AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
September 29, 2015
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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-51505** Proclamation Declaring September 2015 as National Preparedness Month in Hidalgo County.

7. **District Attorney's Office:**

A. **AI-51339** DA-Victim Assistance Program:
Approval to accept the Victim Assistance Program/Victims of Crime Act Formula Grant, from the Office of the Governor's Office, in the amount of $264,476.04, effective 09/01/2015 thru 09/30/2017.

B. **AI-51390** DA-Grand Jury (1100):
Approval of 2015 DA's Office-Grand Jury budget/appropriation for fund 1100 Grand Jury in the amount of $4,000.00.

8. **Tax Office - Paul Villarreal:**

A. **AI-51544** Resolution in support of Proposition 1; a constitutional amendment increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes from $15,000 to $25,000 on the November 3, 2015 ballot.

B. **AI-51446** Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (PAG McAllen T1, LLC DBA Scion of Pharr, Toyota of Pharr - P123289 and PAG McAllen H1, LLC DBA Hyundai of Pharr – P123292). Dealers desire to act as agents of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Each dealership agrees to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

C. **AI-51447** Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Ed Payne Motors LLP – P4916, Weslaco Motors LP – P22254, Ed Payne Motors LLP DBA Payne Fiat of the Rio Grande Valley – P119124, Weslaco Ford LLP – P21629). Dealers desire to act as agents of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Each dealership agrees to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

D. **AI-51479** 1. Approval and authorization to set up a collection site at the Elsa Tax Substation.
2. Approval and authorization for a change fund of $4,500.00 in accordance with Texas Local Government Code 130.902.

9. **Sheriff's Office:**

A. **AI-51524** Sheriff's Office-FBI (1284):
1. Approval to accept overtime funding agreement from the Federal Bureau of Investigation (FBI) in the total amount of $17,548.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditors for the FY2016 FBI overtime agreement.
4. Approval of appropriation of funds in the amount of $17,548.00.

B. **AI-51305** Sheriff's Office OCDETF (1284):
1. Approval of FY2016 Overtime program agreement (Investigation Number SW-TXS-1006) between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County Sheriff's Office in the amount of $15,000.00.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF agreement.
4. Approval of appropriation of funds in the amount of $15,000.00.

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

A. **AI-51463** Resolution for the nomination of candidate(s) for the 2016-2017 Appraisal District Board of Directors (nomination deadline is October 15, 2015)

B. **AI-51472** Requesting permission for the D.A's Office-Victims Unit to use the courthouse open forum area for Domestic Violence Awareness Event on October 13, 2015 from 8am to 1pm

C. **AI-51545** Approval to accept settlement check from TML Intergovernmental Risk Pool in the amount of $8,544.90 to settle auto accident with County vehicle. (Precinct 1)

D. **AI-51475** Requesting approval of payment of attorney vouchers (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Robert Fernandez in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice Date	Disposition Date	Court #	Totaling
Various (7 invoices)	Various	County Court #1	$2,200.00
Various (3 invoices)	Various	County Court #5	$ 900.00
8/25/15	11/6/14	County Court #6	$ 300.00
Various (9 invoices)	Various	County Court #7	$2,900.00
8/31/15	10/22/14	County Court #8	$ 300.00
8/31/15	4/2/15	92nd District Court	$ 500.00
Various (4 invoices)	Various	332nd District Court	$1,600.00
		GRAND TOTAL FOR ALL 26 INVOICES	**$8,700.00**

E. **AI-51486** 1. Requesting approval of payment of attorney vouchers (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Traci Evans in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice Date	Disposition Date	Court #	Totaling
Various (8 invoices)	Various	County Court #1	$ 2,300.00
Various (4 invoices)	Various	County Court #2	$ 1,195.00
Various (3 invoices)	Various	County Court #4	$ 800.00

Various (3 invoices)	Various	County Court #5	$ 645.00
Various (6 invoices)	Various	County Court #6	$ 1,335.00
Various (12 invoices)	Various	County Court #7	$ 3,152.50
Various (6 invoices)	Various	County Court #8	$ 2,565.00
Various (2 invoices)	Various	332nd District Court	$11,062.23
		GRAND TOTAL FOR 44 INVOICES	**$23,054.73**

2. Requesting approval of payment of attorney voucher (not submitted within four-year limitations period) from attorney Traci Evans in connection with legal representation of indigent defendant with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice date	Disposition date	Court # / Case #	Amount
7/2/2015	10/11/2011	332nd D.C. / CR-804-11-F	$ 1,400.00
		TOTAL	**$ 1,400.00**

F. AI-51559 Requesting approval of invoice for legal fees, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor for the following:

Vendor	**Invoice Date/#**	**Amount**	**Cause#**
Palacios, Garza & Thompson	8/5/15 / 2415	$8,640.96	L. Rodriguez-Serna v. County

G. AI-51560 Requesting approval of invoice for legal fees, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor for the following:

Vendor	**Invoice Date/#**	**Amount**	**Cause#**
Atlas, Hall & Rodriguez, LLP	8/7/15 / 1038936	$2,523.62	J. L. Perez v. County
Atlas, Hall & Rodriguez, LLP	7/13/15 / 1038239	$5,485.96	E. Andrade v. County

11. Human Resources:

A. **AI-51419** Urban County Program - CDBG (1288):

1. Approval of the following personnel actions, effective next full pay period of 10/05/15:

Action	Dept./Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	250-001	0016	Accountant II	$43,574.00	$0.00	($43,574.00)
Delete	250-001	0018	Administrative Assistant III	$35,064.00	$0.00	($35,064.00)
Delete	250-001	0020	Clerk III	$26,924.00	$0.00	($26,924.00)

2. Approval to redistribute cost allocations as follows, effect next full pay period of 10/05/15:

Action	Dept/Program	Slot #	Position Title	Current Cost Allocation Distribution (%)	Proposed Cost Allocation Distribution (%)
Redistribution	250-001	0004	Deputy Director	76.39%	100%
Redistribution	250-002	0008	Deputy Director	23.61%	0%

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.

B. **AI-51490** Public Defender (1100)/Public Defender - Juvenile Section (1282):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.

2. Discussion, consideration and approval of the following personnel actions to change the funding source from the Public Defender's - Juvenile Section (1282) budget to the Public Defender's General Fund budget as follows, effective 10/01/15:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Salary Budget
Delete	085-004	G001	Public Defender III	$60,655.00	$0.00
Delete	085-004	G002	Public Defender II	$52,002.00	$0.00
Delete	085-004	G003	Social Worker	$41,280.00	$0.00
Delete	085-004	G004	Administrative Assistant I	$24,087.00	$0.00
Create	085-003	0019	Public Defender III	$0.00	$60,655.00
Create	085-003	0020	Public Defender II	$0.00	$52,002.00
Create	085-003	0021	Social Worker	$0.00	$41,280.00

Create	085-003	0022	Administrative Assistant I	$0.00	$24,087.00

3. Approval to transfer Employee No. 142328 to (085-003) Slot No. 0019.
4. Approval to transfer Employee No. 209279 to (085-003) Slot No. 0022.
5. Approval to revise the Salary Schedule in accordance with Commissioners Court action.
6. Approval of interdepartmental transfer.

12. Health & Human Services Department - Eddie Olivarez

A. AI-51493 Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec. 121.006, requesting approval of the Sliding Fee Schedule effective September 29, 2015.

B. AI-51480 Requesting approval to accept, from the Texas Department of State Health Services, the correct version of the Data Use Agreement and General Provisions to be incorporated into the following DSHS grant contracts:
2016-003779-00 IDCU/SUR
2016-003832-00 IDCU/SUREB
2016-000022-00 IMM/LOCALS
2016-001052-00 RLSS/LPHS
2016-001417-00 TB/PC-STATE
2016-003876-00 HPCDP/TXHC

C. AI-51243 Pursuant to Chapter 465 Local Drug and Alcohol Education Programs, Sec. 465.003, presentation on the Hidalgo County Health & Human Services Drug and Alcohol Abuse Advisory Commission's activities.

D. AI-51393 1. Discussion of the population health and primary care medical education programs being developed by the University of Texas Rio Grande Valley (UT-RGV) and approval & action on the Graduate Medical Education Program Letter of Agreement for the Preventive Medicine Residency between UT-RGV and the County of Hidalgo, by and through the Hidalgo County Health & Human Services Department.

2. Requesting authorization for County Judge Ramon Garcia to sign as the authorized official for the County of Hidalgo the UT-RGV Program Letter of Agreement for the Preventive Medicine Residency Program in collaboration with Hidalgo County Health & Human Services.

E. Health Care Funding District:

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

F. Indigent Health Care Program:

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

2. AI-51205 A. Discussion, consideration, and approval to drawn down funds for Demonstration Year 4 (FFY 2015) Advanced UC Payment from the Local Provider Participation fund in the amount up to $14,736,644.69

B. Approval of Certification of Revenues from the Local Provider Participation fund in the amount up to $14,736,644.69

C. Approval of Appropriation of funds for Demonstration Year 4 (FFY 2015) IGT draw down to fund UC in the amount up to $14,736,644.69 as per instructions from Texas Health and Human Services Commission Rate Analysis.

13. Adult Probation - Arnold K. Patrick:

A. AI-51268 **DWI Court Grant (1289) / DA's (1100):**

1. Approval to accept the DWI Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court grant.
3. Approval of appropriation of funds in the amount of $166,527.00.
4. Approval to authorize the decrease of supplemental pay allowance for the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
127531	Criminal DA (080-002)	0026	Asst District Atty IV	$9,814.00	$9,730.00

5. Approval to revise the salary schedule in accordance with Commissioner's Court action.

Veterans Court Grant (1289):

1. Approval to accept the Veteran's Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $92,841.97 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court grant.
3. Approval of appropriation of funds in the amount of $92,841.97.

Prostitution Court Grant (1289):

1. Approval to accept the Prostitution Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Prostitution Court grant.
3. Approval of appropriation of funds in the amount of $150,000.00.

ReEntry Court Grant (1289) / Public Defender / DA's (1100):

1. Approval to accept the ReEntry Court grant award from the Office of Governor

(Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the ReEntry Court grant.
3. Approval of appropriation of funds in the amount of $150,000.00.
4. Approval to authorize the decrease/addition of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
120227	Public Defender (085-003)	0003	Chief Public Defender	$9,844.00	$9,820.00
077917	Criminal DA (080-002)	0013	Asst District Atty IV	0	$9,800.00

5. Approval to revise the salary schedule (s) in accordance with Commissioner's Court action.

Misd DWI Court Grant (1289) / Public Defender/ DA's (1100):
1. Ratification of application for a Misd DWI Court program grant from the Office of the Governor.
2. Approval to accept the Misd DWI Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
3. Approval of Resolution to designate the authorized official for the grant.
4. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court grant.
5. Approval of appropriation of funds in the amount of $150,000.00.
6. Approval to authorize supplemental pay allowance to the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
155179	Public Defender (085-003)	0004	1st Asst Public Defender	$9,850.00
208043	Criminal DA (080-002)	0098	Asst District Atty III	$9,750.00

7. Approval to revise the salary schedule (s) in accordance with Commissioner's Court action.

14. IT Department - Renan Ramirez

A. AI-51324 IT Countywide:
Requesting approval to process the following invoices as claims with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice	Vendor	Amount
11/07/2014	8260 18 006 0271564	Time Warner Cable	$9,225.95
12/07/2014	8260 18 006 0271564	Time Warner Cable	$401.89

01/07/2015	8260 18 006 0271564	Time Warner Cable	$551.53
02/07/2015	8260 18 006 0271564	Time Warner Cable	$557.94
03/07/2015	8260 18 006 0271564	Time Warner Cable	$1,158.79
04/07/2015	8260 18 006 0271564	Time Warner Cable	$939.46
05/07/2015	8260 18 006 0271564	Time Warner Cable	$768.16
06/07/2015	8260 18 006 0271564	Time Warner Cable	$768.16
07/07/2015	8260 18 006 0271564	Time Warner Cable	$3,915.36
08/07/2015	8260 18 006 0271564	Time Warner Cable	$323.41
09/07/2015	8260 18 006 0271564	Time Warner Cable	$323.41

15. Urban County - Diana Serna:

A. AI-51547 Urban County Program on behalf of the Hidalgo County Precinct No. 4 is requesting authority to issue purchase order to Celso Gonzalez Jr, for ADA Plan review for the Brewster Park Improvements project in the amount of $1,235.00, utilizing FY 26 (2013) Parks Recreational Facility Improvements funds– (Brewster Park Project).

B. AI-51394 The Urban County Program on behalf of the City of Progreso is requesting approval and award of best and final negotiated contract with Fulcrum Consulting Services in the amount of $54,600.00 utilizing CDBG FY 25 & 26 (2012 & 2013) Street Improvements funds.

C. AI-51391 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for **Professional Engineering Services**;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Professional Engineering Service firms from the County's approved "pool" as graded and evaluated by City of Granjeno, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program for Granjeno Parks, Recreational Facility Improvements.

Engineering Firm	Grade	Ranked
Hinojosa Engineering, Inc.	93.66%	
L&G Engineering	91%	
Raba-Kistner Consultants, Inc.	86%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of_____ for the provision of engineering services for the City of Granjeno Parks, Recreational Facility Improvements Project.

D. **AI-51518** 1. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a) 7, an item that can be obtained from only one source.
2. Approval of a "Sole Source Declaration" for Blackbaud Inc. for Financial Edge software. Blackbaud is the sole owner of any and all intellectual property related to the software program listed above and is the sole provider for related training and consulting services.
3. Approval for Urban County Program to migrate our existing accounting software Fundware (Blackbaud) to the Financial Edge software which is a web-based solution developed, sold and supported by Blackbaud. The Financial Edge utilizes the current market standard and readily supported technologies, and Fundware software will no longer be upgraded.
4. Acceptance and approval to enter into a 3 year contract with Blackbaud Inc. that includes the total data conversion cost, including training and implementation of $17,495.00 and annual subscription fee for each year of $3,992.20.

16. **Elections Administration - Yvonne Ramon:**

A. **AI-51454** Discussion and/or action, including but not limited to Elections updates

B. **AI-51451** 1. Discussion and approval of Early Voting Sites (dates & times) for the Constitutional Amendment Election, November 3, 2015.
2. Discussion and approval of Election Day Sites (dates & times) for the Constitutional Amendment Election, November 3, 2015.

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

A. **AI-51503** Resolution in Honor of Aurora M. Trigo for 38 years of service to the families of the Hidalgo County Head Start Program.

B. **AI-51408** Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Weslaco Independent School District

C. **AI-51407** Discussion/Approval to Rescind MOU Approved by Hidalgo County Head Start Program Policy Council on August 19, 2015, Agenda Item #VI.B.3, and by Commissioners' Court on September 1, 2015, Agenda Item, A1-50872, "Discussion/Approval to Enter Into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Weslaco Independent School District

D. **AI-51385** Appointment of One (1) Community Rep by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning in October - Pending Appointment Commissioner Joseph Palacios, Pct. 4

18. WIC - Norma Longoria:

A. AI-51355 WIC ADM GRANT (1292):

1. Approval to accept the FY 2016 WIC Admin Grant award in the amount of $10,300,000.00, commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue the provision of WIC Services for FY 2016 commencing October 1, 2015 - September 30, 2016.
3. Approval of Certification of Revenues in the amount of $10,300,000.00 as certified by the County Auditor for the FY 2016 WIC Admin Grant.
4. Approval of appropriation of funds in the amount of $10,300,000.00 for the FY 2016 WIC Admin Grant.
5. Approval of the following personnel actions:

Action	Dept/ Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	350-001	0005	Executive Assistant II	$48,149.00	$0.00	($48,149.00)
Delete	350-001	0086	Maintenance III	$28,840.00	$0.00	($28,840.00)
Delete	350-001	0221	Nutritionist I	$41,280.00	$0.00	($41,280.00)

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC BF Grant (1292):

1. Approval to accept the FY 2016 WIC BF Peer Counselor Grant in the amount of $821,302.00 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC BF Peer Counselor Program for FY 2016 commencing October 1,2015 -September 30, 2016.
3. Approval of Certification of Revenues in the amount of $821,302.00 as certified by the County Auditor for the FY 2016 WIC BF Peer Counselor Grant.
4. Approval of appropriation of funds in the amount of $821,302.00 for the FY 2016 WIC BF Peer Counselor Grant.
5. Approval to create one (1) Full-Time position as follows:

Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
350-002	0034	Peer Counselor I	$0.00	$21,008.00	$21,008.00

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Registered Dietician Grant (1292):

1. Approval to accept the FY 2016 WIC Registered Dietician Grant award in the amount of $60,000.00 commencing
October 1, 2015 - September 30, 2016 pending receipt of contract documents.

2 Requesting authorization to continue provision of the WIC Registered Dietician Program for the FY 2016 commencing
October 1, 2015 - September 30,2016.
3. Approval of Certification of Revenues in the amount of $60,000.00 as certified by the County Auditor for the FY 2016 WIC Registered Dietician Grant.
4. Approval of appropriation of funds in the amount of $60,000.00 for the FY 2016 WIC Registered Dietician Grant.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Lactation Services 1292):
1. Approval to accept the FY 2016 WIC Lactation Services Grant in the amount of $50,000.00, commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Lactation Services Program for FY 2016 commencing
October 1, 2015 - September 30, 2016 pending receipt of contract documents.
3. Approval of Certification of Revenues in the amount of $50,000.00 as certified by the County Auditor for the FY 2016 WIC Lactation Services Grant .
4. Approval of appropriation of funds in the amount of $50,000.00 for the FY 2016 WIC Lactation Services Grant.
5. Approval to create one (1) Full-time position as follows:

Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
350-013	0001	International Board Certified Lactation Consultant (IBCLC)	$0.00	$46,000.00	$46,000.00

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Lactation Service Center Grant (1292):
1. Approval to accept the FY 2016 WIC Lactation Service Center Grant in the amount of $289,000.00,
commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Lactation Service Center for the FY 2016 commencing
October 1, 2015-September 30, 2016 pending receipt of contract documents.
3. Approval of Certification of Revenues in the amount of $289,000.00 as certified by the County Auditor for the FY2016 WIC Lactation Service Center Grant.
4. Approval appropriation of funds in the amount of $289,000.00 for the FY 2016 WIC Lactation Service Center.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Peer Dad Grant (1292):

1. Approval to accept the FY 2016 WIC Peer Dad Grant in the amount of $30,000.00, commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Peer Dad Grant for the FY2016 commencing October 1, 2015 -September 30, 2016 pending receipt of contract documents.
3 Approval of Certification of Revenues in the amount of $30,000.00 as certified by the County Auditor for the FY 2016 WIC Peer Dad Grant.
4. Approval of appropriation of funds in the amount of $30,000.00 for the FY 2016 WIC Peer Dad Grant.
5. Approval to create one (1) part-time position as follows:

Dept/ Program	Slot #	Position Title	Proposed Hourly Rate	Proposed # of Working Hours	Proposed Budgeted Salary
350-019	0001	Peer Dad	$18.53	1,040	$19,275.00

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

19. Planning Department - T.J. Arredondo:

A. AI-51406 1. Preliminary Approval with Variance Request
a. Charlie's Estates Subdivision- Pct. 1(Carlos Gonzalez) (FM 1015 & FM 1422)
b. Tristan Subdivision- Pct. 1 (Ruben Tristan) (Valley View Road & Business Expressway 83)
c. L & D Rodriguez Subdivision- Pct. 1 (Lorenzo & Diana Rodriguez) (Mile 6 West Road & Mile 10 North Road)

2. Preliminary Approval
a. Sol Subdivision- Pct. 1 (Luis Garcia) (Mile 4 North Road & Mile 2 East Road)
b. Amended Plat for Lot 1 & Lot 2 Ortiz & Resendez Subdivision- Pct. 4 (Miriam Gonzalez)
(Curve Road & Cesar Chavez Road)

3. Final Approval with Financial Guarantee
a. D. Flores Subdivision- Pct. 1 (Desiderio Flores) (FM 491 [Baseline Road] & Mile 14 North Road)
b. Rancho B2Z Subdivision- Pct. 4 (Reza Badiozzamani) (Mile 6 North Road & Bentsen Road)

4. Final Approval
a. Guerra Apartments Subdivision- Pct. 1 (Rene Guerra) (Mile 14 ½ Road & FM 88)

20. Precinct #1 - Comm. Cuellar:

A. **AI-51576** Discussion and Approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District #1 and Hidalgo County. Interlocal will allow the District to reimburse the County for the Construction cost of Drainage Improvements within Heidelberg and Spanish Palms Subdivisions out of the Rural Drainage Development funds from Precinct #1, total cost is $390,416.70.

21. **Precinct #2 - Comm. Cantu:**

A. **AI-51543** Proclamation declaring October 2015 as Manufacturing Month in Hidalgo County.

B. **AI-51510** CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $845,180.09 to fund Pct 2 Eldora Road(Jackson-I Rd) project expenditures.

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

A. **AI-51405** Approval of the Right of Way Acquisition Statement and Utility Adjustment Certification as it relates to TxDot Project SH 364 (SH 495 to FM 1924) project and for County Judge to sign required documentation.

B. **AI-51346** 1. Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Penitas, concerning certain improvements to Liberty Rd. from US83 to Mile 3.
2. In accordance with Texas Government Code 791.014, requesting approval of the Interlocal Cooperation Agreement on the purposed project regarding certain road improvements to Liberty Road from US83 to Mile 3, a section which is in part within the city limits of Penitas and in part within County jurisdiction.

23. **Precinct #4 - Comm. Palacios:**

A. **AI-51402** Requesting authority for title reports for the County owned portion at Hillcrest Memorial Cemetery within Hidalgo County Precinct No. 4 Project.

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

A. **AI-51230** 1. Public hearing on the 2016 Proposed Budget as per Texas Local Government Code 111.067.
2. Discussion, consideration, and action on changes and corrections to the 2016 Proposed Budget.
3. Approval to set salaries, allowances, and other compensation for Fiscal Year 2016, effective the first full pay period of 2016.
4. Approval of revised Law Enforcement Pay Plan Schedules.
5. Adoption of the 2016 Annual Budget at the Departmental Level.

B. **AI-51231** Consideration and approval of order setting the 2015 Hidalgo County Tax Rates:
1. Total Maintenance and Operations Tax Rate (0.5225 cents per $100 valuation)
2. Total Debt Service Tax Rate (0.0675 cents per $100 valuation)
3. Total Ad Valorem Tax Rate (0.5900 cents per $100 valuation)

C. **AI-51532** Concurrence and approval of Hidalgo County Regional Mobility Authority/TxDOT Roadway Improvement project: CSJ:0220-01-023 US 281 (Military Road) And BSIF Connector.

D. **AI-51525** Approval of Governmental Entity Resolution and Equipment Lease-Purchase Agreement No. 2721296 between Caterpillar Financial Services Corporation and Hidalgo County for the lease-purchase of two (2) CT660 Trucks for Pct. 4 Sanitation with authority for the County Judge to sign all related documents for financing purposes.

E. **Budget Appropriations:**

1. **AI-51433** Const Pct4 CCP59 (1231):
Approval of 2015 appropriation of funds for Const Pct4 CCP59 in the amount of $8,000.00 to
fund court costs & investigations.

2. **AI-51507** A. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of equipment to the Hidalgo County Drainage District No.1.
B. Approval of 2015 appropriation of funds into Precinct 3 Road Maintenance in the amount of $185,285.16.
C. Approval of 2015 appropriation of funds into SOA1339-Pct 3 Liberty/T. Gill in the amount of $6,637.86.

F. **Interfund transfers:**

1. **AI-51569** Various Pct 4 Projects (1200):
Approval of 2015 interfund transfer from Co. Wide Adm-Contingency (1100) to various Pct 4 programs (1200) in the amount of $383,000.00 to fund expenditures for the Tower Rd. and Canton Rd. Projects as well as operating expenditures under Rd. Maint.

2. **AI-51386** Pct. 4 Recovery Project (1100):
Approval of 2015 interfund transfer from Pct# 4 Curry Rd. program 160 (1200) to Doolittle Recovery Project program 162 (1100) in the amount of $26,150.24

25. **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-51266** A. Presentation by HC Health Insurance Consultant, **Gary Looney** [from Brown & Brown Lone Star Insurance Service d/b/a Alamo Insurance Group] with recommendation to HC Commissioners Court to exercise and approve the option to renew and extend the final year [as permitted under contract] with BCBS of Texas and Dearborn for life insurance for: **"Third Party Administration, Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment"**.

B. Approval of 2016 medical plan premiums.

2. **AI-51533** Discussion, consideration and action on committee member substitutions for the evaluation committee previously appointed by Commissioners' Court on August 18, 2015, A1-50137 in connection with the Project Titled: Section 125 Voluntary Insurance Products & Cobra Administration Services-Project No. 215-221-09-10-SMA.

Original Appointee:	**Substitute:**
Valde Guerra	Elaine Solis
Flora Vasquez	Dina Trevino

3. **AI-51307** Acceptance and approval of a rebate check from Office Depot [through awarded contract with The Cooperative Purchasing Network, aka, TCPN/ECOMM] 2014 Rebate in the amount of $ 1,347.50.

B. **Pct. 2**

1. **AI-51465** Requesting approval of the following items for 2GS LLC for the Pct. 2 Equipment and Maintenance Facility Parking Lot and Access Road Project, as submitted and recommended by project engineer, Raul Sesin, PE for contract # C-15-085-03-31:
A. Application for Retainage release in the amount of $32,338.89
B. Acceptance of Substantial Completion, reflecting the date of August 27, 2015
C. Acceptance of Certificate of Construction Completion, reflecting the date of August 27, 2015.

2. AI-51469 a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Engineering, for "Eldora Road (from FM 3662 (Jackson Road) to I Road) Project,"as approved for negotiations on CC 9/15/15;

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $893,158.96) as submitted by project engineer, L&G Engineering to provide the Environmental Assessment, Public Involvement, Schematic Design and Design Survey for Phase I for, "Eldora road Project";

C. Constables

1. AI-51430 Constable Pct. 2 and Constable Pct. 4
A. Requesting approval to purchase (1) one 2016 Chevrolet Tahoe each through the County's membership/participation with TASB BuyBoard Coop Program awarded vendor, Caldwell Country Chevrolet (Contract# 430-13; Exp. 11/30/16) for a combined total of $71,551.00 which includes delivery and a one-time, order processing charge; the delivery time for these vehicles is approximately (2) two weeks from receipt of a purchase order.

B. Requesting approval to purchase all lighting accessories [through the County's membership/participation with TASB BuyBoard Coop Program] from awarded vendor Fleet Safety (Contract# 432-13; Exp. 3/31/17).

D. IT Department:

1. AI-51279 Requesting authority to continue 2nd of 3yr maintenance agreement term for the original purchase of hardware, software thru PO 713286 issued on 08/18/2014 thru SHI Government Solutions thru our membership/participation with DIR-SDD 2503 in the amount of $38,516.10 thru requisition 282859.

E. Health & Human Services Dept.

1. AI-51435 Appointment and/or designation by Commissioners' Court of an evaluation committee to evaluate and score RFQ-2015-309-09-16-MEG " the Statements of Qualifications received for "Chief Phyisican/Health Authority for Hidalgo County Health and Human Services Department", as referenced in procurement packet.

F. WIC

1. AI-51478 Requesting approval of the Memorandum of Understanding between TMC Head Start/ Early Head Start Program and Hidalgo County WIC Program for the purpose to provide services to low income Head Start families and children in the Starr County area.

G. Colonia Access Program Pct. 1

1. **AI-51437** Presentation for discussion, consideration, and action on a recommendation by project engineer LeFevre Engineering & Management Consulting, LLC to award to lowest bidder meeting all specifications: REIM Construction, Inc. in the amount of $111,364.25 for Bid No. CAP-15-223-07-01-YSS “Road & Drainage Construction for Lorenzana Subdivision”.

H. Sheriff's Office

1. **AI-51484** Requesting approval of Supplemental Agreement No. 3 to the current agreement (C-13-133-07-09), with Chanin Engineering for the "Adult Detention Center and Law Enforcement Facility Repairs" to reflect an extension of time.

I. Adult Probation

1. **AI-51373** Acceptance and approval of modification to current Contract #C-13-314-09-11- under Page 2-Section II-Term 2.2, allowing Hidalgo County and the HC Community Supervision and Corrections Department, agreeing to renegotiate every two (2) years as this is a ten (10) year term, the rent and maintenance fees under Article III thus bringing the monthly lease fees from $3,000.00 to $5,000.00/per month with authority for County Judge to execute the form.

26. 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-51431 Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, et al

D. AI-51494 Cause # CL-14-2283-G; Leonarda Rodriguez-Serna v. Hidalgo County

E. AI-51421 Claim of Monica Alvarado

F. AI-51423 Claim of Josefina Jaurequi

G. AI-51425 Claim of Gerardo Valdez

H. AI-51438 Civil Action No. 7:15-cv-52; Fabian Leal, Javier Lopez & Rene J. De Leon v. Bert Odgen Motors, Inc., Bert Odgen Chevrolet, Inc., Robert C. Vackar, Rene Guerra, Hidalgo County, Texas and Hidalgo County Sheriff's Office

I. **AI-51539** CL-14-3467-A; Rafael Clemente & Nancy Vidal ind. and a/n/f(s) of Richard Clemente v Hidalgo County

27. A. 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."

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

28. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-51432** Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, et al

D. **AI-51495** Cause # CL-14-2283-G; Leonarda Rodriguez-Serna v. Hidalgo County

E. **AI-51422** Claim of Monica Alvarado

F. **AI-51424** Claim of Josefina Jaurequi

G. **AI-51426** Claim of Gerardo Valdez

H. **AI-51439** Civil Action No. 7:15-cv-52; Fabian Leal, Javier Lopez & Rene J. De Leon v. Bert Odgen Motors, Inc., Bert Odgen Chevrolet, Inc., Robert C. Vackar, Rene Guerra, Hidalgo County, Texas and Hidalgo County Sheriff's Office

I. **AI-51540** CL-14-3467-A; Rafael Clemente & Nancy Vidal ind. and a/n/f(s) of Richard Clemente v Hidalgo County

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

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

31. Adjourn

AI-51505 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation Declaring September 2015 as National Preparedness Month in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/23/2015 04:32 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Julia Sullivan		Started On: 09/23/2015 11:30 AM
Final Approval Date: 09/25/2015		

PROCLAMATION DECLARING SEPTEMBER 2015
NATIONAL PREPAREDNESS MONTH

WHEREAS, every year, communities across the country face emergencies – from natural disasters to deliberate acts – that test our nation's grit and challenge us to overcome tragedy. While Federal, State, County and City governments and emergency responders work together to keep all Americans safe, each of us must do our part; and

WHEREAS, every September, we celebrate our nation's spirit of resilience by rededicating ourselves to the important task of being prepared in the face of any crisis. Together we can protect our families and help communities by planning for emergencies and for the unexpected; and

WHEREAS, emergencies come in many forms and can strike anywhere. We cannot control how, when or where an emergency will occur, but we can prepare practical responses before disasters strike; and

WHEREAS, by discussing with our families, friends, and neighbors how we will protect ourselves and our communities, we can contribute to and share in a stronger, more resilient society; and

WHEREAS, the theme of this year's National Preparedness Month is "*Don't Wait. Communicate. Make Your Emergency Plan Today."* On September 30, people from cities and towns in all corners of the nation will join with Federal, State, County, and local responders in America's Preparathon to bolster their readiness in the event of a crisis.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim September 2015 as National Preparedness Month in Hidalgo County and urges all residents to participate in America's Preparathon on September 30, to prepare a plan and bolster their readiness for any disaster.

Approved this 29th day of September 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-51339 **District Attorney** **7. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Victim Assistance Program:
Approval to accept the Victim Assistance Program/Victims of Crime Act Formula Grant, from the Office of the Governor's Office, in the amount of $264,476.04, effective 09/01/2015 thru 09/30/2017.

BACKGROUND

$66,119.03 cash match portion by County.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1281-412-00-080-017-5-XXX

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

BUDGETARY IMPACT:

Victim Assistance Program Grant Award = $264,476.04
Required Local Match = $66,119.03 (25%)
Local Match funds available pending approval of AI-51564 (CC 9/29/15).

Attachments

1
2
3
4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/23/2015 04:29 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Ramiro Sendejo		Started On: 09/11/2015 11:12 AM
Final Approval Date: 09/25/2015		

COMPREHENSIVE CERTIFICATION AND ASSURANCES

ASSURANCES

By accepting the grant award in eGrants, the grantee certifies and assures compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; Office of Justice Programs (OJP) Financial Regulations; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a grantee, the more restrictive requirement applies. The following represents a selection of state and federal law from above mentioned sources that the grantee should be aware of:

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, section 572, Employment of Former State Officer or Employee of State Agency.
6. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine, and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant.
7. **RETENTION OF RECORDS –** Grantee must maintain fiscal records and supporting documentation for all expenditures of this grant's funds pursuant to 2 CFR 200.333, UGMS, and state law. Grantees must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition. CJD reserves the right to direct a grantee to retain documents for a longer period of time or transfer certain records to CJD custody when it is determined the records possess longer term retention value. Grantees must include the substance of this Section in all subcontracts.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will insure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.
14. **COMPLIANCE WITH LAWS AND GUIDES** - It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, the Violence Against Women Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial Guide; and all other applicable Federal laws, orders, circulars, or regulations.
15. **COMPLIANCE WITH CODE OF FEDERAL REGULATIONS** - It will comply with the provisions of 2 CFR 200 and 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
16. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Justice Programs, Office for Civil Rights (OCR).
    D. It will provide an Equal Employment Opportunity Plan (EEOP) to OCR and to the Office of the Governor (OOG), if required to submit one; otherwise, it will provide a certification to the OCR and the OOG that it has a current EEOP on file, if required to maintain one. For public grantee agencies receiving less than $25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/ocr.
17. **LIMITED ENGLISH PROFICIENCY**- It will comply with Ex. Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) and resulting agency guidance which states that national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, a recipient must take reasonable steps to ensure the LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language service needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at http://www.lep.gov.
18. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
19. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension

of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

20. **TAXES** – Grantee will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms. In addition, grantee agrees and acknowledges that during the existence of this contract, grantee shall be entirely responsible for the liability and payment of grantee's employees' taxes of whatever kind, arising out of the performances
21. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
22. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
23. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
24. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
25. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
26. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
27. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
28. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.), or TCOLE certifies that it is in the process of achieving compliance with such rules.
29. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:
    A. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
    B. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
    C. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
    D. Texas General Appropriations Act, Art. IX, Section 6.13, which requires grantee to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
    E. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code § 2102.0091,
30. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - Grantee acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Grantee acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The grantee acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of grantee under, pursuant to, or in connection with this grant that the grantee considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify grantee in writing within a reasonable time from receipt of a request for information covering grantee's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The grantee agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Grantee will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the grantee by the OOG or the State.

31. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, grantee agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
32. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agrees that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
33. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Grantee is not a "governmental body" by virtue of receipt of grant funds under this Contract. All persons furnished, used, retained, or hired by or on behalf of grantee or any of grantee's contractors shall be considered to be solely the employees or agents of grantee or grantee's contractors. Grantee or grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law. Grantee agrees to take such steps as may be necessary to ensure that each contractor of grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Grantee is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.
34. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Grantee certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Grantee certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations. Grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
35. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Grantee agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by grantee. Grantee's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, grantee shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by grantee with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is grantee's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of grantee's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
36. **FUNDING LIMITATION -** Grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Grantee agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Grantee agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Grantee agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the grantee any remaining balance on this grant.
37. **INDEMNITY AND HOLD HARMLESS -** GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, THAT ARISE FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, ASSIGNEES, RELATING TO THIS GRANT CONTRACT REGARDLESS OF WHETHER THE ACT OR OMISSION IS RELATED A PERFORMANCE MEASURE OR STATED PURPOSE OF THIS CONTRACT OR FROM ANY CLAIM RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION WITH REGARD TO GRANTEE. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE

FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.

38. **E_VERIFY –** If applicable, it will comply with Executive Order RP-8 regarding the U.S. Department of Homeland Security's E-Verify system.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING –** The applicant certifies that:
   A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Criminal Justice Division.
   B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Criminal Justice Division to obtain the appropriate disclosure form.
   C. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal,
   D. It will include the language of paragraphs A., B. and C. of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

GOVERNOR GREG ABBOTT

Required Conditions for Criminal Justice Division Grant Recipients

Congratulations on your grant award from Governor Greg Abbott's Criminal Justice Division (CJD). In this document you will find requirements that apply to your grant, state and federal requirements for grantees, and conditions for uses of grant funds.

These requirements are in addition to those that can be found on the eGrants system, to which you agreed when applying for the grant. Other state and federal laws and federal conditions of funding may apply to your grant. In particular, please see the Office of Justice Programs Financial Guide; 2 CFR 200 (federal regulations governing grant requirements); Title 1, Part 1, Chapter 3 (Criminal Justice Division) of the Texas Administrative Code; the Texas Uniform Grant Management Standards (UGMS); and the CJD Guide to Grants.

It is important to review all of these policies to successfully manage your grant, maintain eligibility for funding, and avoid violating the terms of your grant, any of which could result in the revocation of your funding or other actions. Many of these requirements are also based in state or federal law.

Requirements for All Grant Recipients

CJD requires all grantees to follow the below requirements, which are from federal laws or regulations, state law, or CJD policy, or a combination of these. The requirements are mandatory for every recipient of every grant from CJD. For background or further information, see the documents, laws and regulations cited above and individual footnotes for the requirements below, or contact CJD.

General Requirements

These requirements are for all grantees with any type of project.

Financial reporting – Financial Status Reports must be submitted to CJD via eGrants. Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

- April 22 (January-March quarter)
- July 22 (April-June quarter)
- October 22 (July-September quarter)
- January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding. Payments will be

generated based on expenditures reported in the reports. Upon CJD approval of the report, CJD will issue a payment through direct deposit or electronic transfer.

Required notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Generated program income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless CJD grants prior approval that allows a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report. Additionally, equipment and software developed with funds awarded by the US Department of Justice (USDOJ) must be compliant with USDOJ information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. A list of additional standards can be found at the OJP Standards Clearinghouse.

Project effectiveness – Grantees should regularly collect data to evaluate the effectiveness of their projects. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals.

Project commencement time deadlines - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

- **Commencement within 60 days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.
- **Commencement within 90 days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is

later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Project changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Supplanting funds – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated or allocated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx.

Funding Eligibility Conditions

These conditions are required to be maintained in order to obtain and retain eligibility for grants administered by CJD.

Non-profit grant recipients: proof of status – CJD and U.S. Department of Justice policy is that a non-profit who receives a grant must be prepared to demonstrate its non-profit status through one of four methods:

1. Submission of proof of 501(c)(3)
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar documents.
4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local non-profit affiliate.

There are additional requirements for recipients of Juvenile Justice and Delinquency Prevention Act grant recipients. See the section on special requirements for that grant for more details. All non-profit sub recipients of formula funds provided under the Juvenile Justice and Delinquency Prevention Act must have a 501(c)(3) status recognized by the Internal Revenue Service.

Non-profit grant recipients: maintaining a fidelity bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Public information requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Conflict of interest safeguards – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Grant-funded personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Contracting and procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of $150,000, grantees must submit a Procurement Questionnaire to CJD (available at https://eGrants.gov.texas.gov/updates.aspx) for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal history reporting by counties and other governmental entities – Counties or other governmental entities required to maintain and report criminal history records the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute in order to obtain or maintain eligibility for CDJ grant funds.

For-profit grant recipients: special conditions – It is CJD and OJP policy that for-profit organizations must agree not to make a profit as a result of an award and not to charge a management f**ee** for the performance of an award. Also, commercial organizations must agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to address and resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office through a Corrective Action Plan.

Law enforcement programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Overtime pay: Prior approval and conditions required - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). Additionally, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit

both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Prohibited political acts of agencies and individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

Employment of a lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of alcoholic beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. Additionally, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

Intellectual property – DOJ and CJD reserve certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. See 28 CFR 66.34, and 37 CFR Part 401.

Limited English proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Inherently religious activities – A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or

benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

Copyrights and licenses for data and other works – CJD [and the Office of Justice Programs (OJP), if the work is funded with a federal grant] reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state [or Federal] purposes:

(1) any work subject to copyright developed under an award or subaward; and

(2) any rights of copyright to which a recipient or sub recipient purchases ownership with state [or Federal support.

The recipient acknowledges that CJD [and OJP] have the right to

(1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and

(2) authorize others to receive, reproduce, publish or otherwise use such data for state [or federal] purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.22714 (Rights in Data- general).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award. The recipient has the responsibility to obtain from sub recipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed sub recipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the CJD program manager for the award and not proceed with the agreement in question without further authorization from CJD.

Records must be made available upon request – The grantee authorizes CJD – and, if grant funds are from federal sources, the relevant federal office – and its representatives access to and the right to examine all records, books, papers, or documents related to the grant.

Project-Specific Requirements

These requirements only apply to grantees using funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Research involving human subjects: required procedures – If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice Programs (OJP) policies and requirements adopted by CJD related to human subjects found in 28 CFR Part 46. OJP has developed a decision tree to assist applicants in determining whether an activity they plan to undertake with grant funds constitutes research involving human subjects. DOJ and CJD regulations protect the human subjects of grant-funded research. In brief, 28 CFR Part 46 requires that most research involving human subjects that is conducted or supported by a Federal department or agency - and CJD by adoption – be reviewed and approved by an institutional Review Board (IRB), in accordance with the regulations, before funds are expended for that research. As a rule, persons who participate in grant-funded research must provide their "informed consent" and must be permitted to terminate their participation at any time. Funding recipients, before they will be allowed to spend OJP or

CJD funds on any research activity involving human subjects, must submit appropriate documentation to CJD showing compliance with 28 CFR Part 46 requirements. General Information regarding data confidentiality and Protection of Human Research Subjects (and Model Privacy Certificate and other forms) can be found at: http://ojp.gov/funding/forms.htm.

For grants of state funds over $500,000: audit requirements – If the grantee expends more than $500,000 in state funds in a fiscal year, the grantee may be subject to the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at: http://www.window.state.tx.us/procurement/catrad/ugms.pdf. UGMS is likely to be updated in 2015, and the threshold expenditure levels that trigger Single Audit requirements may increase. In order to ensure compliance, take care to note both the effective dates and expenditure levels. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with the State Single Audit Circular issued under UGMS within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Use of funds on conferences: guidance and restrictions – CJD does not allow grant funds to be used on non-emergency food, meals, beverages or other refreshments, such as those that might be provided at conferences. If the grantee uses grant funds for other expenses related to conferences, the grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including and costs of attendance at such events. More detailed policies and guidance can be found in the DOJ Office of Justice Programs 2015 Financial Guide, available at http://ojp.gov/financialguide/DOJ/. Note that CJD policies are more restrictive that federal guidance, and apply to all grant funds administered by CJD.

For any websites produced with grant funds – If the grantee uses grant funds to produce, in whole or in part, any website, the following statement must be placed on the home page, on all major entry pages (i.e. pages (exclusive of documents) whose primary purpose is to navigate the user to interior consent), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

> **For websites produced with state (and no federal) grant funds -** "This web site is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."
>
> **For websites produced with federal grant funds -** "This web site is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor and the [insert name of Office of Justice Programs component, e.g. Office of Juvenile Justice and Delinquency Prevention], Office of Justice Programs, U.S. Department of Justice. Neither the Office of the Governor, the U.S. Department of Justice, nor any of their components operate, control, are responsible for, or necessarily endorse, this web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled “Notice of funding and disclaimer,” to the full text of the statement. The publication must not convey CJD or DOJ’s official recognition or endorsement of the recipient’s project simply based on having received funding.

Requirements for All Recipients of Federal Grants

CJD requires all grantees receiving federal grants to follow the below requirements in addition to those for recipients of all grants administered by CJD, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal JJDP administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

General Requirements for Federal Grants

These requirements are for all grantees receiving a federal grant with any type of project.

Equal Employment Opportunity Plans (for ALL recipients of federal grants - EVEN IF CLAIMING AN EXEMPTION) – All recipients of federal grants must either 1) develop and file an Equal Employment Opportunity Plan (EEOP) with the Department of Justice; OR 2) file a certification of exemption from EEOP requirements, if eligible. The Department of Justice has released a new EEOP Certification Form. Every recipient of a federal grant must now complete an EEOP Certification Form, even those that are exempt from filing an Equal Employment Opportunity Plan (EEOP).

If a grantee is required to submit an EEOP, that grantee must also file a Certification Form declaring that submission. The grantee must keep a copy of both the EEOP and the Certification Form on-file and available at any time upon request from CJD.

If a grantee is claiming an exemption from filing an EEOP, that grantee must complete the federal Certification Form for that exemption in order to be eligible for federal funds. Grantees must keep a copy of the Certification Form on-file and available at any time upon request from CJD.

EEOP guidance and the Certification Form for both filers and those claiming an exemption is available at: http://ojp.gov/about/ocr/eeop.htm

For grants of federal funds occurring in grantee fiscal years beginning before December 26, 2014 – Grantees expending more than $500,000 in federal funds in a fiscal year part of a grant whose effective date falls within a grantee's fiscal year that begins before December 26, 2016 are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

For grants of federal funds occurring in grantee fiscal years beginning on or after December 26, 2014 – Grantees expending more than $750,000 in federal funds in a fiscal year as part of a grant whose effective date falls within a grantee's fiscal year that begins on or after December 26, 2016 are subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

E-Verify participation – If applicable, the grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security's E-Verify system.

Funding Eligibility Conditions for Federal Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal grants administered by CJD.

Restrictions on political activity – Unless specifically authorized to do so by federal law, grant recipients or their sub-grantees or contractors are prohibited from using federal grant funds for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, or contributing to political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

State and local government employees of grantees whose salaries are funded by funds from federal grants must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of employees who work in connection with federally funded programs. Covered employees may not: 1) use their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; or 2) directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

State and local government employees of grantees whose salaries are funded entirely, directly or indirectly, by federal funds may not be candidates for public office in a partisan election.

Cash compensation conditions - With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal governments Senior Executive Services (SES) at any agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of CJD and its federal funding agency.

Evidence-based programs or practices – OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates;
- Integrating evidence into program, practice, and policy decisions within OJP and the field; and
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by casual evidence, generally obtaining through one or more outcome evaluations. Causal intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's CrimeSolutions.gov website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

ACORN - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

Texting & driving – Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by the distracted drivers.

Computer networks - The recipient understands and agrees that- (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

OJP Training Guiding Principles - The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Sub grantees, available at: http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

Religious discrimination - The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

Consultant rate – Approval of this award does not indicate approval of any consultant rate in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to and approved by CJD prior to obligation or expenditures of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.

Applicability of Part 200 Uniform Requirements - The Uniform Administrative Requirements. Cost Principles, and Audit Requirements in 2 C.FR. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.FR. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Pan 200 Uniform

Requirements, which were first adopted by DO] on December 26, 2014, supersede, among other things, the provisions of 28 CRR. Parts 66 and 70, as well as those of 2 C.F.R. Pans 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Pan 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Use of the "de minimis" indirect cost rate - A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CJD in writing before any such funds are obligated of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

Project-Specific Requirements for Federal Grants

These requirements only apply to grantees using federal grant funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Intelligence database training - Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

DOJ Information Technology Interface Standards - As appropriate, all equipment and software developed under awards that result from this solicitation must be compliant with DOJ Information Technology Interface Standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. A list of additional standards can be found at the OJP Standards Clearinghouse.

Additional Requirements for Justice Assistance Grants (JAG)

CJD requires all grantees receiving federal Justice Assistance Grants (JAG) to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal JAG funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

Project-Specific Requirements for Federal JAG Funds

These requirements only apply to grantees using federal JAG funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Body armor purchases: mandatory wear policy – If a grantee uses JAG grant funds to purchase ballistic-resistant or stab-resistant body armor, the grantee must have a written "mandatory wear" policy in effect and submit a signed certification to that effect to CJD. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

Body armor purchases: matching fund restrictions – If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the grantee may not use those funds as part of the 50% match requirement for purposes of the Bulletproof Vest Partnership (BVP) program.

Body armor purchases: acceptable models - If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the body armor may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice (NIJ) Ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). Additionally, ballistic-resistant and stab-resistant body armor purchased must be American made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htmm.

Purchase of unmanned aircraft: restrictions - No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.

Law enforcement information-sharing system projects: employing existing networks – If a grantee uses JAG funds for law enforcement information-sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of CJD and its federal funding agency that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. The purpose of this requirement is to avoid duplicating similar, exiting networks or IT systems in other initiatives funded by federal grants.

Funding for Task Forces: online training required – If a grantee uses JAG funds to fund any member of a law enforcement task force, the grantee agrees that within 120 days of award acceptance, each current member of the task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership.

Technology projects: State Information Technology Point of Contact – If a grantee uses JAG funds on a technology project, the grantee must notify the State Information Technology Point of Contact of any information technology projects funded by this grant. This notification is to facilitate communication among local and state governmental entities regarding victim information technology projects being conducted with these grant funds. To reach the Texas Point of Contact at the Department of Public Safety, call 512-424-2524.

Additional Requirements for Juvenile Justice and Delinquency Prevention (JJDP) Grants

CJD requires all grantees receiving federal Juvenile Justice and Delinquency Prevention (JJDP) grants to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal JJDP grant funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

General Requirements for Federal JJDP Grants

These requirements are for all grantees receiving a federal JJDP grant with any type of project.

General compliance with US DOJ regulations - The recipient agrees to comply with all Formula Grant Program requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the certified assurances; and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with those listed here or on eGrants.

Funding Eligibility Conditions for Federal JJDP Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal JJDP grants administered by CJD.

Non-profit grant recipients: proof of status –U.S. Department of Justice policy states that a non-profit that receives a grant must be prepared to demonstrate its non-profit status through submission of proof of 501(c)(3) status recognized by the Internal Revenue Service.

Additional Requirements for Violence Against Women Act (VAWA) Grants

CJD requires all grantees receiving federal Violence Against Women Act (VAWA) grants to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal VAWA grant funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

Funding Eligibility Conditions for Federal VAWA Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal VAWA grants administered by CJD.

Legal assistance eligibility – The grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or (B) (i) is partnered with an entity or person that has demonstrated expertise and described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) and has been or will be developed with input from and in collaboration with a State, Local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking or child sexual abuse is an issue.

Project-Specific Requirements for Federal VAWA Grants

These requirements only apply to grantees using federal VAWA grant funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Restricted uses of grant funds - The grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not integral part of a court-mandated batterer intervention program.

Additional Requirements for Victims of Crime Act (VOCA) Grants

CJD requires all grantees receiving federal Victims of Crime Act (VOCA) grants to follow the below requirements in addition to those for recipients of all grants administered by CJD and the requirements for all federal grants, as well as any requirements in state law and rules and federal laws and regulations. The requirements are mandatory for every recipient of federal VOCA grant funds administered by CJD. For background or further information, see the documents, laws and regulations cited at the beginning of this document and individual footnotes for the requirements below, or contact CJD or DOJ.

General Requirements for Federal VOCA Grants

These requirements are for all grantees receiving a federal VOCA grant with any type of project.

Reporting requirements – CJD anticipates substantial changes in performance measure reporting requirements to be issued by the Department of Justice at some point in FY 2016. These changes will apply to grants already in-progress in FY 2016, and may include changes not only in the content of reports, but also in the method of collection. CJD will work with grantees to make the transition as smooth as possible, but by accepting VOCA grant funds, the recipient agrees to whatever changes in reporting requirements CJD issues during FY 2016.

Intake process – The grantee will create and implement a system that will identify, at intake, which clients are eligible for VOCA grant-funded services. Eligible clients are limited to the qualifying victim population as defined in the VOCA grant process.

Judicial notification - A state or unit of local government shall not be entitled to funds under this grant unless it:

- Certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of title 18, United States Code, and any applicable related federal, state, or local laws; or
- Gives the Attorney General assurances that its judicial administrative policies and practices will be in compliance with the requirements of subparagraph (A) within the later of—
  1. The period ending on the date on which the next session of the State legislature ends; or
  2. January 5, 2008.

Recipient demographic information – The grantee must collect and maintain information on race, sex, national origin, age, and disabilities of recipients, where such information is voluntarily furnished by those receiving assistance.

For non-profits, required posting of financial documents – A grantee that is a non-profit organization but is not a 501(c)(3) organization finally certified by the Internal Revenue Service must make its financial statements available online.

Funding Eligibility Conditions for Federal VOCA Grants

These conditions are required to be maintained in order to obtain and retain eligibility for federal VOCA grants administered by CJD.

Federal VOCA program guidelines – Grantees must comply with applicable provisions of the VOCA Final Program Guidelines VOCA, FY 1997 Victim Assistance Program.

National Historic Preservation Act (NHPA) – VOCA grant funds administered by CJD are generally ineligible to be used in the renovation of buildings unless specifically authorized in the grant award.

Qualifying populations – The grantee will adhere to VOCA Victim's Assistance Grant Program guidelines, which require that VOCA funds are used to serve the (specific) qualifying population, which is defined as victims of an offense that violates a federal or state criminal statute or regulation or the victims of crimes that occur in a geographic area which is under federal legal jurisdiction.

Reporting mis-use of grant funds - The recipient and any subrecipients must promptly refer to CJD any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submilted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds.

Certification of non-profit status – By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

1. a copy of the recipient's 501(c)(3) designation letter;
2. a letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
3. a copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Restrictions and certifications regarding non-disclosure agreements and related matters - No recipient or subrecipient under this award, or entity that receives a contractor subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates 10 classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to CJD, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized to make subawards or contracts under this award:
    a. it represents that:
        i. it has determined that no other entity that the recipient's application proposes mayor will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to CJD, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by CJD.

Compliance with Victims of Crime Act - The recipient assures that it and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and

(2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the recipient certifies:

a) that it is an eligible victim assistance organization, 42 U.S.C. 10603(a)(2); and
b) that funds under this award will not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 U.S.C. 10603(a)(2).

Project-Specific Requirements for Federal VOCA Grants

These requirements only apply to grantees using federal VOCA grant funds for specific activities or types of projects. Review the requirements below to see if they apply to your grant.

Specific legal services – Victims of an offense that violates a federal or state criminal statute may be eligible for grant funded legal services. All legal assistance will work specifically in the interest of assisting the victim with issues arising from the (original or specific) offense that created the victim status.

Statement of Grant Award (SOGA)

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded as well as any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2924301	**Award Amount:**	$264,476.04
Date Awarded:	10/2/2015	**Grantee Cash Match:**	$66,119.03
Grant Period:	09/01/2015 - 09/30/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2017	**Total Project Cost:**	$330,595.07
Program Fund:	VA-Victims of Crime Act Formula Grant Program		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County DA's Office-Victim Assistance Program		
Grant Manager:	Tracey Pitts		
DUNS Number:	103110834		

CFDA:	16.575 - Victims of Crime Act Formula Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime
Federal Award Date:	8/25/2015
Federal/State Award ID Number:	2015-VA-GX-0009
Total Federal Award/State Funds Appropriated:	$161,830,424.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. Grant Period Realignment	7/27/2015		☐	☑
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	7/27/2015		☐	☐

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Camille Cain
Executive Director
Criminal Justice Division

AI-51390 **District Attorney** **7. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Grand Jury (1100):
Approval of 2015 DA's Office-Grand Jury budget/appropriation for fund 1100 Grand Jury in the amount of $4,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-20-080-001-0-831

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

BUDGETARY IMPACT:

Funds to be appropriated from Grand Jury Fund Balance (ACCT #5-1100-255-02-000-001-0-000).

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2015 02:41 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Ramiro Sendejo		Started On: 09/16/2015 09:38 AM
Final Approval Date: 09/25/2015		

DATE: September 23, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1100-412-20-080-001-0-XXX GRAND JURY

Contact Person: Ramiro Sendejo **Ph#** (956)292-7604 Ext. 8082

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
5-1100-412-20-080-001-0-831	Grand Jury-Court Cost & Investigation	$4,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$4,000.00**

REASON: To appropriate the 2015 DA-Grand Jury Budget for Court Cost & Investigation. Funds to be appropriated from Grand Jury Fund Balance (ACCT #5-1100-255-02-000-001-0-000)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-51544 **Tax Office** **8. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in support of Proposition 1; a constitutional amendment increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes from $15,000 to $25,000 on the November 3, 2015 ballot.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 09:44 AM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Julia Sullivan		Started On: 09/24/2015 03:31 PM
Final Approval Date: 09/25/2015		

RESOLUTION IN SUPPORT OF PROPOSITION 1: A CONSTITUTIONAL AMENDMENT INCREASING THE HOMESTEAD EXEMPTION FROM AD VALOREM TAXATION

WHEREAS, Texas voters will have the opportunity to vote in support of Proposition 1 on the November 3, 2015 ballot; and

WHEREAS, Proposition 1 is a constitutional amendment increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes from $15,000 to $25,000, which will provide property tax relief; and

WHEREAS, the homestead exemption on school property taxes has not been increased since 1997, when voters approved a measure to increase the exemption from $5,000 to $15,000 – nearly 94 percent of voters in 1997 supported the increase to the homestead exemption; and

WHEREAS, homeowners with the current exemption of $15,000 are saving approximately $185. If the increase to $25,000 is approved by voters, homeowners will save $309. Which would be an additional $120; and

WHEREAS, Hidalgo County Tax Assessor-Collector Pablo "Paul" Villarreal, Jr. supports the amendment and urges residents interested in cutting taxes to vote in favor of it.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby support Proposition 1 on the November 3, 2015 ballot.

Approved this 29th day of September 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-51446 **Tax Office** **8. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Edgar Jaramillo, TAX OFFICE

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (PAG McAllen T1, LLC DBA Scion of Pharr, Toyota of Pharr - P123289 and PAG McAllen H1, LLC DBA Hyundai of Pharr – P123292). Dealers desire to act as agents of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Each dealership agrees to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

BACKGROUND

This is in accordance with Texas Transportation Code Sec 520.005c. The Assessor Collector may license franchised and non-franchised motor vehicle dealers to title and register motor vehicles in accordance with the rules adopted under 520.004. These Penske Automotive Group Dealerships have been part of the WebDealer program since March of 2015. This new agreement will now allow PAG to also submit used vehicle title applications for processing.

Fiscal Impact

Attachments

PAG McAllen T1 LLC
PAG McAllen H1 LLC
Bond Rider
Hyundai Bond
PAG ACH Form
Legal Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/18/2015 01:02 PM
Manuel Chapa	Manuel Chapa	09/18/2015 04:16 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Edgar Jaramillo Started On: 09/18/2015 11:46 AM

Final Approval Date: 09/25/2015

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and PAG MCALLEN T1, LLC DBA SCION OF PHARR, TOYOTA OF PHARR, hereafter referred to as "DISTRIBUTOR".

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Distributor needed for issuance of license plates and registration stickers to the public upon the terms and conditions hereof. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.

5. License registration stickers, license plates, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.

6. The Distributor shall collect the fees prescribed by the County for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. Stickers that are unaccounted for will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of $80.25 for each missing sticker and $7.00 per each missing license plate.

7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Distributor will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued, a final report within twenty four (24) hours after the termination date, and funds owed to the County under this Agreement.

16. This Agreement shall constitute the entire agreement between the parties hereto. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after

mailing) Distributor shall have twenty four (24) hours to return to the County all supplies, payment for stickers issued, and final report, To County at the location in numbered paragraph 19., hereof.

17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: PAG MCALLEN T1, LLC
DBA SCION OF PHARR, TOYOTA OF PHARR
GDN# P123289
2132 N MAYS ST STE 950
PHARR, TX 78577-6515

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2015.

BY:_____
RAMON GARCIA
COUNTY JUDGE

BY:_____
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

PAG MCALLEN T1, LLC
DBA SCION OF PHARR, TOYOTA OF PHARR
GDN# P123289
2132 N MAYS ST STE 950
PHARR, TX 78577-6515

BY:_____

PRINTED NAME: George Raysik

TITLE: Secty + Treasurer/CFO

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and PAG MCALLEN H1, LLC DBA HYUNDAI OF PHARR, hereafter referred to as "DISTRIBUTOR".

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Distributor needed for issuance of license plates and registration stickers to the public upon the terms and conditions hereof. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

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9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

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14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued, a final report within twenty four (24) hours after the termination date, and funds owed to the County under this Agreement.

16. This Agreement shall constitute the entire agreement between the parties hereto. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after

mailing) Distributor shall have twenty four (24) hours to return to the County all supplies, payment for stickers issued, and final report, To County at the location in numbered paragraph 19., hereof.

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18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: PAG MCALLEN H1, LLC
DBA HYUNDAI OF PHARR
GDN# P123292
2132 N MAYS ST STE 950
PHARR, TX 78577-6515

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE ____ DAY OF _____, 2015.

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: _____
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

PAG MCALLEN H1, LLC
DBA HYUNDAI OF PHARR
GDN# P123292
2132 N MAYS ST STE 950
PHARR, TX 78577-6515

BY: _____

PRINTED NAME: George Rayski

TITLE: Sec'ty + Treasurer/CFO

RIDER

To be attached to and form part of:

Bond Number 09124805
dated 12/9/2013

issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND
in the amount of $ 5,000.00

on behalf of PAG MCALLEN T1, LLC, FRANK SMITH TOYOTA
(Principal)

and in favor of HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The PRINCIPAL NAME shall be amended:

FROM: PAG McAllen T1, LLC dba Toyota of Pharr

TO: PAG McAllen T1, LLC dba Scion of Pharr, Toyota of Pharr

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 14th day of September, 2015.

Signed, Sealed & Dated this 14th day of September, 2015.

PAG MCALLEN T1, LLC, DBA SCION OF PHARR, TOYOTA OF PHARR
(Principal)

By: _____

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

By: _____
Judith A. Lucky-Eftimov , Attorney-in-Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 14th day of September, 2015, before me, Judy A. Andersen, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
JUDY A ANDERSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/19/2019

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. YATES, Christina L. SANDOVAL and Diane M. O'LEARY, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of June, A.D. 2015.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:

Secretary
Michael McKibben

Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 1st day of June, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

POA-F 036-0055

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of September, 2015.

Michael Bond, Vice President

ORIG

RIDER

To be attached to and form part of:

Bond Number	09124806
dated	12/9/2013
issued by the	FIDELITY AND DEPOSIT COMPANY OF MARYLAND
in the amount of	$ 5,000.00
on behalf of (Principal)	PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI
and in favor of (Obligee)	HIDALGO COUNTY TAX ASSESSOR - COLLECTOR

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The PRINCIPAL NAME shall be amended:

FROM: PAG McAllen H1, LLC, Frank Smith Hyundai

TO: PAG McAllen H1, LLC dba Hyundai of Pharr

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 2nd day of January, 2015.

Signed, Sealed & Dated this 23rd day of December, 2014.

PAG MCALLEN H1, LLC DBA HYUNDAI OF PHARR

By: _____
(Principal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Surety)

By: _____
Judith A. Lucky-Eftimov, Attorney-in-Fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Melissa L. FORTIER, Jessica B. YATES and Diane M. O'LEARY, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 5th day of September, A.D. 2014.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Assistant Secretary
Michael McKibben

_____
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 5th day of September, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

POA-F 036-0055

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of December, 2014.

Michael Bond, Vice President

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 23rd day of December, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
SEPTEMBER 26, 2016

Bond 09124806

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI as Principal, of 1625 W. Expressway 83 (Street and Number), Pharr (City) TX (State) and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a MD corporation, as Surety, are held and bound unto HIDALGO COUNTY TAX ASSESSOR - COLLECTOR PO Box 178, 2802 S. Bus. Hwy 281 Edinburg, TX 78540-0178, as Obligee, in the sum of Five Thousand and 00/100 Dollars ($ 5,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of January 2014.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Distributor of Motor Vehicle License Renewal Stickers by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:
   - ☐ Until _____, or until the date of expiration of any Continuation Certificate executed by the Surety

   OR
   - ☒ Until canceled as herein provided.
2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than 30 days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

PAG MCALLEN H1, LLC, FRANK SMITH HYUNDAI
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Judith A. Lucky-Eftimov
Attorney-in-Fact

S-1235/GEEF 2/98

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Karen L. DANIEL, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK and Melissa L. FORTIER, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of December, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Gerald F Haley

Assistant Secretary
Gerald F. Haley

T. O. McClellan

Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 4th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of January, 2014.

James M. Carroll, Vice President

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 10th day of January, 2014, before me, Sandra M. Winsted, a Notary Public, within and for said County and State, personally appeared Judith A. Lucky-Eftimov to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Notary Public in the State of Illinois
County of Cook

OFFICIAL SEAL
SANDRA M WINSTED
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES
SEPTEMBER 26, 2016

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA

Automatic Bank Draft Authorization Form

Auto License
2804 S. Bus. Hwy 281

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2158 • Fax (956) 318-2191

Please choose from the following

☑ Tax, Title and License

☑ Registration Fees

**** Please note that if your bank has an ACH limit, please notify this office and make sure that; your work does not exceed that limit, have the limit raised if necessary or authorize the Hidalgo County Tax Office to be able to exceed the limit if your work requires****

I (we) hereby authorize the Hidalgo County Tax Assessor/Collector's Office, herein called Company, to initiate debit transactions from the U.S. Bank named below; herin called Depository, for the payment of Tax, Title, and License fees, or registration fees. I (we) understand that a NSF fee will be charged, as allowed by applicable law, if any item is returned for any reason.

Name PAG McAllen H1, LLC DBA Frank Smith Hyundai

Mailing Address PO Box 1568 City Round Rock State TX Zip 78680

Email cbignell@penskeautomotive.com Phone 512-807-4534

Bank Name Bank of America Account Name Operating Account

Routing Number 063100277V Account Number 898052386727

Bank Representative Jimmy McKenzie Phone 1800-375-62162 opt 1

This Authority is to remain in full force and effect until Company and Depository have received written notification from me (us) of this termination in a timely manner as to afford Company and Depository a reasonable opportunity to act on it.

Signature CBell Date 10-13-14

Printed Name Cindy Bignell Title Accounting Manager

Signature _____ Date _____

Printed Name _____ Title _____

Return this form to Hidalgo County Tax Assessor/Collectors office at 2804 S. Bus. Hwy 281 Edinburg, TX 78540 Attn: Guillermo Palacios or fax to us at (956) 318-2191. For more information please call (956) 318-2158

Tax Office Sub-Stations

1429 S. Tower Rd.
Alamo, TX 78516
(956) 784-8688
Fax (956) 784-3539

509 E. Farling Rd.
San Juan, TX 78589
(956) 283-1645
Fax (956) 283-1855

1902 Joe Stephen Ste. 201
Weslaco, TX 78596
(956) 973-7825
Fax (956) 973-7829

722 N. Breyfogle Rd. Ste. 104
Mission, TX 78574
(956) 581-8898
Fax (956) 580-7425

300 W. Hall Acres Rd. Ste. C
Pharr, TX 78577
(956) 784-3555
Fax (956) 784-3556

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA

Automatic Bank Draft Authorization Form

Auto License
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P.O. Box 178
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**** Please note that if your bank has an ACH limit, please notify this office and make sure that; your work does not exceed that limit, have the limit raised if necessary or authorize the Hidalgo County Tax Office to be able to exceed the limit if your work requires****

I (we) hereby authorize the Hidalgo County Tax Assessor/Collector's Office, herein called Company, to initiate debit transactions from the U.S. Bank named below; herin called Depository, for the payment of Tax, Title, and License fees, or registration fees. I (we) understand that a NSF fee will be charged, as allowed by applicable law, if any item is returned for any reason.

Name PAG McAllen T1, LLC DBA Frank Smith Hyundai

Mailing Address PO Box 1568 City Round Rock State TX Zip 78680

Email cbisciello@penskeautomotive.com Phone 512-807-4534

Bank Name Bank of America Account Name Operating Account

Routing Number 063100277V Account Number 898052386751

Bank Representative Jimmy McKenzie Phone 1800-375-6262 opt 1

This Authority is to remain in full force and effect until Company and Depository have received written notification from me (us) of this termination in a timely manner as to afford Company and Depository a reasonable opportunity to act on it.

Signature CBC Date 10-13-14

Printed Name Cindy Bisciell Title Accounting Manager

Signature _____ Date _____

Printed Name _____ Title _____

Return this form to Hidalgo County Tax Assessor/Collectors office at 2804 S. Bus. Hwy 281 Edinburg, TX 78540 Attn: Guillermo Palacios or fax to us at (956) 318-2191. For more information please call (956) 318-2158

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(956) 283-1645
Fax (956) 283-1855

1902 Joe Stephen Ste. 201
Weslaco, TX 78596
(956) 973-7825
Fax (956) 973-7829

722 N. Breyfogle Rd, Ste. 104
Mission, TX 78574
(956) 581-8898
Fax (956) 580-7425

300 W. Hall Acres Rd. Ste. C
Pharr, TX 78577
(956) 784-3555
Fax (956) 784-3556

Santos Castilleja

From: Steve Crain [scrain@atlashall.com]
Sent: Wednesday, September 09, 2015 4:29 PM
To: Santos Castilleja
Subject: RE: Penske Automotive Group

The Agreement looks OK but remember you will have to make sure the liability outstanding to the County never exceeds the amount of the bond.

From: Santos Castilleja [mailto:santos.castilleja@hidalgocountytax.org]
Sent: Wednesday, September 09, 2015 4:00 PM
To: Steve Crain
Subject: Penske Automotive Group

Steve Crain

Hidalgo County Attorney

Atlas Hall

818 Pecan Blvd.

McAllen, TX 78501

Subject: Web-Dealer Contract Request for Legal Approval

Dear Mr. Crain,

We have made the recommended changes and are anxious to make our presentation and request approval from our Commissioners. Please review the final contract allowing us to change the agreement to allow for used vehicles. Please let us know if you have any additional recommendations. The bonds in place are being updated to properly reflect all name changes. We formally would like to request legal approval to proceed and request this contract be signed by the dealership.

Thanking you,

Santos Castilleja III

Motor Vehicle Manager

Hidalgo County Tax Office

Department of Auto License & Registration

PO Box 2099, 2804 S. Bus. Hwy. 281

Edinburg, TX 78540-2099

Tel: (956) 289-7458

Fax: (956) 318-2191

santos.castilleja@hidalgocountytax.org

CONFIDENTIALITY NOTICE:
This E-mail and any attachments are confidential. If you are not the intended recipient, you do not have permission to disclose, copy, distribute, or open any attachments. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.

AI-51447 **Tax Office** **8. C.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Edgar Jaramillo, TAX OFFICE

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a Dealer Agreement between Hidalgo County and (Ed Payne Motors LLP – P4916, Weslaco Motors LP – P22254, Ed Payne Motors LLP DBA Payne Fiat of the Rio Grande Valley – P119124, Weslaco Ford LLP – P21629). Dealers desire to act as agents of the Tax Assessor Collector in the issuance of motor vehicle license stickers and license plates. Each dealership agrees to comply with the requirements of the WebDealer system of the Texas Department of Motor Vehicles and will furnish and maintain any necessary equipment.

BACKGROUND

This is in accordance with Texas Transportation Code Sec 520.005c. The Assessor Collector may license franchised and non-franchised motor vehicle dealers to title and register motor vehicles in accordance with the rules adopted under 520.004.

Fiscal Impact

Attachments

Payne Fiat
Ed Payne Contract
Weslaco Ford
Weslaco Motors
Transportation Code
Legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/18/2015 01:02 PM
Manuel Chapa	Manuel Chapa	09/21/2015 10:55 AM

Auditor's Office	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Edgar Jaramillo		Started On: 09/18/2015 12:10 PM
Final Approval Date: 09/25/2015		

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and ED PAYNE MOTORS LLP DBA PAYNE FIAT OF THE RIO GRANDE VALLEY, hereafter referred to as "DISTRIBUTOR".

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Distributor needed for issuance of license plates and registration stickers to the public upon the terms and conditions hereof. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.

5. License registration stickers, license plates, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.

6. The Distributor shall collect the fees prescribed by the County for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. Stickers that are unaccounted for will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of $80.25 for each missing sticker and $7.00 per each missing license plate.

7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Distributor will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued, a final report within twenty four (24) hours after the termination date, and funds owed to the County under this Agreement.

16. This Agreement shall constitute the entire agreement between the parties hereto. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after

mailing) Distributor shall have twenty four (24) hours to return to the County all supplies, payment for stickers issued, and final report, To County at the location in numbered paragraph 19., hereof.

17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: ED PAYNE MOTORS LLP
DBA PAYNE FIAT OF THE RIO GRANDE VALLEY
GDN# P119124
2101 E EXPRESSWAY 83 BLDG B
WESLACO, TX 78596-5019

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2015.

BY:_____
RAMON GARCIA
COUNTY JUDGE

BY:_____
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

ED PAYNE MOTORS LLP
DBA PAYNE FIAT OF THE RIO GRANDE VALLEY
GDN# P119124
2101 E EXPRESSWAY 83 BLDG B
WESLACO, TX 78596-5019

BY:_____

PRINTED NAME:_____

TITLE:_____

SureTec Motor Vehicle Dealer Bond Application

Bond Eff. Date 5/29/2015	**Bond amount $** 5,000.00	**Who is requiring the bond (Obligee)?** Hidalgo County Tax Assessors-Collector

Name *(as it is to appear on the bond)* Ed Payne Motors dba Payne Fiat of The Rio Grande Valley			
Address 2401 E Expresswa	**City** Weslaco	**State** TX	**Zip** 78596
SS# or Tax ID# 742679489	**Phone** 956-969-2525	**Fax**	
Type of Business ☐ Individual ☐ Partnership ☐ Corporation ☐ S Corp ☐ LLP ☒ LLC			
Date business started	**No. years experience**	**Approx. no. of cars sold in 3 month period**	
Prior Surety? ☐ Yes ☒ No *if yes, please give name and reason for change*			

Does the business or any principal involved: *if yes, attach an explanation*			
Have any outstanding collection items or liens?	☐ Yes ☐ No	**Had any lawsuits or judgments against them?**	☐ Yes ☐ No
Ever failed in business or declared bankruptcy?	☐ Yes ☒ No	**Ever had a license or bond canceled or denied?**	☐ Yes ☐ No

Owner Information *to be completed by all owners. For more than two owners, make copies and attach*

Name EM Payne		**SSN** 453-84-0562		**Email**	
☐ Own ☐ Rent	**Home Address**		**City**	**State**	**Zip**
Date of Birth	**Home Phone**	**Spouse**		**Business Ownership**	%
Name		**SSN**		**Email**	
☐ Own ☐ Rent	**Home Address**		**City**	**State**	**Zip**
Date of Birth	**Home Phone**	**Spouse**		**Business Ownership**	%

Agency Contact

Agency Shepard Walton King Ins Group		
Contact Raul Cabaza		
Address 121 W Pecan, McAllen, TX 785701		
Phone 956-682-2841	**Fax** 956-630-4015	
Mobile	**Email** rcabaza@swkins.com	

Agency Recommendation

- ☐ We are not familiar with the applicant
- ☐ Applicant has been referred to us for bond placement
- ☒ The agency writes all Applicant's insurance and we highly recommend
- ☐ Other

Indemnification Agreement – Read Carefully and Sign

IN CONSIDERATION of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned individually hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. That the provided information is true and correct.
2. To reimburse SureTec Insurance Company ("Surety") upon demand for all payments made for and to indemnify Surety from: a) all loss, contingent loss, liability and contingent liability, claim, expense, including attorneys' fees and claims adjusting fees, for which Surety shall pay, become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and b) to pay Surety an advance premium for the first year or a fractional part thereof that is fully earned and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee. c) Upon written demand, to deposit with the Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion determines necessary and the deposit shall be pledged as collateral security on any bond or other bonds the Surety may have issued for the undersigned.
3. A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
4. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Houston, Harris County, Texas and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Harris County, Texas.
5. Surety is authorized to investigate, at any time, the undersigned's credit, employment history, and department of motor vehicle records. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
6. Surety, at its sole discretion and without notice to the undersigned is authorized, but not required, to make or consent to changes in the bond or to issue substitute bonds or renewals thereof and this indemnification shall apply to such change, substitute or renewal bond.
7. Regardless of the date of signature, this indemnity is effective as of the date of execution of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

Important Signature Instructions

- If sole owner, applicant must sign as duly authorized representative. Spouse must sign as additional indemnitor below.
- If a general partnership, an authorized partner must sign as duly authorized representative. All authorized partners and spouses must sign as additional indemnitor below.
- If a corporation, the president must sign as the authorized representative. All stockholders of 10% or more and spouses must sign as additional indemnitor below.

Signed and dated this 2 day of June, 2015

Ed Payne Motors LP dba Payne Fiat of The Rio Grande Valley x B Jones CFO

Print Company Name (Principal's authorized representative) (Title)

Personal Indemnitors

Witness: _____ x EM Payne

(Signature) (Print Name)

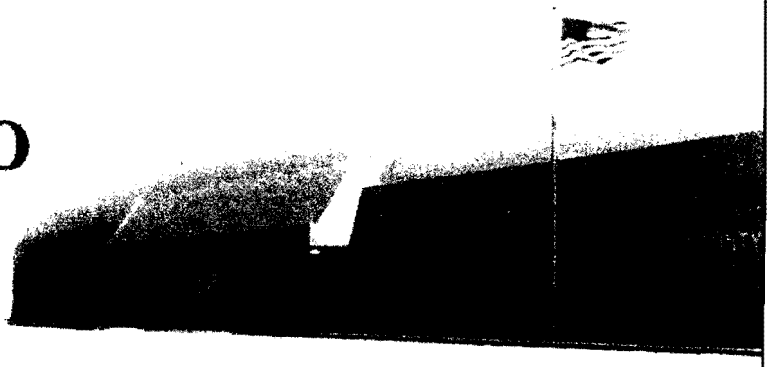
Witness: _____ x _____

(Signature) (Print Name)

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



Automatic Bank Draft Authorization Form

Auto License
2804 S. Bus. Hwy 281

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2158 • Fax (956) 318-2191

Please choose from the following

☐ Tax, Title and License

☐ Registration Fees

**** Please note that if your bank has an ACH limit, please notify this office and make sure that; your work does not exceed that limit, have the limit raised if necessary or authorize the Hidalgo County Tax Office to be able to exceed the limit if your work requires****

I (we) hereby authorize the Hidalgo County Tax Assessor/Collector's Office, herein called Company, to initiate debit transactions from the U.S. Bank named below; herin called Depository, for the payment of Tax, Title, and License fees, or registration fees. I (we) understand that a NSF fee will be charged, as allowed by applicable law, if any item is returned for any reason.

Name Ed Payne Fiat of the RGV

Mailing Address 2101 E. Expwy 83 City Weslaco State Tx Zip 78596

Email debmes@paynegroup.com Phone 956-969-2525 ext 2327

Bank Name BBVA Compass Account Name Payne Dealer Group Registration Acct

Routing Number 113010547 Account Number 6730579878

Bank Representative Sharon McGee Phone 956-393-9763

This Authority is to remain in full force and effect until Company and Depository have received written notification from me (us) of this termination in a timely manner as to afford Company and Depository a reasonable opportunity to act on it.

Signature _____ Date 6/8/15

Printed Name Daniel Henoyan Title Group Comptroller

Signature _____ Date 6/8/15

Printed Name Bud Payne Title Owner

Return this form to Hidalgo County Tax Assessor/Collectors office at 2804 S. Bus. Hwy 281 Edinburg, TX 78540 Attn: Guillermo Palacios or fax to us at (956) 318-2191. For more information please call (956) 318-2158

Tax Office Sub-Stations

1429 S. Tower Rd. Alamo, TX 78516 (956) 784-8688 Fax (956) 784-3539	509 E. Earling Rd. San Juan, TX 78589 (956) 283-1645 Fax (956) 283-1855	1902 Joe Stephen Ste. 201 Weslaco, TX 78596 (956) 973-7825 Fax (956) 973-7829	722 N. Breyfogle Rd. Ste. 104 Mission, TX 78574 (956) 581-8898 Fax (956) 580-7425	300 W. Hall Acres Rd. Ste. C Pharr, TX 78577 (956) 784-3555 Fax (956) 784-3556

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and ED PAYNE MOTORS LLP , hereafter referred to as "DISTRIBUTOR".

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Distributor needed for issuance of license plates and registration stickers to the public upon the terms and conditions hereof. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.

5. License registration stickers, license plates, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.

6. The Distributor shall collect the fees prescribed by the County for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. Stickers that are unaccounted for will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of $80.25 for each missing sticker and $7.00 per each missing license plate.

7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Distributor will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued, a final report within twenty four (24) hours after the termination date, and funds owed to the County under this Agreement.

16. This Agreement shall constitute the entire agreement between the parties hereto. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after

mailing) Distributor shall have twenty four (24) hours to return to the County all supplies, payment for stickers issued, and final report, To County at the location in numbered paragraph 19., hereof.

17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: ED PAYNE MOTORS LLP
GDN# P4916
2101 E EXPRWY 83
WESLACO, TX 78596

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2015.

BY:_____
RAMON GARCIA
COUNTY JUDGE

BY: Pablo (Paul) Villarreal Jr.
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

ED PAYNE MOTORS LLP
GDN# P4916
2101 E EXPRWY 83
WESLACO, TX 78596

BY: _____

PRINTED NAME: Bob Simms

TITLE: CFO - See

THE STATE OF TEXAS

Bond No. 3372777

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That We, Ed Payne Motors LLP as Principal and SureTec Insurance Company as Surety, are held and firmly bound unto Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas, as obligee, in the full and just sum of ($5,000.00) Five Thousand Dollars, lawful money of the United States for the payment of which sum, we bind ourselves, our heirs, our executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal, Ed Payne Motors LLP desires to pick up License Plates and License Registration Receipts from the Tax Assessor-Collector for Hidalgo County, Texas, of a value not exceeding $ ($5,000.00) Five Thousand Dollars and has entered into a Dealer's Agreement with the Tax Assessor-Collector of Hidalgo County, Texas.

NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH, THAT, if the above bounden Principal, Ed Payne Motors LLP timely remits and pays all sales tax, title fees, or registration or licensing fees due to the said Tax Assessor-Collector for Hidalgo County, Texas or his successors in office as required by the Dealers' Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

This obligation may be cancelled by said Surety by giving thirty (30) days notice in writing of its intention so to do, to said Tax Assessor-Collector for Hidalgo County, Texas and the said Surety shall be relieved of any further liability under this bond thirty (30) days from receipt of said notice by the said Tax Assessor-Collector for Hidalgo County, Texas.

IN WITNESS WHERE OF the said Principal has hereunto set his hand and the said Surety has caused these presents to be executed by its duly authorized Attorney-In-Fact this 15th DAY OF January, 2015.

Ed Payne Motors LLP
Principal

By: _____
Title

SureTec Insurance Company
Surety

By: _____
Raul Cabaza, Attorney in Fact

POA #: 3372777

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Raul Cabaza

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Ed Payne Motors LLP
Obligee: Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas
Amount: $ 5,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of January, 2015, A.D.

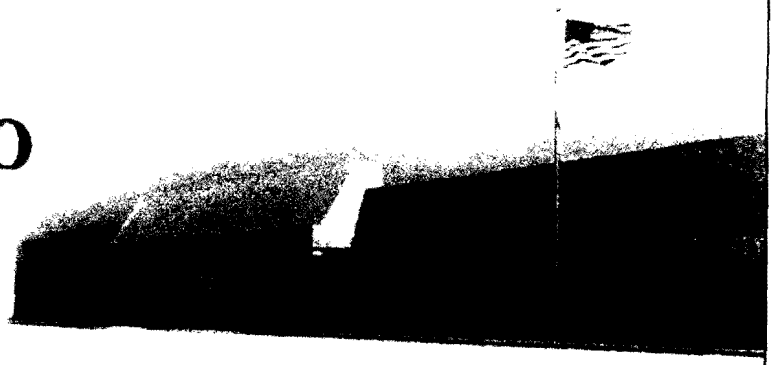
_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



Automatic Bank Draft Authorization Form

Auto License
2804 S. Bus. Hwy 281

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2158 • Fax (956) 318-2191

Please choose from the following

☐ Tax, Title and License

☐ Registration Fees

**** Please note that if your bank has an ACH limit, please notify this office and make sure that; your work does not exceed that limit, have the limit raised if necessary or authorize the Hidalgo County Tax Office to be able to exceed the limit if your work requires****

I (we) hereby authorize the Hidalgo County Tax Assessor/Collector's Office, herein called Company, to initiate debit transactions from the U.S. Bank named below; herin called Depository, for the payment of Tax, Title, and License fees, or registration fees. I (we) understand that a NSF fee will be charged, as allowed by applicable law, if any item is returned for any reason.

Name Ed Payne Motors LLP

Mailing Address 2101 E. Expwy 83 City Weslaco State Tx Zip 78596

Email debbies@paynegroup.com Phone 956-969-2555 ext 2327

Bank Name BBVA Compass Account Name Payne Dealer Group Registration Acct

Routing Number 113010547 Account Number 6730579878

Bank Representative Sharon McGee Phone 956-393-9763

This Authority is to remain in full force and effect until Company and Depository have received written notification from me (us) of this termination in a timely manner as to afford Company and Depository a reasonable opportunity to act on it.

Signature _____ Date 6/8/15

Printed Name Daniel Manzoza Title Group Comptroller

Signature X _____ Date 6/8/15

Printed Name Bud Payne Title Owner

Return this form to Hidalgo County Tax Assessor/Collectors office at 2804 S. Bus. Hwy 281 Edinburg, TX 78540 Attn: Guillermo Palacios or fax to us at (956) 318-2191. For more information please call (956) 318-2158

Tax Office Sub-Stations

1429 S. Tower Rd. Alamo, TX 78516 (956) 784-8688 Fax (956) 784-3539	509 E. Earling Rd. San Juan, TX 78589 (956) 283-1645 Fax (956) 283-1855	1902 Joe Stephen Ste. 201 Weslaco, TX 78596 (956) 973-7825 Fax (956) 973-7829	722 N. Breyfogle Rd. Ste. 104 Mission, TX 78574 (956) 581-8898 Fax (956) 580-7425	300 W. Hall Acres Rd. Ste. C Pharr, TX 78577 (956) 784-3555 Fax (956) 784-3556

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Tax Assessor-Collector, hereinafter referred to as "County", and WESLACO FORD, L.L.P. , hereafter referred to as "DISTRIBUTOR".

WHEREAS, Distributor desires to act as an agent of the County in the issuance of motor vehicle license registration stickers and license plates, and in the application for vehicle titles; and

WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

1. The County agrees to provide point of sale supplies to the Distributor needed for issuance of license plates and registration stickers to the public upon the terms and conditions hereof. Distributor agrees to comply with the requirements of the Web Dealer System of the Texas Department of Motor Vehicles. All necessary equipment will be furnished and maintained by the Distributor.

2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

3. The Distributor shall have its person in charge of local operations and all employees of the Distributor who handle or in any way assist in the issuance of stickers take an oath of deputation to be given by the County to serve as authorized agents for the issuance of license registration stickers and license plates. The Distributor shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of license registration stickers and license plates until said officer, agent or employee has been deputized by the County, and until all Distributor personnel are trained in accordance with the County qualifications, and follow all training programs in the Tax Office before the issuance of said license registration stickers and license plates.

4. The Distributor shall, in writing, designate one or more of its employees who have been deputized to serve as a receiving agent for the Distributor. The County agrees it will not furnish any point of sale equipment and supplies for the account of the Distributor other than directly to the Distributor's receiving agent. The Distributor assumes full liability for the safekeeping of all license registration stickers, license plates, and supplies furnished by the County to the Distributor's receiving agents.

5. License registration stickers, license plates, supplies, and funds in the Distributor's custody shall be insured against burglary and robbery by the Distributor.

6. The Distributor shall collect the fees prescribed by the County for each sticker issued (including applicable Road and Bridge Fees & RMA Fees). Fees collected for the issuance of stickers by the Distributor shall not be commingled with any other funds in the possession of the Distributor. Stickers that are unaccounted for will be hand delivered to and signed for by designated Tax Office personnel. All packages of sticker inventory must be accounted for before additional boxes are issued. All unassigned sticker inventory must be accounted for. Missing inventory will be considered sold or lost and will be charged to the Distributor at a rate of $80.25 for each missing sticker and $7.00 per each missing license plate.

7. The Distributor may accept individual checks and cash in payment of fees for the issuance of stickers, provided that checks are made payable to the Distributor, and provided, further, that Distributor assumes full responsibility for collection for all such checks. Distributor shall be responsible for collecting on all Non Sufficient Funds checks. Distributor shall allow on a daily basis, the County, representing those checks and cash received by the Distributor, to initiate debit transactions from the Distributor's financial institution. Said ACH fund debit shall not include the processing fee Distributor charges and collects as compensation for providing issuance of stickers which processing fee will not exceed the amount set by the Texas Department of Motor Vehicles under Section 502.1911 of the Transportation Code. Failure by the Distributor to allow the required access to the County for sums owed for stickers via daily ACH transfer to the County shall result in the immediate termination of this Agreement.

8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

10. Distributor shall, upon receiving a delivery of license plates and registration sticker inventory from the County, verify that the shipping invoice matches the number of license plates and sticker inventory packages delivered before using any of the supplies. Any discrepancies will be reported immediately in writing to the County.

11. Any changes in the ownership of Distributor must be immediately reported in writing to the County. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue to act as a license agent. It will also be necessary to audit any supplies on hand and a closing report shall be made by the current owner.

12. Distributor will provide access to the authorized representatives of the County to the area where license registration stickers and license plates are sold and stored, and will provide the necessary assistance requested in auditing or checking license stickers or supplies.

13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

14. In order to serve as a license agent, Distributor agrees to abide by all rules, regulations, and requirements of the County, as may from time to time be amended.

15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued, a final report within twenty four (24) hours after the termination date, and funds owed to the County under this Agreement.

16. This Agreement shall constitute the entire agreement between the parties hereto. Breach of any obligation to be performed by the Distributor shall constitute a breach of the entire agreement and shall give County the right to immediately terminate this Agreement. The parties hereto agree that any breach by the Distributor shall be considered a substantial breach, and Distributor shall be notified by the County of such breach by certified mail, return receipt requested. Upon the receipt of notice, (which shall be deemed to be three (3) days after

mailing) Distributor shall have twenty four (24) hours to return to the County all supplies, payment for stickers issued, and final report, To County at the location in numbered paragraph 19., hereof.

17. In the event that any audit or report of the Distributor discloses that any stickers or funds are missing or otherwise unaccounted for, the County Tax Assessor and County Auditor shall be notified immediately, and the County is entitled to collect on the bond or cash deposit for payment and apply the proceeds there from against the actual damages incurred by the County or any of its agents, employees, or public official. In the event that this Agreement is terminated by the County for breach by the Distributor in accordance with numbered paragraph 9 herein or other breach by the Distributor, and the Distributor fails to return funds and supplies within the time allowed in numbered paragraph 15 hereof, the County shall be entitled to retain proceeds of the bond as liquidated damages or, in the alternative, shall be entitled to seek recovery of actual damages.

18. The term of this agreement shall commence upon receipt by the County of the bond herein referred to, and shall continue in full force and effect thereafter until terminated in accordance with the terms hereof. This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements.

19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

COUNTY: PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: WESLACO FORD, L.L.P.
GDN# P21629
800 E EXPRWY 83
WESLACO, TX 78596

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE ____ DAY OF _____, 2015.

BY:_____
RAMON GARCIA
COUNTY JUDGE

BY:_____
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

WESLACO FORD, L.L.P.
GDN# P21629
800 E EXPRWY 83
WESLACO, TX 78596

BY:_____

PRINTED NAME: Bob Grooms

TITLE: CFO - See

THE STATE OF TEXAS

Bond No. 3372779

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That We, Weslaco Ford LLP as Principal and SureTec Insurance Company as Surety, are held and firmly bound unto Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas, as obligee, in the full and just sum of ($5,000.00) Five Thousand Dollars, lawful money of the United States for the payment of which sum, we bind ourselves, our heirs, our executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal, Weslaco Ford LLP desires to pick up License Plates and License Registration Receipts from the Tax Assessor-Collector for Hidalgo County, Texas, of a value not exceeding $ ($5,000.00) Five Thousand Dollars and has entered into a Dealer's Agreement with the Tax Assessor-Collector of Hidalgo County, Texas.

NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH, THAT, if the above bounden Principal, Weslaco Ford LLP timely remits and pays all sales tax, title fees, or registration or licensing fees due to the said Tax Assessor-Collector for Hidalgo County, Texas or his successors in office as required by the Dealers' Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

This obligation may be cancelled by said Surety by giving thirty (30) days notice in writing of its intention so to do, to said Tax Assessor-Collector for Hidalgo County, Texas and the said Surety shall be relieved of any further liability under this bond thirty (30) days from receipt of said notice by the said Tax Assessor-Collector for Hidalgo County, Texas.

IN WITNESS WHERE OF the said Principal has hereunto set his hand and the said Surety has caused these presents to be executed by its duly authorized Attorney-In-Fact this 15th DAY OF January, 2015.

Weslaco Ford LLP
Principal

By: _____
Title

SureTec Insurance Company
Surety

By: _____
Raul Cabaza, Attorney in Fact

POA #: 3372779

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Raul Cabaza

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Weslaco Ford LLP
Obligee: Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas
Amount: $ 5,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of January, 2015, A.D.

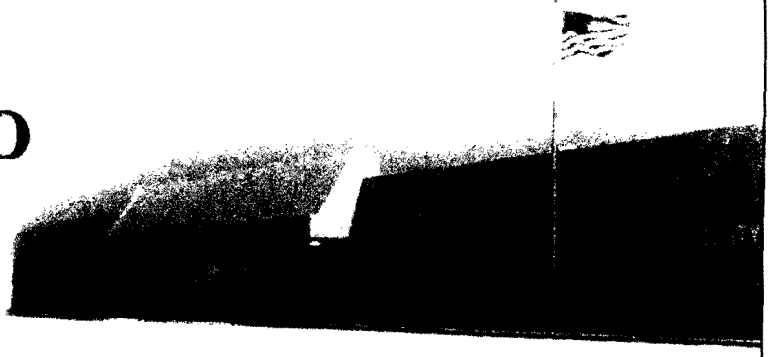
_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



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☐ Registration Fees

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Name Weslaco Ford LP

Mailing Address 800 E. Expwy 83 City Weslaco State TX Zip 78596

Email debmes@paynegroup.com Phone 956-969-2525 ext 2327

Bank Name BBVA Compass Account Name Payne Dealer Group Registration Acct

Routing Number 113010547 Account Number 0730579878

Bank Representative Sharon McGee Phone 956-393-9763

This Authority is to remain in full force and effect until Company and Depository have received written notification from me (us) of this termination in a timely manner as to afford Company and Depository a reasonable opportunity to act on it.

Signature _____ Date 6/8/15

Printed Name Daniel Quinoso Title Group Comptroller

Signature X _____ Date 6/8/15

Printed Name Bud Payne Title Owner

Return this form to Hidalgo County Tax Assessor/Collectors office at 2804 S. Bus. Hwy 281 Edinburg, TX 78540 Attn: Guillermo Palacios or fax to us at (956) 318-2191. For more information please call (956) 318-2158

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Alamo, TX 78516	San Juan, TX 78589	Weslaco, TX 78596	Mission, TX 78574	Pharr, TX 78577
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Fax (956) 784-3539	Fax (956) 283-1855	Fax (956) 973-7829	Fax (956) 580-7425	Fax (956) 784-3556

THE STATE OF TEXAS

COUNTY OF HIDALGO

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WHEREAS, public convenience will be furthered by the ability of vehicle dealers to directly register automobiles and to issue registration stickers and license plates.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the obligations and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Distributor hereby agree as follows:

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2. In order to guarantee the faithful performance of the duties of the Distributor hereunder and to insure that all funds coming into the possession or control of the Distributor by virtue of this Agreement are paid over to the County, the Distributor agrees to post a surety bond in the amount of **$5,000.00** per General Distinguishing Number (GDN) naming the Hidalgo County Tax Assessor-Collector as obligee on said bond or post a cash deposit with the Hidalgo County Tax Assessor-Collector in the amount of **$5,000.00** per General Distinguishing Number (GDN). If the Distributor elects to post a bond, said bond shall be continuous in form, and subject to termination only with thirty (30) days written notice to the Hidalgo County Tax Assessor-Collector, and shall be issued by a surety company or financial institution acceptable to the County.

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8. The Distributor is subject to audit by the Hidalgo County Tax Assessor-Collector, Hidalgo County Auditor, the State of Texas Department of Motor Vehicles, the Comptroller of the State of Texas, any Certified Public Accountant, or any person or entity designated by any one or more of the same, at any time during normal business hours of the Distributor, at the place of business of the Distributor designated in this Agreement. The Distributor's receiving agent shall be present and shall make available at the place of the audit all supplies or forms required.

9. The Distributor shall deliver as often as required by the County a license report in the form required by the County. Any report which is not in order and which does not balance or conform to the usual requirements will be returned in its entirety for correction or clarification or may result in immediate termination of this Agreement.

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13. Distributor will verify Proof of Texas Liability Insurance, when applicable, before selling a license registration sticker and license plate.

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15. This Agreement may be voluntarily terminated by either party upon thirty (30) days written notice to the party. If the Agreement is terminated in accordance with this numbered paragraph 15 or for any other reason, the Distributor shall return to the County all outstanding inventories of stickers and license plates, together with supplies and payment for stickers issued, a final report within twenty four (24) hours after the termination date, and funds owed to the County under this Agreement.

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19. Any notices given under this Agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail, return receipt requested, postage prepaid, to the parties as follows:

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HIDALGO COUNTY
TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
P.O. BOX 178
EDINBURG, TEXAS 78540-0178

DISTRIBUTOR: WESLACO MOTORS LP
GDN# P22254
2401 E EXPRESSWAY 83
WESLACO, TX 78596-5512

20. This Agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County Tax Assessor-Collector. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Distributor.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Hidalgo County Texas.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 2015.

BY:_____
RAMON GARCIA
COUNTY JUDGE

BY:_____
PABLO (PAUL) VILLARREAL JR.
TAX ASSESSOR-COLLECTOR

ATTEST:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DISTRIBUTOR:

WESLACO MOTORS LP
GDN# P22254
2401 E EXPRESSWAY 83
WESLACO, TX 78596-5512

BY:_____

PRINTED NAME: BOB GROOMS

TITLE: CFO - Sec

THE STATE OF TEXAS

Bond No. 3372778

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That We, Weslaco Motors LP as Principal and SureTec Insurance Company as Surety, are held and firmly bound unto Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas, as obligee, in the full and just sum of ($5,000.00) Five Thousand Dollars, lawful money of the United States for the payment of which sum, we bind ourselves, our heirs, our executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal, Weslaco Motors LP desires to pick up License Plates and License Registration Receipts from the Tax Assessor-Collector for Hidalgo County, Texas, of a value not exceeding $ ($5,000.00) Five Thousand Dollars and has entered into a Dealer's Agreement with the Tax Assessor-Collector of Hidalgo County, Texas.

NOW, THEREFORE, THE CONDITION OF SAID OBLIGATION IS SUCH, THAT, if the above bounden Principal, Weslaco Motors LP timely remits and pays all sales tax, title fees, or registration or licensing fees due to the said Tax Assessor-Collector for Hidalgo County, Texas or his successors in office as required by the Dealers' Agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

This obligation may be cancelled by said Surety by giving thirty (30) days notice in writing of its intention so to do, to said Tax Assessor-Collector for Hidalgo County, Texas and the said Surety shall be relieved of any further liability under this bond thirty (30) days from receipt of said notice by the said Tax Assessor-Collector for Hidalgo County, Texas.

IN WITNESS WHERE OF the said Principal has hereunto set his hand and the said Surety has caused these presents to be executed by its duly authorized Attorney-In-Fact this 15th DAY OF January, 2015.

Weslaco Motors LP
Principal

By: _____
Title

SureTec Insurance Company
Surety

By: _____
Raul Cabaza, Attorney in Fact

POA #: 3372778

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Raul Cabaza

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Weslaco Motors LP
Obligee: Pablo "Paul" Villarreal, Jr., Tax Assessor-Collector of Hidalgo County, Texas
Amount: $ 5,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of January, 2015, A.D.

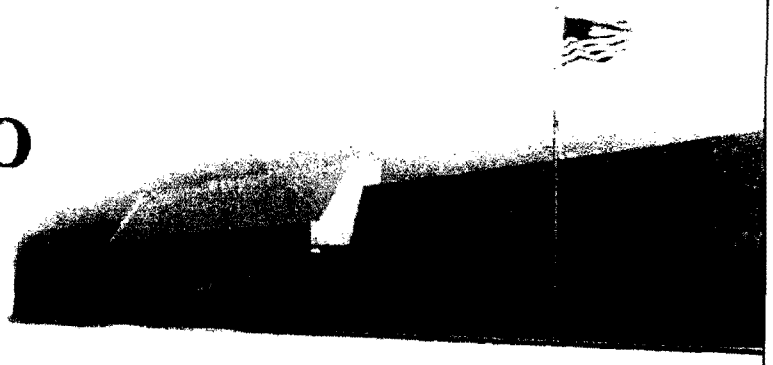
_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



Automatic Bank Draft Authorization Form

Auto License
2804 S. Bus. Hwy 281

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2158 • Fax (956) 318-2191

Please choose from the following

☐ Tax, Title and License

☐ Registration Fees

**** Please note that if your bank has an ACH limit, please notify this office and make sure that; your work does not exceed that limit, have the limit raised if necessary or authorize the Hidalgo County Tax Office to be able to exceed the limit if your work requires****

I (we) hereby authorize the Hidalgo County Tax Assessor/Collector's Office, herein called Company, to initiate debit transactions from the U.S. Bank named below; herin called Depository, for the payment of Tax, Title, and License fees, or registration fees. I (we) understand that a NSF fee will be charged, as allowed by applicable law, if any item is returned for any reason.

Name Weslaco Motors LP

Mailing Address 2229 E. Expwy 83 City Weslaco State Tx Zip 78596

Email debbies@payregroup.com Phone 956 969-2525 ext 2327

Bank Name BBVA Compass Account Name Payne Dealer Group Registration Acct

Routing Number 113010547 Account Number 6930579878

Bank Representative Sharon McGee Phone 956 393-9763

This Authority is to remain in full force and effect until Company and Depository have received written notification from me (us) of this termination in a timely manner as to afford Company and Depository a reasonable opportunity to act on it.

Signature _____ Date 6/18/15

Printed Name Daniel Henderson Title Group Comptroller

Signature _____ Date 6/18/15

Printed Name Bud Payne Title Owner

Return this form to Hidalgo County Tax Assessor/Collectors office at 2804 S. Bus. Hwy 281 Edinburg, TX 78540 Attn: Guillermo Palacios or fax to us at (956) 318-2191. For more information please call (956) 318-2158

Tax Office Sub-Stations

1429 S. Tower Rd. Alamo, TX 78516 (956) 784-8688 Fax (956) 784-3539	509 E. Earling Rd. San Juan, TX 78589 (956) 283-1645 Fax (956) 283-1855	1902 Joe Stephen Ste. 201 Weslaco, TX 78596 (956) 973-7825 Fax (956) 973-7829	722 N. Breyfogle Rd. Ste. 104 Mission, TX 78574 (956) 581-8898 Fax (956) 580-7425	300 W. Hall Acres Rd. Ste. C Pharr, TX 78577 (956) 784-3555 Fax (956) 784-3556

(2) shall establish standards for uniformity and service quality for counties and dealers licensed under Section 520.005; and

(3) may conduct public service education campaigns related to the department's functions.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 30, eff. September 1, 2011.

Text of section as added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 224

For text of section as added by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 30, see other Sec. 520.004.

Sec. 520.004. DEPARTMENT RESPONSIBILITIES. The department has jurisdiction over the registration and titling of, and the issuance of license plates to, motor vehicles in compliance with the applicable statutes. The board by rule:

(1) shall provide services that are reasonable, adequate, and efficient;

(2) shall establish standards for uniformity and service quality for counties and dealers licensed under Section 520.005; and

(3) may conduct public service education campaigns related to the department's functions.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 224, eff. January 1, 2012.

Sec. 520.005. DUTY AND RESPONSIBILITIES OF COUNTY ASSESSOR-COLLECTOR. (a) Each county assessor-collector shall comply with Chapter 501.

(b) An assessor-collector who fails or refuses to comply with Chapter 501 is liable on the assessor-collector's official bond for resulting damages suffered by any person.

(c) Notwithstanding the requirements of Sections 520.008 and 520.0091, the assessor-collector may license franchised and non-franchised motor vehicle dealers to title and register motor vehicles in accordance with rules adopted under Section 520.004. The county assessor-collector may pay a fee to a motor vehicle dealer independent

of or as part of the portion of the fees that would be collected by the county for each title and registration receipt issued.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.
Transferred, redesignated and amended from Transportation Code, Section 501.137 by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 31, eff. September 1, 2011.
Transferred, redesignated and amended from Transportation Code, Section 501.137 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 225, eff. January 1, 2012.

Sec. 520.006. COMPENSATION OF ASSESSOR-COLLECTOR. (a) A county assessor-collector shall receive a fee of $1.90 for each receipt issued under Chapter 502.

Text of subsection as added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 226

(a-1) A county collecting fees on behalf of a county that has been declared as a disaster area for purposes of Section 501.023 or 502.040 may retain the commission for fees collected, but shall allocate the fees to the county declared as a disaster area.

Text of subsection as added by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 32

(a-1) A county assessor-collector collecting fees on behalf of a county that has been declared as a disaster area for purposes of Section 501.023 or 502.002 may retain the commission for fees collected, but shall allocate the fees to the county declared as a disaster area.

(b) A county assessor-collector who is compensated under this section shall pay the entire expense of issuing registration receipts and license plates under Chapter 501 or 502 from the compensation allowed under this section.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by

Acts 1997, 75th Leg., ch. 165, Sec. 30.44(b), eff. Sept. 1, 1997.
Transferred, redesignated and amended from Transportation Code, Section 502.109 by Acts 2011, 82nd Leg., R.S., Ch. 1290, Sec. 32, eff. September 1, 2011.
Transferred, redesignated and amended from Transportation Code, Section 502.109 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 226, eff. January 1, 2012.

Sec. 520.007. COUNTY BRANCH OFFICES. (a) The commissioners court of a county may authorize the county assessor-collector to:

(1) establish a suboffice or branch office for vehicle registration at one or more locations in the county other than the county courthouse; or

(2) appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the assessor-collector.

(b) The report of vehicles registered through a suboffice or branch office shall be made through the office of the county assessor-collector.

Transferred, redesignated and amended from Transportation Code, Section 502.111 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 227, eff. January 1, 2012.

Sec. 520.008. FULL-SERVICE DEPUTIES. (a) A full-service deputy appointed under Section 520.0091 shall accept any application for registration, registration renewal, or title transfer that the county assessor-collector may accept.

(b) A full-service deputy may charge and retain an additional motor vehicle registration fee not to exceed $5 for each motor vehicle registration issued.

(c) A county assessor-collector may delegate to a full-service deputy, in the manner selected by the assessor-collector, the authority to use data processing equipment and software provided by the department for use in the titling and registration of motor vehicles. The department may not limit a county assessor-collector's ability to delegate the assessor-collector's functions regarding the titling and registration of motor vehicles to a qualified full-service

deputy in the manner the assessor-collector considers appropriate.

Transferred, redesignated and amended from Transportation Code, Section 502.114 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 228, eff. January 1, 2012.

Sec. 520.009. LIMITED-SERVICE DEPUTIES. (a) A limited-service deputy appointed under Section 520.0091 may only accept registration renewals provided by the department and may not prepare or accept an application for title transfer.

(b) The county assessor-collector may pay a limited-service deputy an amount not to exceed the fee the assessor-collector could collect under Section 520.006(a) for each registration receipt issued. The commissioners court of the county may permit a limited-service deputy to charge and retain an additional fee not to exceed $1 for each registration receipt issued by the deputy.

Transferred, redesignated and amended from Transportation Code, Section 502.113 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 229, eff. January 1, 2012.

Sec. 520.0091. DEPUTY ASSESSOR-COLLECTORS. (a) A county assessor-collector, with the approval of the commissioners court of the county, may deputize an individual or business entity to:

(1) issue motor vehicle registration receipts as a limited-service deputy; or

(2) issue motor vehicle registration receipts and prepare or accept applications for title transfers as a full-service deputy.

(b) An individual or business entity is eligible to be deputized as a limited-service deputy if the person:

(1) is trained to issue registration receipts by the county assessor-collector; and

(2) posts a bond payable to the county assessor-collector:

(A) in an amount determined by the assessor-collector; and

(B) conditioned on the person's proper accounting and remittance of all fees the person collects.

(c) An individual or business entity is eligible to be deputized as a full-service deputy if the person:

(1) meets the requirements of Subsection (b); and

(2) has experience in title transfers.

(d) A person deputized under this section shall keep a separate account of the fees collected and a record of daily receipts.

Transferred and redesignated from Transportation Code, Section 502.112 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 230, eff. January 1, 2012.

Sec. 520.0092. ACTS BY DEPUTY COUNTY ASSESSOR-COLLECTOR. A deputy county assessor-collector, other than a limited service deputy appointed under Section 520.0091, may perform the duties of an assessor-collector under Chapter 501.

Transferred, redesignated and amended from Transportation Code, Section 501.136 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 231, eff. January 1, 2012.

Sec. 520.0093. LEASE OF ADDITIONAL COMPUTER EQUIPMENT. (a) This section applies only to the lease of equipment to a county for the operation of the automated registration and titling system in addition to the equipment provided by the department at no cost to the county under a formula prescribed by the department.

(b) On the request of the tax assessor-collector of a county, the department may enter into an agreement with the commissioners court of that county under which the department leases additional equipment to the county for the use of the tax assessor-collector in operating the automated registration and titling system in that county.

(c) A county may install equipment leased under this section at offices of the county or of an agent of the county.

(d) Equipment leased under this section:

(1) remains the property of the department; and

(2) must be used primarily for the automated registration and titling system.

(e) Under the agreement, the department shall charge an amount not less than the amount of the cost to the department to provide the

additional equipment and any related services under the lease. All money collected under the lease shall be deposited to the credit of the state highway fund.

Redesignated and amended from Transportation Code, Section 520.002 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 232, eff. January 1, 2012.

SUBCHAPTER B. ADMINISTRATIVE PROVISIONS

Sec. 520.015. INFORMATION CONSOLIDATION STUDY. (a) In consultation with the Department of Public Safety, the department shall conduct a study on the consolidation of similar information that is collected separately by each agency. The study should include recommendations that sufficiently protect the privacy of the public and the security and integrity of information provided.

(b) The study must be completed not later than September 1, 2012.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 234, eff. January 1, 2012.

Sec. 520.016. GENERAL PENALTY. (a) A person commits an offense if the person violates this subchapter in a manner for which a specific penalty is not provided.

(b) An offense under this section is a misdemeanor punishable by a fine of not less than $50 and not more than $200.

(c) This section does not apply to a violation of Section 520.006, 520.008, 520.009, 520.0091, or 520.0092.

Transferred, redesignated and amended from Transportation Code, Section 520.036 by Acts 2011, 82nd Leg., R.S., Ch. 1296, Sec. 235, eff. January 1, 2012.

SUBCHAPTER E. MOTOR VEHICLE TITLE SERVICES

Sec. 520.051. DEFINITIONS. In this subchapter:

(1) "Motor vehicle" has the meaning assigned by Section 501.002.

(2) "Motor vehicle title service" means any person that

Santos Castilleja

From: Steve Crain [scrain@atlashall.com]
Sent: Wednesday, September 09, 2015 4:43 PM
To: Santos Castilleja
Subject: RE: PAYNE WebDealer CONTRACTS

The agreements look good but the same comment on the Toyota agreement apply to these agreements also.

From: Santos Castilleja [mailto:santos.castilleja@hidalgocountytax.org]
Sent: Wednesday, September 09, 2015 3:49 PM
To: Steve Crain
Cc: Guillermo Palacios
Subject: PAYNE WebDealer CONTRACTS

Steve Crain
Hidalgo County Attorney
Atlas Hall
818 Pecan Blvd.
McAllen, TX 78501

Subject: Web-Dealer Contract Request for Legal Approval

Dear Mr. Crain,

We have made the recommended changes and are anxious to make our presentation and request approval from our Commissioners. Please review the final contract allowing us to start the agreement. Please let us know if you have any additional recommendations. We formally would like to request legal approval to proceed.

Thanking you,

Santos Castilleja III
Motor Vehicle Manager

Tax Assessor & Collector
Auto License Department

Hidalgo County Tax Office
Department of Auto License & Registration
PO Box 2099, 2804 S. Bus. Hwy. 281

Edinburg, TX 78540-2099
Tel: (956) 289-7458
Fax: (956) 318-2191
santos.castilleja@hidalgocountytax.org

CONFIDENTIALITY NOTICE:
This E-mail and any attachments are confidential. If you are not the intended recipient, you do not have permission to disclose, copy, distribute, or open any attachments. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.

From: Guillermo Palacios
Sent: Wednesday, September 09, 2015 3:44 PM
To: Santos Castilleja
Subject: PAYNE CONTRACTS

AI-51479 **Tax Office** **8. D.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Edgar Jaramillo, TAX OFFICE **Submitted By:** Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

1. Approval and authorization to set up a collection site at the Elsa Tax Substation.
2. Approval and authorization for a change fund of $4,500.00 in accordance with Texas Local Government Code 130.902.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

To establish a change fund.

Attachments

Auditor's approval letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/22/2015 01:19 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Edgar Jaramillo Started On: 09/22/2015 09:41 AM

Final Approval Date: 09/25/2015

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

SEP 17 2015

September 14, 2015

The Honorable Pablo Villarreal, Jr., RTA
Hidalgo County Tax Assessor/Collector
County Administration Building
2804 South Business Highway 281
Edinburg, Texas 78539

Ref: Request for Change Fund for the Elsa Tax Substation
Local Government Code Section 130.902

Dear Mr. Villarreal:

We have reviewed your written notice of the establishment of the Elsa Tax Substation collection point and have approved change fund in the amount of $4,500.00.

According to Local Government Code Section 130.902, "The Commissioners Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioners Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioners Court requesting approval of the Elsa Tax Substation collection point and of the change fund in the amount of $4,500.00. Once Commissioners Court approval is obtained, please request a check from the Hidalgo County Auditor's - Accounts Payable Section to be made payable to "Paul Villarreal, Hidalgo County Tax Assessor/Collector."

You will be responsible for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that this change fund is not to serve as petty cash or comingled with personal funds.

If you have any questions, do not hesitate to call Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645.

Respectfully,

Ray Enfracio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C | JESSE CONTRERAS JUDGE, 449TH D.C

AI-51524 **Sheriff's Office** **9. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office-FBI (1284):
1. Approval to accept overtime funding agreement from the Federal Bureau of Investigation (FBI) in the total amount of $17,548.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditors for the FY2016 FBI overtime agreement.
4. Approval of appropriation of funds in the amount of $17,548.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-056-6-131

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $17,548.00 for the FBI FY16 Grant. Funding period is from 10/01/15 - 09/30/16.

Revenue account # 5-1284-331-11-280-056-6-000 FBI

Note: Expenses relating to all fringe benefits for the overtime hours are to be charged to the Sheriff's Office General Fund Budget (Account # 5-1100-421-00-280-001-0-XXX)

Attachments

FBI 16 OT
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/24/2015 08:34 AM
Budget & Management	Veronica Ortiz	09/24/2015 08:37 AM

Manuel Chapa	Debbie Tamez	09/25/2015 02:20 PM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/24/2015 08:09 AM

Final Approval Date: 09/25/2015

NOTICE OF LIMITS

FOR

FY 2016 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA and an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2016**, the maximum limits for reimbursements under these CRAs are **$1,462.33** per month and **$17,548** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2015.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officers' benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation

6/10/15
Date

DATE: **September 24, 2015**

DEPARTMENT HEAD: **Sheriff J.E. "Eddie" Guerra**

DEPARTMENT NAME: **FBI- Overtime**

ACCOUNT NUMBER: **5-1284-421-00-280-056-6-131**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-056-6-131	Overtime Pay	17,548.00

	TOTAL APPROPRIATIONS	**17,548.00**
5-1284-331-11-280-056-6-000	**Federal Bureau of Investigation/FBI Safe Streets Task Force/ Violent Crime Unit**	**17,548.00**
	TOTAL REVENUES	**17,548.00**

REASON: **To appropriate budget for the FY2016 overtime funding provided by the Federal Bureau of Investigation (FBI) for one (1) officers @ $17,548.00**

Funding Period is October 1, 2015 to September 30, 2016

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #5-1100-421-00-280-001-0-XXX).

Grant Period: **10/1/15 - 9/30/16**

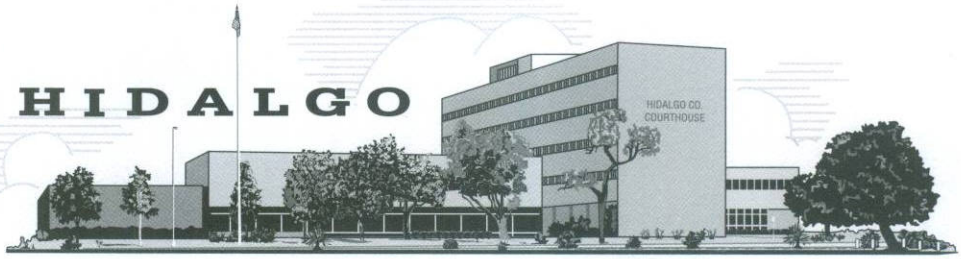
DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 25, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S. Department of Justice – Federal Bureau of Investigation. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$17,548	2015/2016 Overtime Reimbursement

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/28/15
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C.	RODOLFO DELGADO JUDGE, 93RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139TH D.C.	ROSE GUERRA REYNA JUDGE, 206TH D.C.	JUAN R. PARTIDA JUDGE, 275TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C.	NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389TH D.C.	AIDA SALINAS FLORES JUDGE, 398TH D.C.	ISRAEL RAMON, JR. JUDGE, 430TH D.C.	JESSE CONTRERAS JUDGE, 449TH D.C.

AI-51524 **Sheriff's Office 9. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office-FBI (1284):
1. Approval to accept overtime funding agreement from the Federal Bureau of Investigation (FBI) in the total amount of $17,548.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditors for the FY2016 FBI overtime agreement.
4. Approval of appropriation of funds in the amount of $17,548.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-056-6-131

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $17,548.00 for the FBI FY16 Grant. Funding period is from 10/01/15 - 09/30/16.

Revenue account # 5-1284-331-11-280-056-6-000 FBI

Note: Expenses relating to all fringe benefits for the overtime hours are to be charged to the Sheriff's Office General Fund Budget (Account # 5-1100-421-00-280-001-0-XXX)

Attachments

FBI 16 OT

Appropriation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/24/2015 08:34 AM
Budget & Management	Veronica Ortiz	09/24/2015 08:37 AM
Manuel Chapa		
Auditor's Office		
Purchasing Department		

Form Started By: Maria Del Rosario Gonzalez Started On: 09/24/2015 08:09 AM

Hector Sandoval

From: Rosie [rosieg@hidalgoso.org]
Sent: Friday, September 25, 2015 9:19 AM
To: 'Hector Sandoval'
Subject: FBI FY 16 Certification of Revenues

Importance: High

Good morning Hector,

Would you please complete a Certification of Revenues for the FBI FY16 Overtime Grant Account # 5-1284-421-00-280-056-6-XXX.

The agenda item is AI #51524.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542

Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

NOTICE OF LIMITS

FOR

FY 2016 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2016**, the maximum limits for reimbursements under these CRAs are **$1,462.33** per month and **$17,548** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2015.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officers' benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation

6/11/15
Date

DATE: September 24, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: FBI- Overtime
ACCOUNT NUMBER: 5-1284-421-00-280-056-6-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-056-6-131	Overtime Pay	17,548.00

	TOTAL APPROPRIATIONS	17,548.00
5-1284-331-11-280-056-6-000	Federal Bureau of Investigation/FBI Safe Streets Task Force/ Violent Crime Unit	17,548.00
	TOTAL REVENUES	17,548.00

REASON: **To appropriate budget for the FY2016 overtime funding provided by the Federal Bureau of Investigation (FBI) for one (1) officers @ $17,548.00**

Funding Period is October 1, 2015 to September 30, 2016

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #5-1100-421-00-280-001-0-XXX).

Grant Period: 10/1/15 - 9/30/16

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-51305 **Sheriff's Office** **9. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office OCDETF (1284):
1. Approval of FY2016 Overtime program agreement (Investigation Number SW-TXS-1006) between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County Sheriff's Office in the amount of $15,000.00.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF agreement.
4. Approval of appropriation of funds in the amount of $15,000.00.

BACKGROUND

Funding is for the period of 10/1/15 to 9/30/16.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

Grant Fiscal Year: 2016
County Fiscal/ Calendar Year: 2015
Account Fiscal Year: 6

Appropriation of funds in the total amount of $15,000.00 for the Organized Crime Drug Enforcement Task Forces (OCDETF). Funding is for period of 10/1/15 to 9/30/16.

Revenue account # 5-1284-331-11-280-064-6-000 - OCDETF

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office General Fund Budget (Account No. 5-1100-421-00-280-001-0-XXX).

Attachments

Agreement
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/10/2015 03:03 PM
Budget & Management	Veronica Ortiz	09/10/2015 03:16 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/10/2015 01:53 PM
Final Approval Date: 09/25/2015

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

FY 2016 Agreement

FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 74-6000717 DC#: R-32-

Amount Requested:

$ 15,000.00

Number of Officers Listed: 1

From: October 01, 2015
Beginning Date of Agreement

To: September 30, 2016
Ending Date of Agreement

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1006

Operation Name: Tumba Burros

Federal Agency Investigations:
Number: M5-14-0091

State or Local Agency

Narcotics Supervisor: Captain Norbert Leal

Telephone Number: (956)383-8114

E-mail Address: Norbert.leal@hidalgoso.or

Fax # (if applicable): (956)393-6179

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office

711 El Cibolo Road

Edinburg, Texas 78541

Sponsoring Federal Agency(ies):

DEA

Sponsoring Federal Agency Group/Squad Supervisor: Jesus R. Gonzalez

Telephone Number: (956)992-8427

E-mail Address: Jesus.r.gonzalez@usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:**

Name: Hector Sandoval, Grant Accountant

Telephone Number: (956)318-2511

E-mail Address: Hector.sandoval@auditor.co.hidalgo.tx.us

Fax# (if applicable): (956)318-2577

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2016.

2. No individual Agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.

17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.

19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.

22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: **J.E. "Eddie" Guerra, Sheriff** 9/9/15
Authorized State or Local Official *Title* *Date*

Approved By: Stephen M. Jenkins, ASAC 9/9/15
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____
Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: **Hidalgo County Sheriff's Office**

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-1006**

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	**Jorge E. Alvarez**	**Senior Deputy II**	**07-09-1968**
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation" Exemption

Definition of "Full-Time Participation" Exemption

The Southwest Region Coordination Group includes in the definition of "full time participation" as the State/Local Enforcement Officer working the same hours on the assigned investigation(s) as that of the case agent. Some regular hours MUST be worked before overtime will be reimbursed.

Any Other Exceptions or Justifications

There may be exceptions granted for special circumstances for one-time events such as canine searches, aerial surveillance, etc. All special circumstances MUST be approved in writing via email by Regional Coordination Group prior to use. If special circumstances are NOT approved in advance, the exception will not be granted.

Any other exemptions/exceptions must be pre-approved by the Regional Agency Coordinator.

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

Name: Hidalgo County Sheriff's Office	
Address: 100 E. Cano, 3rd Floor	
Edinburg, Texas 78539	
Taxpayer ID Number: 746000717	
Contact Person Name: Norma Garcia	Telephone Number: (956)318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name: Lone Star National Bank
Nine-Digit ABA Routing Transit Number: 114911687
Depositor Account Number: 71015647
Type of Account; (checking/savings): Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

DATE: September 14, 2015

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: OCDETF Overtime FY2016

ACCOUNT NUMBER: 5-1284-421-00-280-064-6-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-064-6-131	Overtime Pay	15,000.00

	TOTAL APPROPRIATIONS	**15,000.00**
5-1284-331-11-280-064-6-000	**Organized Crime Drug Enforcement Task Force (OCDETF)**	**15,000.00**
	TOTAL REVENUES	**15,000.00**

REASON: **To appropriate budget for the overtime hours for officer assigned to OCDETF investigations (Number SW-TXS-1006)**

Funding period is October 1, 2015 to September 30, 2016.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #5-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 25, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Organized Crime Drug Enforcement Task Force (OCDETF). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$15,000.00	SW-TXS-1006 McAllen District Office Strike Force

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/28/15
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C.	RODOLFO DELGADO JUDGE, 93RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139TH D.C.	ROSE GUERRA REYNA JUDGE, 206TH D.C.	JUAN R. PARTIDA JUDGE, 275TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C.	NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389TH D.C.	AIDA SALINAS FLORES JUDGE, 398TH D.C.	ISRAEL RAMON, JR. JUDGE, 430TH D.C.	JESSE CONTRERAS JUDGE, 449TH D.C.

AI-51305 **Sheriff's Office** 9. B.

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office OCDETF (1284):
1. Approval of FY2016 Overtime program agreement (Investigation Number SW-TXS-1006) between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County Sheriff's Office in the amount of $15,000.00.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF agreement.
4. Approval of appropriation of funds in the amount of $15,000.00.

BACKGROUND

Funding is for the period of 10/1/15 to 9/30/16.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

Grant Fiscal Year: 2016
County Fiscal/ Calendar Year: 2015
Account Fiscal Year: 6

Appropriation of funds in the total amount of $15,000.00 for the Organized Crime Drug Enforcement Task Forces (OCDETF). Funding is for period of 10/1/15 to 9/30/16.

Revenue account # 5-1284-331-11-280-064-6-000 - OCDETF

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office General Fund Budget (Account No.

5-1100-421-00-280-001-0-XXX).

Attachments

Agreement
Appropriation

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/10/2015 03:03 PM
Budget & Management	Veronica Ortiz	09/10/2015 03:16 PM
Auditor's Office		
Purchasing Department		
Form Started By: Maria Del Rosario Gonzalez		Started On: 09/10/2015 01:53 PM

Hector Sandoval

From: Rosie [rosieg@hidalgoso.org]
Sent: Friday, September 25, 2015 4:39 PM
To: 'Hector Sandoval'
Subject: FW: OCDETF FY 16 OT Certification of Revenues

Importance: High

Good afternoon Hector,

Would you please complete a Certification of Revenues for the OCDETF FY16 Overtime Grant Account # 5-1284-421-00-280-037-6-XXX.

The agenda item is AI #51305.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542

Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2016 Agreement
FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 74-6000717 DC#: R-32-

Amount Requested: $ 15,000.00

Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1006

Operation Name: Tumba Burros

From: October 01, 2015 (Beginning Date of Agreement)

To: September 30, 2016 (Ending Date of Agreement)

Federal Agency Investigations: Number: M5-14-0091

State or Local Agency

Narcotics Supervisor: Captain Norbert Leal

Telephone Number: (956)383-8114

E-mail Address: Norbert.leal@hidalgoso.or

Fax # (if applicable): (956)393-6179

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office

711 El Cibolo Road

Edinburg, Texas 78541

Sponsoring Federal Agency(ies):

DEA

Sponsoring Federal Agency Group/Squad Supervisor: Jesus R. Gonzalez

Telephone Number: (956)992-8427

E-mail Address: Jesus.r.gonzalez@usdoj.gov

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:**

Name: Hector Sandoval, Grant Accountant

Telephone Number: (956)318-2511

E-mail Address: Hector.sandoval@auditor.co.hidalgo.tx.us

Fax# (if applicable): (956)318-2577

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2016.

2. No individual Agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.

17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.

19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.

22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: **J.E. "Eddie" Guerra, Sheriff** 9/9/15

Authorized State or Local Official *Title* *Date*

Approved By: Stephen M. Jenkins, ASAC 9/9/15

Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____

Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____

Assistant United States Attorney Regional OCDETF Director *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____

OCDETF Executive Office *Date*

Approving Official: _____

OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: **Hidalgo County Sheriff's Office**

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-1006**

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	**Jorge E. Alvarez**	**Senior Deputy II**	**07-09-1968**
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation" Exemption

Definition of "Full-Time Participation" Exemption

The Southwest Region Coordination Group includes in the definition of "full time participation" as the State/Local Enforcement Officer working the same hours on the assigned investigation(s) as that of the case agent. Some regular hours MUST be worked before overtime will be reimbursed.

Any Other Exceptions or Justifications

There may be exceptions granted for special circumstances for one-time events such as canine searches, aerial surveillance, etc. All special circumstances MUST be approved in writing via email by Regional Coordination Group prior to use. If special circumstances are NOT approved in advance, the exception will not be granted.

Any other exemptions/exceptions must be pre-approved by the Regional Agency Coordinator.

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

Name: Hidalgo County Sheriff's Office	
Address: 100 E. Cano, 3rd Floor	
Edinburg, Texas 78539	
Taxpayer ID Number: 746000717	
Contact Person Name: Norma Garcia	Telephone Number: (956)318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name: Lone Star National Bank
Nine-Digit ABA Routing Transit Number: 114911687
Depositor Account Number: 71015647
Type of Account; (checking/savings): Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be rnade by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

DATE: September 14, 2015

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: OCDETF Overtime FY2016

ACCOUNT NUMBER: 5-1284-421-00-280-064-6-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-064-6-131	Overtime Pay	15,000.00

	TOTAL APPROPRIATIONS	15,000.00
5-1284-331-11-280-064-6-000	Organized Crime Drug Enforcement Task Force (OCDETF)	15,000.00
	TOTAL REVENUES	15,000.00

REASON: **To appropriate budget for the overtime hours for officer assigned to OCDETF investigations (Number SW-TXS-1006)**

Funding period is October 1, 2015 to September 30, 2016.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #5-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-51463 **Executive Office** **10. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution for the nomination of candidate(s) for the 2016-2017 Appraisal District Board of Directors (nomination deadline is October 15, 2015)

BACKGROUND

Current Board of Directors

Richard A. Garza, Chairman
David Hernandez, Vice Chairman
Amador Requenez, Secretary
Eddie R. Cano, Member
Albert D. Cardenas, Member
Paul Villarreal, Jr., Member

Fiscal Impact

Attachments

Resolution
letter re process

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2015 01:03 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Monica Badillo Started On: 09/21/2015 08:44 AM

Final Approval Date: 09/25/2015

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza — Chairman
David Hernandez — Vice-Chairman
Amador Requenez — Secretary
Eddie R. Cano — Member
Albert D. Cardenas — Member
Pablo "Paul" Villarreal, Jr. — Member

September 11, 2015

RECEIVED
SEP 14 2015
COUNTY JUDGE

Honorable County Judge
Ramon Garcia
100 E. Cano St., 2nd Floor
Edinburg, TX 78539

Re: Selection of Board of Directors 2016-2017

Dear Honorable Judge Ramon Garcia:

The deadline to submit a resolution nominating a candidate or candidate(s) for the Board of Directors of the Hidalgo County Appraisal District for 2016-2017 is **October 15, 2015.** Once you have nominated someone please forward the resolution(s) to our office as soon as possible. Please note that your jurisdiction may nominate one or as many as five (5) candidates. An example of a resolution is attached or you may submit one prepared by your office.

The ballots will be prepared and forwarded to all voting entities as soon as practical after October 15 2015 but before October 30, 2015. Voting entities will have until December 15, 2015 to submit their votes by written resolution to our office. The winners will then be declared and all entities will be notified by December 31, 2015.

Should you have any questions or need any guidance in this process please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG:pma

Attachment

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF THE COUNTY OF HIDALGO EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS FOR 2016-2017 OF THE HIDALDO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS:

WHEREAS, the **County of Hidalgo** is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a two (2) year term beginning January 1, 2016 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate one person for said Board; and

WHEREAS, the **County of Hidalgo** must submit the names of the nominees by written resolution to the Chief Appraiser by **October 15, 2015**.

NOW, THEREFORE, BE IT RESOLVED BY **THE COUNTY OF HIDALGO**, that the name(s) of:

(Name of Nominee)

is/are hereby nominated by the County of Hidalgo to the Hidalgo County Appraisal District Board of Directors.

FURTHERMORE, the **COUNTY OF HIDALGO** directs the Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

PASSED AND APPROVED this _____ day of _____, 2015.

_____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza Chairman
David Hernandez Vice-Chairman
Amador Requenez Secretary
Eddie R. Cano Member
Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

August 28, 2015

RECEIVED
SEP 0 2 2015
COUNTY JUDGE

Honorable County Judge
Ramon Garcia
100 E. Cano St., 2nd Floor
Edinburg, TX 78539

Re: Selection/Election of Board of Directors 2016-2017

Dear Board President:

The Hidalgo County Appraisal District is governed by a Board of Directors that are appointed by vote of the taxing units that participate in the district. In accordance with Section 6.03 of the Property Tax Code, the Appraisal District will be conducting the 2016-2017 election for the Board of Directors of the Hidalgo County Appraisal District. Attached you will find important information and dates for you to keep in mind for the 2016-2017 selection/election process.

The Board of Directors consists of six (6) members, five (5) voting members who are appointed by vote and one (1) nonvoting member, which is the County Tax Assessor/Collector. Therefore, for this election each voting taxing unit may nominate one (1) but no more than five (5) candidates for the election. The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before **October 15th**.

The Chief Appraiser shall prepare and deliver to the presiding officer of the governing body of each voting taxing unit a ballot listing all the candidates whose names were timely submitted and the taxing unit's voting entitlement before **October 30th**. The governing body of each voting taxing unit shall determine its vote by resolution and submit such resolution before **December 15th** to the Chief Appraiser.

COUNTY JUDGE
FEB 05 2012
RECEIVED

Before December 31st, the Chief Appraiser shall declare the five candidates that received the most votes elected and submit the results to the candidates and the governing bodies of the taxing entities.

If I may be of further assistance in providing you additional information regarding the selection/election process, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG:pma

Attachment

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza Chairman
David Hernandez Vice-Chairman
Amador Requenez Secretary
Eddie R. Cano Member
Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

Hidalgo County Appraisal District
Timeline Election of Board of Directors
2016 - 2017

August 2015 **But before October 1, 2015**	Notify all presiding officers of each taxing unit about upcoming election and their voting entitlement for the 2016-2017 election for the Board of Directors for the Appraisal District.
Before October 15, 2015	The presiding officer of the unit submits the names of the nominees by written resolution to the Chief Appraiser.
Before October 31, 2015	The Chief Appraiser prepares the ballot, listing the candidates in order to surname and delivers a copy of the ballot to the presiding officer of each unit.
Before December 15, 2015	Each voting unit casts its vote by written resolution and submits it to the Chief Appraiser.
Before December 31, 2015	The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and to the candidates.

AI-51472 **Executive Office** **10. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission for the D.A's Office-Victims Unit to use the courthouse open forum area for Domestic Violence Awareness Event on October 13, 2015 from 8am to 1pm

BACKGROUND

Fiscal Impact

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/22/2015 01:15 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Monica Badillo Started On: 09/21/2015 04:11 PM

Final Approval Date: 09/25/2015

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

RE: October 13, 2015: National Domestic Violence Awareness Month

From : Rosa I. Martinez <rosa.martinez@da.co.hidalgo.tx.us> Mon, Sep 21, 2015 01:37 PM
Subject : RE: October 13, 2015: National Domestic Violence Awareness Month 1 attachment
To : monica badillo <monica.badillo@co.hidalgo.tx.us>

Good Afternoon Ms. Badillo,

The Hidalgo County District Attorney's Office-Victims Unit is cordially requesting to use the front area of the courthouse on October 13, 2015 from 8:00 am-1 pm. October is National Domestic Violence Awareness Month and we want to create awareness on this terrible crime. We want to set up informational tables so that victim service providers can distribute information to the constituents. This is in an effort to educate the community of the resources available to victims of family violence. We estimate to invite 8-10 agencies to this informational fair. Please let me know if there is anything that I need to submit or do to get approval for this event. Thank you for your time and attention in regards to this matter. If you have any questions please feel free to contact me.

Respectfully,

Rosie Martinez
Victim Assistance Coordinator
Hidalgo County Criminal District Attorney- Victims Unit
Courthouse -4th Floor
100 N Closner Blvd- Courthouse
Edinburg, TX 78573
TEL: (956)318-2300 ext 8036
FAX: (956)380-0407
EMAIL: rosa.martinez@da.co.hidalgo.tx.us
Website: www.co.hidalgo.tx.us

CONFIDENTIALITY NOTICE: The information contained in this e-mail may be 1. SUBJECT TO THE VICTIM ASSISTANCE COORDINATOR-CLIENT PRIVILEGE; 2. VICTIM ASSISTICE SERVICES; and/or 3. CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO rosa.martinez@da.co.hidalgo.tx.us DELETE THE COMMUNICATION.**

image001.jpg
3 KB

AI-51545 **Executive Office** **10. C.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from TML Intergovernmental Risk Pool in the amount of $8,544.90 to settle auto accident with County vehicle. (Precinct 1)

BACKGROUND

DOI: 06/15/15 Acct #: 5-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

TML Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 09:44 AM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Aida Alvarez		Started On: 09/24/2015 03:34 PM
Final Approval Date: 09/25/2015		

THIS CHECK IS NOT AUTHENTIC UNLESS IT CONTAINS A BLUE TO GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WATERMARK

Texas Municipal League
Intergovernmental Risk Pool
Joint Self Insurance Fund
1821 Rutherford Lane
Austin, TX 78754 (512) 491-2300

FROST BANK
Parkdale

30-91/1140 59

Date	Number
09/11/15	5316532

LB0000000018881

Amount

Pay *Eight Thousand Five Hundred And Forty Four And 90/100 US Dollars* $8,544.90*

To Hidalgo County Precient 1
1902 Joe Stephens
Weslaco, TX 78596

Void After 90 Days

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈05316532⑈ ⑆114923222⑆ 29 9990348⑈

CLAIM NUMBER	PAYMENT FOR	FOR THE PERIOD	AMOUNT	ADJUSTER LINE CATEGORY
LB0000000018881	Hidalgo County Precient 1		$8,544.90	SCurby Vehicle

INSURANCE CLAIM AND APPRAISAL SERVICE

Workfile ID: 4df4df83

26669 IH 10 WEST #4
BOERNE, TX 78006
Phone: (210) 698-8708, FAX:(210) 698-8719

TML INTERGOVERNMENTAL RISK POOL

TMLIRP
Phone: (512) 491-2436, FAX:(512) 491-2366

Preliminary Estimate

Customer: Precient #1, Hidalgo County **Job Number:**

Insured:	Precient #1, Hidalgo County	Policy #:	LB18881	Claim #:	LB18881
Type of Loss:	Collision	Date of Loss:	6/15/2015 12:00 AM	Days to Repair:	4
Point of Impact:	14 Unknown				

Owner:
Precient #1, Hidalgo County
1902 Joe Stephens
Weslaco, TX 78596
(956) 292-7030 Day

Inspection Location:
Precient #1, Hidalgo County
1902 Joe Stephens
Weslaco, TX 78596
Work
(956) 292-7030 Day

Repair Facility:
OWNERS CHOICE

VEHICLE

Year:	2014	Color:	White Int: Gray	License:	1166280	Production Date:	12/2013
Make:	OTHE	Body Style:	2D	State:	TX	Odometer:	
Model:	Cati Dump Truck	Engine:		VIN:	3HTJGTKR5EN034126	Condition:	Good

TRANSMISSION
Automatic Transmission
DECOR
Dual Mirrors
Tinted Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
SEATS
Bucket Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint

Preliminary Estimate

Customer: Precient #1, Hidalgo County **Job Number:**

Vehicle: 2014 OTHE Cati Dump Truck 2D White

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	#	Rpr	Roof					14.0	1.8
			Note: ROOF IS CREASED ABOUT 3/4 OF THE ROOF.						
2	*		Add for Clear Coat						0.4
3	#	Repl	Headliner		1	337.12		4.0	
			Note: INCLUDES R&I SUNVISORS AND UPPER STORAGE.						
4	#	Repl	Tailpipe extension		1	270.18		1.0	
5	#		Material for dump bed		1	650.00			
6	#	Subl	Labor to cut out and install the front bed end		1	4,700.00	X		
7	#		Paint bed		1	1,600.00			
			Note: FRONT CAP OF BED, FRONT BED PANEL AND SIDES WHERE WELDING IS AT.						
8	#		Shop supplies		1	35.00			
9	#		**** ADD ONS ****		1				
10	#	Subl	Hazardous Material		1	3.00	X		
11	#	Repl	Cover Car		1	8.00	X	0.3	
12	#	Repl	Corrosion Protection		1	8.00	T	0.3	
			SUBTOTALS			**7,611.30**		**19.6**	**2.2**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				2,892.30
Body Labor	19.6 hrs	@	$ 40.00 /hr	784.00
Paint Labor	2.2 hrs	@	$ 40.00 /hr	88.00
Paint Supplies	2.2 hrs	@	$ 28.00 /hr	61.60
Miscellaneous				4,719.00
Subtotal				8,544.90
Total Cost of Repairs				**8,544.90**
Deductible				0.00
Total Adjustments				**0.00**
Net Cost of Repairs				**8,544.90**

AI-51475 **Executive Office** **10. D.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of payment of attorney vouchers (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Robert Fernandez in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice Date	Disposition Date	Court #	Totaling
Various (7 invoices)	Various	County Court #1	$2,200.00
Various (3 invoices)	Various	County Court #5	$ 900.00
8/25/15	11/6/14	County Court #6	$ 300.00
Various (9 invoices)	Various	County Court #7	$2,900.00
8/31/15	10/22/14	County Court #8	$ 300.00
8/31/15	4/2/15	92nd District Court	$ 500.00
Various (4 invoices)	Various	332nd District Court	$1,600.00
		GRAND TOTAL FOR ALL 26 INVOICES	**$8,700.00**

BACKGROUND

Acct. #5-1100-412-30-115-016-0-333

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Funds available as of 9/22/15.

Attachments

26 invoices

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Debbie Tamez	09/22/2015 01:18 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Monica Badillo Started On: 09/22/2015 09:16 AM

Final Approval Date: 09/25/2015

HIDALGO COUNTY TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Augustin Valdez

PID	1454201	APPOINTMENT DATE	4/6/2015
DEGREE	MA	DISPOSITION DATE	6/22/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-15-05430-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
6/22/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C LIST RELATED CASE NO.S

RECEIVED BY COUNTY AUDITOR 2015 SEP 9 PM 4 29

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE, 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 8th DAY OF September 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

Jesus Enrique ~~Lucio~~ Soto (LWC10

PID	435757	APPOINTMENT DATE	12/4/2014
DEGREE	MA	DISPOSITION DATE	2/18/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-14-9656-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$500.00	$0.00	$500.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ [illegible] TOTAL $500.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER.

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
2/18/2015	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

RECEIVED BY COUNTY AUDITOR 2015 SEP 9 PM 4 29

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
12/4/2014	Appointment date - Arraignment	1	
12/4/2014	Prepare and file pretrial motions		
12/15/2015	Court Appearance - pre-trial & trial on the merrits	2	
12/15/2014	Prepare and file jury trial motions		
1/5/2015	Court Appearance - Preferential T/M	2	
2/18/2015	Obtain copy of dismissal; mail to client		
	TOTAL HOURS	5	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS

215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE, 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE, AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 9th DAY OF September 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

RECEIVED BY COUNTY AUDITOR 2015 AUG 20 PM 3:10

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Joel Ernesto Gonzalez Elizondo

PID	1291570	APPOINTMENT DATE	4/16/2015
DEGREE	MA	DISPOSITION DATE	4/16/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-15-03404-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300.00 TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
4/16/2015	PLEA / DISMISSAL		☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ *PRESIDING JUDGE (SIGNATURE)*

THE 19th DAY OF August, 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

RECEIVED BY COUNTY AUDITOR
AUG 20 PM 3 19

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Fernando Cabrera

PID	1410572	APPOINTMENT DATE	4/16/2015
DEGREE	MA	DISPOSITION DATE	4/16/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1 (3)

CASE NUMBER: CR-15-0574-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT	$0.00	$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300.00 TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
4/16/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 14th DAY OF August 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Fernando Cabrera

PID	1410572	APPOINTMENT DATE	4/16/2015
DEGREE	MA	DISPOSITION DATE	4/16/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-15-03575-A

FEE SCHEDULE

REDUCED BY CLIENT'S ADDICTION

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT	$0.00	$0.00	$0.00

AUG 20 PM 3:19

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300.00 TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
4/16/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

(ATTORNEY AT LAW SIGNATURE)

APPROVED: *(PRESIDING JUDGE SIGNATURE)* THE 14th DAY OF August 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Joel Ernesto Gonzalez Elizondo

PID	1291570	APPOINTMENT DATE	4/16/2015
DEGREE	MB	DISPOSITION DATE	4/16/2015
		DEATH PENALTY RATE	

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE

COURT NUMBER	COUNTY COURT 1
CASE NUMBER	CR-15-03402-A

FEE SCHEDULE

RECEIVED BY COUNTY AUDITOR 2015 AUG 20 PM 3 28

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT	$0.00	$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ 3000 TOTAL $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
4/16/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
		TOTAL	$300.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 14th DAY OF August 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

RECEIVED BY COUNTY AUDITOR AUG 20 PM 3:19

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Joel Ernesto Gonzalez Elizondo

PID	1291570	APPOINTMENT DATE	4/16/2015
DEGREE	MB	DISPOSITION DATE	4/16/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-15-03403-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ 300.00 TOTAL $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
4/16/2015	PLEA / DISMISSAL		☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ *PRESIDING JUDGE (SIGNATURE)*

THE 14 DAY OF August 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Marco Antonio Castillo Fernandez

PID	369548	APPOINTMENT DATE	1/13/2015
DEGREE	MB	DISPOSITION DATE	1/13/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-15-00308-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ _____ TOTAL $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
1/13/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 31 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Aurelio Lopez Zarate

PID	1324262	APPOINTMENT DATE	10/10/2014
DEGREE	MA	DISPOSITION DATE	10/22/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-14-10339-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
10/22/2014	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 31 DAY OF Aug 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Jessica Berenice Soto Gonzalez

PID	1262254	APPOINTMENT DATE	10/22/2014
DEGREE	MB	DISPOSITION DATE	10/22/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-14-8704-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
10/22/2014	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 31 DAY OF Aug, 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Juan Cervantes Cortez

PID	1078277	APPOINTMENT DATE	7/15/2014
DEGREE	MB	DISPOSITION DATE	11/6/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-14-5046-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
11/6/2014	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26 05 CODE OF CRIMINAL PROCEDURE, 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S)

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 25 DAY OF Aug 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY TEXAS
COUNTY AUDITOR'S FORM
(REVISED 05/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Hector Ruben Espinoza, Jr.

PID	1418700	APPOINTMENT DATE	4/30/2015
DEGREE	MB	DISPOSITION DATE	5/4/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-14-12018-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $300.00 — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
5/4/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE, AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S)

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 21 DAY OF Aug. 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Mario Humberto Perez

PID	1441111	APPOINTMENT DATE	2/23/2015
DEGREE	MB	DISPOSITION DATE	4/2/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-15-01815-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300. ✓ TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
4/2/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE, 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE, AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE SIGNATURE*

THE 21 DAY OF Aug 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Gabriel Anthony Suarez

PID	1434946	APPOINTMENT DATE	7/16/2014
DEGREE	MB	DISPOSITION DATE	11/17/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-14-8864-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$350.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 500.00 TOTAL: $350.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
11/17/2014	PLEA / DISMISSAL		☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case # CR-14-8865-G	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$350.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 21 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Luis Armando Rosales Sotelo

PID	1432055	APPOINTMENT DATE	5/21/2015
DEGREE	MA	DISPOSITION DATE	6/10/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-14-7462-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300. TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
6/10/2015	MOTION TO REVOKE / MOTION TO ADJUDICATE	☑	$300.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 21 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Ruben Contreras

PID	1289649	APPOINTMENT DATE	12/11/2014
DEGREE	MB	DISPOSITION DATE	2/5/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-14-10755-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300. TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
2/5/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 21 DAY OF Aug., 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): John Michael Lopez

PID	1416711	APPOINTMENT DATE	2/11/2015
DEGREE	MB	DISPOSITION DATE	4/2/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-15-02366-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☑ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300.00 — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
4/2/205	PLEA / DISMISSAL		☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE		☐	$0.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 21 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 06/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Fernando Reyna Gonzalez

PID	136059	APPOINTMENT DATE	5/5/2015
DEGREE	MB	DISPOSITION DATE	5/7/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-11-13150-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☑ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300.00 — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	$0.00
	WRIT SECURING BOND REDUCTION		☐	$0.00
	SECURE JAIL RELEASE		☐	$0.00
	PLEA / DISMISSAL		☐	$0.00
5/7/2015	MOTION TO REVOKE / MOTION TO ADJUDICATE		☑	$300.00
	SUPPRESSION		☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)		☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
	OTHER MISDEMEANOR CASE	Case #	☐	$0.00
			TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 21 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Angel Rodrigo Acosta Ortiz

PID	1254206	APPOINTMENT DATE	2/3/2015
DEGREE	MA	DISPOSITION DATE	2/9/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-13-05809-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300.00 TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
2/9/2015	MOTION TO REVOKE / MOTION TO ADJUDICATE	☑	$300.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 21 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 09/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Jose Angel Valdez Moreno

PID	1046838	APPOINTMENT DATE	5/26/2015
DEGREE	MB	DISPOSITION DATE	5/26/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-15-04916-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300.00 TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
5/26/2015	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE, 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE, AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 21 DAY OF Aug. 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 05/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Janie Zamora Gonzalez

PID	1440618	APPOINTMENT DATE	10/21/2014
DEGREE	MB	DISPOSITION DATE	10/22/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 8

CASE NUMBER: CR-14-10397-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $300.00 TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
10/22/2014	PLEA / DISMISSAL	☑	$300.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
		TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE, 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE, AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 31 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Maximiliano Calderon Pena

PID	177294	APPOINTMENT DATE	12/10/2014
DEGREE	FS	DISPOSITION DATE	4/2/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 92ND DISTRICT COURT

CASE NUMBER: CR-0773-15-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$325.00	$175.00	$500.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $500.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
12/11/2014	Appointed date; open file		0.5
3/2/2015	Prepare and file pretrial motions		1
3/3/2015	Court appearance - arraignment	1	
3/19/2015	Court appearance - pretrial and trial on the merits	1	
4/1/2015	Conference with prosecutor regarding case		1
4/2/2015	Court appearance - pretrial heaing; case closed as per plea bargain	1.25	
	TOTAL HOURS	3.25	2.5

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE, 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)*

THE 31st DAY OF August, 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Manuel Reyes Montez, Jr.

PID	399313	APPOINTMENT DATE	5/8/2015
DEGREE	F2	DISPOSITION DATE	5/11/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-4876-10-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$400.00	$0.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☑ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
	OTHER MISDEMEANOR CASE Case #	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

RECEIVED BY COUNTY AUDITOR
AUG 28 2015

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
5/8/2015	Appointment date; open file		
5/11/2015	Prepare and file motion to adjudicate guilt		
5/11/2015	Talk to client prior to hearing about case		
5/11/2015	Conference with prosecutor to discuss case		
5/11/2015	Court appearance- jail case, closed case	4	
	TOTAL HOURS	4	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez, ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)*

THE 26th DAY OF August, 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 08/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

Omar Lopez Hernandez

PID	1386977	APPOINTMENT DATE	3/4/2014
DEGREE	F3	DISPOSITION DATE	8/13/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-2621-14-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$400.00	$0.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ ____ TOTAL $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # ____	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
3/4/2014	Appointment date; open file; prepare and fax letter to jail		
3/5/2014	Prepare and fax letter to jail		
8/12/2014	Prepare and file pretrial motions		
8/12/2014	Conference with prosecutor to review file		
8/13/2014	Court appearance - jail case; case closed as deferred adjudication	4	
	TOTAL HOURS	4	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS

215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 31 DAY OF Aug 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY TEXAS
COUNTY AUDITOR'S FORM
(REVISED 05/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): Adan Garcia Acevedo, Jr.

PID	1150396	APPOINTMENT DATE	1/12/2015
DEGREE	FS	DISPOSITION DATE	2/6/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-0432-15-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$400.00	$0.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/12/2015	Appointed date; open file		
2/5/2015	Conference with prosecutor to review file and plea bargain		
2/6/2015	Prepare and filed pretrial motions		
2/6/2015	Talk to client about case prior hearing		
2/6/2015	Court appearance - Jail Case; Case closed	4	
	TOTAL HOURS	4	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS: 215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE, 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE, AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

_____
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 31 DAY OF Aug 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 05/11/2015)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

Adan Garcia Acevedo, Jr.

PID	1150396	APPOINTMENT DATE	1/22/2015
DEGREE	FS	DISPOSITION DATE	2/6/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-3581-13-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$400.00	$0.00	$400.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	$0.00
	WRIT SECURING BOND REDUCTION	☐	$0.00
	SECURE JAIL RELEASE	☐	$0.00
	PLEA / DISMISSAL	☐	$0.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE	☐	$0.00
	SUPPRESSION	☐	$0.00
	PRETRIAL DIVERSION / ALTERNATIVE DISPUTE RESOLUTION (ADR)	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
	OTHER MISDEMEANOR CASE Case # _____	☐	$0.00
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/22/2015	Appointed date; open file		
1/23/2015	Prepare and file motion to set aside state's motion to revoke		
1/23/2015	Court appearance - Jail Case	2	
2/2/2015	Court appearance - Revocation hearing	2	
2/6/2015	Court appearance - Revocation hearing		
	TOTAL HOURS	4	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
270768	(956) 316-3700	24027169

MAILING ADDRESS

215 W. Stubbs Street, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, Robert Fernandez ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT 1) THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT; 2) PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY A MAJORITY OF THE JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE; 3) I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED; 4) I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER CASE; AND 5) I HAVE HANDLED THE MAJORITY OF THE WORK IN THE ABOVE NOTED CASE(S).

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 31 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

AI-51486 **Executive Office** **10. E.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Requesting approval of payment of attorney vouchers (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Traci Evans in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice Date	Disposition Date	Court #	Totaling
Various (8 invoices)	Various	County Court #1	$ 2,300.00
Various (4 invoices)	Various	County Court #2	$ 1,195.00
Various (3 invoices)	Various	County Court #4	$ 800.00
Various (3 invoices)	Various	County Court #5	$ 645.00
Various (6 invoices)	Various	County Court #6	$ 1,335.00
Various (12 invoices)	Various	County Court #7	$ 3,152.50
Various (6 invoices)	Various	County Court #8	$ 2,565.00
Various (2 invoices)	Various	332nd District Court	$11,062.23
		GRAND TOTAL FOR 44 INVOICES	**$23,054.73**

2. Requesting approval of payment of attorney voucher (not submitted within four-year limitations period) from attorney Traci Evans in connection with legal representation of indigent defendant with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice date	Disposition date	Court # / Case #	Amount
7/2/2015	10/11/2011	332nd D.C. / CR-804-11-F	$ 1,400.00
		TOTAL	**$ 1,400.00**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Funds available as of 9-25-15

Attachments

invoices
invoices
invoices
invoices
invoices
vouchers
vouchers
invoices
invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2015 09:36 AM
Manuel Chapa	Manuel Chapa	09/25/2015 09:53 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Monica Badillo		Started On: 09/22/2015 01:52 PM
Final Approval Date: 09/25/2015		

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): PRISCILA GARCIA

PID	1341196	APPOINTMENT DATE	9/29/2011
DEGREE	MB	DISPOSITION DATE	11/28/2011

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-11-5781-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ [illegible] TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
11/28/2011	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 28th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JUANITA REYES

PID	1372651	APPOINTMENT DATE	1/10/2013
DEGREE	MA	DISPOSITION DATE	3/26/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-12-8903-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 250.00 TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
3/26/2013	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 26th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): FERNANDO PAEZ

PID	695654	APPOINTMENT DATE	7/6/2012
DEGREE	MB	DISPOSITION DATE	7/11/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-09-7612-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: 300.00 TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
7/11/2012	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case # CR-12-5380-A	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-12-5379-A	☐	
	OTHER MISDEMEANOR CASE	Case #	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$300.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JOSE HERNANDEZ

PID	1285312	APPOINTMENT DATE	11/8/2012
DEGREE	MB	DISPOSITION DATE	3/27/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-12-7294-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: 300.00 TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
3/27/2013	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24th DAY OF August 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): KARLA MEDELLIN

PID	1077912	APPOINTMENT DATE	9/22/2011
DEGREE	MB	DISPOSITION DATE	4/16/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-11-5303-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$52.50	$352.50
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: 300 / 52.50 TOTAL: $352.50

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
9/22/2011	Spoke to client regarding case.		0.25
9/26/2011	NISI recalled. Pending felony.	0.5	
11/16/2011	Status hearing. Felony pending.	0.75	
12/15/2011	Status hearing. Felony pending.	0.75	
3/14/2012	Status hearing. Felony pending.	1	
4/16/2012	Followed up with DA's office and court. Case dismissed with felony.		0.5
	TOTAL HOURS	3	0.75

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY TEXAS
COUNTY AUDITOR'S FORM
(REV 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): ARTURO ORTIZ

PID	911545	APPOINTMENT DATE	8/25/2011
DEGREE	MB	DISPOSITION DATE	1/24/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-11-9165-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: 200. TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C)

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
1/24/2012	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24th DAY OF August 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

KAREN LORENZO

PID	791371	APPOINTMENT DATE	4/26/2012
DEGREE	F3	DISPOSITION DATE	10/7/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-12-1974-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$50.00	$105.00	$155.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ 350.00 TOTAL $155.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$0.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
4/26/2012	Appointed to case. Reviewed file.	0.5	
5/14/2012	Sent letter to client regarding failure to appear.		1
6/2/2012	While checking status of case, notified that counsel has been		0.5
	retained and case had been dismissed.		
	TOTAL HOURS	0.5	1.5

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS

323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 29th DAY OF August 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

ANA FLORES

PID	1355371	APPOINTMENT DATE	12/15/2011
DEGREE	MB	DISPOSITION DATE	11/9/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: COUNTY COURT 1

CASE NUMBER: CR-11-10435-A

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$200.00	$350.00	$550.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT 300.00 TOTAL $550.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$0.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
12/15/2012	Arraignment. Discussed options with client.	0.5	
1/31/2012	Spoke to Court. Case reset. Client notified of where to take classes.		0.5
4/4/2012	Status hearing.	0.5	
5/10/2012	Spoke to client regarding places to take classes.		0.5
5/29/2012	Mailed letter to client.		0.5
6/13/2012	Mailed letter to different address.		0.5
6/19/2012	Advised client new date.		0.5
7/8/2012	Spoke to client regarding court date.		0.5
7/24/2012	Spoke with Court and client.		0.5
8/13/2012	Spoke with client.		0.5
8/24/2012	Spoke with client.		0.5
	TOTAL HOURS	1	4.5

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS

323, W. Cano, Edinburg, Tx 78539

SECTION F CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK (CONTINUATION SHEET)

DEFENDANT NAME	CASE NUMBER
ANA FLORES	CR-11-10435-A

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
8/27/2012	Spoke with Court regarding case.		0.5
9/11/2012	NISI recalled. Ordered to pay attorneys fees.	0.5	
10/30/2012	Unable to pay attorneys fees for dismissal. Court dismissed case and advised attorney to submit voucher.	0.5	

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JAY GARCIA

PID	1388139	APPOINTMENT DATE	9/19/2012
DEGREE	MB	DISPOSITION DATE	6/13/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 2

CASE NUMBER: cr-12-8848-b

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$35.00	$335.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $335.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
10/16/2012	Jail case. Client released on bond. Case reset.	1	
1/1/2013	Jail case. Case reset due to felony.	1	
2/28/2013	Jail case. Case reset due to felony.	1	
6/12/2013	Followup with dismissal from felony		0.5
	TOTAL HOURS	3	0.5

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 28 DAY OF Aug. 15

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JOSEFT ZAMORA CORRAL

PID	1314709	APPOINTMENT DATE	12/19/2012
DEGREE	MA	DISPOSITION DATE	9/3/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 2

CASE NUMBER: CR-12-9777-B

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$0.00	$300.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT | TOTAL $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
12/19/2012	Appt'd in open court. Spoke to client. Discussed with ADA.	1	
1/23/2013	Court appearance on status.	1	
8/29/2013	Court appearance. Announcement made of dismissal.	1	
	TOTAL HOURS	3	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 28 DAY OF Aug 15

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): VICTOR MATA JR

PID	690714	APPOINTMENT DATE	6/26/2012
DEGREE	MB	DISPOSITION DATE	7/10/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 2

CASE NUMBER: CR-11-10563-B

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$100.00	$210.00	$310.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $310.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
6/26/2011	Appointed to case. Created file. Sent letter of representation.		0.5
11/22/2011	Sent letter of representation on new case.		0.5
12/7/2011	Jail visit with client.		1
1/2/2012	Sent arraignment notice for new case CR-11-128837-B		0.5
6/26/2012	Jail case. Reset due to pending charges.	1	
7/2/2012	Sent notice of new court date to jail.		0.5
7/10/2012	Appeared for Court. Notified that had retained Counsel on		
	CR-12-5453-B, CR-12-5452-B., CR-11-12837-B, CR-11-10563-B.		
	TOTAL HOURS	1	3

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 28 DAY OF Aug. 15

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): EUGENE ARCOS

PID	213966	APPOINTMENT DATE	7/31/2012
DEGREE	MB	DISPOSITION DATE	8/1/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 2

CASE NUMBER: CR-10-7504-B

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $250.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
8/1/2012	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	OTHER MISDEMEANOR CASE	Case # CR-11-12464-B	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$250.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 28 DAY OF May, 15

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): OSCAR ROBLEDO

PID	1375416	APPOINTMENT DATE	4/13/2012
DEGREE	MA	DISPOSITION DATE	9/26/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 4

CASE NUMBER: CR-12-2864-D

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
9/26/2012	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 19 DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JULIO GAMEZ

PID	1049997	APPOINTMENT DATE	6/14/2011
DEGREE	MB	DISPOSITION DATE	7/8/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 4

CASE NUMBER: CR-11-11739-D

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
7/8/2013	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	OTHER MISDEMEANOR CASE	Case # CR-11-11738-D	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-11-6488-D	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 15 DAY OF August 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): MARK GARCES

PID	1041884	APPOINTMENT DATE	1014/2011
DEGREE	MB	DISPOSITION DATE	3/29/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 4

CASE NUMBER: CR-11-10438-D

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
3/29/2012	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	OTHER MISDEMEANOR CASE	Case # CR-11-10437-D	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-11-10436-D	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$300.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 19 DAY OF August 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JUANITA LISCANO

PID	1132095	APPOINTMENT DATE	11/13/2007
DEGREE	MB	DISPOSITION DATE	12/4/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-07-10683-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
12/4/2012	SUPPRESSION		☑	$200.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

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ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

Traci Evans
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 20th DAY OF Aug., 15

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): EDEN GALLEGOS GARCIA

PID	1060409	APPOINTMENT DATE	3/6/2007
DEGREE	MB	DISPOSITION DATE	9/11/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-06-8656-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$125.00	$70.00	$195.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $195.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
3/6/2007	Received arraignment. Sent notice to client.		0.5
3/21/2007	Appeared for arraignment. NISI granted.	0.75	
5/7/2007	Second arraignment notice sent to client.		0.5
5/30/2007	Court appearance. NISI granted.	0.5	
	CASE WAS REAPPOINTED TO ANOTHER ATTORNEY		
	TOTAL HOURS	1.25	1

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)*

THE 20th DAY OF Aug, 15

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): ALYSSA RAMIREZ

PID	1360216	APPOINTMENT DATE	4/11/2012
DEGREE	MA	DISPOSITION DATE	7/12/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-12-1705-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$250.00	$0.00	$250.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $250.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
4/11/2012	Appointed at arraignment. Spoke with client and victim. Victim on	1.5	
	record for nonprosecution. Case reset.		
7/12/2012	Status hearing. Case dismissed due to completion of classes.	1	
	TOTAL HOURS	2.5	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 20th DAY OF Aug., 15

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): EDGAR HERNANDEZ

PID	1227332	APPOINTMENT DATE	5/13/013
DEGREE	MB	DISPOSITION DATE	6/17/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-11-164-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$0.00	$300.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
5/13/2013	Setting for Motion to Revoke. Case reset.	1	
6/17/2013	Setting on Motion to Revoke. Client paid fees and Motion was dismissed.	2	
	TOTAL HOURS	3	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): ALEJANDRA HEREBIA

PID	1338914	APPOINTMENT DATE	9/14/2011
DEGREE	MB	DISPOSITION DATE	1/16/2013
		DEATH PENALTY RATE	

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-11-5823-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
1/16/2013	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/2014)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): SAMANTHA SALAZAR

PID	1280002	APPOINTMENT DATE	10/20/2010
DEGREE	MB	DISPOSITION DATE	10/29/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-10-7612-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $250.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
10/29/2012	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	OTHER MISDEMEANOR CASE	Case # CR-10-7613-F	☐	
	OTHER MISDEMEANOR CASE	Case #	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$250.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

Traci Evans
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24 DAY OF Aug 2015
PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): VANESSA RAMOS

PID	1239425	APPOINTMENT DATE	6/1/2011
DEGREE	MB	DISPOSITION DATE	5/9/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-11-3494-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
5/9/2013	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24 DAY OF Aug, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): DANIEL ESLY DAMIAN-CHACON

PID	1320248	APPOINTMENT DATE	1/31/2014
DEGREE	MA	DISPOSITION DATE	3/24/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-14-1550-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$100.00	$35.00	$135.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT | TOTAL $135.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C)

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
3/19/2014	Client brought in as jail case. Spoke with him regarding options.	1	
	Completed waiver of arraignment. Case reset.		
3/23/2014	Spoke with DA regarding case.		0.5
3/24/2014	Followed up with DA and Court regarding dismissal of case.		
	TOTAL HOURS	1	0.5

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): PAUL MORALES

PID	1360217	APPOINTMENT DATE	4/11/2012
DEGREE	MA	DISPOSITION DATE	7/12/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-12-1703-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$250.00	$0.00	$250.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $250.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
4/11/2012	Appointed at arraignment. Spoke with client and victim. Victim on	1.5	
	record for nonprosecution. Case reset.		
7/12/2012	Status hearing. Case dismissed due to completion of classes.	1	
	TOTAL HOURS	2.5	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 24 DAY OF Aug. 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): BERNICE C. TAVERA

PID	869560	APPOINTMENT DATE	2/28/2013
DEGREE	MB	DISPOSITION DATE	10/28/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-13-01086-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT | TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
10/28/2013	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

RECEIVED BY COUNTY AUDITOR 2014 MAR 19 PM 4 05

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ *PRESIDING JUDGE (SIGNATURE)* THE 19 DAY OF March, 2014

☐ REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): BRANDON TAMEZ

PID	1383442	APPOINTMENT DATE	7/19/2013
DEGREE	MB	DISPOSITION DATE	10/28/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-13-06584-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$250.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $250.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
10/28/2013	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case # CR-13-08642-G	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$250.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

RECEIVED BY COUNTY AUDITOR
2014 MAR 19 PM 4 C5

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

Traci Evans
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 19 DAY OF March, 2014

☐ REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): LUIS LANDA

PID	1391948	APPOINTMENT DATE	8/28/2003
DEGREE	MB	DISPOSITION DATE	9/25/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-13-06835-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
9/25/2013	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

RECEIVED BY COUNTY AUDITOR 2014 MAR 19 PM 4 CS

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 19 DAY OF March, 2014

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): CRISTINA VALDEZ

PID	952867	APPOINTMENT DATE	9/16/2013
DEGREE	MB	DISPOSITION DATE	9/16/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-13-09326-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
9/16/2013	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 18th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JAVIER ROSALIO DE LEON

PID	199792	APPOINTMENT DATE	10/9/2008
DEGREE	MB	DISPOSITION DATE	1/28/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER	COUNTY COURT 7
CASE NUMBER	CR-08-12403-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$210.00	$510.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $510.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
2/15/2012	Status hearing.	1	
12/9/2013	Status hearing.	1	
1/15/2014	Spoke with DA. Discovery at DA's office.		1
1/24/2014	Prepared for trial.		2
1/27/2014	Case dismissed due to not having officers present.	1	
	TOTAL HOURS	3	3

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 18 DAY OF August, 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): ANDREW LEANDRO ACOSTA

PID	176656	APPOINTMENT DATE	11/15/2006
DEGREE	MA	DISPOSITION DATE	3/22/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CRT-07-8079-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$250.00	$35.00	$285.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $285.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$0.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
11/15/2006	Appointed to case. Created file. Sent letter of representation.		0.5
10/31/2007	Client failed to appear for arrgainment	0.5	
2/28/2012	Jail case.	0.5	
3/8/2012	Jail case.	0.5	
3/21/2012	Jail case.Case dismissed	1	
	TOTAL HOURS	2.5	0.5

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 18th DAY OF August 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): FRANCISCO RAMIREZ

PID	1420454	APPOINTMENT DATE	6/19/2014
DEGREE	MB	DISPOSITION DATE	3/9/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-14-2299-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$192.50	$492.50
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $492.50

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C LIST RELATED CASE NO:S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
6/19/2014	Appointed to case. Waiver of arraignment. Discussed options.	1	
9/18/2014	Court hearing.	0.5	
10/20/2014	Court hearing.	0.5	
11/17/2014	Spoke with client and court		0.5
12/18/2014	Court hearing.	0.5	
1/15/2015	Spoke with client.		0.5
2/9/2015	Met with client. Filed pretrial diverson paperwork.		1
2/18/2015	Court hearing.	0.5	
3/5/2015	Met with client.		0.5
3/9/2015	Followed up with dismissal.		0.25
	TOTAL HOURS	3	2.75

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 18th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): ROSA OLIVAREZ

PID	394982	APPOINTMENT DATE	2/12/2015
DEGREE	MB	DISPOSITION DATE	2/13/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-12-7756-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$0.00	$175.00	$175.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $175.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
2/12/2015	Appointed to case. Created file. Pulled criminal history. Called		1
	jail regarding bond. Sent letter of representation		
2/12/2015	Spoke with family and district attorney regarding case.		1
2/13/2015	Spoke with family and district attorney regarding case.		0.5
	TOTAL HOURS	0	2.5

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

Traci Evans
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 18 DAY OF August, 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): MARIANA ORTIZ

PID	1051944	APPOINTMENT DATE	2/5/2014
DEGREE	MB	DISPOSITION DATE	3/10/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-14-11344-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$100.00	$140.00	$240.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $240.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
2/5/2015	Appointed to case. Spoke with District Attorney. Reviewed file.	1	
	Client failed to appear.		
2/20/2015	Sent letter to client advising of warrant for arrest.		0.5
3/9/2015	Spoke with bondsman regarding case. Spoke with District Attorney.		1
	Spoke with family.		
3/10/2015	Spoke with District Attorney and family regarding case.		0.5
	TOTAL HOURS	1	2

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 18 DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): ELSA LUNA

PID	1079679	APPOINTMENT DATE	4/11/2012
DEGREE	MA	DISPOSITION DATE	4/29/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-12-1411-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
4/29/2013	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

Traci Evans
ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 18th DAY OF August, 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)			
LUNA ROMERO			
PID	1390336	APPOINTMENT DATE	2/7/2013
DEGREE	MB	DISPOSITION DATE	4/29/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-12-10833-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ — TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
4/29/2013	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 18th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JOSE VILLARREAL

PID	1386973	APPOINTMENT DATE	12/13/2012
DEGREE	MB	DISPOSITION DATE	5/6/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 7

CASE NUMBER: CR-12-10444-G

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
5/6/2013	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 18th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): GABRIEL GARZA

PID	1190502	APPOINTMENT DATE	3/25/2011
DEGREE	MA	DISPOSITION DATE	6/17/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 8

CASE NUMBER: CR-08-10865-H/CR-10-124621-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$300.00	$315.00	$615.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $615.00 TOTAL: ~~$615.00~~

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	SUPPRESSION	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
3/25/2011	Appointed in Court to client. Spoke with options. Case reset. WOA.	1	
9/15/2011	Jail case. Case reset. Client wanting to go to trial	1	
2/10/2013	Spoke with mother regarding case. Client wanting warrant.		0.5
2/11/2013	Spoke with supervisor in mis DA section regarding bench warrant.		0.5
2/15/2013	Spoke with supervisor in mis DA section regarding bench warrant.		0.5
3/3/2013	Faxed information of location of client to Misdemeanor section.		1
3/27/2013	Spoke with clerk regaridng bench warrant.		0.5
4/12/2013	Spoke with clerk regaridng bench warrant.		0.5
5/2/2013	Spoke with clerk regaridng bench warrant.		0.5
5/25/2013	Spoke with clerk regaridng bench warrant.		0.5
6/17/2013	Case set for Jail case. Advised Aaron Pena had been retained.	1	
	TOTAL HOURS	3	4.5

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 19th DAY OF August, 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JANNET CORTEZ

PID	1108009	APPOINTMENT DATE	8/13/2010
DEGREE	MA	DISPOSITION DATE	5/21/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 8

CASE NUMBER: CR-10-6784-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $400.00 TOTAL: ~~$200.00~~

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
	PLEA		☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
5/21/2013	SUPPRESSION		☑	$200.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323, W. Cano, Edinburg, Tx 78539

SECTION F — CERTIFICATION

I, TRACI L. EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 14 DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

SANTOS AVITIA

PID	212700	APPOINTMENT DATE	10/30/2014
DEGREE	MB	DISPOSITION DATE	3/17/2015

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: COUNTY COURT 8

CASE NUMBER: CR-15-01942-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$450.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ — TOTAL $450.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
2/17/2015	INITIAL JAIL VISIT		☑	$50.00
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
3/17/2015	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	OTHER MISDEMEANOR CASE	Case # CR-15-01941-H	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-15-01940-H	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-14-9890-H	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-14-9889-H	☑	$50.00
			TOTAL	$450.00

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS

323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 19th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/23/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): ALEJANDRO VARGAS

PID	142821	APPOINTMENT DATE	7/25/2008
DEGREE	MA	DISPOSITION DATE	10/8/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 8

CASE NUMBER: CR-12-2249-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ 300 — TOTAL ~~$200.00~~

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
10/8/2013	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJU	☐	
	OTHER MISDEMEANOR CASE	☐	
	OTHER MISDEMEANOR CASE	☐	
	OTHER MISDEMEANOR CASE	☐	
	OTHER MISDEMEANOR CASE	☐	
		TOTAL	$200.00

Attorney fees granted for $300.00. Includes dismissal in CR-08-5442-G.

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES /

DATE		COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 19th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JOSE AGUIRRE

PID	328320	APPOINTMENT DATE	7/8/2009
DEGREE	MA	DISPOSITION DATE	10/21/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 8

CASE NUMBER: CR-09-5407-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$350.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:
(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 500.00 — TOTAL: ~~$350.00~~

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):
☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
10/21/2013	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	OTHER MISDEMEANOR CASE	Case # CR-10-7683-H	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-10-7684-H	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-11-1082-H	☑	$50.00
	OTHER MISDEMEANOR CASE		☐	
			TOTAL	$350.00

Attorneys fees of $1500.00 ordered for all cases.

SECTION C LIST RELATED CASE NO.S

SECTION D FELONY CASES / M

DATE		COURT HOURS	OUT OF COURT HOURS
		0	0

SECTION E ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 14th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A **CASE INFORMATION**

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): RUBEN ALFARO

PID	217672	APPOINTMENT DATE	7/6/2009
DEGREE	MB	DISPOSITION DATE	5/16/2013

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 8

CASE NUMBER: CR-09-8822-H

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ 300 — TOTAL: ~~$200.00~~

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B **(MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY**

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
5/16/2013	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C LIST RELATED CASE NO.S

SECTION D **FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS**

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E **ATTORNEY INFORMATION**

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F **CERTIFICATION**

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 14th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

For faster processing, please return discrepancy notice along with corrected voucher.

MEMORANDUM

DATE: August 19, 2015

TO: Honorable Judge Mario Ramirez Jr
332nd District Court

FROM: Ray Eufracio, CPA,
Hidalgo County Auditor

REFERENCE: Notice of Discrepancy for Attorney Traci Evans
Cause# CR-1244-10-F

The attached attorney voucher(s) is/are being returned because of the reason(s) indicated below. Payment(s) of this voucher(s) will be made as soon as possible after corrective action has been taken and the corrected and proper documentation has been submitted/resubmitted with sufficient time to examine and approve before the next scheduled meeting of the Hidalgo County Commissioners Court.

[ ] Needs approval of presiding judge as required by Hidalgo County Local Rules on Indigent Defense 8.02 and Article 26.05(c) of the Texas Code of Criminal Procedures

[ ] Needs reason(s) for adjustments to total amount requested, as required by Hidalgo County Local Rules on Indigent Defense 8.02(b) and Article 26.05(c) of the Texas Code of Criminal Procedures. Please check one of the boxes provided. **Note: when choosing "other" the judge must provide a written explanation.**

[X] Other (see explanation below)
New local rules were approved on 2/9/15. Rule 8.02(e) states appointed attorney shall submit voucher no later than 90 days from the date of disposition on felony case. Attorney is submitting voucher for services in 2011 and 2012.

Should you have any questions on this matter, please call Ms. Jessica Ortega, Accounts Payable Specialist I, at (956) 318-2511 ext. 4623, or Elizabeth Cano, Accounts Payable Supervisor, at ext. 4628.ATTACHMENT

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)	JUSTIN RHYS SCEPANSKI		
PID	1164537	APPOINTMENT DATE	6/6/2011
DEGREE	CAPITAL	DISPOSITION DATE	
☐ CASE IS ON-GOING	☑ APPEAL	☐ DEATH PENALTY CASE	DEATH PENALTY RATE:
COURT NUMBER	332ND DISTRICT COURT		
CASE NUMBER	CR-1244-10-F		

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$0.00	$4,300.00	$4,300.00
OTHER LEGAL SERVICE AMOUNT		$160.23	$160.23

☐ INVESTIGATOR ☐ EXPERT ☑ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ _____ TOTAL $4,460.23

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C — LIST RELATED CASE NO.S

None

RECEIVED BY COUNTY AUDITOR
2015 AUG 10 AM

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
6/6/2011	Appointed to case. Created file. Spoke to Court regarding case.		1
6/9/2011	Sent letter to jail to client.		0.5
6/18/2011	Went to jail to visit client.		1.5
6/19/2011	Prepared and filed motions.		1
11/8/2011	Took transcript to copy		0.5
11/15/2011	Reviewed transcript		1.5
11/20/2011	Reviewed transcript		2
11/21/2011	Reviewed transcript		1.5
12/5/2011	Reviewed transcript		2
12/8/2011	Sent transcipt to client.		0.5
1/2/2011	Reviewed transcript		2.5
1/12/2012	Legal research		2
	TOTAL HOURS	0	16.5

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS

323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 7th DAY OF August, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK (CONTINUATION SHEET)

DEFENDANT NAME	CASE NUMBER
JUSTIN RHYS SCEPANSKI	CR-1244-10-F

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
1/14/2012	Legal research		2
1/20/2012	Legal research		2.5
2/1/2012	Draft appeal		3
2/3/2012	Draft appeal		1.5
2/15/2012	Legal research		1
2/20/2012	Legal research		3.25
2/26/2012	Draft appeal		2.75
3/1/2012	Draft appeal		2
3/10/2012	Legal research		3
3/13/2012	Legal research		2.5
3/17/2012	Draft appeal		3

Return Address:	LAW OFFICE OF TRACI EVANS 323 W. CANO EDINBURG, TX 78539	**Print Date:**	December 07, 2011 - 05:04:03 PM
		Mail Date:	December 08, 2011
		User:	traci11
Delivery Address:	JUSTIN RHYS SCEPANKSI SID # 07899220 / TDCJ # GARZA EAST 4304 HIGHWAY 202 BEEVILLE, TX 78102-8998	**Weight:**	0 lbs 1 oz
		Refund Type:	E-refund
		Printed Msg:	
Cost Code:			

Class/Service:	Priority Mail ®	**$10.50**
Special Services:	e/Delivery Confirmation	
Insurance:	N/A	
	TOTAL COST:	**$10.50**

Tracking: 9101010521297094082557

Location	Date	Local Time	Description
78539, US	December 7, 2011	17:04:00	Electronic Notification

Return Address:	LAW OFFICE OF TRACI EVANS 323 W. CANO EDINBURG, TX 78539	**Print Date:**	December 07, 2011 - 05:04:28 PM
		Mail Date:	December 08, 2011
		User:	traci11
Delivery Address:	JUSTIN RHYS SCEPANKSI SID # 07899220 / TDCJ # GARZA EAST 4304 HIGHWAY 202 BEEVILLE, TX 78102-8998	**Weight:**	0 lbs 1 oz
		Refund Type:	E-refund
		Printed Msg:	
Cost Code:			

Class/Service:	Priority Mail ®	**$10.50**
Special Services:	e/Delivery Confirmation	
Insurance:	N/A	
	TOTAL COST:	**$10.50**

Tracking: 9101010521297094088115

Location	Date	Local Time	Description
78539, US	December 7, 2011	17:04:00	Electronic Notification

STAPLES

that was easy.

Low prices. Every item. Every day.
1606 West University Drive
Edinburg, TX 78539
(956) 287-1415

SALE 1368494 13 005 43286
1037 11/09/11 11:09

****

YOUR OPINION COUNTS AND WILL BE REVIEWED
BY THIS STORE'S MANAGER!

Please take a short survey
and be entered into a monthly drawing
for a $5,000 Staples gift card.
NO PURCHASE NECESSARY.
Log on to www.StaplesCares.com
or call 1-800-881-1723
Your survey code: 0100 7991 1296 4900
See store for rules.
Survey code expires 11/16/2011.
***Tome nuestra encuesta en Español en
la página de Internet o por telefono.
Consiga las reglas en la tienda.***

****

QTY SKU		PRICE
REWARDS NUMBER 2067742532		
2482 1501-2500 BW LTR P		
713975	0.070ea	173.74
Coupon No. 94553		-52.12
100 HAND FEEDING		
381722	0.100ea	10.00
Coupon No. 94553		-3.00
SUBTOTAL		128.62
Standard Tax 8.25%		10.61
TOTAL		$139.23
Visa		139.23

Card No.: XXXXXXXXXXXX9212 [S]
Auth No.: 376044

**********STAPLES COUPONS REDEEM**********
Coupon No. 94553 -55.12
30% off your Copy and Print order
of $30 or more
Expiration Date: 11/12/11

TOTAL ITEMS 2582

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

For faster processing, please return discrepancy notice along with corrected voucher.

MEMORANDUM

DATE: August 19, 2015

TO: Honorable Judge Mario Ramirez Jr
332nd District Court

FROM: Ray Eufracio, CPA,
Hidalgo County Auditor

REFERENCE: Notice of Discrepancy for Attorney Traci Evans
Cause# CR-1429-12-F

The attached attorney voucher(s) is/are being returned because of the reason(s) indicated below. Payment(s) of this voucher(s) will be made as soon as possible after corrective action has been taken and the corrected and proper documentation has been submitted/resubmitted with sufficient time to examine and approve before the next scheduled meeting of the Hidalgo County Commissioners Court.

[ ] Needs approval of presiding judge as required by Hidalgo County Local Rules on Indigent Defense 8.02 and Article 26.05(c) of the Texas Code of Criminal Procedures

[ ] Needs reason(s) for adjustments to total amount requested, as required by Hidalgo County Local Rules on Indigent Defense 8.02(b) and Article 26.05(c) of the Texas Code of Criminal Procedures. Please check one of the boxes provided. **Note: when choosing "other" the judge must provide a written explanation.**

[**X**] Other (see explanation below)
New local rules were approved on 2/9/15. Rule 8.02(e) states appointed attorney shall submit voucher no later than 90 days from the date of disposition on felony case. Attorney is submitting voucher for services in 2012 and 2013.

Should you have any questions on this matter, please call Ms. Jessica Ortega, Accounts Payable Specialist I, at (956) 318-2511 ext. 4623, or Elizabeth Cano, Accounts Payable Supervisor, at ext. 4628.ATTACHMENT

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): REJINO MONTEZ GONZALEZ

PID	326731	APPOINTMENT DATE	4/24/2012
DEGREE	F1	DISPOSITION DATE	2/25/2012

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-1429-12-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$1,250.00	$5,215.00	$6,465.00
OTHER LEGAL SERVICE AMOUNT		$137.00	$137.00

☐ INVESTIGATOR ☐ EXPERT ☑ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ TOTAL: $6,602.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

RECEIVED BY COUNTY AUDITOR 2015 AUG 10 AM 8 09

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
4/24/2012	Arraignment.	1	
4/26/2012	Jail visit with client.		2
5/7/2012	Pretrial hearing.	1	
5/8/2012	Discovery at District Attorneys office.		2
5/15/2012	Discovery at District Attorneys office.		2.5
5/24/2012	Discovery at District Attorneys office.		2
6/5/2012	Spoke with Co-counsel regarding case.		0.5
6/7/2012	Pretrial hearing.	0.5	
6/9/2012	Discovery at District Attorneys office.		3
6/12/2012	Discovery at District Attorneys office.		2.5
6/13/2012	Typed Discovery		1.5
6/14/2012	Typed Discovery		2
	TOTAL HOURS	2.5	18

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: *PRESIDING JUDGE (SIGNATURE)* THE 7th DAY OF AUGUST, 2015

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK (CONTINUATION SHEET)

DEFENDANT NAME	CASE NUMBER
REJINO MONTEZ GONZALEZ	CR-1429-12-F

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
6/20/2012	Discovery at District Attorneys office.		3.5
6/25/2012	Typed Discovery		1
7/2/2012	Reviewed discovery with Co-counsel		1
7/6/2012	Jail visit with client to discuss discovery		1.5
7/15/2012	Discovery at District Attorneys office.		2
7/20/2012	Discovery at District Attorneys office.		2.5
7/29/2012	Discovery at District Attorneys office.		3
8/2/2012	Pretrial hearing.	1	
8/27/2012	Discussed case with Co-counsel		2
9/12/2012	Discussed case with Co-counsel		1
9/13/2012	Jail visit with client to discuss discovery		1.5
9/17/2012	Pretrial hearing.	1	
10/1/2012	Pretrial hearing.	0.75	
10/22/2012	Jail visit with client.		1.5
11/5/2012	Pretrial hearing.	1	
11/16/2012	Jail visit with client.		1.5
11/20/2012	Pretrial hearing.	0.75	
1/15/2013	Met with investigator to discuss case and give copies of discovery		1.5
1/23/2013	Spoke with investigator		1
1/28/2013	Jail visit with client.		2.25
1/29/2013	met with Co-counsel and investigator		0.75
1/31/2013	Visited crime scene with investigator and co-counsel		2.25
2/1/2013	Da's office for discovery on Co-Defendants statements		2.75
2/5/2013	Final pretrial hearing. Visiited with client regarding plea.	1.5	
2/11/2013	Status hearing. Plea offer rejection on record	1.5	
2/13/2013	organized trial notebook. Spoke with Co-Counsel regarding case.		3
2/18/2013	Prepared trial reviweing reports and making notes.		3
2/21/2013	Discovery of Co-Defendants statements at DA's office.		3
2/22/2013	Interviewed witnesses with Co-counsel and investigator		3
2/23/2013	Reviewed clients statement. Legal research for statement.		3
2/24/2013	Prepared for trial.		3
2/24/2013	Spoke with co-defendants at jail.		4
2/24/2013	Reviewed case with Co-counsel		2
2/25/2013	Appear to court for jury selection. Client pleads guitly to lesser of	2.5	
	manslaughter and was sentenced to 10 years.		
	TOTAL HOURS	10	56.5

REPRINTED RECEIPT

Laura Hinojosa

Hidalgo County District Clerk
P.O. Box 87, Edinburg, Texas 78540
phone: 956.318.2200 fax: 956.318.2251
districtclerk@co.hidalgo.tx.us

Payor
TRACI L. EVANS

Receipt No
DC-2013-3797

Transaction Date
02/22/2013

Description		Amount Paid
Miscellaneous Payment		
	Copies - Misc.	47.00
	Copies	47.00
	SUBTOTAL	47.00
	PAYMENT TOTAL	**47.00**
	Check (Ref #1652) Tendered	47.00
	Total Tendered	47.00
	Change	0.00

CR-1847-99-F & CR-1887-02-F

02/22/2013 11:26 AM | Cashier Station DC332 | Audit 1825048

REPRINTED RECEIPT

CITY OF SAN JUAN
956-223-2200

REC#: 00736769 2/19/2013 11:22 AM
OPER: ME TERM: 003
REF#: 1650

TRAN: 19.0000 MISC REVENUE
POLICE REPORT-TRACI EVANS
MISCELLANEOUS REVEN 35.00CR

TENDERED: 35.00 CHECK
APPLIED: 35.00-

CHANGE: 0.00

RESIDENTS SHOULD PLACE GARBAGE CONTAINER
BY THE CURVE NO LATER THAN 7AM
FAVOR DE PONER BOTE DE BASURA ENSEGUIDA
DEL CORDON DE LA CALLE ANTES DE LA 7AM

CITY OF SAN JUAN
PUBLIC RECORDS CHARGES

Date: 2/14/13
Description of Information: Police Reports

Agency/Company: Traci Evans

	Amount:		Total:
Standard-size Paper Copies	_____	$.25/page	_____
Nonstandard-size Copies	_____	$1.00/ea.	_____
Maps Regular Size Black & White	_____	$.50/ea.	_____
Maps Regular Size Color	_____	$1.00/ea.	_____
Maps Big Size Per Sq. Ft Black & White	_____	$3.00/ea.	_____
Maps Big Size Per Sq. Ft Color	_____	$5.00/ea.	_____
Personnel Charge:	_____	$/Hr.	_____
Programming Personnel:	_____	$26.00/Hr.	_____
Other Personnel Charge:	_____	$15.00/Hr.	_____
Overhead Charge: (20% of Personnel Charge)	_____	x0.20	_____
Miscellaneous Charge:	_____	Actual Cost	_____
	_____	Actual Cost	_____
Other Charges: Discription:	7	Actual Cost	$35.00
Outsourced or Contracted Services:	_____	Actual Cost	_____
Total Charges:			$35.00

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

For faster processing, please return discrepancy notice along with corrected voucher.

MEMORANDUM

DATE: July 31, 2015

TO: Honorable Judge Mario Ramirez Jr
332nd District Court

FROM: Ray Eufracio, CPA,
Hidalgo County Auditor

REFERENCE: Notice of Discrepancy for Attorney Traci Evans
Cause# CR-804-11-F

The attached attorney voucher(s) is/are being returned because of the reason(s) indicated below. Payment(s) of this voucher(s) will be made as soon as possible after corrective action has been taken and the corrected and proper documentation has been submitted/resubmitted with sufficient time to examine and approve before the next scheduled meeting of the Hidalgo County Commissioners Court.

[ ] Other (see explanation below)

Sec. 16.004. FOUR-YEAR LIMITATIONS PERIOD. (a) A person must bring suit on the following actions not later than four years after the day the cause of action accrues:

(1) specific performance of a contract for the conveyance of real property;

(2) penalty or damages on the penal clause of a bond to convey real property;

(3) debt;

(4) fraud; or

(5) breach of fiduciary duty.

(b) A person must bring suit on the bond of an executor, administrator, or guardian not later than four years after the day of the death, resignation, removal, or discharge of the executor, administrator, or guardian.

(c) A person must bring suit against his partner for a settlement of partnership accounts, and must bring an action on an open or stated account, or on a mutual and current account concerning the trade of merchandise between merchants or their agents or factors, not later than four years after the day that the cause of action accrues.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

For purposes of this subsection, the cause of action accrues on the day that the dealings in which the parties were interested together cease.

Should you have any questions on this matter, please call Ms. Jessica Ortega, Accounts Payable Specialist I, at (956) 318-2511 ext. 4623, or Elizabeth Cano, Accounts Payable Supervisor, at ext. 4628.

ATTACHMENT

HIDALGO COUNTY DISTRICT JUDGES

LUIS SINDLETERRY
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

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

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

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

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

JESSE CONTRERAS
JUDGE, 449TH D.C.

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): JOSE NIETO

PID	600550	APPOINTMENT DATE	3/1/2011
DEGREE	FS	DISPOSITION DATE	10/11/2011

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: 332ND DISTRICT COURT

CASE NUMBER: CR-804-11-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$0.00
TRIAL FEES	$1,050.00	$350.00	$1,400.00
OTHER LEGAL SERVICE AMOUNT			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER:

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: $ — TOTAL: $1,400.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
\	PLEA	☐	
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$0.00

SECTION C LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
3/1/2011	Arraigned. Spoke with client. Case reset.	1	
3/8/2011	Prepared and filed pretrial motions.		1
3/9/2011	Spoke to client regarding case.		0.5
3/22/2011	Spoke with investigator from Edinburg Police Department & DA.		1
3/23/2011	Status hearing.	1	
4/25/2011	Spoke with investigator from Edinburg Police Department & DA.		0.5
4/26/2011	Status hearing.	1	
5/26/2011	Spoke with investigator from Edinburg Police Department & DA.		0.5
5/27/2011	Status hearing.	0.5	
6/10/2011	Spoke with investigator from Edinburg Police Department & DA.		0.5
6/13/2011	Status hearing.	1	
7/30/2011	Spoke with investigator from Edinburg Police Department & DA.		0.5
	TOTAL HOURS	4.5	4.5

PAST 4 YR LIMIT CANNOT PAY

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
319309	956-318-0099	24048459

MAILING ADDRESS: 323 W. Cano St., Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, TRACI EVANS

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 2ND DAY OF JULY, 2015

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
REVISED 04/23/14

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION D FELONY CASES / MISDEMEANOR TRIAL WORK (CONTINUATION SHEET)

DEFENDANT NAME	CASE NUMBER
EUGENE ARCOS	CR-804-11-F

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
8/1/2011	Status hearing.	1	
8/5/2011	Hearing.	1	
8/20/2011	Spoke with DA		0.5
8/22/2011	Hearing.	1	
9/26/2011	Hearing.	1	
10/11/2011	Plea before the Court.	2	

AI-51559 **Executive Office** **10. F.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of invoice for legal fees, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor for the following:

Vendor	Invoice Date/#	Amount	Cause#
Palacios, Garza & Thompson	8/5/15 / 2415	$8,640.96	L. Rodriguez-Serna v. County

BACKGROUND

As per Letter of Engagement, "the attorney will seek approval from county for any individual expenses that are expected to exceed the sum of $ 500.00"

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415--30-125-006-0-333

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

BUDGETARY IMPACT:

Funds available as of 9/25/15

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 11:52 AM
Auditor's Office	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Monica Badillo Started On: 09/25/2015 10:41 AM

Final Approval Date: 09/25/2015

AI-51560 **Executive Office** **10. G.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of invoice for legal fees, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor for the following:

Vendor	Invoice Date/#	Amount	Cause#
Atlas, Hall & Rodriguez, LLP	8/7/15 / 1038936	$2,523.62	J. L. Perez v. County
Atlas, Hall & Rodriguez, LLP	7/13/15 / 1038239	$5,485.96	E. Andrade v. County

BACKGROUND

as per Letter of Engagement, "the attorney will seek approval from county for any individual expenses that are expected to exceed the sum of $ 500.00"

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-30-125-006-0-333

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

BUDGETARY IMPACT:

Funds available as of 9/25/15.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 11:52 AM
Auditor's Office	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Monica Badillo Started On: 09/25/2015 10:51 AM

Final Approval Date: 09/25/2015

AI-51419 **Human Resources** **11. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Urban County Program - CDBG (1288):
1. Approval of the following personnel actions, effective next full pay period of 10/05/15:

Action	Dept./Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	250-001	0016	Accountant II	$43,574.00	$0.00	($43,574.00)
Delete	250-001	0018	Administrative Assistant III	$35,064.00	$0.00	($35,064.00)
Delete	250-001	0020	Clerk III	$26,924.00	$0.00	($26,924.00)

2. Approval to redistribute cost allocations as follows, effect next full pay period of 10/05/15:

Action	Dept/Program	Slot #	Position Title	Current Cost Allocation Distribution (%)	Proposed Cost Allocation Distribution (%)
Redistribution	250-001	0004	Deputy Director	76.39%	100%
Redistribution	250-002	0008	Deputy Director	23.61%	0%

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1288-463-00-250-00X-6-XXX

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

BUDGETARY IMPACT:

COST SAVINGS

Attachments

Fiscal Note
JOB DESCRIPTION
PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/22/2015 09:22 AM
Human Resources	Diana Munoz	09/24/2015 03:05 PM
Budget & Management	Veronica Ortiz	09/25/2015 09:31 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Debbie Tamez		Started On: 09/17/2015 09:44 AM
Final Approval Date: 09/25/2015		

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, September 29, 2015 Agenda Item: 51419

Summary of request/proposal:
URBAN COUNTY PROGRAM - CDBG (1288) -
Approval of the following personnel actions, effective next full pay period, 10/05/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1288	Deputy Director	0004	113	57,305.00	76,407.00	19,102.00
1288	Accountant II	0016	113	43,574.00	0.00	(43,574.00)
1288	Administrative Assistant III	0018	113	35,064.00	0.00	(35,064.00)
1288	Clerk III	0020	113	26,924.00	0.00	(26,924.00)
				162,867.00	76,407.00	(86,460.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1288-463-00-250-001-6-	113	CDBG FY06-	REG F/T EMPLOYEES	($21,200.92)
5-1288-463-00-250-001-6-	211	CDBG FY06-	HEALTH INSURANCE	($4,360.83)
5-1288-463-00-250-001-6-	212	CDBG FY06-	LIFE INSURANCE	($27.63)
5-1288-463-00-250-001-6-	220	CDBG FY06-	FICA	($1,621.87)
5-1288-463-00-250-001-6-	230	CDBG FY06-	RETIREMENT	($2,253.66)
5-1288-463-00-250-001-6-	250	CDBG FY06-	UNEMPLOYMENT COMP	($127.21)
5-1288-463-00-250-001-6-	260	CDBG FY06-	WORKER'S COMP	($44.52)
			2015 Budgetary Impact	($29,636.64)

2016 Budgetary Impact: ($121,521.38)

Possible Funding Sources: COST SAVINGS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, September 29, 2015 Agenda Item: 51419

Summary of request/proposal:
URBAN COUNTY PROGRAM - HOME (1288) -
Approval of the following personnel action, effective next full pay period, 10/05/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1288	Deputy Director	0008	113	19,102.00	0.00	(19,102.00)
				19,102.00	0.00	(19,102.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1288-463-00-250-002-6-	113	HOME FY06-	REG F/T EMPLOYEES	($4,684.02)
5-1288-463-00-250-002-6-	211	HOME FY06-	HEALTH INSURANCE	$0.00
5-1288-463-00-250-002-6-	212	HOME FY06-	LIFE INSURANCE	$0.00
5-1288-463-00-250-002-6-	220	HOME FY06-	FICA	($358.33)
5-1288-463-00-250-002-6-	230	HOME FY06-	RETIREMENT	($497.91)
5-1288-463-00-250-002-6-	250	HOME FY06-	UNEMPLOYMENT COMP	($28.10)
5-1288-463-00-250-002-6-	260	HOME FY06-	WORKER'S COMP	($9.84)
			2015 Budgetary Impact	($5,578.20)

2016 Budgetary Impact: ($22,735.19)

Possible Funding Sources: COST SAVINGS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY URBAN COUNTY PROGRAM

DEPUTY DIRECTOR

GENERAL DESCRIPTION

Performs highly advanced (senior-level) policy administration and managerial work; Work involves specialized knowledge of state government, strategic planning, and County administration. Works closely with the executive director on the day-to-day operations of the County; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides counsel and advice to the executive director regarding County operations

Manages the day-to-day operations of the County

Ensures that the agency adheres to County goals and objectives

Provides counsel and advice to members of the county upon request

Provides information and advice to county agencies and the general public regarding County activities and responsibilities

May act as executive director in the absence of the executive director

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years of experience in public administration and/or management work

Graduation from an accredited four-year college or university with major course work in business, public administration, or related field required

Master's degree in Planning, Public Administration or Business Administration

Two (2) years of related experience may be substituted for one (1) year of the required education with a maximum substitution of two years

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

CERTIFICATES, LICENSES, REGISTRATION

May be required to be certified, registered, or licensed in a specialty area

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws and regulations and of the principles and practices of public administration and management

Ability to read, interpret, and accept documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to complete reports and answer routing correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to supervise and communicate effectively with staff and the public

Ability to deal with problems involving several concrete variables in standardized situations

Must have experience in office or related work

Must have knowledge of computers and spreadsheets

Must have previous supervisory experience

General knowledge of city, county, and state government is required

Ability to assist the public in person or by telephone

Must have good writing and communication skills

Must be well organized

Ability to work well with others including vendors, department employees, elected officials, and departments heads

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 21 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM/250** DATE: **9/18/15**

CURRENT POSITION TITLE: **ACCOUNTANT II - URBAN COUNTY CDBG (250-001)** CURRENT SLOT. #: **0016**

REQUESTED POSITION TITLE: CURRENT SLOT. #:

REQUEST FOR: OF POSITION

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **DELETE POSITION**

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE
1	$ 43,574.00	$ 0.00	$ (43,574.00)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION SALARY REQUEST:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ 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)

DELETING THIS POSITION WILL BETTER SERVE THE NEEDS OF URBAN COUNTY PROGRAM

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9/21/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/22/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/25/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 21 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM/250** DATE: **9/18/15**

CURRENT POSITION TITLE: **ADMINISTRATIVE ASSISTANT III – URBAN COUNTY CDBG (250-001)** CURRENT SLOT. #: **0018**

REQUESTED POSITION TITLE: CURRENT SLOT. #:

REQUEST FOR: OF POSITION

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **DELETE POSITION**

POSITION SALARY REQUEST:

1	$ 35,064.00	$ 0.00	$ (35,064.00)
NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION SALARY REQUEST:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ 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)

DELETING THIS POSITION WILL BETTER SERVE THE NEEDS OF URBAN COUNTY PROGRAM

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	9/21/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	9/22/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 21 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM/250** DATE: **9/18/15**

CURRENT POSITION TITLE: **CLERK III - URBAN COUNTY CDBG (250-001)** CURRENT SLOT. #: **0020**

REQUESTED POSITION TITLE: CURRENT SLOT. #:

REQUEST FOR: OF POSITION

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **DELETE POSITION**

POSITION SALARY REQUEST:

1	$ 26,924.00	$ 0.00	$ (26,924.00)
NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION SALARY REQUEST:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ 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)

DELETING THIS POSITION WILL BETTER SERVE THE NEEDS OF URBAN COUNTY PROGRAM

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/21/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 21 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM – CDBG (250-001)**
URBAN COUNTY PROGRAM – HOME (250-002)

DATE: **9/18/15**

CURRENT POSITION TITLE: **DEPUTY DIRECTOR**

CURRENT SLOT. #: **0004 (250-001)**

REQUESTED POSITION TITLE: **DEPUTY DIRECTOR**

CURRENT SLOT. #: **0008 (250-002)**

REQUEST FOR: OF POSITION

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other **REDISTRIBUTE COST ALLOCATION**

POSITION SALARY REQUEST:

ACCOUNT NO.	NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE
CDBG (250-001)	**1**	$ **57,305.00**	$ **76,407.00**	$ **19,102.00**
HOME (250-002)	**1**	**19,102.00**	**0.00**	**(19,102.00)**

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION SALARY REQUEST:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ 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)

AS PER THE NEEDS OF THE URBAN COUNTY PROGRAM

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9/21/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/22/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/25/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-51490 **Human Resources** **11. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Defender (1100)/Public Defender - Juvenile Section (1282):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions to change the funding source from the Public Defender's - Juvenile Section (1282) budget to the Public Defender's General Fund budget as follows, effective 10/01/15:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Salary Budget
Delete	085-004	G001	Public Defender III	$60,655.00	$0.00
Delete	085-004	G002	Public Defender II	$52,002.00	$0.00
Delete	085-004	G003	Social Worker	$41,280.00	$0.00
Delete	085-004	G004	Administrative Assistant I	$24,087.00	$0.00
Create	085-003	0019	Public Defender III	$0.00	$60,655.00
Create	085-003	0020	Public Defender II	$0.00	$52,002.00
Create	085-003	0021	Social Worker	$0.00	$41,280.00
Create	085-003	0022	Administrative Assistant I	$0.00	$24,087.00

3. Approval to transfer Employee No. 142328 to (085-003) Slot No. 0019.
4. Approval to transfer Employee No. 209279 to (085-003) Slot No. 0022.
5. Approval to revise the Salary Schedule in accordance with Commissioners Court action.
6. Approval of interdepartmental transfer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available pending approval of AI-51567 (CC 9/29/15).

Attachments

Fiscal Note
Transfer
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2015 04:59 PM
Human Resources	Diana Munoz	09/25/2015 10:31 AM
Budget & Management	Veronica Ortiz	09/25/2015 11:51 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Debbie Tamez		Started On: 09/22/2015 03:10 PM
Final Approval Date: 09/25/2015		

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, September 29, 2015 Agenda Item: 51490

Summary of request/proposal:
Public Defender (1100) -
Approval of the following personnel actions, effective 10/01/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Public Defender III	0019	113	0.00	60,655.00	60,655.00
1100	Public Defender II	0020	113	0.00	52,002.00	52,002.00
1100	Social Worker	0021	113	0.00	41,280.00	41,280.00
1100	Administrative Assistant I	0022	113	0.00	24,087.00	24,087.00
				0.00	178,024.00	178,024.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-30-085-003-0-	113	PUBLIC DEFENDER-	REG F/T EMPLOYEES	$45,017.56
5-1100-412-30-085-003-0-	211	PUBLIC DEFENDER-	HEALTH INSURANCE	$5,996.14
5-1100-412-30-085-003-0-	212	PUBLIC DEFENDER-	LIFE INSURANCE	$37.99
5-1100-412-30-085-003-0-	220	PUBLIC DEFENDER-	FICA	$3,443.84
5-1100-412-30-085-003-0-	230	PUBLIC DEFENDER-	RETIREMENT	$4,785.37
5-1100-412-30-085-003-0-	250	PUBLIC DEFENDER-	UNEMPLOYMENT COMP	$270.11
5-1100-412-30-085-003-0-	260	PUBLIC DEFENDER-	WORKER'S COMP	$157.56
			2015 Budgetary Impact	$59,708.57

2016 Budgetary Impact: $236,955.63

Possible Funding Sources: Interdepartmental Transfer

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, September 29, 2015 Agenda Item: 51490

Summary of request/proposal:
Public Defender Juvenile Section (1282) -
Approval of the following personnel actions, effective 10/01/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1282	Public Defender III	G001	113	60,655.00	0.00	(60,655.00)
1282	Public Defender II	G002	113	52,002.00	0.00	(52,002.00)
1282	Social Worker	G003	113	41,280.00	0.00	(41,280.00)
1282	Administrative Assistant I	G004	113	24,087.00	0.00	(24,087.00)
				178,024.00	0.00	(178,024.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1282-412-30-085-004-5-	113	PUBLIC DEFENDER JUV SECT-	REG F/T EMPLOYEES	($45,017.56)
5-1282-412-30-085-004-5-	211	PUBLIC DEFENDER JUV SECT-	HEALTH INSURANCE	($5,996.14)
5-1282-412-30-085-004-5-	212	PUBLIC DEFENDER JUV SECT-	LIFE INSURANCE	($37.99)
5-1282-412-30-085-004-5-	220	PUBLIC DEFENDER JUV SECT-	FICA	($3,443.84)
5-1282-412-30-085-004-5-	230	PUBLIC DEFENDER JUV SECT-	RETIREMENT	($4,785.37)
5-1282-412-30-085-004-5-	250	PUBLIC DEFENDER JUV SECT-	UNEMPLOYMENT COMP	($270.11)
5-1282-412-30-085-004-5-	260	PUBLIC DEFENDER JUV SECT-	WORKER'S COMP	($157.56)
			2015 Budgetary Impact	($59,708.57)

2016 Budgetary Impact: ($236,955.63)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: September 29, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defender

ACCOUNT NUMBER: 5-1100-41X-X0-115-0XX-0-XXX

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 Ext. 5427

2015
Transfer
AI-51490

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
5-1100-415-00-115-002-0- 899	**Co Wide Adm-**	**Contingency**	**(59,708.57)**
TO			
5-1100-412-30-085-003-0 113	**Public Defender-**	**Reg F/T Employees**	**45,017.56**
5-1100-412-30-085-003-0 211	**Public Defender-**	**Health Insurance**	**5,996.14**
5-1100-412-30-085-003-0 212	**Public Defender-**	**Life Insurance**	**37.99**
5-1100-412-30-085-003-0 220	**Public Defender-**	**FICA**	**3,443.84**
5-1100-412-30-085-003-0 230	**Public Defender-**	**Retirement**	**4,785.37**
5-1100-412-30-085-003-0 250	**Public Defender-**	**Unemployment Comp**	**270.11**
5-1100-412-30-085-003-0 260	**Public Defender-**	**Workers Comp**	**157.56**
TOTAL BUDGET INCREASE (DECREASE)			**$ (0.00)**

REASON: **Transfer needed to fund AI-51490, CC 9/29/15.**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER - 085-004 **DATE:** 09/23/2015

CURRENT POSITION TITLE: PUBLIC DEFENDER III **CURRENT SLOT. #:** G001

REQUESTED POSITION TITLE: ~~PUBLIC DEFENDER III~~ DT G001
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 60,655.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (60,655.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle [ ] Will Require Additional Funds

☑ Other to be deleted from 1282 grant account.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

PUBLIC DEFENDER'S JUVENILE SECTION (1282) EXPIRES ON SEPTEMBER 30, 2015 AND EMPLOYEES POSITIONS WILL BE CREATED FROM DEFENDER'S GENERAL FUND (1100).

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

JUVENILE SECTION EXPIRES ON SEPTEMBER 30, 2015 AND WILL BE TRANSFERRED TO THE PUBLIC DEFENDER'S GENERAL FUND,

AS PER COMMISSIONER'S COURT AGENDA #51490 ON 9/29/2015.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	9/23/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	9/24/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER - 085-004 **DATE:** 09/23/2015

CURRENT POSITION TITLE: PUBLIC DEFENDER II **CURRENT SLOT. #:** G002

REQUESTED POSITION TITLE: ~~PUBLIC DEFENDER II~~ DT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 52,002.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (52,002.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other to be deleted from 1282 grant account.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

PUBLIC DEFENDER'S JUVENILE SECTION (1282) EXPIRES ON SEPTEMBER 30, 2015 AND EMPLOYEES POSITIONS WILL BE CREATED FROM DEFENDER'S GENERAL FUND (1100).

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

JUVENILE SECTION EXPIRES ON SEPTEMBER 30, 2015 AND WILL BE TRANSFERRED TO THE PUBLIC DEFENDER'S GENERAL FUND,

AS PER COMMISSIONER'S COURT AGENDA #51490 ON 9/29/2015.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9/23/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/25/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/25/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER - 085-004 **DATE:** 09/23/2015

CURRENT POSITION TITLE: SOCIAL WORKER **CURRENT SLOT. #:** G003

REQUESTED POSITION TITLE: ~~SOCIAL WORKER~~ OT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 41,280.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (41,280.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other to be deleted from 1282 grant account.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

PUBLIC DEFENDER'S JUVENILE SECTION (1282) EXPIRES ON SEPTEMBER 30, 2015 AND EMPLOYEES POSITIONS WILL BE CREATED FROM PUBLIC DEFENDER'S GENERAL FUND (1100).

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

JUVENILE SECTION EXPIRES ON SEPTEMBER 30, 2015 AND WILL BE TRANSFERRED TO THE PUBLIC DEFENDER'S GENERAL FUND,

AS PER COMMISSIONER'S COURT AGENDA #51490 ON 9/29/2015.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9/23/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/24/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/25/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER - 085-004 **DATE:** 09/23/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I **CURRENT SLOT. #:** G004

REQUESTED POSITION TITLE: ~~ADMINISTRATIVE ASSISTANT I~~ OT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 24,087.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (24,087.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other to be deleted from 1282 grant account.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

PUBLIC DEFENDER'S JUVENILE SECTION (1282) EXPIRES ON SEPTEMBER 30, 2015 AND EMPLOYEES POSITIONS WILL BE CREATED FROM PUBLIC DEFENDER'S GENERAL FUND (1100).

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

JUVENILE SECTION EXPIRES ON SEPTEMBER 30, 2015 AND WILL BE TRANSFERRED TO THE PUBLIC DEFENDER'S GENERAL FUND,

AS PER COMMISSIONER'S COURT AGENDA #51490 ON 9/29/2015.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	9/23/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	9/24/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER - 085-003 **DATE:** 09/23/2015

CURRENT POSITION TITLE: ~~PUBLIC DEFENDER III~~ DJ **CURRENT SLOT. #:** 0019

REQUESTED POSITION TITLE: PUBLIC DEFENDER III
(For new positions or reclassifications)

REQUEST FOR:

☑ DJ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other transfer to general fund

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 60,655.00 (Proposed Budgeted Salary) $ 60,655.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☑ Other 5-1100-412-30-085-003-0-113 & 115

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

THE PUBLIC DEFENDER'S JUVENILE GRANT (1282) WILL EXPIRE SEPTEMBER 30, 2015 AND EMPLOYEES POSITIONS WILL BE CREATED FROM THE GENERAL FUND (1100).

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

JUVENILE GRANT EXPIRES SEPTEMBER 30, 2015 AND THE EMPLOYEES POSITIONS WILL BE CREATED TO THE PUBLIC DEFENDER'S GENERAL ACCOUNT (1100)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 9/23/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 9/24/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/25/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER - 085-003 **DATE:** 09/23/2015

CURRENT POSITION TITLE: ~~PUBLIC DEFENDER II~~ OT **CURRENT SLOT. #:** 0020

REQUESTED POSITION TITLE: PUBLIC DEFENDER II
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other transfer to general fund

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 52,002.00 (Proposed Budgeted Salary) $ 52,002.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☑ Other 5-1100-412-30-085-003-0-113

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

THE PUBLIC DEFENDER'S JUVENILE GRANT (1282) WILL EXPIRE SEPTEMBER 30, 2015 AND EMPLOYEES POSITIONS WILL BE CREATED FROM THE GENERAL FUND (1100).

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

JUVENILE GRANT EXPIRES SEPTEMBER 30, 2015 AND THE EMPLOYEES POSITIONS WILL BE CREATED TO THE PUBLIC DEFENDER'S GENERAL ACCOUNT (1100)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	9/23/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	9/24/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER - 085-003 **DATE:** 09/23/2015

CURRENT POSITION TITLE: ~~SOCIAL WORKER~~ DT **CURRENT SLOT. #:** 0021

REQUESTED POSITION TITLE: SOCIAL WORKER
(For new positions or reclassifications)

REQUEST FOR:

☑ DT New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Transfer to General Fund

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 41,280.00 (Proposed Budgeted Salary) $ 41,280.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☑ Other 5-1100-412-30-085-003-0-113

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

PUBLIC DEFENDER'S JUVENILE SECTION (1282) EXPIRES ON SEPTEMBER 30, 2015 AND EMPLOYEES POSITIONS WILL BE CREATED FROM PUBLIC DEFENDER'S GENERAL FUND (1100).

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

JUVENILE SECTION EXPIRES ON SEPTEMBER 30, 2015 AND WILL BE TRANSFERRED TO THE PUBLIC DEFENDER'S GENERAL FUND,

AS PER COMMISSIONER'S COURT AGENDA #51490 ON 9/29/2015.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 9/23/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 9/24/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/25/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

SEP 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER - 085-003 **DATE:** 09/23/2015

CURRENT POSITION TITLE: ~~ADMINISTRATIVE ASSISTANT I~~ DT **CURRENT SLOT. #:** 0022

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Transfer to General Fund

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 24,087.00 (Proposed Budgeted Salary) $ 24,087.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☑ Other 5-1100-412-30-085-003-0-113

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

PUBLIC DEFENDER'S JUVENILE SECTION (1282) EXPIRES ON SEPTEMBER 30, 2015 AND EMPLOYEES POSITIONS WILL BE CREATED FROM PUBLIC DEFENDER'S GENERAL FUND (1100).

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

JUVENILE SECTION EXPIRES ON SEPTEMBER 30, 2015 AND WILL BE TRANSFERRED TO THE PUBLIC DEFENDER'S GENERAL FUND,

AS PER COMMISSIONER'S COURT AGENDA #51490 ON 9/29/2015.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 9/03/15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 9/24/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/25/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-51493 **Health & Human Services Dept.** **12. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 121 Local Public Health Reorganization Act; Sec. 121.006, requesting approval of the Sliding Fee Schedule effective September 29, 2015.

BACKGROUND

Prior approval of Sliding Fee Schedule was on 03/17/2015 - AI-48664.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact to implement revised schedule.

Attachments

Immunizations Schedule
Title V Schedule
Chp 121

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/23/2015 09:35 AM
Manuel Chapa	Manuel Chapa	09/23/2015 03:08 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Mike Escaname Started On: 09/22/2015 04:48 PM

Final Approval Date: 09/25/2015

Hidalgo County Health and Human Services Department
Income Guidelines & Schedule of Charges - Sliding Fee Schedule
IMMUNIZATIONS
(Monthly Income)

Family Size	0 - 100 %	101 - 185 %	186 - 200 %	201 % & Over
1	$0.00 - $981.00	$982.00 - $1,815.00	$1,816.00 - $1,962.00	$1,963.00
2	$0.00 - $1,328.00	$1,329.00 - $2,456.00	$2,457.00 - $2,655.00	$2,656.00
3	$0.00 - $1,674.00	$1,675.00 - $3,097.00	$3,098.00 - $3,348.00	$3,349.00
4	$0.00 - $2,021.00	$2,022.00 - $3,739.00	$3,740.00 - $4,042.00	$4,043.00
5	$0.00 - $2,368.00	$2,369.00 - $4,380.00	$4,381.00 - $4,735.00	$4,736.00
6	$0.00 - $2,714.00	$2,715.00 - $5,021.00	$5,022.00 - $5,428.00	$5,429.00
7	$0.00 - $3,061.00	$3,062.00 - $5,663.00	$5,664.00 - $6,122.00	$6,123.00
8	$0.00 - $3,408.00	$3,409.00 - $6,304.00	$6,305.00 - $6,815.00	$6,816.00
FEE PER VACCINE	**$5.00**	**$5.00**	**$10.00**	**$20.00 Max Charge**

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

ADULT IMMUNIZATION EXPANSION PROGRAM $20.00 PER VACCINE

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

Revised 09/29/2015

Hidalgo County Health and Human Services Department
Income Guidelines & Schedule of Charges - Sliding Fee Schedule
TITLE V & NON-TITLE V CLIENTS INCLUDING TUBERCULOSIS CLIENTS

	TITLE V ELIGIBLE CLIENTS		NON - TITLE V CLIENTS	
Family Size	**0 - 100 %**	**101 - 185 %**	**186 - 200 %**	**201 % & Over**
1	$0.00 - $981.00	$982.00 - $1,815.00	$1,816.00 - $1,962.00	$1,963.00
2	$0.00 - $1,328.00	$1,329.00 - $2,456.00	$2,457.00 - $2,655.00	$2,656.00
3	$0.00 - $1,674.00	$1,675.00 - $3,097.00	$3,098.00 - $3,348.00	$3,349.00
4	$0.00 - $2,021.00	$2,022.00 - $3,739.00	$3,740.00 - $4,042.00	$4,043.00
5	$0.00 - $2,368.00	$2,369.00 - $4,380.00	$4,381.00 - $4,735.00	$4,736.00
6	$0.00 - $2,714.00	$2,715.00 - $5,021.00	$5,022.00 - $5,428.00	$5,429.00
7	$0.00 - $3,061.00	$3,062.00 - $5,663.00	$5,664.00 - $6,122.00	$6,123.00
8	$0.00 - $3,408.00	$3,409.00 - $6,304.00	$6,305.00 - $6,815.00	$6,816.00
CHARGE	**NO CO-PAY**	**25%**	**30%**	**FULL PAY**
TB CLIENTS	**NO CO-PAY**	**25%**	**25%**	**25%**

Copay will be assessed based on (but not to exceed) allowed percentage of the total visit charge.

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

TUBERCULOSIS COPAY assessment:

TB clients 0 - 100%, No Copay; TB clients at 101% & over, Copay is 25% of the total visit charge.

* NO COPAY FOR CONTACT INVESTIGATIONS, PPD'S OR DOT'S
* NO COPAY ON INITIAL NURSE ONLY
* COPAY WILL BE ASSESSED ON PHYSICIANS E/M VISITS
* COPAY WILL BE ASSESSED ONCE A MONTH ONLY (MONTHLY TOXICITY)

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

Revised 09/29/2015

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more

and a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health

services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities,

public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to

serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the

health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform

its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority

and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.

Sec. 121.034. PUBLIC HEALTH BOARD. (a) The governing body of a municipality that establishes a local health department may provide for the creation of an administrative or advisory public health board and the appointment of representatives to that board.

(b) The commissioners court of a county that establishes a local health department may provide for the creation of an advisory public health board and the appointment of representatives to that board.

(c) The director of the local health department is an ex officio, nonvoting member of any public health board established for the local health department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER E. PUBLIC HEALTH DISTRICTS

Sec. 121.041. ESTABLISHMENT. By a majority vote of each governing body, a public health district may be established by:

(1) two or more counties;

(2) two or more municipalities;

(3) a county and one or more municipalities in the county; or

(4) two or more counties and one or more municipalities in those counties.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.042. ADMISSION TO DISTRICT. (a) Any governmental entity, including a school district, may apply to become a member of a public health district.

(b) The governing body of each member shall review the application.

(c) The governmental entity may be admitted to membership on terms acceptable to the applicant and the members if a majority of the governing body of each member approves the application.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.043. POWERS AND DUTIES. (a) A public health district may perform any public health function that any of its members may perform unless otherwise restricted by law.

(b) For purposes of Section 121.005, a public health district shall be identified by its program of public health services and shall, at a minimum, provide the services listed for a local health department under Section 121.032(b).

(c) A public health district may sue and be sued.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 476, Sec. 3, eff. Aug. 26, 1991.

Sec. 121.044. COOPERATIVE AGREEMENT. (a) The members of a public health district shall prepare a written cooperative agreement that sets out fully the terms of operation of the district.

(b) The terms in a cooperative agreement must include:

(1) organizational structure;

(2) financial administration; and

(3) procedures for:

(A) modification of the cooperative agreement;

(B) admission, withdrawal, and expulsion of members;

(C) dissolution of the district; and

(D) selection and removal of a director.

(c) A cooperative agreement must be:

(1) approved by the governing body of each member; and

(2) signed by the appropriate officers of each governing body.

(d) A modification of a cooperative agreement must be in writing. A modification is effective on approval by the governing body of each member.

(e) A copy of a cooperative agreement and of each

modification shall be:

(1) included in the minutes of the governing body of each member; and

(2) filed with the clerk of each county and municipality in the district and with the department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.045. DISTRICT DIRECTOR. (a) The members of a public health district shall appoint the director of the district.

(b) The director is the chief administrative officer of the public health district, and if the director is a physician, the director is the health authority in the district's jurisdiction.

(c) A member may designate a person to perform its appointment duties under this section.

(d) A director of a public health district who is not a physician shall appoint a physician as the health authority for the district, subject to the approval of the members and the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0451. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the public health district to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health

authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.

Sec. 121.046. PUBLIC HEALTH BOARD. (a) The cooperative agreement of a public health district may provide for the creation of an advisory or administrative public health board.

(b) An advisory public health board shall advise the members and director on matters of public health.

(c) An administrative public health board may adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. However, an administrative board may not adopt a rule that is not specifically authorized by state law, conflicts with a law of this state, or conflicts with an ordinance of a municipality or county in the district.

(d) A public health board may perform any function relating to the operation of the public health district that is required under the cooperative agreement.

(e) The terms of a cooperative agreement that provides for a public health board must include:

(1) the composition and number of the representatives that compose the public health board;

(2) a method for appointing representatives to the public health board;

(3) the length of the representatives' terms, which must be staggered;

(4) a requirement that a representative must have

resided in the district for at least three years before the date of the representative's appointment;

(5) a requirement that each representative serve without compensation;

(6) the manner in which a vacancy is filled for an unexpired term;

(7) the procedure and substantive criteria for the removal of a representative; and

(8) a description of the relationship between the director and the public health board.

(f) The director is an ex officio, nonvoting member of a public health board established by the cooperative agreement.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.047. FINANCES. The members of a public health district shall pay the costs necessary to operate the district, including costs for:

(1) staff salaries;

(2) supplies;

(3) suitable offices;

(4) health and clinic centers;

(5) health services and facilities; and

(6) maintenance.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER F. PUBLIC HEALTH CONSORTIUM

Sec. 121.101. DEFINITION. In this chapter, "consortium" means the public health consortium established under this subchapter.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.102. CONSORTIUM ESTABLISHED. Subject to availability of funds, the department shall establish a public health consortium composed of:

(1) The University of Texas Health Science Center at San Antonio;

(2) The University of Texas M. D. Anderson Cancer Center;

(3) The University of Texas Southwestern Medical Center at Dallas;

(4) The University of Texas Medical Branch at Galveston;

(5) The University of Texas Health Science Center at Houston;

(6) The University of Texas Health Science Center at Tyler;

(7) the Texas Tech University Health Sciences Center;

(8) The Texas A&M University Health Science Center;

(9) the University of North Texas Health Science Center at Fort Worth; and

(10) any other public institution of higher education that elects to participate in the consortium.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.103. GENERAL DUTIES. (a) Subject to the availability of funds, the department, in consultation with the consortium and local health units, local health departments, and public health districts, shall:

(1) develop curricula to provide training to public health workers;

(2) conduct research on improving health status outcomes and methods of monitoring those outcomes;

(3) develop performance standards for local health units, local health departments, and public health districts;

(4) develop competency certification standards for public health workers; and

(5) study the technology infrastructure available to local health units, local health departments, and public health districts and improve the use of this infrastructure to permit:

(A) statewide communication relating to disease surveillance and reporting of public health information; and

(B) immediate access to public health information and collaboration among public health professionals.

(b) The training curricula described by Subsection (a)(1) may include training for local health authorities.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

AI-51480 **Health & Human Services Dept.** **12. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to accept, from the Texas Department of State Health Services, the correct version of the Data Use Agreement and General Provisions to be incorporated into the following DSHS grant contracts:
2016-003779-00 IDCU/SUR
2016-003832-00 IDCU/SUREB
2016-000022-00 IMM/LOCALS
2016-001052-00 RLSS/LPHS
2016-001417-00 TB/PC-STATE
2016-003876-00 HPCDP/TXHC

BACKGROUND

2016-003779-00 IDCU/SUR Accepted on 08/18/15 - AI-50835
2016-003832-00 IDCU/SUREB Accepted on 08/18/15 - AI-50891
2016-000022-00 IMM/LOCALS Accepted on 07/21/15 - AI-50441
2016-001052-00 RLSS/LPHS Accepted on 08/18/15 - AI-50712
2016-001417-00 TB/PC Accepted on 08/18/15 - AI-50832
2016-003876-00 HPCDP/TXHC Accepted on 09/15/15 - AI-51180

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Email Notice
DSHS General Provisions

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/22/2015 01:16 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Mike Escaname Started On: 09/22/2015 10:06 AM

Final Approval Date: 09/25/2015

Mike Escaname

From: Sharp,Kathy (DSHS) <Kathy.Sharp@dshs.state.tx.us>
Sent: Friday, September 11, 2015 11:11 AM
To: Eddie.Olivarez@hchd.org
Cc: Mike Escaname (miguel.escaname@hchd.org); Sharp,Kathy (DSHS)
Subject: LHD Amendment By Letter - Hidalgo County
Attachments: Fiscal Year 2016 Department of State Health ServicessLocal health Depart....docx

Dear Contractor,

Embedded below is a Letter of Amendment that will be applied to each of your DSHS contracts as listed below.

We ask that you acknowledge receipt of this email and acceptance by way of a return email to me.

Once I receive your email of acceptance, I will notify each program Assigned Contract Manager based on the contract list below and ensure that the general provision correction is made in e-Grants.

2016-003779-00 for IDCU/SUR
2016-003832-00 for IDCU/SUREB
2016-000022-00 for IMM/LOCALS
2016-001052-00 for RLSS/LPHS
2016-001417-00 for TB/PC-STATE
2016-003876-00 for HPCDP/TXHC

Should you have any questions or concerns, please feel free to contact me.

Thank you,
Kathy Sharp

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

KIRK COLE
INTERIM COMMISSIONER

Dear DSHS Contractor:

Due to an administrative error, the Texas Department of State Health Services (DSHS) has provided you with an incorrect Data Use Agreement (DUA) and General Provisions (GPs) that was included and incorporated as part of your contract. These documents are not consistent with

the terms negotiated between the Health and Human Services Commission on behalf of DSHS and your representatives.

In order to resolve this administrative error, please take one of the following actions as applicable to your contract:

- **If you have already executed your DSHS contract**, send an email to your assigned DSHS contract manager acknowledging your acceptance of the attached documents. After DSHS receives this acknowledgement they will enter into e-Grants the correct versions of these documents that will now be part of your contract.

- **If you have not executed your DSHS Contract,** please proceed forward with execution of it and the attached documents will already be part of your contract.

Thank you for working with DSHS to resolve this administrative error. For any questions, please contact your assigned contract manager.

Texas Department of State Health Services

Kathy Sharp, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
Mail Code 1990
P. O. Box 149347
Austin, TX 78714-9347

Phone: (512) 776-2640
Fax: (512) 776-7391
Email: kathy.sharp@dshs.state.tx.us

Fiscal Year 2016
Department of State Health Services
Contract General Provisions

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ARTICLE I CONTRACT COMPONENTS

Section 1.01 Contract Components. As used in herein, the "Contract" consists of the following documents:

a. The Contract, including any applicable Program Attachment(s); The Department of State Health Services Fiscal Year 2016 General Provisions (General Provisions) and if applicable;
c. The solicitation document, if applicable; and
d. The response, proposal or application submitted by Contractor in response to the solicitation document, if applicable.

Section 1.02 Order of Precedence. To the extent that there is any conflict between the terms of any contract component document, the conflict shall be resolved in the above order of priority in Section 1.01.

ARTICLE II COMPLIANCE AND REPORTING

Section 2.01 Compliance. Contractor shall comply and require its subcontractor(s) to comply with the requirements of these general provisions and all other applicable state and federal statutes, regulations, rules and executive orders, as such statutes, regulations, rules and executive orders including as such statutes, regulations, rules and executive orders may be amended.

Section 2.02 Precedence of Contract Terms. To the extent this Contract imposes a higher standard or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract shall take precedence and control.

Section 2.03 Effect of Legislative Changes. Contractor agrees that upon notification from Department of State Health Services (DSHS or Department) Contractor shall comply with any changes to the term of the contract include in its contracts that are a result of legislation during the term of this Contract.

Section 2.04 Compliance with Requirements of Solicitation Document. If applicable and except as specified in these General Provisions or the Contract's terms, the Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract and may result in termination.

Section 2.05 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and provided for in the Contract and in these General Provisions. Except as otherwise provided for in this Contract or General Provisions, the Contractor shall submit reports to the assigned contract manager. Contractor shall also provide any other information requested by the Department in the format required by DSHS. Failure to submit any required report or additional requested information by the due date specified in the contract or upon request may constitute a breach of contract, result in delayed payment and/or the imposition of sanctions and remedies. And failure to comply with a reporting requirement may adversely affect evaluation of Contractor's ability to contract in the future with the Department.

Section 2.06 Applicable Contracts Law and Venue for Disputes. Except as provided for in Article XV, all issues related to this contract, including formation, performance and interpretation that may arise in any dispute between the Parties, shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in Travis County, Texas.

Section 2.07 Statutes and Standards of General Applicability. Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable

to Contractor, Contractor shall comply with the following:

a. Statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion:
    1. Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.;
    2. Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686;
    3. Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a);
    4. Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.;
    5. Age Discrimination Act of 1975, 42 USC §§ 6101-6107;
    6. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91;
    7. U.S. Department of Labor, Equal Employment Opportunity E.O. 11246;
    8. Tex. Labor Code Chapter 21;
    9. Food Stamp Act of 1977 (7 USC §§ 2011 et seq.);
    10. Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations;
    11. Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
    12. Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR pt. 2, relating to confidentiality of alcohol and drug abuse patient records;
    13. Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and
    14. DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b. Immigration Reform and Control Act of 1986, 8 USC § 1324a, and Immigration Act of 1990, 8 USC 1101 et seq., as amended by Public Law113-4 (March 7, 2013), regarding employment verification; and Illegal Immigration Reform and Immigrant Responsibility Act of 1996;
c. Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
d. National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (P.L. 93-348 and P.L. 103-43), regarding human subjects involved in research;
e. Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-26, which limits the political activity of employees whose employment is funded with federal funds;
f. Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
g. Texas Government Code Chapter 469 pertaining to eliminating architectural barriers for persons with disabilities;
h. Texas Workers' Compensation Act, Texas Labor Code Chapters 401-406, and 28 Texas Administrative Code (TAC) pt. 2, regarding compensation for employees' injuries;
i. The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
j. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin Code Chapter 96 regarding safety standards for handling blood borne pathogens;
k. Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
l. Environmental standards pursuant to the following:
    1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;"

2. Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;"
3. Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961;
4. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234);
5. Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.;
6. Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.;
7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j;
8. Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.;
9. Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§ 7401 et seq.;
10. Wild and Scenic Rivers Act of 1968, 16 USC §§ 1271 et seq., related to protecting certain river systems; and

m. Lead-Based Paint Poisoning Prevention Act, 42 USC §§ 4821 et seq., prohibiting the use of lead-based paint in residential construction or rehabilitation;
n. Intergovernmental Personnel Act of 1970, 42 USC §§ 4278-4763, regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration, 5 CFR Part1200 et seq;
o. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of, 42 USC §§4601 et seq (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
p. Davis-Bacon Act, 40 USC §§ 3141-3148;
q. Copeland Act, 40 USC §§ 276c and 18 USC § 874;
r. Contract Work Hours and Safety Standards Act, 40 USC § 3702 et seq., regarding labor standards for federally-assisted construction subagreements;
s. National Historic Preservation Act of 1966, § 106, 16 USC § 470; Executive Order 11593; and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t. Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
u. Executive Order 13513 (Oct. 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of this Contract;
v. Whistleblower Protection Enhancement Act (5 U.S.C. 2302(b)(8)) and Texas Whistleblower Act (Tex. Gov. Code Chapter 554); and
w. Requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

Section 2.08 Applicability of General Provisions to Interagency and Interlocal Contracts.

a. The following sections or portions of sections of these General Provisions shall not apply to Interagency Cooperation Contracts (Texas Government Code 771) or Interlocal Cooperation Contracts (Texas Government Code Chapter 791):

1. Hold Harmless and Indemnification, Section 14.17;
2. Independent Contractor, Section 13.05;
3. Historically Underutilized Businesses (HUBs), Section 13.02 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity;
4. Debt to State and Corporate Status, Section 4.01;

5. Application of Payment Due, Section 4.02; and
6. Article XVI Claims against the Department.

b. The following additional provisions shall apply to Interlocal Cooperation Contracts:

1. Payments made by DSHS to Contractor shall be from current revenues available to DSHS; and
2. Each Party represents that it has been authorized to enter into this Contract.

Section 2.09 Civil Rights Policy and Complaints. Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten calendar days after Contractor's receipt of the claim. Notice must be directed to:

Civil Rights Office
Health and Human Services Commission
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
(888) 388-6332 or 512-438-4313
TTY Toll-free (877) 432-7232
HHSCivilRightsOffice@hhsc.state.tx.us

Section 2.10 Licenses, Certifications, Permits, Registrations and Approvals. Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

Section 2.11 Funding Obligation. This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment of the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce or terminate funding under this Contract. Notice of any restriction or reduction shall include instructions and detailed information on how DSHS shall fund the services and/or goods to be procured with the restricted or reduced funds.

Section 2.12 Whistleblower Act Protection. This Contract is required to include the Whistleblower Protection Acts (See Section 2.07(v)) protections to grantees, their subgrantees and subcontractors, and contractor must inform their employees of whistleblowers' rights and remedies. The requirement is in effect for all grants, contracts, subgrants, and subcontractors issued beginning July 1, 2013 through January 1, 2017.

ARTICLE III SERVICES

Section 3.01 Education to Persons in Residential Facilities. If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and are 22 years of age or younger, have access to educational services as required by Texas Education Code § 29.012.

Contractor shall notify the local education agency or local early intervention program as prescribed by this Section not later than the third calendar day after the date a person who is 22 years of age or younger is placed in Contractor's residential facility.

Section 3.02 Disaster Services. In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas:

a. Community evacuation;
b. Health and medical assistance;
c. Assessment of health and medical needs;
d. Health surveillance;
e. Medical care personnel;
f. Health and medical equipment and supplies;
g. Patient evacuation;
h. In-hospital care and hospital facility status;
i. Food, drug and medical device safety;
j. Worker health and safety;
k. Mental health and substance abuse;
l. Public health information;
m. Vector control and veterinary services; and
n. Victim identification and mortuary services.

Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, in the most cost-effective, and least intrusive manner to Contractor's primary services.

Section 3.03 Consent to Medical Care of a Minor. If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Texas Family Code Chapter 32 relating to consent to treatment of a child by a non-parent or the child or other state law. If requirements of federal law relating to consent directly conflict with this Chapter, then federal law supersedes state law.

Section 3.04 Telemedicine/Telepsychiatry Medical Services. If applicable, the Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

a. Clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b. Contraindication considerations for telemedicine use;
c. Qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d. Safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e. Use by credentialed licensed providers providing clinical care within the scope of their licenses;
f. Demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g. Priority in scheduling the system for clinical care of individuals;
h. Quality oversight and monitoring of satisfaction of the individuals served; and

i. Management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites. Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under 25 TAC Rule § 448.911.

Section 3.05 Services and Information for Persons with Limited English Proficiency.

a. Contractor shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.

b. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.

c. Contractor shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE IV FUNDING

Section 4.01 Debt to State and Corporate Status.

a. Pursuant to Texas Government Code § 403.055, the Department shall not approve and Texas Comptroller of Public Accounts shall not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency.

b. Contractor, if a corporation, certifies by execution of this Contract that it is current and shall remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Texas Tax Code §§ 171.001 et seq.). As a corporation, this Contractor further certifies that it is and shall remain in good standing with the Secretary of State's office.

c. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 4.02 Application of Payment Due. Contractor agrees that any payments due under this Contract shall be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

ARTICLE V PAYMENT METHODS AND RESTRICTIONS

Section 5.01 Payment Methods. Except as otherwise provided by the provisions of this Contract, the payment method is based on a unit rate (fixed price or a specified) or fee for service (delivery of a specified unit of service) as stated in the Contract.

Section 5.02 Invoice/Billing Submission.

a. Contractor shall bill the Department in accordance with the Contract in the form and format prescribed by DSHS. If applicable, the Contractor must submit of all required documentation, reports, forms and/or deliverables in order to receive payment from the Department.

b. Unless otherwise specified in the Contract or permitted under the Third Party Payors (See Section 5.04 below), Contractor shall submit requests for payment monthly by the last business day of the month following the end of the month covered by the bill.

c. Contractor shall maintain all documentation that substantiates billing submissions and make the documentation available to DSHS upon request.

Section 5.03 Final Invoice/Billing Submission. Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than 45 calendar days following the end of the term of the Contract.

Section 5.04 Third Party Payors. Except as provided in this Contract, Contractor shall screen all clients and may not bill the Department for services eligible for reimbursement from third party payors, who are any person or entity who has the legal responsibility for paying for all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources.

As applicable, the Contractor shall:

a. Enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs and bill those programs for the covered services;
b. Provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs;
c. Allow clients that are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible;
d. Not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted;
e. Maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement;
f. Bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and
g. Provide third party billing functions at no cost to the client**.**

ARTICLE VI TERMS AND CONDITIONS OF PAYMENT

Section 6.01 Prompt Payment. Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department shall pay Contractor. Payments are contingent upon a signed Contract and shall not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If these conditions are met, Department shall make payment in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251). Contractor acknowledges and agrees that it shall comply with the provisions in the Texas Prompt Payment Act regarding its prompt payment of its financial obligations to its subcontractors.

Section 6.02 Payment by Department. Payment of invoices by the Department shall not constitute acceptance or approval of Contractor's performance nor foreclose the right of the Department and HHSC to recover excessive or illegal payments. All invoices and Contractor's performance are subject to review and audit by the Department.

Section 6.03 Withholding Payments. Department may withhold all or part of any payments to Contractor to offset overpayments that Contractor has not refunded to Department. Department may take repayment from funds due to the Contractor for services performed or goods delivered in amounts necessary to fulfill Contractor's repayment obligations.

ARTICLE VII CONFIDENTIALITY

Section 7.01 Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI) and any other information that discloses confidential personal information or identifies any client served by DSHS in accordance with any applicable federal and state law, rules and regulations, including but not limited to:

a. 7 Code of Federal Regulations (CFR) Part 246; 42 CFR Part 2, 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]);
b. Texas Health and Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611 and 773;
c. Texas Occupations Code, Chapters 56 and 159; and
d. Any other applicable federal and state laws, rules or regulations.

The HHS Data Use Agreement, executed by the Parties, is incorporated as part of the Contract and describes Contractor's rights and obligations with respect to the Confidential Information and the limited purposes, for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information.

Section 7.02 Department Access to PHI and Other Confidential Information.
Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 Exchange of Client-Identifying Information.
Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and 25 TAC Chapter 414, Subchapter A or any other applicable federal or state laws, rules or regulations.

Contractor shall disclose information described in Texas Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Texas Health and Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 Security of Patient or Client Records.
Contractor shall ensure that patient and client records are managed in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Contract to

this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Contract to this Contract, as applicable or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 HIV/AIDS Model Workplace Guidelines. If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome), AIDS Model Workplace Guidelines for Businesses, State Agencies and State Contractors Policy No. 090.021. Contractor shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114. A link to the Model Workplace Guidelines can be found at: http://www.dshs.state.tx.us/hivstd/policy/policies.shtm .

ARTICLE VIII PUBLIC INFORMATION ACT

Section 8.01 Texas Public Information Act. The Contractor understands that DSHS shall comply with the Texas Public Information Act (Texas Government Code Chapter 552).

If the Contractor is not a state agency, institution of higher education or other governmental entity, then the Contractor is required to make any information created or exchanged with the state pursuant to a contract, which is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

ARTICLE IX RECORDS RETENTION

Section 9.01 Retention.

a. Contractor shall retain and preserve records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall maintain all records, including but not limited to financial that are generated or collected by Contractor under the provisions of this Contract for a period of four years after the termination of this Contract.

b. If the federal retention period for services are funded through Medicaid is more than four years, then the Contractor will retain the records for longer period of time.

c. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved.

d. Contractor shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

e. Contractor shall include this provision concerning records retention in any subcontract it awards.

f. Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner.

g. Contractor shall provide, and update as necessary, the name and address of the party responsible for storage of records to the contract manager assigned to this Contract.

ARTICLE X ACCESS, INSPECTION AND AUDIT OF RECORDS

Section 10.01 Access and Inspection. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, the Office of the Inspector General at HHSC (OIG) and the State Auditor's Office (SAO) or any of their successor agencies, unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 10.02 State Auditor's Office. Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds shall apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 10.03 Responding to Deficiencies. Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site shall be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to document and resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance (See Article XV).

ARTICLE XI REPORTING REQUIREMENTS

Section 11.01 Child Abuse Reporting Requirement. This section applies to mental health and substance abuse contractors and contractors for the following public health programs:

a. Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD);
b. Family Planning;
c. Primary Health Care;
d. Maternal and Child Health; and
e. Women, Infants and Children (WIC) Nutrition Services.

All Contractors shall comply with child abuse reporting guidelines and requirements in Texas Family Code Chapter 261 relating to investigations of reports of child abuse and neglect.

Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements.

Contractor shall use the DSHS Child Abuse Reporting Form located at www.dshs.state.tx.us/childabusereporting as required by the Department. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

This section is in addition to and does not supersede any other legal obligation of the Contractor to report child abuse.

Section 11.02 Significant Incidents. In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Contract significant incidents involving substantial disruption of Contractor's program operation or affecting or potentially affecting the health, safety or welfare of Department funded clients or participants within 72 hours of discovery.

Section 11.03 Litigation.
Contractor shall notify the contract manager assigned to this Contract of litigation related to or affecting this Contract and to which Contractor is a party within seven calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, which includes but is not limited to environmental and civil rights matters, professional liability and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 11.04 Contract or License Action Against the Contractor.
Contractor shall notify the contract manager assigned to the contract if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three working days of the suspension or termination. Such notification must include the:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the contract;
d. Date of suspension or termination; and
e. Contract or case reference number.

If Contractor has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three working days of the surrender, suspension or revocation to the contract manager assigned to the Contract by submitting a one-page description that includes the:

a. Reason for such action;
b. Name and contact information of the local, state or federal department or agency or entity;
c. Date of the license action; and
d. License or case reference number.

Section 11.05 Insolvency. Contractor shall notify in writing the contract manager assigned to the Contract of Contractor's insolvency, incapacity or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three working days of the date of determination that Contractor is insolvent or incapacitated or the date Contractor discovered an unpaid obligation to the IRS or TWC. The Contractor shall also notify in writing the contract manager assigned of its plan to seek bankruptcy protection within three working days of such action by Contractor.

Section 11.06 Performance Malfeasance. Contractor shall report to the contract manager assigned to the Contract any knowledge of debarment, suspected fraud or unlawful activity related to performance under this Contract. Contractor shall make such report no later than three working days from the date that Contractor has

knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act (31 U.S.C. §§3729-3733) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the SAO at http://sao.fraud.state.tx.us, and to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 11.07 Criminal Activity and Disciplinary Action.

a. Contractor affirms that Contract nor any no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime.

b. Contractor shall report in writing the contract manager assigned to the Contract, no later than three working days from the date that Contractor has knowledge or reason to believe such activity has taken place, if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that:

    1. Would constitute a criminal offense equal to or greater than a Class A misdemeanor;
    2. Reasonably would constitute grounds for disciplinary action by a state or federal regulatory authority;

c. Has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by DSHS.

Section 11.08 Retaliation Prohibited. Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 11.09 Documentation. Contractor shall maintain appropriate documentation of all notices and reporting to DSHS as required under these General Provisions or this Contract.

ARTICLE XII ASSURANCES AND CERTIFICATIONS

Section 12.01 Certification. Contractor certifies by execution of this Contract to the following and will include such in all of its subcontracts:

a. It is not disqualified under 2 CFR § 376.935 or ineligible for participation in federal or state assistance programs;
b. Neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);

c. It has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d. It is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
e. It is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f. That no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g. Neither it, nor its principals have within the three year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
h. Neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses in subsection (g) above; and
i. Neither it, nor its principals within a three year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Contract. Also, if Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Contract.

Section 12.02 Child Support Delinquencies. As required by Texas Family Code § 231.006, a child support obligor who is more than 30 calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 12.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services described in this Contract and if applicable, a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 12.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 12.05 Ineligibility to Receive the Contract.

a. Pursuant to Texas Government Code § 2155.004 and federal law, Contractor is ineligible to enter into this Contract with the Department if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor nor its employees nor anyone acting for Contractor has received compensation from DSHS for participation in the developing, drafting or preparation of specifications, requirements or statements of work for this Contract or in the Solicitation Document associated with this Contract.

b. Pursuant to Texas Government Code §§ 2155.006 and 2261.053, Contractor is ineligible to enter into this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005.

c. Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Texas Government Code §§ 2155.004, 2155.006 or 2261.053 and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 12.06 Antitrust. Pursuant to 15 USC Sec. 1, et seq., and Texas Business & Commerce Code § 15.01, et seq. Contractor certifies that neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws nor communicated directly or indirectly regarding a bid made to any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

ARTICLE XIII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 13.01 Program Site. Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire and safety standards.

Section 13.02 Historically Underutilized Businesses (HUBs). If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Contract, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Texas Government Code Chapter 2161 and 34 TAC § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval of the revised plan from the Department's HUB Coordinator before proposed changes shall be effective under this Contract.

Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity in accordance with 34 TAC § 20.16(c).

Section 13.03 Buy Texas. Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Texas Government Code § 2155.4441.

Section 13.04 Status of Subcontractors. Contractor shall require that all subcontractors certify that they

are/have:

a. In good standing with all state and federal funding and regulatory agencies;
b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
c. Not delinquent on any repayment agreements;
d. Not had a required license or certification revoked;
e. Not ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract (Assurances and Certifications Article) or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article); and
f. Not had a contract terminated by the Department.

Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three years any license issued by the Department.

Section 13.05 Independent Contractor. Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents shall not be eligible for unemployment compensation from the Department or the State of Texas.

Section 13.06 Tax Liability. Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has a liability or has failed to remain current on a delinquent liability to the IRS, this Contract shall be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department shall not enter into a contract with Contractor for three years from the date of termination.

Section 13.07 Notice of Organizational Change. Contractor shall submit written notice to the contract manager assigned to the Contract within 10 business days of any change to Contractor's name, contact information, key personnel, organizational structure, such as merger, acquisition or change in form of business, legal standing or authority to do business in Texas.

A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the amendment provisions in Article XIII.

Section 13.08 No Endorsement. Other than stating the fact that Contractor has a contract with DSHS, Contractor and its subcontractors are prohibited from publicizing the contractual relationship between Contractor and DSHS and from using the Department's name, logo or website link in any manner that is intended or that could be perceived as an endorsement or sponsorship by DSHS or the State of Texas of Contractor's organization, program, services or product, without the express written consent of DSHS.

Section 13.09 E-Verify System. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

a. All persons employed to perform duties within Texas, during the term of the Contract; and
b. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

ARTICLE XIV GENERAL TERMS

Section 14.01 Assignment. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this

Contract without the prior written consent of the Department.

Section 14.02 Lobbying.

a. Contractor shall comply with Texas Government Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352).

b. If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Contract a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or shall be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement.

c. Contractor shall file the declaration, certification, and disclosure:

    1. At the time of application for this Contract;
    2. Upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and
    3. At the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Contract. Contractor shall include this provision in any subcontracts.

Section 14.03 Conflict of Interest. Contractor represents to the Department that it and its subcontractors, if any, do not have, nor shall Contractor or its subcontractors knowingly acquire or retain any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family) or any affiliate or subcontractor and Department or HHSC, their commissioners, officers or employees, or any other entity or person involved in any way in any project that is the subject of this Contract.

Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Contract within 10 days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within 10 days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 14.04 Transactions Between Related Parties. Contractor shall identify and report to DSHS any transaction between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor.

Contractor shall submit to the contract manager assigned to the Contract the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party shall perform under this Contract.

Contractor shall comply with Texas Government Code Chapter 573.

Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR § 74.42.

Section 14.05 Intellectual Property.

a. Texas Health and Safety Code §12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract. "Intellectual property" is created property that may be protected under copyright, patent, or trademark/service mark law.

b. For purposes of this Contract, intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is a "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS.

c. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

   If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:

   1. Copyright in any intellectual property developed under this Contract including any subcontract; and
   2. Any rights of copyright to which a Contractor purchases ownership with contract funds.

d. Any rights of copyright, service or trademarks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds

e. If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Contract.

Section 14.06 Other Intangible Property. At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs or software licenses with a value of $500 or more. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision shall survive the termination or expiration of this Contract.

Section 14.07 Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions shall continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 14.08 Legal Notice. Except as otherwise provided in this Contract or General Provisions, any notice required or permitted to be given by the provisions of this Contract or General Provisions shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 14.09 Successors. This Contract shall be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 14.10 Survivability of Terms. Termination or expiration of this Contract or a Contract for any reason shall not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed shall survive any such termination or expiration or remain to be performed, including but not limited to maintaining confidentiality of information and records retention.

Section 14.11 Customer Service Information. If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Texas Government Code Chapter 2114 regarding Customer Service surveys.

Section 14.12 Amendment. All amendments to this Contract must be in writing and agreed to by both Parties. If a Contractor requests an amendment, it must be submitted in writing and include a justification for the request, to the contract manager assigned to the Contract.

Section 14.13 Contractor's Notification of Change of Contact Person or Key Personnel. Within ten calendar days shall notify in writing the contract manager assigned to the Contract of any change enumerated in the Contractor's Contact Personnel or Key Personnel, if included in their response to a solicitation document.

Section 14.14 Unilateral Amendment. The Department reserves the right to amend this Contract through execution of a unilateral amendment signed by the contract manager for this Contract and provided to the Contractor with ten days notice prior to execution of the amendment under the following circumstances to:

a. Correct an obvious clerical error in this Contract;
b. Incorporate new or revised federal or state laws, regulations, rules or policies; and

c. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State.

Section 14.15 Interim Extension Amendment.

a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.

b. DSHS/HHSC shall provide written notice of interim extension amendment to the Contractor under one of the following circumstances:

   1. Continue provision of services in response to a disaster declared by the governor; or
   2. To ensure that services are provided to clients without interruption.

c. DSHS will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.

d. Contractor will provide and invoice for services in the same manner that is stated in the Contract.

e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.

f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by HHS/DSHS.

Section 14.16 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 14.17 Hold Harmless and Indemnification.
Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 14.18 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under this Contract.

Section 14.19 Electronic and Information Resources Accessibility and Security Standards.

a. **Applicability.**

   The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Contractor performs services that include EIR that DSHS employees are required or permitted to access or members of the public are required or permitted to access.

   This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. **Definitions.**
For purposes of this Section:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

"**Electronic and Information Resources**" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

"Product" means information resources technology that is, or is related to, EIR.

"Web Site Accessibility Standards/ Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, DSHS must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. **Evaluation, Testing, and Monitoring.**
   1. DSHS may review, test, evaluate and monitor Contractor's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.
      Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.

   2. Contractor agrees to cooperate fully and provide DSHS and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. **Representations and Warranties.**
   1. Contractor represents and warrants that:

      i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and

ii. If the Products will be in the custody of the state or a DSHS client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless DSHS or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

2. In the event Contractor becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to DSHS, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

3. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which DSHS relies in awarding this Contract.

4. Contractor's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. **Remedies.**

1. Under Tex. Gov't Code § 2054.465, neither the Contractor nor any other person has cause of action against DSHS for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

2. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which DSHS may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which DSHS may be entitled under this Contract and other applicable law.

Section 14.20 Force Majeure. Neither Party shall be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order or acts of God. The existence of any such cause of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other party as soon as practicable. This Party must also submit written notice with proof of receipt of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 14.21 Cooperation and Communication.
Contractor shall cooperate with Department staff and as applicable, other DSHS contractors and shall promptly comply with requests from DSHS for information or responses to DSHS inquiries concerning Contractor's duties or responsibilities under this Contract.

Section 14.22 Insurance.
Contractor shall acquire and maintain for the duration of this Contract, insurance and with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the Contractor's industry or profession. Contractor must submit evidence of insurance as required under this Contract, including if requested a schedule of coverage or "underwriter's schedules" establishing to the satisfaction of DSHS the nature and extent of coverage granted by each such policy upon request by DSHS. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Contractor shall

secure such additional policies or coverage as DSHS may reasonably request or that are required by law or regulation.

ARTICLE XV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 15.01 Actions Constituting Breach of Contract. Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a. Failure to properly provide the services and/or goods purchased under this Contract;
b. Failure to comply with any provision of this Contract including failure to comply with all applicable statutes, rules or regulations;
c. Failure to pay refunds or penalties owed to the Department;
d. Failure to comply with a repayment agreement with Department or agreed order issued by the Department;
e. Discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
f. Any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
g. Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 15.02 General Remedies and Sanctions. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods.

Additionally, HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract.

The Department may impose one or more remedies or sanctions for each item of noncompliance and shall determine remedies or sanctions on a case-by-case basis if Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a. Terminate this Contract by one of means provided in Article XVII. If applicable, notify Contractor of the opportunity to request a hearing on the termination pursuant to Texas Government Code Chapter 2105 regarding administration of Block Grants;
b. Suspend all or part of this Contract by notifying that the Contractor that DSHS is temporarily discontinue performance of all or a part of the Contract as provided for in Article XVII; as of the effective date of the suspension pending DSHS's determination to terminate, amend the Contract or permit the Contractor to resume performance. Contractor shall not bill DSHS for services performed during suspension, unless expressly authorized by the notice of suspension;
c. Use as a basis to deny additional or enter into future contracts with Contractor;
d. Temporarily withhold cash payments to Contractor for proper charges or pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;
e. Permanently withhold cash payments by retaining funds billed by Contractor;
f. Request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
g. Declare this Contract void upon the Department's determination that this Contract was obtained Fraudulently, or was illegal or invalid from this Contract's inception and demand repayment of any funds under this Contract;

h. Delay execution of a new contract or renewal with Contractor while other imposed or proposed sanctions are pending resolution;
i. Demand repayment from Contractor when it has been verified that Contractor has been overpaid for reasons such as payments are not supported by proper documentation or failure to comply with Contract terms;
j. Pursue a claim for damages as a result of breach of contract;
k. Require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participant, if the employee or volunteer has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
l. Withhold any payment to Contractor to satisfy any recoupment imposed by DSHS and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
m. Reduce the Contract term;
n. Recoup improper payments when Contractor has been overpaid for reasons such as payments are not supported by proper documentation, improper billing or failure to comply with Contract terms; and
o. Impose any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation or rule.

Section 15.03 Notice of Remedies or Sanctions.

a. Department shall formally notify Contractor in writing when a remedy or sanction is imposed, stating the nature of the remedies and sanction, the reasons for imposing them, the corrective actions, if any, that must be taken before the actions shall be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies or sanctions imposed.

b. Other than in the case of repayment or recoupment, Contractor is required to file, within 15 calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice.

c. If requested by the Department, the written response must state how Contractor shall correct the noncompliance by agreeing to a corrective action plan or demonstrate in writing that the findings on which the remedies or sanctions are based are either invalid or do not warrant the remedies or sanctions. If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department shall provide written notice to Contractor of Department's final decision.

d. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the plan approved by DSHS. If DSHS determines that repayment is warranted, DSHS shall issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS shall recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 15.04 Emergency Action. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic and may include failing to provide services; providing inadequate services; or providing unnecessary services.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XVI CLAIMS AGAINST THE DEPARTMENT-NOTICE OF DISPUTE

Section 16.01 Breach of Contract Claim. The process for a breach of contract claim against the DSHS provided for in Texas Government Code Chapter 2260 and implemented in the rules at 25 TAC §§4.11-4.24 or as amended by DSHS, shall be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 16.02 Notice. Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Chapter 2260 and 25 TAC or as amended. To initiate the process, Contractor shall submit written notice, as required by Subchapter B, to DSHS Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260 are being invoked and comply with all the requirements in this Chapter and TAC. A copy of the notice must also be given to all other representatives of DSHS and Contractor.

Section 16.03 Performance Not Suspended. Neither the occurrence of an event nor the pendency of a notice of claim filed by the Contractor constitutes grounds for the suspension in whole or part of performance by Contractor.

ARTICLE XVII TERMINATION AND TEMPORARY SUSPENSION

Section 17.01 Expiration of Contract or Program Attachments.

a. Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Contract or Program Attachment shall end upon the expiration date of that Contract or Program Attachment unless extended or renewed by written amendment.

b. Prior to completion of the term of all Contracts or Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article and in the Contract.

c. A Program Attachment's term cannot extend past the Contract term in its associated Contract.

Section 17.02 Effect of Termination or Expiration.

a. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable to DSHS or another entity designated by DSHS.

b. Upon termination of all or part of this Contract, Department and Contractor shall be discharged from any further obligation created under the applicable terms of this Contract or Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS and, except as provided in the Survivability of Terms section of the General Terms Article.

c. Termination does not, however, constitute a waiver of any remedies for breach of this Contract.

Section 17.03 Termination or Temporary Suspension Without Cause.

a. Either Party may terminate this Contract or Program Attachment, as applicable with at least 30 calendar days prior written notice to the nonterminating Party.

b. If Contractor seeks to terminate a Contract that involves residential client services, Contractor shall give the Department at least 90 calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.

c. The Parties can agree to terminate by mutual agreement.

DSHS may temporarily suspend or terminate this Contract or Program Attachment, as applicable if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or HHSC agencies, amendments to the Appropriations Act, health and human services consolidations or any other disruption of current appropriated funding for this Contractor Program Attachment. Contractor shall be notified in writing of any termination or temporary suspension and of any cessation of temporary suspension. Upon notification of temporary suspension, Contractor will discontinue performance under the Contract as of the effective date of the suspension for the duration of the suspension.

Section 17.04 Immediate Termination. Department may immediately terminate this Contract or Program Attachment, as applicable, when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 17.05 Termination For Cause. Department may terminate this Contract, in whole or in part, for breach of contract by providing 10 calendar days written notice to Contractor.

Section 17.06 Notice of Termination. Either Party may deliver written notice of intent to terminate by any verifiable method. Notice of termination is effective when it is received by the non-terminating party.

ARTICLE XVIII VOID, SUSPENDED AND TERMINATED CONTRACTS

Section 18.01 Void Contracts. Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 18.02 Effect of Void, Suspended, or Involuntarily Terminated Contract. A Contractor who has been a party to a contract with DSHS that has been found to be void, is suspended or is terminated for cause is not eligible for any renewal or increase of funding for an existing contract or new contracts or renewals until in the case of suspension or termination the Department has determined that Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void any amount paid to the Contractor is subject to recoupment by DSHS.

Section 18.03 Appeals Rights for DSHS Funded Block Grants. Pursuant to Texas Government Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Texas Government Code Chapter 2001.

ARTICLE XIX CLOSEOUT

Section 19.01 Cessation of Services at Closeout. Upon expiration or termination of this Contract or Program Attachment, as applicable, Contractor shall stop providing services or the delivery of goods under this Contract and if necessary, shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS.

Contractor shall not bill DSHS for services performed or goods delivered after termination or expiration of Contract or Program Attachment.

Upon termination or expiration of this Contract or Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 19.02 Administrative Offset. The Department has the right to administratively offset amounts owed by Contractor against any invoice submitted for payment.

Section 19.03 Deadline for Closeout. Contractor shall submit all performance, and other Closeout reports required under this Contract within 45 calendar days after the Contract or Program Attachment, if applicable, has terminated.

Section 19.04 Payment of Refunds. Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and shall result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 19.05 Disallowances and Adjustments. The Closeout of this Contract or Program Attachment does not affect the Department's right to recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections or other transactions.

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ADDITIONAL PROVISIONS

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ARTICLE XX DSHS GENERAL PROVISIONS

In addition to the terms and conditions in the Department of State Health Services (DSHS or Department) FY 2016 General Provisions (General Provisions), Contractor agrees to comply with these 2016 Federal Grant Subrecipient Additional Provisions.

ARTICLE XXI PROGRAM OPERATIONS

Section 21.01 Client Financial Eligibility.

Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 21.02 Contracts with Subrecipient and Vendor Subcontractors.

a. Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in the Contract or Program Attachment(s).

b. Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS.

c. Contractor shall establish written policies and procedures for competitive procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan.

d. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS.

e. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

f. Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:
   1. Name and address of all parties and the subcontractor's Vendor Identification Number (VIN) or Employee Identification Number (EIN);
   2. Detailed description of the services to be provided;
   3. Measurable method and rate of payment and total not-to-exceed amount of the contract;
   4. Clearly defined and executable termination clause; and
   5. Beginning and ending dates that coincide with the dates of the Contract.

g. Contractor is responsible to DSHS for the performance of any subcontractor.

h. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs or if the subcontractor would be ineligible under the Sections 12.05, 14.03 and 14.04 of the General Provisions.

Section 21.03 Incorporation of Terms in Subrecipient Subcontracts.

a. Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor):
   1. Assurances and Certifications in Article XII of the General Provisions;
   2. Sections 14.03 and 14.04 of the General Provisions; and

3. A provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with Article X of the General Provisions;

b. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract.

c. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor.

d. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

e. If a subcontractor is unable to certify (or status changes during contract term) to any of the statements in Sections 14.03 and 14.04, or any of the certifications stated in Article XII of the General Provisions, Contractor shall submit an explanation to the contract manager assigned to the Contract.

Section 21.04 Quality Management.

Contractor shall comply with quality management requirements as directed by the Department.

Section 21.05 Contractor's Notification of Change to Certain Contract Provisions.

The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a. Cumulative budget transfers that do not exceed 25% among direct cost categories, other than the equipment category, of less than $100,000, provided that the total budget amount is unchanged (This subsection does not apply to contracts funded by funding sources that have different percentage requirements); and
b. Change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section, but the contract will not be amended.

Section 21.06 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.

a. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c) (3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations.

b. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through

self-evaluation and Department's monitoring processes. Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff.

c. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Texas Government Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors.

Section 21.07 Direct Operation.
At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

ARTICLE XXII PROGRAM EQUIPMENT AND SUPPLIES

Section 22.01 Equipment.
Equipment means tangible personal property having a useful lifetime of more than one year and a per-unit acquisition cost that exceeds the lesser of the capitalization level established by the of $5,000 or more. Contractors shall inventory all equipment, and report the inventory on the Contractors Property Inventory Form.

Contractor shall initiate the purchase of all equipment approved in writing by DSHS, in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Program Attachment must be submitted to the contract manager assigned to this Contract.

Section 22.02 Equipment List.

a. All items of equipment to be purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. The equipment list must include:
   1. Description of the property;
   2. Serial number or other identification number;
   3. Source of funding for the property (including the Federal Assistance Identification Number);
   4. Who holds title,
   5. Acquisition date and cost of the property;
   6. Percentage of Federal participation in the project costs for the Federal award under which the property was acquired;
   7. Location use and condition of the property; and
   8. Any ultimate disposition data including the date of disposal and sale price of property. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment.

b. Contractor shall submit to the contract manager assigned to this Contact, a written description including complete product specifications and need justification prior to purchasing any item of

unapproved equipment. If approved, Department will acknowledge its approval by means of a written amendment.

Section 22.03 Supplies.

a. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

b. Tangible personal property includes controlled assets, including firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $5,000, which includes desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment are also considered Supplies.

c. Prior approval by DSHS of the purchase of Controlled Assets is not required, but such purchases must be reported on the Contractors Property Inventory Form as detailed under Section 22.04.

Section 22.04 Property Inventory and Protection of Assets.

Contractor shall maintain an inventory of equipment, supplies defined as controlled assets, and property described in Section 14.06 of the General Provisions and submit an annual cumulative report of the equipment and other property on Contractor's Property Inventory Report to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at: http://www.dshs.state.tx.us/contracts/forms.shtm.

Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness.

If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 22.05 Assets as Collateral Prohibited.

Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XXIII PROGRAM FUNDS AND PAYMENTS

Section 23.01 Use of Funds.

Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 23.02 Use for Match Prohibited.

Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 23.03 Program Income.

a. Gross income directly generated from Department funds through a project or activity performed under a Contract and/or earned only as a result of this Contract during its term is considered program income.

b. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in the Uniform Grant Management Standards, for the use of program income to further the program objectives of the state or federal statute that provided the authority of this Contract or its Program Attachment, and Contractor shall spend the program income on the same Project Attachment or Statement of Work project under which it was generated.

c. Contractor shall identify and report this income in accordance with Article IX of these General Provisions and the provisions in the Contract or its Program Attachment(s).

d. Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS.

e. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 23.04 Nonsupplanting.

Contractor shall not use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity.

Contractor shall make a good faith effort to maintain its current level of support.

Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

Section 23.05 Payment Methods.

Section 5.01 of the General Provisions is replaced with the following:
Except as otherwise provided by the provisions of this Contract or its Program Attachment(s), the payment method for it will be cost reimbursement. This payment method is based on an approved budget in this Contract or its Program Attachment(s) and acceptable submission of a request for reimbursement.

Section 23.06 Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of Contracts, if a contract has a categorical budget, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Contract term for Department review and financial assessment. Contractor shall submit the final FSR no later than 45 calendar days following the end of the Contract term.

Section 23.07 Working Capital Advance.

If necessary, if allowed by law, and if permitted at DSHS sole discretion, Contractor's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Contractor

shall establish procedures to minimize the time elapsing between the transfer of funds from DSHS to Contractor, and shall ensure that such funds are disbursed as soon as administratively possible.

Section 23.08 Condition Precedent to Requesting Payment.

Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 23.09 Management and Control Systems.

a. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met during the term of the contract through the completion of the closeout procedures.

b. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS. Those requirements and procedures include, at a minimum, the following:

1. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
2. Financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to a Contract and its Program Attachment and are traceable from the transaction to the general ledger;
3. Effective internal and budgetary controls;
4. Comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs;
5. Timely and appropriate audits and resolution of any findings;
6. Billing and collection policies; and
7. Mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 23.10 Effect of Grant Close Out.

Contractor must submit all requests for reimbursement prior to the date of the closure of the grant. DSHS may reject any request for reimbursement submitted after closure of the grant.

ARTICLE XXIV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 24.01 Allowable Costs.

a. Except as provided by Section 23.06, DSHS will reimburse Contractor for services satisfactorily performed, and sufficiently documented for allowable costs.

b. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract.

c. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement.

d. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within 30 calendar days of the date of this written notice.

e. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Applicable Cost principles, Audit requirements and Administrative Requirements

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220)	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict. The Contract will specify appropriate grant guidance.

Section 24.02 Property Acquisitions.

Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 24.03 Cost Allocation Plan.

a. Contractor shall implement and follow the applicable Cost Allocation Plan.

b. Contractor shall submit a Cost Allocation Plan on the format provided by DSHS to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to: coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. If Contractor's plan is the same as the plan previously submitted to DSHS, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as the plan previously submitted.

c. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within 30 calendar days after the effective date of the change.

Section 24.04 Overtime Compensation.

Except as provided in this section, Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours.

Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions:

a. With the prior written approval of DSHS;
b. Temporarily, in the case of an emergency or an occasional operational bottleneck;
c. When employees are performing indirect functions, such as administration, maintenance, or accounting;
d. In performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or
e. When lower overall cost to DSHS will result.

Section 24.05 Independent Single or Program-Specific Audit.

a. If Contractor within Contractor's fiscal year expends a total amount of at least $750,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the 2 CFR § 200.501. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards.

b. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular.

c. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in 2 CFR § 200.501 or UGMS, as applicable, for their program-specific audits.

d. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Status Registration Form.

e. If Contractor fails to complete the Single Audit Status Form within 30 calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

f. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

g. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every six years.

Section 24.06 Submission of Audit.

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program- Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to DSHS should be addressed as follows:
COSContractAdministration@dshs.state.tx.us

Electronic submission to HHSC should be addressed as follows:
Queenah.Teamah@hhsc.state.tx.us

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE XXV INSURANCE AND BONDS

Section 25.01 Insurance.

In addition to the Insurance provision in Section 14.22 of the General Provisions, Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds.

Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to this Contract within 5 business days of learning of the loss, to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 25.02 Fidelity Bond.

a. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds.

b. The fidelity bond or insurance must provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property.

c. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 25.03 Liability Coverage.

For the benefit of DSHS, Contractor shall at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity.

Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

ARTICLE XXVI TERMINATION, BANKRUPTCY AND CLOSEOUT

Section 26.01 Final Budget

Contractor shall submit an actual Budget to DSHS no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities, whichever occurs first. The Budget shall be in a format prescribed by DSHS and shall be accompanied by a report of all activities performed under this Contract.

Section 26.02 Bankruptcy.

In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS.

Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 26.03 Title to Property.

At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 26.04 Disposition of Property.

a. Contractor shall follow the procedures in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000.

b. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS.

c. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to this Contract.

d. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 26.05 Closeout of Equipment.

At the end of the term of a Contract that has no additional renewals or that will not be renewed (Closeout), or when a Contract is otherwise terminated, Contractor shall submit to the contract manager assigned to this, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment.

All equipment purchased with Department funds must be secured by Contractor at the time of Closeout, or termination of this Contract, and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

ARTICLE XXVII NON-EXCLUSIVE LIST OF APPLICABLE LAWS

Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2 of the Code of Federal Regulations), the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm.

Contractor also shall comply with all applicable federal and state assurances contained in the Uniform Grant Management Standards. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

AI-51243 **Health & Human Services Dept.** **12. C.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 465 Local Drug and Alcohol Education Programs, Sec. 465.003, presentation on the Hidalgo County Health & Human Services Drug and Alcohol Abuse Advisory Commission's activities.

BACKGROUND

09/27/2011 - AI-28729 - Creation of the Hidalgo County Health & Human Services Drug & Alcohol Abuse Advisory Commission.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budget impact.
Presentation only.

Attachments

Chp 465

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:58 PM
Manuel Chapa	Manuel Chapa	09/09/2015 10:24 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Mike Escaname Started On: 09/04/2015 11:51 AM

Final Approval Date: 09/25/2015

HEALTH AND SAFETY CODE

TITLE 6. FOOD, DRUGS, ALCOHOL, AND HAZARDOUS SUBSTANCES

SUBTITLE B. ALCOHOL AND SUBSTANCE ABUSE PROGRAMS

CHAPTER 465. LOCAL DRUG AND ALCOHOL EDUCATION PROGRAMS

Sec. 465.001. COMMISSION. A municipality or county may create and support with public funds a commission to:

(1) educate the public on drug and alcohol abuse;

(2) promote drug and alcohol education at all levels of the schools;

(3) study the effectiveness of efforts, including the commission's efforts, in reducing drug and alcohol abuse; and

(4) create and administer a program to counsel or treat drug and alcohol abusers or to provide both counseling and treatment.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

Sec. 465.002. INDIVIDUAL OR JOINT ACTION. The municipality or county may create the commission by its own action or jointly by agreement with another municipality or county or a private foundation, nonprofit organization, church, or other entity. If the commission is created by agreement, all matters regarding the creation and operation of the commission are governed as provided by the agreement.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

Sec. 465.003. REPORT. The commission shall report annually to each entity that participates in the creation of the commission regarding the commission's activities.

Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 191.

AI-51393 **Health & Human Services Dept.** **12. D.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Discussion of the population health and primary care medical education programs being developed by the University of Texas Rio Grande Valley (UT-RGV) and approval & action on the Graduate Medical Education Program Letter of Agreement for the Preventive Medicine Residency between UT-RGV and the County of Hidalgo, by and through the Hidalgo County Health & Human Services Department.

2. Requesting authorization for County Judge Ramon Garcia to sign as the authorized official for the County of Hidalgo the UT-RGV Program Letter of Agreement for the Preventive Medicine Residency Program in collaboration with Hidalgo County Health & Human Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Agreement
legal email
legal email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2015 02:42 PM

Manuel Chapa	Manuel Chapa	09/25/2015 10:31 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Mike Escaname Started On: 09/16/2015 11:09 AM

Final Approval Date: 09/25/2015

The University of Texas Rio Grande Valley
Graduate Medical Education

PROGRAM LETTER OF AGREEMENT

between

The University of Texas Rio Grande Valley (Name of Program) and (Participating Site)

This document serves as an agreement between The University of Texas Rio Grande Valley, UTRGV (Name of Program) and (Participating Site) involved in Graduate Medical Education of medical residents/fellows. This agreement is effective from (DATES), and will remain in effect for three years, or until updated, changed or terminated by the UTRGV (Name of Program) and (Participating Site). Any modifications or changes to this agreement must be in writing and signed by all parties. This agreement may be canceled by either party upon written notice to the other party 90-days prior to termination.

I. Persons Responsible for Education and Supervision

a. At UTRGV: (Program Director)
b. At (Participating Site: Local Director)
c. If any other faculty are involved, list by name or group
d. The above listed individuals are responsible for the education, supervision and evaluation of the residents/fellows while rotating at (Participating Site). If this responsibility is assumed by another individual, the program director will receive prior notification in writing for approval of the successor.

II. Responsibilities

a. The faculty at (Participating Site). must provide appropriate supervision of residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents/fellows in ACGME competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment. Residents are expected to complete confidential faculty evaluations upon completion of the assignment.
b. It is understood that UTRGV, as the Sponsoring Institution of the training program, continues to have responsibility for the quality of this educational experience and must retain authority over the residents' activities. UTRGV has the right to conduct an on-site review of the training policies and practices relevant to this training. UTRGV will support faculty appointments for (Participating Site). faculty in accordance with the policies and procedures of the University.

III. Content and Duration of the Education

a. The content of the educational experiences has been developed according to the ACGME Residency/Fellowship Program Requirements.
b. The educational purpose of this rotation is to (insert purpose). The goals and objectives to (XX rotation) are attached. These goals will be met by (insert teaching methods, including patient population and resident responsibilities)

c. Residents will rotate in (insert duration, ex. one month, 6 weeks, etc), as scheduled by the program director and on site coordinator. Prior notice, when possible, will be made for any changes in these rotations. (you may insert more specifics in terms of number of residents and blocks if appropriate)

IV. Policies and Procedures that Govern Resident Education

a. During assignments at, (Participating Site). , residents/fellows will be under the general direction of the UTRGV Graduate Medical Education Committee's and (Name of Program) Policy and Procedure Manual and (Participating Site). policies for resident physicians and graduate medical education. The (Participating Site). shall provide adequate parking and work space, shall take reasonable steps to ensure the safety of the residents/fellows during assignments.

b. The training will be in compliance with the requirements for duty hours and resident supervision requirements of the Accreditation Council for Graduate Medical Education.

c. The (Local Director) of (Participating Site) shall have the right to require UTRGV (Name of Program)to remove resident physicians from this rotation with or without cause.

d. Residents shall cooperate in the prompt preparation of documentation of all examinations, procedures and other professional services performed by them at the training site in accordance with local regulations and bylaws. The ownership and right of control of all reports, records and supporting documents prepared in connection with this belong to the (Participating Site).

(Participating Site)

_____

Name, Faculty of Participating Site

University of Texas Rio Grande Valley

_____

(Name of Program Director)
(Name of Program) Program Director

_____

Yolanda Gomez, MD
Associate Dean, Graduate Medical Education
Designated Institutional Official

Mike Escaname

From: Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>
Sent: Thursday, September 24, 2015 12:07 PM
To: 'Eduardo Olivarez'
Cc: connie.sanchez@mail.hchd.org; 'Mike Escaname'; lauren.rabe@hchd.org
Subject: UTRGV

Mr. Olivares,

Our office reviewed the UTRGV Program Letter of Agreement, and conferred with Mr. JM Watt from UTRGV. At this time, our office approves as to the form of the agreement.

Please let me know if you have any other questions regarding this matter.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

Mike Escaname

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****

AI-51205 **Health & Human Services Dept.** **12. F. 2.**

CC - REGULAR

Meeting Date: 09/29/2015

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Discussion, consideration, and approval to drawn down funds for Demonstration Year 4 (FFY 2015) Advanced UC Payment from the Local Provider Participation fund in the amount up to $14,736,644.69

B. Approval of Certification of Revenues from the Local Provider Participation fund in the amount up to $14,736,644.69

C. Approval of Appropriation of funds for Demonstration Year 4 (FFY 2015) IGT draw down to fund UC in the amount up to $14,736,644.69 as per instructions from Texas Health and Human Services Commission Rate Analysis.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1258-444-00-240-006-3-843

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

BUDGETARY IMPACT:

Fund 1258

Attachments

IGT SCHEDULE
alloc form
notification
Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:41 PM
Budget & Management	Veronica Ortiz	09/04/2015 04:41 PM
Manuel Chapa	Manuel Chapa	09/23/2015 01:30 PM

Budget & Management	Veronica Ortiz	09/24/2015 08:15 AM
Manuel Chapa	Manuel Chapa	09/25/2015 10:38 AM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Dairen Sarmiento		Started On: 09/02/2015 03:59 PM
Final Approval Date: 09/25/2015		

Tentative HHSC Hospital Supplemental Payment Schedule Through FFY 2016

Payment Month & Year	Payment Type				
	DSH	UC	NAIP	GME	DSRIP
March 2015			✓		
April 2015			✓	✓	
May 2015	DSH FFY 2014 Final*		✓		
June 2015		DY3/FFY 2014 Final Payment	✓		
July 2015	DSH FFY 2015 Payment 1		✓	✓	DSRIP DY4
August 2015			✓		DSRIP Admin Payment
September 2015	DSH FFY 2015 Payment 2				
October 2015		DY4/FFY 2015 Payment 1	✓		
November 2015	DSH FFY 2015 Payment 3		✓		
December 2015	DSH FFY 2015 Final Payment		✓		
January 2016		DY4/FFY 2015 Final Payment	✓	✓	DSRIP DY4
February 2016	DSH FFY 2016 Payment 1		✓		DSRIP Admin Payment
March 2016	DSH FFY 2016 Payment 2		✓		
April 2016		DY5/FFY 2016 Payment 1	✓	✓	
May 2016	DSH FFY 2016 Payment 3		✓		
June 2016	DSH FFY 2016 Final Payment		✓		
July 2016			✓	✓	DSRIP DY5
August 2016			✓		DSRIP Admin Payment
September 2016		DY5/FFY 2016 Final Payment	✓		

*There will be a holdback of funds pending the resolution of *Texas Children's Hospital and Seattle Children's Hospital vs. Burwell et al., Civil Action No. 14-2060, in the US District Court for the District of Columbia*

Accounting closed last two weeks of August for year end

DY4 UC Allocation Form

TRACE Number:

The Trace Number is in the receipt you receive from the Comptroller once you have submitted your IGT into TexNet.

Affiliation Number	Provider Name	9 Digit TPI	Government Entity	RHP Region	IGT Total
529-08-0236-00067	McAllen Hospitals L P dba South Texas Health System	094113001	HIDALGO COUNTY	5	$ 5,109,990.44
529-08-0236-00079	Mission Regional Medical Center	112679902	HIDALGO COUNTY	5	$ 2,489,581.57
529-08-0236-00020	Rio Grande Regional Hospital	112716902	HIDALGO COUNTY	5	$ 1,838,425.79
529-08-0236-00063	Knapp Medical Center	135035706	HIDALGO COUNTY	5	$ 2,918,039.68
529-08-0236-00030	DOCTORS HOSPITAL AT RENAISSANCE	160709501	HIDALGO COUNTY	5	$ 2,380,607.21
			Total RHP 5		$14,736,644.69

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

DY4 Advance UC Payment IGT Notification

From : HHSC RAD UC Payments <RAD_UC_Payments@hhsc.state.tx.us> Wed, Sep 23, 2015 04:28 PM

Subject : DY4 Advance UC Payment IGT Notification 4 attachments

To : accounting@igh-hospital.com, acooper@wardmemorial.com, Afutch@seymourtexas.net, ahking@texaschildrens.org, alan ivy <alan.ivy@cmhos.org>, Alex Russell <Alex.Russell@LPNT.net>, allarochelle@rchd.care, alyssal@mangoldmemorial.org, amelendez@dimmitregional.com, AmericaTarectecan@cmclancaster.com, andrew shea <andrew.shea@tenethealth.com>, andy kolb <andy.kolb@smhdhealth.org>, anewton@chambershealth.org, ang pagano <ang.pagano@hcahealthcare.com>, Angela H Smith <Angela.H.Smith@uth.tmc.edu>, angela hubbard <angela.hubbard@childrens.com>, Anil jain <Anil.jain@tenethealth.com>, apolinar@uthscsa.edu, ARISINGER@sw.org, auditor@co.lampasas.tx.us, awillmann@gwhf.org, ballen@mchd-tx.org, bamyx@gsmc.org, barbara fisher <barbara.fisher@uthct.edu>, bbharucha@rchd.care, bbilyeu@co.collin.tx.us, bblevins@#fchtexas.com, bblevins@fchtexas.com, bbmelson@texaschildrens.org, bbrewer@fallshospital.com, BCurran@HoustonMethodist.org, becks2@covhs.org, bernard leger <bernard.leger@sjmctx.com>, Bertodatto@gl-law.com, Beth Ward <Beth.Ward@utsouthwestern.edu>, bhale@etmc.org, Bill Bedwell <Bill.Bedwell@UHS-SA.com>, bill garwood <bill.garwood@utmb.edu>, bill mcconnell <bill.mcconnell@tmfhc.org>, blaise bondi <blaise.bondi@tenethealth.com>, bmagers@co.grayson.tx.us, bmcbride@ricemedicalcenter.net, bo gateley <bo.gateley@baylorhealth.edu>, bobbye hrncirik <bobbye.hrncirik@umchealthsystem.com>, bpert@unitedregional.org, bprochnow@matagordageneral.org, bprochnow@matagordaregional.org, brent magers <brent.magers@ttuhsc.edu>, brewster@valornet.com, bridgesj@nacmem.org, brinker@gl-law.com, BryanProchnow@matagordaregional.org, BryanZ Nichols <BryanZ.Nichols@baylorhealth.edu>, bwhite@covhs.org, bwhitsitt@grmf.org, Carla Davila <Carla.Davila@MHSHealth.com>, carljhudson@gmail.com, ceo@rankincountyhospital.org, ceo@sonora-hospital.org, cfo@hamlinhealth.org, cgoldsmith@olneyhh.com, cgswaney@sbcglobal.net, charles handley <charles.handley@tenethealth.com>, charles mallon <charles.mallon@hcahealthcare.com>, CherylM@baylorhealth.edu, chris halbert <chris.halbert@utmb.edu>, chris nicosia <chris.nicosia@hcahealthcare.com>, christy@hchdst.org, chuck jeffress <chuck.jeffress@brhstx.org>, cjones@cmhos.org, cklang@jpshealth.org, cklein@lambhc.org, ckolodziejczyk@sw.org, clay taylor <clay.taylor@covplv.org>, cmh jeverett <cmh.jeverett@cogdellhospital.com>, cmpcmc@tisd.net,

cnorris@gonzaleshealthcare.com, coconnor@nhsltd.com, Cole Sims <Cole.Sims@phn-waco.org>, cory rhoades <cory.rhoades@cookchildrens.org>, cottey@gl-law.com, cparker@throckmortonhospital.com, CPutz@jpshealth.org, cratliff@bowiememorial.com, cskovace@utmb.edu, ctorres@tchospital.us, dairen sarmiento <dairen.sarmiento@hchd.org>, daltmiller@fss-cpa.com, david byrd <david.byrd@tenethealth.com>, david lee <david.lee@okmh.org>, dblodgett@oghtx.com, dbrown@chambershealth.org, DeanneK@baylorhealth.edu, deborah brown <deborah.brown@co.bell.tx.us>, debra miller <debra.miller@crosbytonclinichospital.com>, Delbert Smith <Delbert.Smith@utsouthwestern.edu>, DeLicia Maynard <DeLicia.Maynard@CHRISTUSHealth.org>, dfreshour@comanchecmc.com, dglassburn@primehealthcare.com, dgoggin@st-joseph.org

Providers, Government Entities, and Anchors:

Please read this entire message carefully and make note of the information provided below that failure by IGT entities and providers to submit the required forms may result in a delayed payment for the providers.

HHSC is providing notice to IGT for the DY4 Advance UC Payment.

Dates pertinent to this payment:

10/6/15	Last day to submit your IGT into TexNet
10/7/15	IGT Settlement date
10/16/15	Pay Transferring Hospitals, i.e. Large public hospitals, as defined in 1 Tex. Admin. Code §355.8201(b)(14)
10/30/15	Pay all other UC Providers- Public entities will be paid as soon as possible after October 16th, with the private entities also being paid as soon as possible but no later than October 30th.

Attached to this email are the following documents:

- DY4 Advance UC Payment spreadsheet
- Master Affiliation as of 09_23_15 for Distribution spreadsheet;
- DY4 UC Allocation Form

The amount that needs to be submitted into TexNet is in Column AK. Please ensure you select the applicable UC bucket in TexNet when you enter your IGT. It is imperative that you send a screen shot/PDF copy of the confirmation/trace sheet from TexNet or an email with the confirmation number and IGT amount if the TexNet is submitted over the phone, to RAD_UC_Payments@hhsc.state.tx.us. Please include two contacts and their phone numbers and email addresses, should HHSC have any questions regarding the TexNet received.

Government Entities that are IGT'ing for multiple providers may submit one lump sum IGT for their affiliates. All IGTs, even for entities submitting IGT for themselves, must complete the attached allocation form. If a Trace Sheet is received without an IGT allocation form HHSC will allocate the IGT received in accordance with 1 Tex. Admin. Code §355.8201(h)(ii). In the absence of the notification described in 1 Tex. Admin. Code §355.8201(h)(i), each hospital owned by or affiliated with the

governmental entity will receive a portion of its payment amount for that period, based on the hospital's percentage of the total payment amounts for all hospitals owned by or affiliated with that governmental entity.

In accordance with 1 Tex. Admin. Code §355.8201(h)(ii)(C), if a government entity transfers more than the maximum IGT amount that can be provided for that hospital, and that hospital is affiliated with multiple governmental entities, then HHSC will calculate the amount of IGT funds necessary to fund the hospital's payment and HHSC will issue a pro-rata refund to the governmental entity/entities identified by HHSC. HHSC will determine the pro-rata refund, not the government entity/entities or their representative(s).

If you have questions regarding the UC payment process, please send an email to RAD_UC_Payments@hhsc.state.tx.us.

HHSC Hospital Rate Analysis

Texas Health and Human Services Commission
P.O. Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030

Texas Medicaid must comply with federal regulations, which now requires all providers to revalidate their enrollment information every three to five years. In accordance with this federal mandate, Texas Medicaid requires all providers that enrolled before January 1, 2013 to re-enroll by March 24, 2016. Providers can begin this process immediately. Providers can find more information about the federal mandate here. TMHP will hold workshops in various locations around the state, so that providers will have the opportunity to receive personalized help with the re-enrollment process. Providers will be informed of the locations of the workshops, along with specific dates and times, in upcoming articles at TMHP.com. Providers are also encouraged to contact a TMHP provider enrollment representative for guidance on the re-enrollment process. To do this, call the TMHP Contact Center at 1-800-925-9126, Option 2.

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image001.jpg
6 KB

Master Affiliation as of 9_22_15 for Distribution.xlsx
66 KB

DY4 UC Allocation Form.xlsx
16 KB

Advance-2015 DY 4 UC Payment Calculation -9-23-15.xlsx
430 KB

DATE: September 24, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Human Services -LPPF**

ACCOUNT NUMBER: 5-1258-444-00-240-006-3-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
5-1258-444-00-240-006-3-	843	LPPF	Aid to Nongovt	14,736,644.69
5-1258-355-20-240-001-0-	*000*	*LPPF-Spec Assess-*	*Columbia Rio Grande*	*1,144,337.76*
5-1258-355-20-240-002-0-	*000*	*LPPF-Spec Assess-*	*Cornerstone*	*65,776.23*
5-1258-355-20-240-003-0-	*000*	*LPPF-Spec Assess-*	*Doctors Hospital At Ren*	*2,649,308.02*
5-1258-355-20-240-004-0-	*000*	*LPPF-Spec Assess-*	*Knapp Medical Center*	*815,117.81*
5-1258-355-20-240-005-0-	*000*	*LPPF-Spec Assess-*	*Lifecare Hospital*	*175,368.31*
5-1258-355-20-240-006-0-	*000*	*LPPF-Spec Assess-*	*Edinburg Regional Med*	*8,954,131.33*
5-1258-355-20-240-007-0-	*000*	*LPPF-Spec Assess-*	*Mission Hospital*	*729,621.80*
5-1258-355-20-240-008-0-	*000*	*LPPF-Spec Assess-*	*Solera Hospital*	*149,338.44*
5-1258-355-20-240-009-0-	*000*	*LPPF-Spec Assess-*	*Weslaco Rehab Hospital*	*52,448.49*
5-1258-361-10-000-000-0-	*000*	*LPPF-*	*Interest Earnings*	*1,196.50*
			TOTAL BUDGET INCREASE (DECREASE)	**14,736,644.69**

REASON: Appropriation of funds in relation to revenue from the assessment of mandatory payments from various hospitals for the LPPF-1115 Waiver.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

September 28, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR.

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the assessment of mandatory payments from the hospitals in the amount of $14,736,644.69 for the Health Care Funding District. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/28/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-51205 **Health & Human Services Dept.** **12. F. 2.**
CC - REGULAR
Meeting Date: 09/29/2015
Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

A. Discussion, consideration, and approval to drawn down funds for Demonstration Year 4 (FFY 2015) Advanced UC Payment from the Local Provider Participation fund in the amount up to $14,736,644.69

B. Approval of Certification of Revenues from the Local Provider Participation fund in the amount up to $14,736,644.69

C. Approval of Appropriation of funds for Demonstration Year 4 (FFY 2015) IGT draw down to fund UC in the amount up to $14,736,644.69 as per instructions from Texas Health and Human Services Commission Rate Analysis.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1258-444-00-240-006-3-843
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Fund 1258

Attachments

IGT SCHEDULE
alloc form
notification
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:41 PM
Budget & Management	Veronica Ortiz	09/04/2015 04:41 PM
Manuel Chapa	Manuel Chapa	09/23/2015 01:30 PM
Budget & Management	Veronica Ortiz	09/24/2015 08:15 AM
Manuel Chapa	Manuel Chapa	09/25/2015 10:38 AM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Dairen Sarmiento		Started On: 09/02/2015 03:59 PM
Final Approval Date: 09/25/2015		

DATE: September 24, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Human Services -LPPF**

ACCOUNT NUMBER: 5-1258-444-00-240-006-3-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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5-1258-355-20-240-001-0- 000	*LPPF-Spec Assess-*	*Columbia Rio Grande*	*1,144,337.76*
5-1258-355-20-240-002-0- 000	*LPPF-Spec Assess-*	*Cornerstone*	*65,776.23*
5-1258-355-20-240-003-0- 000	*LPPF-Spec Assess-*	*Doctors Hospital At Ren*	*2,649,308.02*
5-1258-355-20-240-004-0- 000	*LPPF-Spec Assess-*	*Knapp Medical Center*	*815,117.81*
5-1258-355-20-240-005-0- 000	*LPPF-Spec Assess-*	*Lifecare Hospital*	*175,368.31*
5-1258-355-20-240-006-0- 000	*LPPF-Spec Assess-*	*Edinburg Regional Med*	*8,954,131.33*
5-1258-355-20-240-007-0- 000	*LPPF-Spec Assess-*	*Mission Hospital*	*729,621.80*
5-1258-355-20-240-008-0- 000	*LPPF-Spec Assess-*	*Solera Hospital*	*149,338.44*
5-1258-355-20-240-009-0- 000	*LPPF-Spec Assess-*	*Weslaco Rehab Hospital*	*52,448.49*
5-1258-361-10-000-000-0- 000	*LPPF-*	*Interest Earnings*	*1,196.50*
		TOTAL BUDGET INCREASE (DECREASE)	**14,736,644.69**

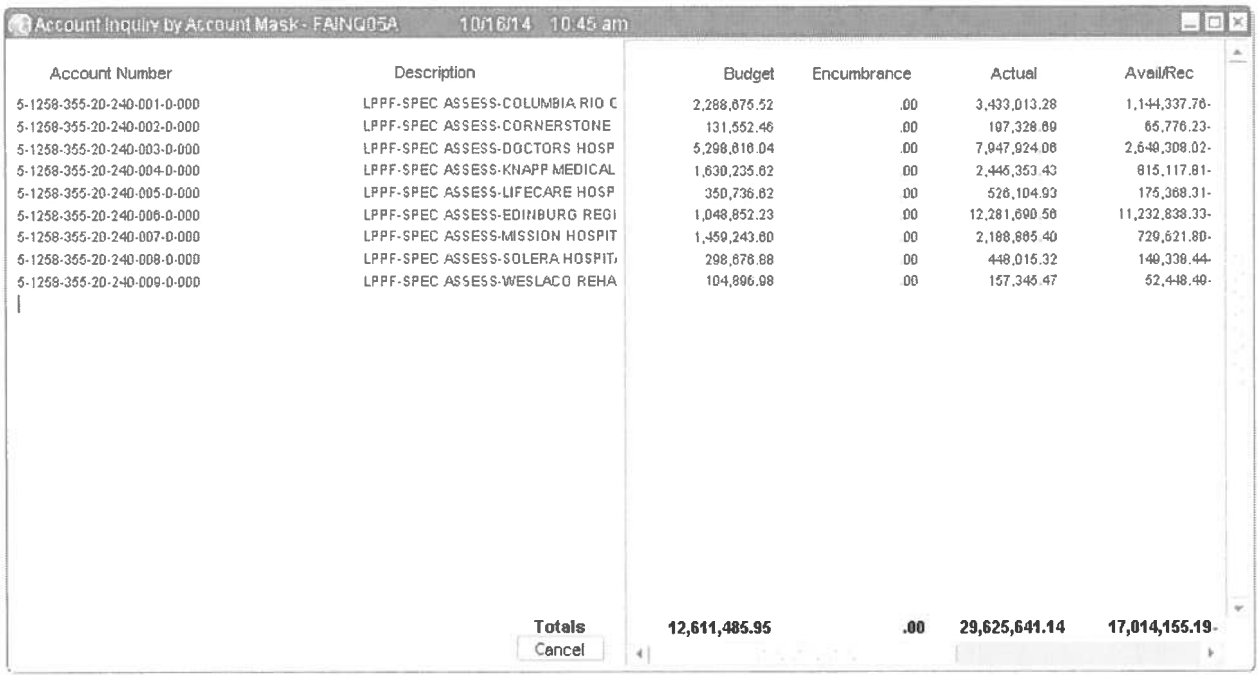
REASON: Appropriation of funds in relation to revenue from the assessment of mandatory payments from various hospitals for the LPPF-1115 Waiver.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK



Account Inquiry by Account Mask - FAINQ05A 10/16/14 10:45 am

Account Number	Description	Budget	Encumbrance	Actual	Avail/Rec
5-1258-355-20-240-001-0-000	LPPF-SPEC ASSESS-COLUMBIA RIO C	2,288,675.52	.00	3,433,013.28	1,144,337.76-
5-1258-355-20-240-002-0-000	LPPF-SPEC ASSESS-CORNERSTONE	131,552.46	.00	197,328.69	65,776.23-
5-1258-355-20-240-003-0-000	LPPF-SPEC ASSESS-DOCTORS HOSP	5,298,616.04	.00	7,947,924.06	2,649,308.02-
5-1258-355-20-240-004-0-000	LPPF-SPEC ASSESS-KNAPP MEDICAL	1,630,235.62	.00	2,445,353.43	815,117.81-
5-1258-355-20-240-005-0-000	LPPF-SPEC ASSESS-LIFECARE HOSP	350,736.62	.00	526,104.93	175,368.31-
5-1258-355-20-240-006-0-000	LPPF-SPEC ASSESS-EDINBURG REGI	1,048,852.23	.00	12,281,690.56	11,232,838.33-
5-1258-355-20-240-007-0-000	LPPF-SPEC ASSESS-MISSION HOSPIT	1,459,243.60	.00	2,188,865.40	729,621.80-
5-1258-355-20-240-008-0-000	LPPF-SPEC ASSESS-SOLERA HOSPIT/	298,676.88	.00	448,015.32	149,338.44-
5-1258-355-20-240-009-0-000	LPPF-SPEC ASSESS-WESLACO REHA	104,896.98	.00	157,345.47	52,448.49-
	Totals	**12,611,485.95**	**.00**	**29,625,641.14**	**17,014,155.19-**

Cancel

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer

Date: Friday, September 25, 2015

Subject: Health Care Funding District Certification of Revenues

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the mandatory payments from the respective hospitals for the Health Care Funding District.

We are requesting the certification of $14,736,644.69 from Fund 1258. These monies will be appropriated to fund the LPPF-1115 Waiver expenditures scheduled for commissioners' court approval on September 29, 2015 (AI-51205). Current revenues available reflects $11,591,886.55, however, on 9/24/15, the County Treasurer's Office receipted $5,423,465.14 into Fund 1258 (Receipt#190846), see attached.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

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

Receipt No: 190846

Received From: TAX DEPT. 09/24/15 Date 09/25/15

1	026510	EDINBURG REG. MED. CTR. 1ST QTR. 2015	5-1100-341-10-140-048-0-000	1,416.86
2	026510	EDINBURG REG. MED. CTR. 1ST QTR. 2015	5-1258-355-20-240-006-0-000	5,423,465.14

Total: 5,424,882.00

Check Total	5,424,882.00
Cash Total	.00
Credit Total	.00
Other Total	.00

Nereyda Gonzalez

From: Veronica Ortiz [veronica.ortiz@co.hidalgo.tx.us]
Sent: Friday, September 25, 2015 10:40 AM
To: ray eufracio
Cc: linda fong; Dina Trevino; becky luna; nereyda.gonzalez@auditor.co.hidalgo.tx.us
Subject: Health Care Funding District Certification of Revenues
Attachments: Health Care Funding District Cerification of Revenues 09-25-2015.pdf

HIDALGO COUNTY texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer

Date: Friday, September 25, 2015

Subject: Health Care Funding District Certification of Revenues

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

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Thank you for your prompt attention to this matter. If you have any questions, please do not he call me at (956) 292-7025 ext. 5424.

Tentative HHSC Hospital Supplemental Payment Schedule Through FFY 2016

Payment Month & Year	Payment Type				
	DSH	UC	NAIP	GME	DSRIP
March 2015			✓		
April 2015			✓	✓	
May 2015	DSH FFY 2014 Final*		✓		
June 2015		DY3/FFY 2014 Final Payment	✓		
July 2015	DSH FFY 2015 Payment 1		✓	✓	DSRIP DY4
August 2015			✓		DSRIP Admin Payment
September 2015	DSH FFY 2015 Payment 2				
October 2015		DY4/FFY 2015 Payment 1	✓		
November 2015	DSH FFY 2015 Payment 3		✓		
December 2015	DSH FFY 2015 Final Payment		✓		
January 2016		DY4/FFY 2015 Final Payment	✓	✓	DSRIP DY4
February 2016	DSH FFY 2016 Payment 1		✓		DSRIP Admin Payment
March 2016	DSH FFY 2016 Payment 2		✓		
April 2016		DY5/FFY 2016 Payment 1	✓	✓	
May 2016	DSH FFY 2016 Payment 3		✓		
June 2016	DSH FFY 2016 Final Payment		✓		
July 2016			✓	✓	DSRIP DY5
August 2016			✓		DSRIP Admin Payment
September 2016		DY5/FFY 2016 Final Payment	✓		

*There will be a holdback of funds pending the resolution of *Texas Children's Hospital and Seattle Children's Hospital vs. Burwell et al., Civil Action No. 14-2060, in the US District Court for the District of Columbia*

Accounting closed last two weeks of August for year end

DY4 UC Allocation Form

TRACE Number:

The Trace Number is in the receipt you receive from the Comptroller once you have submitted your IGT into TexNet.

Affiliation Number	Provider Name	9 Digit TPI	Government Entity	RHP Region	IGT Total
529-08-0236-00067	McAllen Hospitals L P dba South Texas Health System	094113001	HIDALGO COUNTY	5	$ 5,109,990.44
529-08-0236-00079	Mission Regional Medical Center	112679902	HIDALGO COUNTY	5	$ 2,489,581.57
529-08-0236-00020	Rio Grande Regional Hospital	112716902	HIDALGO COUNTY	5	$ 1,838,425.79
529-08-0236-00063	Knapp Medical Center	135035706	HIDALGO COUNTY	5	$ 2,918,039.68
529-08-0236-00030	DOCTORS HOSPITAL AT RENAISSANCE	160709501	HIDALGO COUNTY	5	$ 2,380,607.21
			Total RHP 5		$14,736,644.69

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

DY4 Advance UC Payment IGT Notification

From : HHSC RAD UC Payments <RAD_UC_Payments@hhsc.state.tx.us> Wed, Sep 23, 2015 04:28 PM

Subject : DY4 Advance UC Payment IGT Notification 4 attachments

To : accounting@igh-hospital.com, acooper@wardmemorial.com, Afutch@seymourtexas.net, ahking@texaschildrens.org, alan ivy <alan.ivy@cmhos.org>, Alex Russell <Alex.Russell@LPNT.net>, allarochelle@rchd.care, alyssal@mangoldmemorial.org, amelendez@dimmitregional.com, AmericaTarectecan@cmclancaster.com, andrew shea <andrew.shea@tenethealth.com>, andy kolb <andy.kolb@smhdhealth.org>, anewton@chambershealth.org, ang pagano <ang.pagano@hcahealthcare.com>, Angela H Smith <Angela.H.Smith@uth.tmc.edu>, angela hubbard <angela.hubbard@childrens.com>, Anil jain <Anil.jain@tenethealth.com>, apolinar@uthscsa.edu, ARISINGER@sw.org, auditor@co.lampasas.tx.us, awillmann@gwhf.org, ballen@mchd-tx.org, bamyx@gsmc.org, barbara fisher <barbara.fisher@uthct.edu>, bbharucha@rchd.care, bbilyeu@co.collin.tx.us, bblevins@#fchtexas.com, bblevins@fchtexas.com, bbmelson@texaschildrens.org, bbrewer@fallshospital.com, BCurran@HoustonMethodist.org, becks2@covhs.org, bernard leger <bernard.leger@sjmctx.com>, Bertodatto@gl-law.com, Beth Ward <Beth.Ward@utsouthwestern.edu>, bhale@etmc.org, Bill Bedwell <Bill.Bedwell@UHS-SA.com>, bill garwood <bill.garwood@utmb.edu>, bill mcconnell <bill.mcconnell@tmfhc.org>, blaise bondi <blaise.bondi@tenethealth.com>, bmagers@co.grayson.tx.us, bmcbride@ricemedicalcenter.net, bo gateley <bo.gateley@baylorhealth.edu>, bobbye hrncirik <bobbye.hrncirik@umchealthsystem.com>, bpert@unitedregional.org, bprochnow@matagordageneral.org, bprochnow@matagordaregional.org, brent magers <brent.magers@ttuhsc.edu>, brewster@valornet.com, bridgesj@nacmem.org, brinker@gl-law.com, BryanProchnow@matagordaregional.org, BryanZ Nichols <BryanZ.Nichols@baylorhealth.edu>, bwhite@covhs.org, bwhitsitt@grmf.org, Carla Davila <Carla.Davila@MHSHealth.com>, carljhudson@gmail.com, ceo@rankincountyhospital.org, ceo@sonora-hospital.org, cfo@hamlinhealth.org, cgoldsmith@olneyhh.com, cgswaney@sbcglobal.net, charles handley <charles.handley@tenethealth.com>, charles mallon <charles.mallon@hcahealthcare.com>, CherylM@baylorhealth.edu, chris halbert <chris.halbert@utmb.edu>, chris nicosia <chris.nicosia@hcahealthcare.com>, christy@hchdst.org, chuck jeffress <chuck.jeffress@brhstx.org>, cjones@cmhos.org, cklang@jpshealth.org, cklein@lambhc.org, ckolodziejczyk@sw.org, clay taylor <clay.taylor@covplv.org>, cmh jeverett <cmh.jeverett@cogdellhospital.com>, cmpcmc@tisd.net,

cnorris@gonzaleshealthcare.com, coconnor@nhsltd.com, Cole Sims <Cole.Sims@phn-waco.org>, cory rhoades <cory.rhoades@cookchildrens.org>, cottey@gl-law.com, cparker@throckmortonhospital.com, CPutz@jpshealth.org, cratliff@bowiememorial.com, cskovace@utmb.edu, ctorres@tchospital.us, dairen sarmiento <dairen.sarmiento@hchd.org>, daltmiller@fss-cpa.com, david byrd <david.byrd@tenethealth.com>, david lee <david.lee@okmh.org>, dblodgett@oghtx.com, dbrown@chambershealth.org, DeanneK@baylorhealth.edu, deborah brown <deborah.brown@co.bell.tx.us>, debra miller <debra.miller@crosbytonclinichospital.com>, Delbert Smith <Delbert.Smith@utsouthwestern.edu>, DeLicia Maynard <DeLicia.Maynard@CHRISTUSHealth.org>, dfreshour@comanchecmc.com, dglassburn@primehealthcare.com, dgoggin@st-joseph.org

Providers, Government Entities, and Anchors:

Please read this entire message carefully and make note of the information provided below that failure by IGT entities and providers to submit the required forms may result in a delayed payment for the providers.

HHSC is providing notice to IGT for the DY4 Advance UC Payment.

Dates pertinent to this payment:

10/6/15	Last day to submit your IGT into TexNet
10/7/15	IGT Settlement date
10/16/15	Pay Transferring Hospitals, i.e. Large public hospitals, as defined in 1 Tex. Admin. Code §355.8201(b)(14)
10/30/15	Pay all other UC Providers- Public entities will be paid as soon as possible after October 16th, with the private entities also being paid as soon as possible but no later than October 30th.

Attached to this email are the following documents:

- DY4 Advance UC Payment spreadsheet
- Master Affiliation as of 09_23_15 for Distribution spreadsheet;
- DY4 UC Allocation Form

The amount that needs to be submitted into TexNet is in Column AK. Please ensure you select the applicable UC bucket in TexNet when you enter your IGT. It is imperative that you send a screen shot/PDF copy of the confirmation/trace sheet from TexNet or an email with the confirmation number and IGT amount if the TexNet is submitted over the phone, to RAD_UC_Payments@hhsc.state.tx.us. Please include two contacts and their phone numbers and email addresses, should HHSC have any questions regarding the TexNet received.

Government Entities that are IGT'ing for multiple providers may submit one lump sum IGT for their affiliates. All IGTs, even for entities submitting IGT for themselves, must complete the attached allocation form. If a Trace Sheet is received without an IGT allocation form HHSC will allocate the IGT received in accordance with 1 Tex. Admin. Code §355.8201(h)(ii). In the absence of the notification described in 1 Tex. Admin. Code §355.8201(h)(i), each hospital owned by or affiliated with the

governmental entity will receive a portion of its payment amount for that period, based on the hospital's percentage of the total payment amounts for all hospitals owned by or affiliated with that governmental entity.

In accordance with 1 Tex. Admin. Code §355.8201(h)(ii)(C), if a government entity transfers more than the maximum IGT amount that can be provided for that hospital, and that hospital is affiliated with multiple governmental entities, then HHSC will calculate the amount of IGT funds necessary to fund the hospital's payment and HHSC will issue a pro-rata refund to the governmental entity/entities identified by HHSC. HHSC will determine the pro-rata refund, not the government entity/entities or their representative(s).

If you have questions regarding the UC payment process, please send an email to RAD_UC_Payments@hhsc.state.tx.us.

HHSC Hospital Rate Analysis

Texas Health and Human Services Commission
P.O. Box 149030, Mail Code H-400
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78714-9030

TEXAS
Health and Human
Services Commission

Texas Medicaid must comply with federal regulations, which now requires all providers to revalidate their enrollment information every three to five years. In accordance with this federal mandate, Texas Medicaid requires all providers that enrolled before January 1, 2013 to re-enroll by March 24, 2016. Providers can begin this process immediately. Providers can find more information about the federal mandate here. TMHP will hold workshops in various locations around the state, so that providers will have the opportunity to receive personalized help with the re-enrollment process. Providers will be informed of the locations of the workshops, along with specific dates and times, in upcoming articles at TMHP.com. Providers are also encouraged to contact a TMHP provider enrollment representative for guidance on the re-enrollment process. To do this, call the TMHP Contact Center at 1-800-925-9126, Option 2.

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image001.jpg
6 KB

Master Affiliation as of 9_22_15 for Distribution.xlsx
66 KB

DY4 UC Allocation Form.xlsx
16 KB

Advance-2015 DY 4 UC Payment Calculation -9-23-15.xlsx
430 KB

Nereyda Gonzalez

From: Merlen Muñoz [merlen.munoz@co.hidalgo.tx.us]
Sent: Friday, September 25, 2015 12:03 PM
To: Ray Eufracio
Cc: Linda Fong; Sergio Cruz; Dairen Sarmiento; Marcela "Becky" Luna; Nereyda Gonzalez; Eddie Olivarez
Subject: Fwd: AI# 51205
Attachments: DY4 Advance UC Payment IGT Notification (550 KB); DY4 UC Allocation Form.pdf

Good Afternoon Mr. Eufracio,

Attached is the information provided by Dairen. The information includes the email from the State regarding last day to submit IGT into TexNet 10/6/15 as well as the Allocation Form. Please let me know if you need any additional information.

Thank you.

Merlen Munoz
Planning Analyst III
County of Hidalgo Texas
Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7025 Ext: 5403
Fax: 956-292-7035
merlen.munoz@co.hidalgo.tx.us

Reduce, Reuse, Recycle. Go Green!

From: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Cc: "Merlen MuÃ±oz" <merlen.munoz@co.hidalgo.tx.us>, "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
Sent: Thursday, September 24, 2015 10:59:21 AM
Subject: RE: AI# 51205

Please revise my agenda as attached. Also, please attach the DY4 ADV UC PAYMENT IGT NOTIFICATION FILE AND THE DY4 UC ALLOCATION FORM. Thanks!

From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
To: "dairen sarmiento" <dairen.sarmiento@hchd.org>
Cc: "linda fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "becky luna" <becky.luna@auditor.co.hidalgo.tx.us>, "nereyda gonzalez" <nereyda.gonzalez@auditor.co.hidalgo.tx.us>, "eddie olivarez" <eddie.olivarez@hchd.org>, "Norma Garcia" <norma.garcia@treasurer.co.hidalgo.tx.us>, "Alfredo

Zamarripa" <alfredo.zamarripa@co.hidalgo.tx.us>, "Ray Eufracio" <ray.eufracio@auditor.co.hidalgo.tx.us>
Sent: Friday, September 25, 2015 11:24:25 AM
Subject: Re: Health Care Funding District Certification of Revenues

Dairen,

Can you provide the Auditor's Office the requested information.

Respectfully,

Sergio Cruz

Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Ray Eufracio" <ray.eufracio@auditor.co.hidalgo.tx.us>
To: "sergio cruz" <sergio.cruz@co.hidalgo.tx.us>
Cc: "linda fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "becky luna" <becky.luna@auditor.co.hidalgo.tx.us>, "nereyda gonzalez" <nereyda.gonzalez@auditor.co.hidalgo.tx.us>, "eddie olivarez" <eddie.olivarez@hchd.org>, "dairen sarmiento" <dairen.sarmiento@hchd.org>, "Norma Garcia" <norma.garcia@treasurer.co.hidalgo.tx.us>, "Alfredo Zamarripa" <alfredo.zamarripa@co.hidalgo.tx.us>
Sent: Friday, September 25, 2015 10:48:21 AM
Subject: RE: Health Care Funding District Certification of Revenues

Please provide us with documentation from State requesting the transfer of these funds. Thank you.

AI-51268 **Adult Probation** **13. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289) / DA's (1100):

1. Approval to accept the DWI Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court grant.
3. Approval of appropriation of funds in the amount of $166,527.00.
4. Approval to authorize the decrease of supplemental pay allowance for the following employee:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
127531	Criminal DA (080-002)	0026	Asst District Atty IV	$9,814.00	$9,730.00

5. Approval to revise the salary schedule in accordance with Commissioner's Court action.

Veterans Court Grant (1289):

1. Approval to accept the Veteran's Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $92,841.97 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court grant.
3. Approval of appropriation of funds in the amount of $92,841.97.

Prostitution Court Grant (1289):

1. Approval to accept the Prostitution Court grant award from the Office of

Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Prostitution Court grant.
3. Approval of appropriation of funds in the amount of $150,000.00.

ReEntry Court Grant (1289) / Public Defender / DA's (1100):

1. Approval to accept the ReEntry Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the ReEntry Court grant.
3. Approval of appropriation of funds in the amount of $150,000.00.
4. Approval to authorize the decrease/addition of supplemental pay for the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Current Allowance Amount	Proposed Allowance Amount
120227	Public Defender (085-003)	0003	Chief Public Defender	$9,844.00	$9,820.00
077917	Criminal DA (080-002)	0013	Asst District Atty IV	0	$9,800.00

5. Approval to revise the salary schedule (s) in accordance with Commissioner's Court action.

Misd DWI Court Grant (1289) / Public Defender/ DA's (1100):

1. Ratification of application for a Misd DWI Court program grant from the Office of the Governor.
2. Approval to accept the Misd DWI Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
3. Approval of Resolution to designate the authorized official for the grant.
4. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court grant.
5. Approval of appropriation of funds in the amount of $150,000.00.
6. Approval to authorize supplemental pay allowance to the following employees:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount

155179	Public Defender (085-003)	0004	1st Asst Public Defender	$9,850.00
208043	Criminal DA (080-002)	0098	Asst District Atty III	$9,750.00

7. Approval to revise the salary schedule (s) in accordance with Commissioner's Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

PAYMENT OF SUPPLEMENTAL PAY ALLOWANCE AND RELATED FRINGE BENEFITS TO BE PAID FROM THE GENERAL FUND ACCOUNT. EXPENDITURES ARE ON A REIMBURSEMENT BASIS AND WILL BE RECLASSIFIED TO GRANT ONCE REIMBURSEMENT IS RECEIVED.

GRANT FISCAL YEAR: 2016
COUNTY CALENDAR/FISCAL YEAR: 2015
GRANT PERIOD 09/01/15 TO 08/31/16

Attachments

MISD DWI APPROPRIATION
DWI APPROPRIATIONS
PAR's
Appropriation
COR
COR
COR
DWI Award Stmt
DWI Budget Details
Veterans Ct Award Stmt
Veterans Ct Budget Details
Veterans Ct Appropriations
Prostitution Ct Award Stmt
Prostitution Ct Budget Details
Re-Entry Ct Award Stmt

Re-Entry Ct Budget Details
Re-Entry Ct Appropriations
Misd DWI Ct Award Stmt
Misd DWI Ct Resolution
Misd DWI Ct Budget Details

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 12:27 PM
Human Resources	Diana Munoz	09/24/2015 02:37 PM
Manuel Chapa	Debbie Tamez	09/25/2015 03:43 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Diana Solis		Started On: 09/08/2015 03:00 PM
Final Approval Date: 09/25/2015		

DATE: September 29, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: MISD DWI COURT
ACCOUNT NUMBER: 5-1289-423-00-320-046-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-	046-	6-	113		Misd DWI Court	Full-Time Employees	91,812.00
5-1289-423-00-320-	046-	6-	117		Misd DWI Court	Supplemental Pay	19,600.00
5-1289-423-00-320-	046-	6-	211		Misd DWI Court	Health Insurance	17,383.75
5-1289-423-00-320-	046-	6-	212		Misd DWI Court	Life Insurance	70.86
5-1289-423-00-320-	046-	6-	220		Misd DWI Court	FICA	8,527.80
5-1289-423-00-320-	046-	6-	230		Misd DWI Court	Retirement	11,915.03
5-1289-423-00-320-	046-	6-	250		Misd DWI Court	Unemployment Compensation	668.92
5-1289-423-00-320-	046-	6-	260		Misd DWI Court	Worker's Compensation	21.64
					TOTAL APPROPRIATION		**150,000.00**
5-1289-334-10-320-	046-	6-	000		Funding Revenue FY2016		150,000.00
					TOTAL REVENUES		**150,000.00**

REASON:

To setup the FY2016 Misd DWI Court budget from 9/01/2015 to 8/31/2016. Budget #2881401

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

FY2016 MISD DWI APPROPRIATION DETAILS

CSCD	Attorney	Prosecutor	TOTAL
91,812.00	0.00	0.00	91,812.00
0.00	9,850.00	9,750.00	19,600.00
15,793.80	770.99	818.96	17,383.75
61.05	4.76	5.05	70.86
7,022.66	756.41	748.73	8,527.80
9,759.62	1,047.64	1,107.77	11,915.03
550.87	59.33	58.72	668.92
0.00	10.87	10.77	21.64
125,000.00	12,500.00	12,500.00	150,000.00
125,000.00	12,500.00	12,500.00	Budgeted
0.00	0.00	0.00	

DATE: September 29, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 5-1289-423-00-320-032-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-	032-	6-	113		DWI Court-	Full-Time Employees	101,526.00
5-1289-423-00-320-	032-	6-	117		DWI Court-	Supplemental Pay	9,730.00
5-1289-423-00-320-	032-	6-	211		DWI Court-	Health Insurance	22,081.10
5-1289-423-00-320-	032-	6-	212		DWI Court-	Life Insurance	77.55
5-1289-423-00-320-	032-	6-	220		DWI Court-	FICA	8,513.69
5-1289-423-00-320-	032-	6-	230		DWI Court-	Retirement	11,845.15
5-1289-423-00-320-	032-	6-	250		DWI Court-	Unemployment Compensation	667.76
5-1289-423-00-320-	032-	6-	260		DWI Court-	Worker's Compensation	10.75
5-1289-423-00-320-	032-	6-	583		DWI Court-	Out of County Employee Travel	4,200.00
5-1289-423-00-320-	032-	6-	584		DWI Court-	Registration Fees	800.00
5-1289-423-00-320-	032-	6-	610		DWI Court-	General Supplies	5,000.00
5-1289-423-00-320-	032-	6-	660		DWI Court-	Furnishings & Equipment-Controlled	2,075.00
					TOTAL APPROPRIATION		**166,527.00**
5-1289-334-10-320-	032-	6-	000		Funding-Revenues		166,527.00
					TOTAL REVENUES		**166,527.00**

REASON:

To setup the FY2016 DWI Grant Budget #2413906 from 9/1/2015 - 8/31/2016.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

FY2016 DWI APPROPRIATION DETAILS

CSCD	Prosecutor	TOTAL	
$101,526.00	$0.00	$101,526.00	
$0.00	$9,730.00	$9,730.00	
$21,384.88	$696.22	$22,081.10	
$73.26	$4.29	$77.55	
$7,766.49	$747.20	$8,513.69	
$10,792.21	$1,052.94	$11,845.15	
$609.16	$58.60	$667.76	
$0.00	$10.75	$10.75	
$142,152.00	$12,300.00	$154,452.00	
$142,152.00	$12,300.00	$154,452.00	Budgeted
0.00	0.00	0.00	Diff

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 18 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIM DA (080-002) DATE: 9/11/2015

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV CURRENT SLOT #: 0026

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DECREASE IN SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 9,814.00	$ 9,730.00	$ (84.00)
Current Allowance Amount	Proposed Allowance Amount	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other ADULT PROBATION - RECLASS OF EXPENDITURES TO DWI COURT GRANT (5-1289-423-00-320-032-6-XXX).

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[X]
Non-Exempt	[ ]	Non-Exempt	[ ]
N/A	[ ]		

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

THE DWI GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSOCIATED WITH ONE PROSECUTOR POSITION OR REPRESENTATIVE FROM THE DA'S OFFICE WHO REVIEWS CASES FOR ENTERANCE OF OFFENDERS INTO THE PROGRAM AND PARTICIPATES IN THE STAFFING OF CASES. THE DECREASE IN SUPPLEMENTAL PAY IS REQUIRED TO COVER THE FRINGE BENEFITS ASSOCIATED TO THIS PAY.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	09/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO *
2.	HUMAN RESOURCES DIRECTOR	9/28/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

* See 1st page for funding source.

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
SEP 15 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 9/11/2015

CURRENT POSITION TITLE: CHIEF PUBLIC DEFENDER CURRENT SLOT #: 0003

REQUESTED POSITION TITLE: CHIEF PUBLIC DEFENDER

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DECREASE IN SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 9,844.00 (Current Allowance Amount) $ 9,820.00 (Proposed Allowance Amount) $ (24.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other ADULT PROBATION - RECLASS OF EXPENDITURES TO RE-ENTRY COURT GRANT (5-1289-423-00-320-044-6-XXX).

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

THE RE-ENTRY GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSCOCIATED WITH ONE DEFENSE ATTORNEY POSITION OR REPRESENTATIVE FROM THE PUBLIC DEFENDER'S OFFICE WHO PROVIDES LEGAL SERVICES TO OFFENDERS WHO HAVE PARTICIPATED IN THE SAFETY NOW PROGRAM AND HAVE BEEN RELEASED AND ARE PLACED ON PROBATION; UNDER THIS PROGRAM THE OFFENDERS ARE LEGALY OBLICGATED TO REPORT TO A DISTRICT JUDGE & PROSECUTOR EVERY TWO WEEKS TO BE MONITORED FOR SUCCESSFUL TRANSITIONS INTO COMMUNITY LIFE.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/14/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	9/24/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

APPROVED BY
OFFICE OF EXECUTIVE OFFICER

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: CRIM DA (080-002) DATE: 9/11/2015

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV CURRENT SLOT #: 0013

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV

RECEIVED
SEP 18 2015
HUMAN RESOURCES

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other AUTHORIZE SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 0.00	$ 9,800.00	$ 9,800.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other ADULT PROBATION - RECLASS OF EXPENDITURES TO RE-ENTRY COURT GRANT (5-1289-423-00-320-044-6-XXX).

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[X]
Non-Exempt	[ ]	Non-Exempt	[ ]
N/A	[ ]		

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

THE RE-ENTRY GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSOCIATED WITH ONE PROSECUTOR POSITION OR REPRESENTATIVE FROM THE DA'S OFFICE WHO PROVIDES LEGAL SERVICES TO OFFENDERS WHO HAVE PARTICIPATED IN THE SAFETY PROGRAM AND NOW HAVE BEEN RELEASED AND ARE PLACED ON PROBATION; UNDER THIS PROGRAM THE OFFENDERS ARE LEGALLY OBLIGATED TO REPORT TO A

DISTRICT JUDGE AND PROSECUTOR EVERY TWO WEEKS TO BE MONITORED FOR SUCCESSFUL TRANSITION INTO COMMUNITY LIFE.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	09/16/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO *
2.	HUMAN RESOURCES DIRECTOR	9/22/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

* See 1st page for funding source.

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
SEP 15 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PUBLIC DEFENDER (085-003) DATE: 9/11/2015

CURRENT POSITION TITLE: 1st ASSISTANT PUBLIC DEFENDER CURRENT SLOT #: 0004

REQUESTED POSITION TITLE: 1st ASSISTANT PUBLIC DEFENDER

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other AUTHORIZE SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 0.00	$ 9,850.00	$ 9,850.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other ADULT PROBATION - RECLASS OF EXPENDITURES TO MISD DWI COURT GRANT (5-1289-423-00-320-046-6-XXX).

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $_____ Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[X]
Non-Exempt	[X]	Non-Exempt	[ ]
N/A	[ ]		

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

THE MISD DWI COURT GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSOCIATED WITH ONE DEFENSE ATTORNEY POSITION OR REPRESENTATIVE FROM THE PUBLIC DEFENDER'S OFFICE WHO PROVIDES LEGAL SERVICES TO OFFENDERS WHO ARE PARTICIPATING IN THE PROGRAM. ALL PHASE ONE PARTICIPANTS MUST ATTEND EVERY MONDAY MORNING COURT IN THE COUNTY COURT AT LAW #2, AS MANDATED.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	9/14/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	9/24/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

APPROVED BY
OFFICE OF EXECUTIVE OFFICER

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 18 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIM DA (080-002) DATE: 9/11/2015

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III CURRENT SLOT #: 0098

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other AUTHORIZE SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 0.00	$ 9,750.00	$ 9,750.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other ADULT PROBATION - RECLASS OF EXPENDITURES TO MISDEMEANOR DWI COURT GRANT (5-1289-423-00-320-046-6-XXX).

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[X]	Exempt	[X]
Non-Exempt	[ ]	Non-Exempt	[ ]
N/A	[ ]		

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

THE MISDEMEANOR DWI COURT PROGRAM GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSOCIATED WITH ONE PROSECUTOR OR REPRESENTATIVE FROM THE DA'S OFFICE WHO REVIEW CASES FOR ENTERANCE OF OFFENDERS INTO THE PROGRAM AND PARTICIAPTES IN THE STAFFING OF CASES.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Rosalinda Cantu DEPARTMENT HEAD	09/16/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO *	
2.	Esther A Cortez HUMAN RESOURCES DIRECTOR	9/24/2015 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	 COMMISSIONERS' COURT APPROVAL	 Date				

* See 1st page for funding source.

DATE: September 29, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: PROSTITUTION PREVENTION PROGRAM
ACCOUNT NUMBER: 5-1289-423-00-320-043-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME	AMOUNT
5-1289-423-00-320-	043-	6-	113		Prostitution Prevention P1 Full-Time Employees	90,135.00
5-1289-423-00-320-	043-	6-	211		Prostitution Prevention P1 Health Insurance	13,124.76
5-1289-423-00-320-	043-	6-	212		Prostitution Prevention P1 Life Insurance	36.63
5-1289-423-00-320-	043-	6-	220		Prostitution Prevention P1 FICA	6,894.45
5-1289-423-00-320-	043-	6-	230		Prostitution Prevention P1 Retirement	9,581.35
5-1289-423-00-320-	043-	6-	250		Prostitution Prevention P1 Unemployment Compensation	540.81
5-1289-423-00-320-	043-	6-	350		Prostitution Prevention P1 Other Services	26,987.00
5-1289-423-00-320-	043-	6-	583		Prostitution Prevention P1 Out of County Travel	2,100.00
5-1289-423-00-320-	043-	6-	584		Prostitution Prevention P1 Registration Fees	400.00
5-1289-423-00-320-	043-	6-	610		Prostitution Prevention P1 General Supplies	200.00
					TOTAL APPROPRIATION	**150,000.00**
5-1289-334-10-320-	043-	6-	000		Funding Revenue FY2016	150,000.00
					TOTAL REVENUES	**150,000.00**

REASON:

To setup the FY2016 Prostitution Prevention Budget #2752003 from 9/01/2015 to 8/31/2016.

Arnold K. Patrick, Director — Date — Ray Eufracio, CPA — Date

Hidalgo County CSCD

90,135.00
13,124.76
36.63
6,894.45
9,581.35
540.81
120,313.00
120,313.00

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 22, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Office of the Governor Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 150,000.00	Award No. 2881401 Misdemeanor DWI Court Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/28/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-51268 **Adult Probation** **23. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289)

1. Approval to accept the DWI Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court grant.
3. Approval of appropriate of funds in the amount of $166,527.00.

Veterans Court Grant (1289)

1. Approval to accept the Veteran's Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $92,841.97 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court grant.
3. Approval of appropriate of funds in the amount of $92,841.97.

Prostitution Court Grant (1289)

1. Approval to accept the Prostitution Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Prostitution Court grant.
3. Approval of appropriate of funds in the amount of $150,000.00

ReEntry Court Grant (1289)

1. Approval to accept the ReEntry Court grant award from the Office of

Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the ReEntry Court grant.
3. Approval of appropriate of funds in the amount of $150,000.00

Misd DWI Court Grant (1289)
1. Ratification of application for a Misd DWI Court program grant from the Office of the Governor.
2. Approval to accept the Misd DWI Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
3. Approval of Resolution to designate the authorized official for the grant.
4. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court grant.
5. Approval of appropriate of funds in the amount of $150,000.00

BACKGROUND

Fiscal Impact

Attachments

MISD DWI APPROPRIATION
DWI APPROPRIATIONS
DWI Award Stmt
DWI Budget Details
Veterans Ct Award Stmt
Veterans Ct Budget Details
Veterans Ct Appropriations
Prostitution Ct Award Stmt
Prostitution Ct Budget Details
Prostitution Ct Appropriations
Re-Entry Ct Award Stmt
Re-Entry Ct Budget Details
Re-Entry Ct Appropriations
Misd DWI Ct Award Stmt
Misd DWI Ct Resolution
Misd DWI Ct Budget Details

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 12:27 PM
Human Resources		
Manuel Chapa		
Auditor's Office		
Purchasing Department		
Form Started By: Diana Solis		Started On: 09/08/2015 03:00 PM

Rossana Schettino

From: Diana Solis [diana.solis@hidalgocountycscd.org]
Sent: Tuesday, September 22, 2015 8:36 AM
To: 'Rossana Schettino'
Subject: FW: FY2016 Egrants & AI-51268

Reminder:
Please certify the revenues on the following egrants.
DWI
ReEntry Court
Prostitution Court
Veterans Court
Misd DWI Court.

Thanks.

Diana Solis

From: Diana Solis
Sent: Wednesday, September 09, 2015 3:21 PM
To: 'debbie.tamez@co.hidalgo.tx.us'; 'Rossana Schettino'
Cc: Deborah Fischer
Subject: FY2016 Egrants & AI-51268

Hello Ladies;
I am working on the agenda item to have the grants from the Governors' office approved by Commissioner's Court. I will need for the auditor's office to certify the revenues. Still pending is the appropriations for the DWI, the Misd DWI, and the Re-Entry Court due to the supplemental salary.

Any questions let me know. Thanks.

Diana G. Solis
Budget Director
Hidalgo County CSCD
P O Box 970
Edinburg, TX 78540
Phone (956) 587-6008
Shortel ext 4413
Fax (956) 318-2488

DATE: September 29, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: MISD DWI COURT
ACCOUNT NUMBER: 5-1289-423-00-320-046-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-	046-	6-	113		Misd DWI Court	Full-Time Employees	91,812.00
5-1289-423-00-320-	046-	6-	117		Misd DWI Court	Supplemental Pay	19,600.00
5-1289-423-00-320-	046-	6-	211		Misd DWI Court	Health Insurance	17,383.75
5-1289-423-00-320-	046-	6-	212		Misd DWI Court	Life Insurance	70.86
5-1289-423-00-320-	046-	6-	220		Misd DWI Court	FICA	8,527.80
5-1289-423-00-320-	046-	6-	230		Misd DWI Court	Retirement	11,915.03
5-1289-423-00-320-	046-	6-	250		Misd DWI Court	Unemployment Compensation	668.92
5-1289-423-00-320-	046-	6-	260		Misd DWI Court	Worker's Compensation	21.64
					TOTAL APPROPRIATION		**150,000.00**
5-1289-334-10-320-	046-	6-	000		Funding Revenue FY2016		150,000.00
					TOTAL REVENUES		**150,000.00**

REASON:

To setup the FY2016 Misd DWI Court budget from 9/01/2015 to 8/31/2016. Budget #2881401

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

FY2016 MISD DWI APPROPRIATION DETAILS

CSCD	Attorney	Prosecutor	TOTAL
91,812.00	0.00	0.00	91,812.00
0.00	9,850.00	9,750.00	19,600.00
15,793.80	770.99	818.96	17,383.75
61.05	4.76	5.05	70.86
7,022.66	756.41	748.73	8,527.80
9,759.62	1,047.64	1,107.77	11,915.03
550.87	59.33	58.72	668.92
0.00	10.87	10.77	21.64
125,000.00	12,500.00	12,500.00	150,000.00
125,000.00	12,500.00	12,500.00	Budgeted
0.00	0.00	0.00	

Print This Page

Agency Name: Hidalgo County
Grant/App: 2881401 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Misdemeanor DWI Court Program
Status: Pending AO Acceptance of Award

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Attorney	The attorney will provide legal advise and counsel to all participants in the program. Additionally, the attorney will participate in all staffings.	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions.	$42,484.00	$0.00	$0.00	$0.00	$42,484.00	100
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of offenders' progress.	$53,550.00	$0.00	$0.00	$0.00	$53,550.00	100
Personnel	Probation Officer	Probation Officer (2) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of offenders' progress.	$28,966.00	$0.00	$0.00	$0.00	$28,966.00	50
Personnel	Prosecutor	Prosecutor representative from DA office ; Prosecutor reviews the cases for entrance into the program; prosecutor participates in the staffings.	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15

You are logged in as **User Name**: apatrick

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division rules in Title 1, Part 1, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded as well as any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2881401	**Award Amount:**	$150,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$150,000.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Misdemeanor DWI Court Program		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$32,764,872.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	8/11/2015			

Hidalgo County Misd DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Misd DWI Court be operated for the 2015 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Misd DWI Court to the Office of the Governor, Criminal Justice Division.

Signed:

County Judge

Passed and Approved this 29th day of September 2015

Grant Number: 2881401

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 22, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Office of the Governor Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 150,000.00	Award No. 2752003 Hidalgo County Prostitution Court Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/28/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-51268 **Adult Probation** **23. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289)

1. Approval to accept the DWI Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court grant.
3. Approval of appropriate of funds in the amount of $166,527.00.

Veterans Court Grant (1289)

1. Approval to accept the Veteran's Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $92,841.97 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court grant.
3. Approval of appropriate of funds in the amount of $92,841.97.

Prostitution Court Grant (1289)

1. Approval to accept the Prostitution Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Prostitution Court grant.
3. Approval of appropriate of funds in the amount of $150,000.00

ReEntry Court Grant (1289)

1. Approval to accept the ReEntry Court grant award from the Office of

Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the ReEntry Court grant.
3. Approval of appropriate of funds in the amount of $150,000.00

Misd DWI Court Grant (1289)
1. Ratification of application for a Misd DWI Court program grant from the Office of the Governor.
2. Approval to accept the Misd DWI Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
3. Approval of Resolution to designate the authorized official for the grant.
4. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court grant.
5. Approval of appropriate of funds in the amount of $150,000.00

BACKGROUND

Fiscal Impact

Attachments

MISD DWI APPROPRIATION
DWI APPROPRIATIONS
DWI Award Stmt
DWI Budget Details
Veterans Ct Award Stmt
Veterans Ct Budget Details
Veterans Ct Appropriations
Prostitution Ct Award Stmt
Prostitution Ct Budget Details
Prostitution Ct Appropriations
Re-Entry Ct Award Stmt
Re-Entry Ct Budget Details
Re-Entry Ct Appropriations
Misd DWI Ct Award Stmt
Misd DWI Ct Resolution
Misd DWI Ct Budget Details

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 12:27 PM
Human Resources		
Manuel Chapa		
Auditor's Office		
Purchasing Department		
Form Started By: Diana Solis		Started On: 09/08/2015 03:00 PM

Rossana Schettino

From: Diana Solis [diana.solis@hidalgocountycscd.org]
Sent: Tuesday, September 22, 2015 8:36 AM
To: 'Rossana Schettino'
Subject: FW: FY2016 Egrants & AI-51268

Reminder:
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DWI
ReEntry Court
Prostitution Court
Veterans Court
Misd DWI Court.

Thanks.

Diana Solis

From: Diana Solis
Sent: Wednesday, September 09, 2015 3:21 PM
To: 'debbie.tamez@co.hidalgo.tx.us'; 'Rossana Schettino'
Cc: Deborah Fischer
Subject: FY2016 Egrants & AI-51268

Hello Ladies;
I am working on the agenda item to have the grants from the Governors' office approved by Commissioner's Court. I will need for the auditor's office to certify the revenues. Still pending is the appropriations for the DWI, the Misd DWI, and the Re-Entry Court due to the supplemental salary.

Any questions let me know. Thanks.

Diana G. Solis
Budget Director
Hidalgo County CSCD
P O Box 970
Edinburg, TX 78540
Phone (956) 587-6008
Shortel ext 4413
Fax (956) 318-2488

DATE: September 29, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: PROSTITUTION PREVENTION PROGRAM
ACCOUNT NUMBER: 5-1289-423-00-320-043-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1289-423-00-320-043-6-113	Prostitution Prevention Pi Full-Time Employees	90,135.00
5-1289-423-00-320-043-6-211	Prostitution Prevention Pi Health Insurance	13,124.76
5-1289-423-00-320-043-6-212	Prostitution Prevention Pi Life Insurance	36.63
5-1289-423-00-320-043-6-220	Prostitution Prevention Pi FICA	6,894.45
5-1289-423-00-320-043-6-230	Prostitution Prevention Pi Retirement	9,581.35
5-1289-423-00-320-043-6-250	Prostitution Prevention Pi Unemployment Compensation	540.81
5-1289-423-00-320-043-6-350	Prostitution Prevention Pi Contract Service	26,987.00
5-1289-423-00-320-043-6-583	Prostitution Prevention Pi Out of County Travel	2,100.00
5-1289-423-00-320-043-6-584	Prostitution Prevention Pi Registration Fees	400.00
5-1289-423-00-320-043-6-610	Prostitution Prevention Pi General Supplies	200.00
	TOTAL APPROPRIATION	**150,000.00**
5-1289-334-10-320-043-6-000	Funding Revenue FY2016	150,000.00
	TOTAL REVENUES	**150,000.00**

REASON:

To setup the FY2016 Prostitution Prevention Budget #2752003 from 9/01/2015 to 8/31/2016.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

*** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW ***

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded as well as any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2752003	**Award Amount:**	$150,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$150,000.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Prostitution Court Program		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$32,764,872.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	8/11/2015			

Print This Page

Agency Name: Hidalgo County
Grant/App: 2752003 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Hidalgo County Prostitution Court Program
Status: Pending Final Approval

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Licensed Professional Counselor (LPC) will provide assessments for the participants as well as counseling services to the participants of the program, according to their needs.	$64,150.00	$0.00	$0.00	$0.00	$64,150.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	Funds for training for the personnel to attend training pertinent to problem solving courts to include mileage.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Operating supplies for the grant activities such as paper, folders, calculators, etc	$200.00	$0.00	$0.00	$0.00	$200.00	0
Personnel	Probation Officer	Probation Officer will provide supervision for the participants in the program. The officer will monitor the progress of the offenders in the program and provide case management.	$56,163.00	$0.00	$0.00	$0.00	$56,163.00	100
	Substance Abuse-	Advocacy in the form of transportation for clients; transportation will be for services that clients need to attend as part of the program. Travel services to be available to participants in the program if they need them. Research has shown that women offenders have different needs than male offenders. One of areas that female offenders may struggle with is transportation. Based on each individualized assessment of the participants, they will be referred to treatment. In the event that the participants do not have						

Contractual and Professional Services	Related Case Management, Counseling, Outpatient, and/or Treatment Services	transportation to the appointments, the money requested in this item will be used to reimburse a company that can provide transportation services. The form of transportation will be by car or van. Public transportation in Hidalgo County is almost non existent and this service will assist the participant in remaining treatment compliant. The method to assure services will be only for program purposes can be accomplished by probation staff being the ones who make the travel arrangements and keep a log. If awarded funds for this, the CSCD Budget office will also keep track of invoices of the transportation log.	$26,987.00	$0.00	$0.00	$0.00	$26,987.00	0

You are logged in as **User Name**: apatrick

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 22, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Office of the Governor Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 150,000.00	Award No. 2800302 Hidalgo County CSCD Re-Entry Court

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/28/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-51268 **Adult Probation** **23. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Court Grant (1289)
1. Approval to accept the DWI Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $166,527.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court grant.
3. Approval of appropriate of funds in the amount of $166,527.00.

Veterans Court Grant (1289)
1. Approval to accept the Veteran's Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $92,841.97 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court grant.
3. Approval of appropriate of funds in the amount of $92,841.97.

Prostitution Court Grant (1289)
1. Approval to accept the Prostitution Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Prostitution Court grant.
3. Approval of appropriate of funds in the amount of $150,000.00

ReEntry Court Grant (1289)
1. Approval to accept the ReEntry Court grant award from the Office of

Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
2. Approval of certification of revenues as approved by the County Auditor's Office for the ReEntry Court grant.
3. Approval of appropriate of funds in the amount of $150,000.00

Misd DWI Court Grant (1289)
1. Ratification of application for a Misd DWI Court program grant from the Office of the Governor.
2. Approval to accept the Misd DWI Court grant award from the Office of Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2015 through 8/31/2016.
3. Approval of Resolution to designate the authorized official for the grant.
4. Approval of certification of revenues as approved by the County Auditor's Office for the Misd DWI Court grant.
5. Approval of appropriate of funds in the amount of $150,000.00

BACKGROUND

Fiscal Impact

Attachments

MISD DWI APPROPRIATION
DWI APPROPRIATIONS
DWI Award Stmt
DWI Budget Details
Veterans Ct Award Stmt
Veterans Ct Budget Details
Veterans Ct Appropriations
Prostitution Ct Award Stmt
Prostitution Ct Budget Details
Prostitution Ct Appropriations
Re-Entry Ct Award Stmt
Re-Entry Ct Budget Details
Re-Entry Ct Appropriations
Misd DWI Ct Award Stmt
Misd DWI Ct Resolution
Misd DWI Ct Budget Details

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 12:27 PM
Human Resources		
Manuel Chapa		
Auditor's Office		
Purchasing Department		
Form Started By: Diana Solis		Started On: 09/08/2015 03:00 PM

Rossana Schettino

From: Diana Solis [diana.solis@hidalgocountycscd.org]
Sent: Tuesday, September 22, 2015 8:36 AM
To: 'Rossana Schettino'
Subject: FW: FY2016 Egrants & AI-51268

Reminder:
Please certify the revenues on the following egrants.
DWI
ReEntry Court
Prostitution Court
Veterans Court
Misd DWI Court.

Thanks.

Diana Solis

From: Diana Solis
Sent: Wednesday, September 09, 2015 3:21 PM
To: 'debbie.tamez@co.hidalgo.tx.us'; 'Rossana Schettino'
Cc: Deborah Fischer
Subject: FY2016 Egrants & AI-51268

Hello Ladies;
I am working on the agenda item to have the grants from the Governors' office approved by Commissioner's Court. I will need for the auditor's office to certify the revenues. Still pending is the appropriations for the DWI, the Misd DWI, and the Re-Entry Court due to the supplemental salary.

Any questions let me know. Thanks.

Diana G. Solis
Budget Director
Hidalgo County CSCD
P O Box 970
Edinburg, TX 78540
Phone (956) 587-6008
Shortel ext 4413
Fax (956) 318-2488

DATE: September 29, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: RE-ENTRY COURT
ACCOUNT NUMBER: 5-1289-423-00-320-044-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-044-6-113	Re-Entry Court	Full-Time Employees	92,148.00
5-1289-423-00-320-044-6-117	Re-Entry Court	Supplemental Pay	19,620.00
5-1289-423-00-320-044-6-211	Re-Entry Court	Health Insurance	17,005.73
5-1289-423-00-320-044-6-212	Re-Entry Court	Life Insurance	68.53
5-1289-423-00-320-044-6-220	Re-Entry Court	FICA	8,555.61
5-1289-423-00-320-044-6-230	Re-Entry Court	Retirement	11,909.40
5-1289-423-00-320-044-6-250	Re-Entry Court	Unemployment Compensation	671.07
5-1289-423-00-320-044-6-260	Re-Entry Court	Worker's Compensation	21.66
TOTAL APPROPRIATION			**150,000.00**
5-1289-334-10-320-044-6-000	Funding Revenue FY2016		150,000.00
TOTAL REVENUES			**150,000.00**

REASON:

To setup the FY2016 Re-Entry Court budget from 9/01/2015 to 8/31/2016. Budget #2800302

Comm Ct.
10/14/14

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

FY2016 ReENTRY COURT APPROPRIATIONS DETAILS

CSCD	Attorney	Prosecutor	TOTAL	
92,148.00	0.00	0.00	92,148.00	
0.00	9,820.00	9,800.00	19,620.00	
15,793.80	596.97	614.96	17,005.73	
61.05	3.69	3.79	68.53	
7,048.93	754.11	752.57	8,555.61	
9,795.33	1,055.24	1,058.83	11,909.40	
552.89	59.15	59.03	671.07	
0.00	10.84	10.82	21.66	
125,400.00	12,300.00	12,300.00	150,000.00	
125,400.00	12,300.00	12,300.00	150,000.00	Budgeted

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

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Grant Number:	2800302	**Award Amount:**	$150,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$150,000.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County CSCD Re-Entry Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$32,764,872.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	8/11/2015			

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Agency Name: Hidalgo County
Grant/App: 2800302 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Hidalgo County CSCD Re-Entry Court
Status: Pending AO Acceptance of Award

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Assistant	Provide clerical support for the Re-Entry Court Program. Keep track of all referrals to the clinical team. Make sure all clinical files are maintained in accordance to HIPPA.	$36,000.00	$0.00	$0.00	$0.00	$36,000.00	100
Personnel	Attorney	Defense Attorney (1) will provide legal services for all participants	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor (1) to provide direct services to participants to help address individual substance abuse problems.	$59,000.00	$0.00	$0.00	$0.00	$59,000.00	100
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor (2) to provide direct services to participants to help address individual substance abuse problems.	$30,400.00	$0.00	$0.00	$0.00	$30,400.00	50
Personnel	Prosecutor	Prosecutor (1) to represent the state government and its citizens during court proceedings.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: apatrick

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

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Grant Number:	2413906	**Award Amount:**	$166,527.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$166,527.00
Program Fund:	DC-Drug Court Program		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County DWI Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-DC-ST-0012
Total Federal Award/State Funds Appropriated:	$750,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the program is to support specialty courts as defined in Chapter 121 of the Texas Government Code, which incorporate the essential characteristics of: 1) Family Drug Court Programs from Chapter 122 of the Texas Government Code; 2) Drug Court Programs from Chapter 123 of the Texas Government Code; 3) Veterans Court Programs from Chapter 124 of the Texas Government Code; 4) Mental Health Court Programs from Chapter 125 of the Texas Government Code; or 5) Commercially Sexually Exploited Persons Court Programs from Chapter 126 of the Texas Government Code.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	8/10/2015			

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Agency Name: Hidalgo County
Grant/App: 2413906 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Hidalgo County DWI Court
Status: Pending AO Acceptance of Award

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.	$41,500.00	$0.00	$0.00	$0.00	$41,500.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for staff members attaning in state trainings and conferences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for staff members in the program attending national trainings and confences.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress.	$61,500.00	$0.00	$0.00	$0.00	$61,500.00	100
Personnel	Probation Officer	Probation Officer (2) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid	$39,152.00	$0.00	$0.00	$0.00	$39,152.00	100

		with the GPI.						
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1 Fatal vision Simulation goggles startup kit @ $875.00 to be utilized by counselors to demonstrate the dangers of driving under the influence of mind altering substances.	$875.00	$0.00	$0.00	$0.00	$875.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	2 Professional Alcohol Breath Tester devices @ $600.00 each to be utilized by Probation Officers to test defendants for alcohol during office visits, feild visits, and random alcohol testing as requested by the Courts.	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

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Grant Number:	2431505	**Award Amount:**	$92,841.97
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$92,841.97
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Veterans Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$32,764,872.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	8/10/2015			

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Agency Name: Hidalgo County
Grant/App: 2431505 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Hidalgo County Veterans Court
Status: Pending AO Acceptance of Award

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Licensed Counselor to provide services to offenders; will provide both individual and group sessions; the counselor will work in conjunction with the probation officer and the treatment team; the counselor will participate in the staffings as well. This is half of the salary because the other half will be paid from another source.	$34,500.00	$0.00	$0.00	$0.00	$34,500.00	50
Personnel	Counselor and/or Therapist (non-licensed)	Clinical Psychologist to provide feedback and assessment for treatment team and participants. Psychologist will participate in staffings and work in conjunction with the probation officer, treatment providers, counselors to ensure the participant is receiving the services they need.	$5,500.00	$0.00	$0.00	$0.00	$5,500.00	5
Personnel	Probation Officer	The probation officer provides monitoring for the offenders in the program; the probation officer provides the case management for the offenders and provides the progress to the judge during the staffings and also participates in the status hearings.	$52,841.97	$0.00	$0.00	$0.00	$52,841.97	100

You are logged in as **User Name**: apatrick

DATE: September 29, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: VETERANS COURT
ACCOUNT NUMBER: 5-1289-423-00-320-033-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-	033-	6-	113		Veterans Court-	Full-Time Employees	69,035.00
5-1289-423-00-320-	033-	6-	211		Veterans Court-	Health Insurance	10,736.19
5-1289-423-00-320-	033-	6-	212		Veterans Court-	Life Insurance	37.85
5-1289-423-00-320-	033-	6-	220		Veterans Court-	FICA	5,280.30
5-1289-423-00-320-	033-	6-	230		Veterans Court-	Retirement	7,338.42
5-1289-423-00-320-	033-	6-	250		Veterans Court-	Unemployment Compensation	414.21
					TOTAL APPROPRIATION		**92,841.97**
5-1289-334-10-320-	033-	6-	000		Funding Revenue FY2016		92,841.97
					TOTAL REVENUES		**92,841.97**

REASON:

To setup the FY2016 Veterans Court Budget #2431505 from 9/1/2015 to 8/31/2016.

Comm Ct

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

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Grant Number:	2752003	**Award Amount:**	$150,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$150,000.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Prostitution Court Program		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$32,764,872.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	8/11/2015			

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Agency Name: Hidalgo County
Grant/App: 2752003 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Hidalgo County Prostitution Court Program
Status: Pending Final Approval

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Licensed Professional Counselor (LPC) will provide assessments for the participants as well as counseling services to the participants of the program, according to their needs.	$64,150.00	$0.00	$0.00	$0.00	$64,150.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	Funds for training for the personnel to attend training pertinent to problem solving courts to include mileage.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Operating supplies for the grant activities such as paper, folders, calculators, etc	$200.00	$0.00	$0.00	$0.00	$200.00	0
Personnel	Probation Officer	Probation Officer will provide supervision for the participants in the program. The officer will monitor the progress of the offenders in the program and provide case management.	$56,163.00	$0.00	$0.00	$0.00	$56,163.00	100
	Substance Abuse-	Advocacy in the form of transportation for clients; transportation will be for services that clients need to attend as part of the program. Travel services to be available to participants in the program if they need them. Research has shown that women offenders have different needs than male offenders. One of areas that female offenders may struggle with is transportation. Based on each individualized assessment of the participants, they will be referred to treatment. In the event that the participants do not have						

Contractual and Professional Services	Related Case Management, Counseling, Outpatient, and/or Treatment Services	transportation to the appointments, the money requested in this item will be used to reimburse a company that can provide transportation services. The form of transportation will be by car or van. Public transportation in Hidalgo County is almost non existent and this service will assist the participant in remaining treatment compliant. The method to assure services will be only for program purposes can be accomplished by probation staff being the ones who make the travel arrangements and keep a log. If awarded funds for this, the CSCD Budget office will also keep track of invoices of the transportation log.	$26,987.00	$0.00	$0.00	$0.00	$26,987.00	0

You are logged in as **User Name**: apatrick

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Grant Number:	2800302	**Award Amount:**	$150,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$150,000.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County CSCD Re-Entry Court		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$32,764,872.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	8/11/2015			

Print This Page

Agency Name: Hidalgo County
Grant/App: 2800302 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Hidalgo County CSCD Re-Entry Court
Status: Pending AO Acceptance of Award

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Assistant	Provide clerical support for the Re-Entry Court Program. Keep track of all referrals to the clinical team. Make sure all clinical files are maintained in accordance to HIPPA.	$36,000.00	$0.00	$0.00	$0.00	$36,000.00	100
Personnel	Attorney	Defense Attorney (1) will provide legal services for all participants	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor (1) to provide direct services to participants to help address individual substance abuse problems.	$59,000.00	$0.00	$0.00	$0.00	$59,000.00	100
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor (2) to provide direct services to participants to help address individual substance abuse problems.	$30,400.00	$0.00	$0.00	$0.00	$30,400.00	50
Personnel	Prosecutor	Prosecutor (1) to represent the state government and its citizens during court proceedings.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: apatrick

DATE: September 29, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: RE-ENTRY COURT
ACCOUNT NUMBER: 5-1289-423-00-320-044-6-XXX

SUBJECT: Budget Amendments (decrease/increase) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
5-1289-423-00-320-	044-	6-	113		Re-Entry Court	Full-Time Employees	92,148.00
5-1289-423-00-320-	044-	6-	117		Re-Entry Court	Supplemental Pay	19,620.00
5-1289-423-00-320-	044-	6-	211		Re-Entry Court	Health Insurance	17,005.73
5-1289-423-00-320-	044-	6-	212		Re-Entry Court	Life Insurance	68.53
5-1289-423-00-320-	044-	6-	220		Re-Entry Court	FICA	8,555.61
5-1289-423-00-320-	044-	6-	230		Re-Entry Court	Retirement	11,909.40
5-1289-423-00-320-	044-	6-	250		Re-Entry Court	Unemployment Compensation	671.07
5-1289-423-00-320-	044-	6-	260		Re-Entry Court	Worker's Compensation	21.66
					TOTAL APPROPRIATION		**150,000.00**
5-1289-334-10-320-	044-	6-	000		Funding Revenue FY2016		150,000.00
					TOTAL REVENUES		**150,000.00**

REASON:

To setup the FY2016 Re-Entry Court budget from 9/01/2015 to 8/31/2016. Budget #2800302

Comm Ct.
10/14/14

Arnold K. Patrick, Director — Date

Ray Eufracio, CPA — Date

Hidalgo County CSCD

FY2016 ReENTRY COURT APPROPRIATIONS DETAILS

CSCD	Attorney	Prosecutor	TOTAL	
92,148.00	0.00	0.00	92,148.00	
0.00	9,820.00	9,800.00	19,620.00	
15,793.80	596.97	614.96	17,005.73	
61.05	3.69	3.79	68.53	
7,048.93	754.11	752.57	8,555.61	
9,795.33	1,055.24	1,058.83	11,909.40	
552.89	59.15	59.03	671.07	
0.00	10.84	10.82	21.66	
125,400.00	12,300.00	12,300.00	150,000.00	
125,400.00	12,300.00	12,300.00	150,000.00	Budgeted

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded as well as any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2881401	**Award Amount:**	$150,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$150,000.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	Hidalgo County		
Project Title:	Misdemeanor DWI Court Program		
Grant Manager:	Natasha Jackson		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-SF-ST-0015
Total Federal Award/State Funds Appropriated:	$32,764,872.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	8/11/2015			

Hidalgo County Misd DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Misd DWI Court be operated for the 2015 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Misd DWI Court to the Office of the Governor, Criminal Justice Division.

Signed:

County Judge

Passed and Approved this 29th day of September 2015

Grant Number: 2881401

Print This Page

Agency Name: Hidalgo County
Grant/App: 2881401 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Misdemeanor DWI Court Program
Status: Pending AO Acceptance of Award

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Attorney	The attorney will provide legal advise and counsel to all participants in the program. Additionally, the attorney will participate in all staffings.	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions.	$42,484.00	$0.00	$0.00	$0.00	$42,484.00	100
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of offenders' progress.	$53,550.00	$0.00	$0.00	$0.00	$53,550.00	100
Personnel	Probation Officer	Probation Officer (2) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of offenders' progress.	$28,966.00	$0.00	$0.00	$0.00	$28,966.00	50
Personnel	Prosecutor	Prosecutor representative from DA office ; Prosecutor reviews the cases for entrance into the program; prosecutor participates in the staffings.	$12,500.00	$0.00	$0.00	$0.00	$12,500.00	15

You are logged in as **User Name**: apatrick

AI-51324 **IT Department** **14. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

IT Countywide:
Requesting approval to process the following invoices as claims with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by the County Auditor.

Invoice Date	Invoice	Vendor	Amount
11/07/2014	8260 18 006 0271564	Time Warner Cable	$9,225.95
12/07/2014	8260 18 006 0271564	Time Warner Cable	$401.89
01/07/2015	8260 18 006 0271564	Time Warner Cable	$551.53
02/07/2015	8260 18 006 0271564	Time Warner Cable	$557.94
03/07/2015	8260 18 006 0271564	Time Warner Cable	$1,158.79
04/07/2015	8260 18 006 0271564	Time Warner Cable	$939.46
05/07/2015	8260 18 006 0271564	Time Warner Cable	$768.16
06/07/2015	8260 18 006 0271564	Time Warner Cable	$768.16
07/07/2015	8260 18 006 0271564	Time Warner Cable	$3,915.36
08/07/2015	8260 18 006 0271564	Time Warner Cable	$323.41
09/07/2015	8260 18 006 0271564	Time Warner Cable	$323.41

BACKGROUND

Account Number 5-1100-415-00-200-002-0-531

Invoices for a Time Warner fiber circuit at the new Pct. 2 Shop
There was a misinterpretation by the vendor as to the date activation of the circuit which led to a months long billing issue.
After several meetings and emails we are now confident the billing amount is now correctly adjusted.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-200-002-0-531

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

BUDGETARY IMPACT:

Funds available as of 9/11/15.

Attachments

Desktop

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/11/2015 12:26 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Edna Kirby		Started On: 09/11/2015 08:59 AM
Final Approval Date: 09/25/2015		

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Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
Nov 27. 2014	11.16 . 12.15	**$9.225.95**

Service address
TX Department Of Info
Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
San Juan. TX 78589.0000

Previous balance . payments	
Balance last statement	0.00
Current month	
Monthly services	308.00
Partial month charges	258.31
Credits and one.time charges	7.840.00
Surcharges	114.46
Taxes and fees	705.18
Total due by Nov 27. 2014	$9.225.95

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AUSTIN. TX78711.3564

Payment due date
Nov 27. 2014

Account number
8260 18 006 0271564

Please write your account number on your check.

Total amount due
$9.225.95

Amount enclosed

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CITY OF INDUSTRY CA91716.0074

826018006027156409225954

TX Department Of Info
Total due by Nov 27. 2014. $9.225.95
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Nov 07. 2014

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	Previous balance	
	Balance last statement	0.00
	Total previous balance	**$0.00**
	Monthly services	
11.07	Ethernet EVPL . 10 MBPS	308.00
	Total monthly services	**$308.00**
	Partial month charges	
10.21	Ethernet EVPL . 10 MBPS 10.21.11.15	258.31
	Total partial month charges	**$258.31**
	Credits and one.time charges	
10.21	Installation	7.840.00
	Total credits and one.time charges	**$7.840.00**
	Surcharges	
	TWC Regulatory Recovery Fee	15.82
	Federal Universal Service Fund	93.95
	TWC State Cost Recovery Fee	4.69
	Total surcharges	**$114.46**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically. TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC.s Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	702.68
	Municipal Right.Of.Way Fee	2.50
	Total taxes and fees	**$705.18**
	Total due by Nov 27. 2014	**$9.225.95**

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Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
upon receipt	12.16 . 01.15	**$9.627.84**

Service address
TX Department Of Info
Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
San Juan. TX 78589.0000

Previous balance . payments	
Balance last statement	9.225.95
Unpaid balance	9.225.95
Current month	
Monthly services	308.00
Surcharges	62.26
Taxes and fees	31.63
Total due upon receipt	$9.627.84

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upon receipt

Account number
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Total amount due
$9.627.84

Amount enclosed

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PO BOX 60074
CITY OF INDUSTRY CA91716.0074

8260180060271564096278 45

TX Department Of Info
Total due upon receipt. $9.627.84
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Dec 07. 2014

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	Previous balance	
	Balance last statement	9.225.95
	Total previous balance	**$9.225.95**
	Monthly services	
12.07	Ethernet EVPL . 10 MBPS	308.00
	Total monthly services	**$308.00**
	Surcharges	
	TWC Regulatory Recovery Fee	8.61
	Federal Universal Service Fund	51.10
	TWC State Cost Recovery Fee	2.55
	Total surcharges	**$62.26**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically. TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC.s Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	30.38
	Municipal Right.Of.Way Fee	1.25
	Total taxes and fees	**$31.63**
	Total due upon receipt	**$9.627.84**

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Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
upon receipt	01.16 . 02.15	**$10.179.37**

Service address
TX Department Of Info
Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
San Juan. TX 78589.0000

Previous balance . payments	
Balance last statement	9.627.84
Unpaid balance	9.627.84

Current month	
Monthly services	308.00
Credits and one.time charges	138.38
Surcharges	73.34
Taxes and fees	31.81
Total due upon receipt	$10.179.37

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866.519.1263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BEEN MADE.

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AUSTIN. TX 78711.3564

Payment due date
upon receipt

Total amount due
$10.179.37

Account number
8260 18 006 0271564

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716.0074

8260180060271564101793 72

TX Department Of Info
Total due upon receipt. $10.179.37
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Jan 07. 2015

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	Previous balance	
	Balance last statement	9.627.84
	Total previous balance	**$9.627.84**
	Monthly services	
01.07	Ethernet EVPL . 10 MBPS	308.00
	Total monthly services	**$308.00**
	Credits and one.time charges	
12.14	Late Payment Fee	138.38
	Total credits and one.time charges	**$138.38**
	Surcharges	
	Franchise Fee	7.26
	TWC Regulatory Recovery Fee	8.65
	Federal Universal Service Fund	53.32
	PEG Capital Fee	1.54
	TWC State Cost Recovery Fee	2.57
	Total surcharges	**$73.34**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically. TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC.s Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	30.56
	Municipal Right.Of.Way Fee	1.25
	Total taxes and fees	**$31.81**
	Total due upon receipt	**$10.179.37**

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Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.

Pay online

My Account puts you in control!
Enjoy the convenience of anytime access to your account, save time with easy, online bill payment and efficiently manage your service all in one place. Your account number and customer code are needed to register. Visit us online at **business.twc.com/myaccount** to get started today!

Pay by phone

Make a payment free of charge using our automated payment option at **1-866-519-1263** and authorize payment directly from your bank account or credit card.

Customer information

Experiencing technical issues with closed captioning? Call 866-892-4249, email closedcaption@twcable.com, or fax 877-430-1386. Address written complaints to A. Long, Legal, 13820 Sunrise Valley Dr., Herndon, VA 20171, email twc.closedcaptioningissues@twcable.com, or fax 704-697-4935. To follow up on a written submission, call 877-276-7432.

If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions. Nonpayment of any portion of your TV, Internet or Phone service could result in disconnection of your TWC services.

To view the call detail for your Business Phone calls, go to business.twc.com/myaccount.

For information on any upcoming programming changes please consult the Legal Notices published in Brownsville Herald, McAllen Monitor or Valley Morning Star on the 1st and 3rd Monday of each month and on twc.com.

Time Warner Cable is an Equal Opportunity Employer M/F/D/V/Drug free workplace. For career opportunities at Time Warner Cable, visit twc.com/careers.

TIME WARNER CABLE
Business Class®

SWITCH AND GET
UNLIMITED LOCAL & NATIONWIDE CALLING FOR

30-DAY HASSLE-FREE GUARANTEE

$29.99* MORE PER MONTH PER LINE
Minimum 1-year term

* Minimum 2 lines or 1 line plus voice feature required

Switch and get business phone service for just $29.99* more per month per line.

Get big business features and a flexible phone solution that will take your business to the next level – all for one low price.

- **ENERGIZE:** Get the most out of your phone service with features that can be managed anytime, online.
- **LIBERATE:** Make your office mobile when you add the Mobility Package. With features like Office Anywhere and Personal Attendant, you're always within reach, even when out of the office.
- **FACILITATE:** Keep your current telephone number and equipment—professional installation makes it easy to switch.

Learn more about how Voice Manager can help you manage all your calling features online.

Call your Account Manager today at

877.509.7248

Weekdays 8am-Midnight, Saturday 8am-8pm EST

BUSINESS.TWC.COM/GETPHONE

WiFi

Order Business Internet now and get a TWC WiFi® Hotspot

Give your customers free and secure Internet access with WiFi Hotspot at no additional charge. The National WiFi network attracts customers and keeps them connected at your business.

INTERNET | VOICE | TELEVISION | NETWORK SERVICES | CLOUD SERVICES

*Offer expires 3/18/15 and is available to existing Internet and/or Video customers. Minimum 2 lines or 1 line plus voice feature required. Offer is not transferable, is not available in all areas and may not be combined with any other offer. 30-day Hassle-Free Guarantee applies to waiver of Early Termination Fee if Phone service is cancelled within 30 days of installation. Service will be cancelled within 30 days of receipt of written notice. Guarantee does not apply to service, installation, construction or other charges. Additional charges apply for equipment, taxes, fees, surcharges, Directory Assistance, Operator Services, international calls, installation and construction (if applicable). Toll-usage charges apply with toll-free number. Enhanced Toll-Free Service with routing options extra. Regular rates will apply at the end of the term period. Early termination fee may apply. Time Warner Cable Business Class Phone customer-premise equipment is electrically powered, and in the event of a power outage or network failure, Enhanced 9-1-1 ("E911") services may not be available. Subject to change without notice. Some restrictions apply. Time Warner Cable Business Class is a trademark of Time Warner Inc. Used under license. © 2015 Time Warner Cable Enterprises LLC. All Rights Reserved. SABEF0BW

TIME WARNER CABLE
Business Class®

PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 01082015 NNNNNYNN 01 023931 0095

TX DEPARTMENT OF INFO
PO BOX 13564
AUSTIN. TX 8711.3564

TIME WARNER CABLE
Business Class®

Customer service
Call us anytime: 1-866-519-1263
Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
upon receipt	02.16 . 03.15	**$10.737.31**

Service address
County Of Hidalgo
Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
San Juan. TX 78589.0000

Previous balance . payments	
Balance last statement	10.179.37
Unpaid balance	10.179.37

Current month	
Monthly services	308.00
Credits and one.time charges	144.41
Surcharges	73.72
Taxes and fees	31.81
Total due upon receipt	$10.737.31

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866.5191263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

Please enclose this coupon with your payment.

TIME WARNER CABLE
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..Please allow 7.10 days for delivery and payment processing. See reverse side for more convenient payment options.

PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 02082015 NNYNNYNN 01 007030 0023

COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

Payment due date
upon receipt

Total amount due
$10.737.31

Account number
8260 18 006 0271564

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA1716.0074

8260180060271564 10737310

County Of Hidalgo
Total due upon receipt. $10.737.31
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Feb 07. 2015

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	10.179.37
	Total previous balance	**$10.179.37**
	Monthly services	
02.07	Ethernet EVPL . 10 MBPS	308.00
	Total monthly services	**$308.00**
	Credits and one.time charges	
01.14	Late Payment Fee	144.41
	Total credits and one.time charges	**$144.41**
	Surcharges	
	Franchise Fee	7.58
	TWC Regulatory Recovery Fee	8.65
	Federal Universal Service Fund	53.32
	PEG Capital Fee	1.60
	TWC State Cost Recovery Fee	2.57
	Total surcharges	**$73.72**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically. TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC.s Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	30.56
	Municipal Right.Of.Way Fee	1.25
	Total taxes and fees	**$31.81**
	Total due upon receipt	**$10.737.31**

Reach us at your convenience

Online
Visit us at business.twc.com/myaccount to chat with agents online, manage your services, access support tools such as FAQs and user guides, and pay your bill when it is convenient for you.

Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.

Pay online

My Account puts you in control!

Enjoy the convenience of anytime access to your account, save time with easy, online bill payment and efficiently manage your service all in one place. Your account number and customer code are needed to register. Visit us online at **business.twc.com/myaccount** to get started today!

Pay by phone

Make a payment free of charge using our automated payment option at **1-866-519-1263** and authorize payment directly from your bank account or credit card.

Customer information

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If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions. Nonpayment of any portion of your TV, Internet or Phone service could result in disconnection of your TWC services.

To view the call detail for your Business Phone calls, go to business.twc.com/myaccount.

For information on any upcoming programming changes please consult the Legal Notices published in Brownsville Herald, McAllen Monitor or Valley Morning Star on the 1st and 3rd Monday of each month and on twc.com.

Time Warner Cable is an Equal Opportunity Employer M/F/D/V/Drug free workplace. For career opportunities at Time Warner Cable, visit twc.com/careers.

County Of Hidalgo
Total due upon receipt. $10.737.31
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Feb 07. 2015

TIME WARNER CABLE Business Class®

TIME WARNER CABLE Business Class®

SOLUTIONS THAT MOVE YOUR BUSINESS FORW>RD

Add a TV PACKAGE for as low as $19.99 MORE PER MONTH FLEXIBLE TERMS, 1-4 YR.

877-509-7248 | BUSINESS.TWC.COM/GETTV

MENTION OFFER CODE BTW2

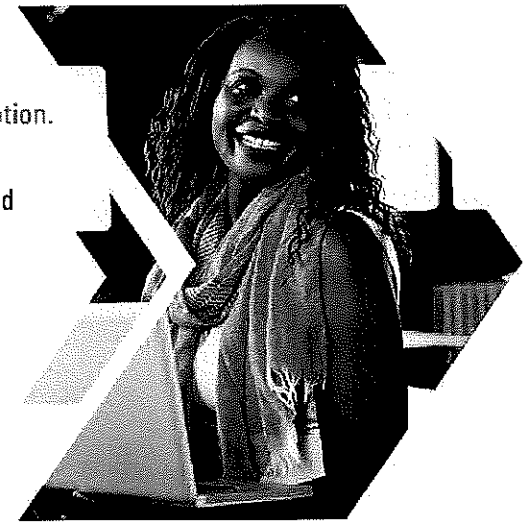
Dear Valued Customer,

In today's fast-paced world, keeping your customers entertained and employees informed is crucial to the success of your business. And with Time Warner Cable Business Class TV, you will always have innovative solutions to move your business in an exciting direction—forward.

From retail stores to office lobbies to break rooms, we will help provide the best television package that meets your business needs. Options include real-time access to news, sports, weather and entertainment channels–and ask about adding our commercial-free, digital-quality music channels and more!

Get TV designed to quickly meet your business needs.

Sign up today and choose from a variety of packages that enhance your office space. As a valued customer, you can now **get Business TV for as low as $19.99 more per month.**



There has never been a better time to set your future business plans in motion.

And as a special bonus, Internet customers get a TWC WiFi® Hotspot at no additional charge when you order today. Give your customers fast and reliable Internet access at your business location.

Ready to set your future business plans in motion? To learn more, call your Account Manager at 877-509-7248.
Weekdays until midnight EST. Saturdays until 8PM EST.

Sincerely,

Tamara Bowens

Tamara Bowens
Senior Director | Small Business
Time Warner Cable Business Class

Try Business TV, risk free, with our 30-Day Hassle-Free Guarantee. If you are not completely satisfied, you can cancel the TV service within 30 days with no early termination fee.

WiFi INTERNET | VOICE | TELEVISION | NETWORK SERVICES | CLOUD

Offer expires 3/18/15 and is available to existing Internet and/or Phone customers. 30-day Hassle-Free Guarantee applies to waiver of Early Termination Fee if added TV service is cancelled within 30 days of installation. Service will be cancelled within 30 days of receipt of written notice. Guarantee does not apply to service, installation, construction or other charges. Lease of a digital set-top box required. Standard installation rates and construction costs (if applicable) apply. Additional charges apply for equipment, surcharges, taxes and fees. Offer is not transferable, not available in all areas and may not be combined with any other offer. Some restrictions apply. Subject to change without notice. Time Warner Cable Business Class is a trademark of Time Warner Inc. Used under license. © 2015 Time Warner Cable. All Rights Reserved.
01-26.MW-TX-PW.WV1 SA1FF01G

TIME WARNER CABLE
Business Class®

SOLUTIONS THAT MOVE YOUR ***BUSINESS FORW>RD***

Switch and Get **Unlimited Local & Nationwide Calling** for as low as **$29.99** MORE PER MONTH
MINIMUM 2 LINES OR 1 LINE PLUS VOICE FEATURE REQUIRED
FLEXIBLE TERMS, 1-4 YR.

877.509.7248 | BUSINESS.TWC.COM/GETPHONE
MENTION OFFER CODE BPW1

Dear Valued Customer,

One missed call can mean the difference between meeting or not making an important deadline. With Time Warner Cable Business Class Phone, you will have innovative solutions needed to help move your business in an exciting direction—forward.

Our flexible calling plans include local and nationwide long distance calling and over 20 advanced voice features, including Caller ID, 3-way calling and Remote call forwarding, at no additional charge.

Get Business Class Phone to quickly meet your business needs.

Switch today and as a valued Time Warner Cable Business Class customer, you can **get Business Class Phone for $29.99 more per month.**

There has never been a better time to set your future business plans in motion.

And as a special bonus, Internet customers get a TWC WiFi® Hotspot at no additional charge when you order today. Give your customers fast and reliable Internet access at your business location.

Ready to set your future business plans in motion? To learn more, call your Account Manager at 877.509.7248.
Weekdays until midnight EST. Saturdays until 8PM EST.

Sincerely,

Tamara Bowens

Tamara Bowens
Senior Director | Small Business
Time Warner Cable Business Class

Try Business Class Phone, risk free, with our 30-Day Hassle-Free Guarantee. If you are not completely satisfied with our high speed phone service, you can cancel within 30 days with no early termination fee.

WiFi INTERNET | VOICE | TELEVISION | NETWORK SERVICES | CLOUD

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Q1-1.CAR-NYC-NER.WV1 SACEROEC

TIME WARNER CABLE
Business Class®

PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 02082015 NNYNNYNN 01 007030 0023

COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

TIME WARNER CABLE
Business Class®

Customer service
Call us anytime: 1-866-519-1263
Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
upon receipt	03.16 . 04.15	**$11.896.10**

Service address
County Of Hidalgo
Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
San Juan. TX 78589.0000

Previous balance . payments	
Balance last statement	10.737.31
Unpaid balance	10.737.31

Current month	
Monthly services	583.00
Partial month charges	301.59
Surcharges	185.38
Taxes and fees	88.82
Total due upon receipt	$11.896.10

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866.5191263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

Please enclose this coupon with your payment.

TIME WARNER CABLE
Business Class®

..Please allow 7.10 days for delivery and payment processing. See reverse side for more convenient payment options.

PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 03082015 NNYNNYNN 01 012869 0056

COUNTY OF HIDALGO
PO BOX 13564
AUSTIN. TX 78711.3564

Payment due date
upon receipt

Total amount due
$11.896.10

Account number
8260 18 006 0271564

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716.0074

8260180060271564 11896107

County Of Hidalgo
Total due upon receipt. $11.896.10
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Mar 07. 2015

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	10.737.31
	Total previous balance	**$10.737.31**
	Monthly services	
03.07	Ethernet Interstate	275.00
	Ethernet EVPL . 10 MBPS	308.00
	Total monthly services	**$583.00**
	Partial month charges	
02.17	Ethernet Interstate 02.13.03.15	301.59
	Total partial month charges	**$301.59**
	Surcharges	
	TWC Regulatory Recovery Fee	24.86
	Federal Universal Service Fund	153.14
	TWC State Cost Recovery Fee	7.38
	Total surcharges	**$185.38**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically, TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC.s Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	87.57
	Municipal Right.Of.Way Fee	1.25
	Total taxes and fees	**$88.82**
	Total due upon receipt	**$11.896.10**

Reach us at your convenience

Online
Visit us at business.twc.com/myaccount to chat with agents online, manage your services, access support tools such as FAQs and user guides, and pay your bill when it is convenient for you.

Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.

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County Of Hidalgo
Total due upon receipt. $11.896.10
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Mar 07. 2015

TIME WARNER CABLE Business Class®

TIME WARNER CABLE Business Class®

SOLUTIONS THAT MOVE YOUR BUSINESS FORW›RD

Add a TV PACKAGE for as low as $19.99 MORE PER MONTH FLEXIBLE TERMS, 1-4 YR.

877-509-7248 | BUSINESS.TWC.COM/GETTV

MENTION OFFER CODE BTW2

Dear Valued Customer,

In today's fast-paced world, keeping your customers entertained and employees informed is crucial to the success of your business. And with Time Warner Cable Business Class TV, you will always have innovative solutions to move your business in an exciting direction—forward.

From retail stores to office lobbies to break rooms, we will help provide the best television package that meets your business needs. Options include real-time access to news, sports, weather and entertainment channels—and ask about adding our commercial-free, digital-quality music channels and more!

Get TV designed to quickly meet your business needs.

Sign up today and choose from a variety of packages that enhance your office space. As a valued customer, you can now **get Business TV for as low as $19.99 more per month.**

There has never been a better time to set your future business plans in motion.

And as a special bonus, Internet customers get a TWC WiFi® Hotspot at no additional charge when you order today. Give your customers fast and reliable Internet access at your business location.

Ready to set your future business plans in motion? To learn more, call your Account Manager at 877-509-7248.
Weekdays until midnight EST. Saturdays until 8PM EST.

Sincerely,

Tamara Bowens

Tamara Bowens
Senior Director | Small Business
Time Warner Cable Business Class

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WiFi INTERNET | VOICE | TELEVISION | NETWORK SERVICES | CLOUD

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TIME WARNER CABLE
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SOLUTIONS THAT MOVE YOUR ***BUSINESS FORWARD***

Switch and Get **Unlimited Local & Nationwide Calling** for as low as **$29.99** MORE PER MONTH
MINIMUM 2 LINES OR 1 LINE PLUS VOICE FEATURE REQUIRED
FLEXIBLE TERMS, 1-4 YR.

877.509.7248 | **BUSINESS.TWC.COM/GETPHONE**
MENTION OFFER CODE BPW1

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INTERNET | VOICE | TELEVISION | NETWORK SERVICES | CLOUD

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01-1.CAR-NYC-NER.WV1 SACEF0EC

TIME WARNER CABLE
Business Class®

PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 03082015 NNYNNYNN 01 012869- 0056

COUNTY OF HIDALGO
PO BOX 13564
AUSTIN. TX 8711.3564

TIME WARNER CABLE
Business Class®

Customer service
Call us anytime: 1-866-519-1263
Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
upon receipt	04.16 . 05.15	**$12.835.56**

Service address
County Of Hidalgo
Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
San Juan. TX 78589.0000

Previous balance . payments	
Balance last statement	11.896.10
Unpaid balance	11.896.10

Current month	
Monthly services	583.00
Credits and one.time charges	161.05
Surcharges	136.13
Taxes and fees	59.28
Total due upon receipt	$12.835.56

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866.5191263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

Please enclose this coupon with your payment.

TIME WARNER CABLE
Business Class®

..Please allow 7.10 days for delivery and payment processing. See reverse side for more convenient payment options.

PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 04082015 NNNNNYNN 01 006922 0029

COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

Payment due date
upon receipt

Total amount due
$12.835.56

Account number
8260 18 006 0271564

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA1716.0074

826018006027156412835567

County Of Hidalgo
Total due upon receipt. $12.835.56
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Apr 07. 2015

TIME WARNER CABLE Business Class®

	Previous balance	
	Balance last statement	11.896.10
	Total previous balance	**$11.896.10**
	Monthly services	
04.07	Ethernet Interstate	275.00
	Ethernet EVPL . 10 MBPS	308.00
	Total monthly services	**$583.00**
	Credits and one.time charges	
03.14	Late Payment Fee	161.05
	Total credits and one.time charges	**$161.05**
	Surcharges	
	Franchise Fee	8.46
	TWC Regulatory Recovery Fee	16.46
	Federal Universal Service Fund	104.53
	PEG Capital Fee	1.79
	TWC State Cost Recovery Fee	4.89
	Total surcharges	**$136.13**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically. TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC.s Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	58.03
	Municipal Right.Of.Way Fee	1.25
	Total taxes and fees	**$59.28**
	Total due upon receipt	**$12.835.56**

Reach us at your convenience

Online
Visit us at business.twc.com/myaccount to chat with agents online, manage your services, access support tools such as FAQs and user guides, and pay your bill when it is convenient for you.

Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.

Pay online

My Account puts you in control!
Enjoy the convenience of anytime access to your account, save time with easy, online bill payment and efficiently manage your service all in one place. Your account number and customer code are needed to register. Visit us online at **business.twc.com/myaccount** to get started today!

Pay by phone

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Customer information

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If your check is returned, you expressly authorize your bank account to be electronically debited for the amount of the check plus any applicable fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions. Nonpayment of any portion of your TV, Internet or Phone service could result in disconnection of your TWC services.

To view the call detail for your Business Phone calls, go to business.twc.com/myaccount.

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County Of Hidalgo
Total due upon receipt. $12.835.56
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Apr 07. 2015

TIME WARNER CABLE
Business Class®

Global Calling on a *Nickel a Minute*

Call abroad for only **five cents a minute*** when you purchase Business Class Phone with our Global Calling Plan.

- **Control Costs** – For a flat fee of $7.95 per month, our new Global Calling Plan lets you make calls to the 50+ most commonly called countries for only $.05 per minute (calls to Canada are priced at interstate rates**)
- **A Low Rate to Call Mobile Numbers** – Pay the same low rate to call mobile phone numbers in 20+ countries
- **Simple Dialing** – Dial international locations directly – no access codes, PINs, or additional dialing required
- **Reliable Service** – Count on our secure, fiber-rich network to deliver your calls throughout the US and around the globe
- **Easy Upgrade** – Easily add the plan to any of your TWC Business Class Phone lines

Global Calling Plan Countries		
Argentina	Guatemala	Norway
Australia	Hong Kong[1]	Panama
Austria	Hungary	Peru[1]
Belgium	Iceland	Poland
Brazil[1]	India[1]	Portugal
Brunei	Ireland[1]	Russia
Chile[1]	Italy[1]	Singapore[1]
China[1]	Jamaica[1]	Slovenia
Colombia[1]	Japan[1]	South Africa[1]
Costa Rica[1]	Korea (South)[1]	Spain[1]
Croatia	Luxembourg	Sweden
Cyprus	Malaysia	Switzerland
Denmark	Malta	Taiwan
Dominican Republic[1]	Mexico[1]	Turkey
France[1]	Morocco	United Kingdom[1]
Germany[1]	Netherlands	Uruguay
Greece[1]	New Zealand	Venezuela[1]

[1] Countries that have the $.05 per minute rate for calls to both landline and mobile phone numbers.

Call us today at 855-811-4073 to see how you could save with our new Global Calling Plan!

TIME WARNER CABLE
Business Class®

* $.05 per minute rate is only available with a monthly fee of $7.95 per line. **Interstate rate plans are separate from the Global Calling Plan. Purchase of Business Class Phone service required. All products and services are not available in all areas. Some restrictions apply. Subject to change without notice. Additional charges apply for surcharges, taxes and fees, installation, Directory Assistance, Operator Services, and calls to international locations outside of the plan's calling area. For our standard international rates visit business.twc.com. Time Warner Cable Business Class is a trademark of Time Warner Inc., used under license. © 2015 Time Warner Cable Enterprises LLC. All rights reserved.

SA3FF04D

TIME WARNER CABLE
Business Class®

Switch and Get
Unlimited Local & Nationwide Calling for as low as **$29.99** MORE PER MONTH
MINIMUM 2 LINES OR 1 LINE PLUS VOICE FEATURE REQUIRED. FLEXIBLE TERMS, 1-4 YR.

877-509-7248 **BUSINESS.TWC.COM/GETPHONE**

MENTION OFFER CODE BPE1

Dear Valued Customer,

Time Warner Cable Business Class Phone provides innovative solutions that allow you to easily stay connected with those who matter most—your customers and your employees. Our dedicated phone service is separate from your Internet connection, so bandwidth is never an issue.

Our flexible calling plans include over 20 advanced voice features, including Caller ID, Three-Way Calling and Remote Call Forwarding, at no additional charge. You can also add:

- Mobility Package – Add this package and have your office calls route simultaneously or sequentially to a mobile device or another location for $3.95 more per month.
- Global Calling Plan – Add this package and you can call to more than 50 countries for one low flat rate of $7.95 more per month.
- Voice Manager – Receive voice message notification by email, listen to Voice Mail, review your account and more.

Saving bandwidth and staying in touch are not the only added bonuses.

Plus, if you have Business Internet you will get a TWC WiFi® Hotspot at no additional charge when you order today. Give your customers fast and reliable Internet access, so that they will want to spend more time and money at your business location.

Add Business Class Phone for as low as $29.99 more per month today.
Of course, you will also receive the support and convenience you have come to expect from us.

Ready for advanced solutions for your business?
To learn more, call your Account Manager at 877-509-7248.
Weekdays until Midnight EST. Saturdays until 8PM EST.

Try Business Internet, risk free, with our 30-Day Hassle-Free Guarantee.

Sincerely,

Tamara Bowens

Tamara Bowens
Senior Director | Small Business
Time Warner Cable Business Class

INTERNET | VOICE | TELEVISION | NETWORK SERVICES | CLOUD

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02-1.NYC-TX-PW.WV1 SA3FF04R

TIME WARNER CABLE
Business Class®

PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 04082015 NNNNNYNN 01 006922 0029

COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

TIME WARNER CABLE
Business Class®

Customer service
Call us anytime: 1-866-519-1263
Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
upon receipt	05.16 . 06.15	**$13.603.72**

Service address
County Of Hidalgo
Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
San Juan. TX 78589.0000

Previous balance . payments	
Balance last statement	12.835.56
Unpaid balance	12.835.56

Current month	
Monthly services	583.00
Surcharges	125.88
Taxes and fees	59.28
Total due upon receipt	$13.603.72

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866.5191263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

Please enclose this coupon with your payment.

TIME WARNER CABLE
Business Class®

..Please allow 7.10 days for delivery and payment processing. See reverse side for more convenient payment options.

PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 05082015 NNNNNYYN 01 006147 0024

COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

Payment due date
upon receipt

Total amount due
$13.603.72

Account number
8260 18 006 0271564

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA1716.0074

8260180060271564136037 25

County Of Hidalgo
Total due upon receipt. $13.603.72
Account number.8260 18 006 0271564
Customer code.2558
Statement date. May 07. 2015

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	12.835.56
	Total previous balance	**$12.835.56**
	Monthly services	
05.07	Ethernet Interstate	275.00
	Ethernet EVPL . 10 MBPS	308.00
	Total monthly services	**$583.00**
	Surcharges	
	TWC Regulatory Recovery Fee	16.46
	Federal Universal Service Fund	104.53
	TWC State Cost Recovery Fee	4.89
	Total surcharges	**$125.88**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically. TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC.s Texas Margins Tax liability.	
	Taxes and fees	
	State and Local Sales Tax	58.03
	Municipal Right.Of.Way Fee	1.25
	Total taxes and fees	**$59.28**
	Total due upon receipt	**$13.603.72**

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Online
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Business Class®

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Unlimited Local & Nationwide Calling for as low as **$29.99** MORE PER MONTH
MINIMUM 2 LINES OR 1 LINE PLUS VOICE FEATURE REQUIRED. FLEXIBLE TERMS, 1-4 YR.

877-509-7248 BUSINESS.TWC.COM/GETPHONE

MENTION OFFER CODE BPE1

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Sincerely,

Tamara Bowens

Tamara Bowens
Senior Director | Small Business
Time Warner Cable Business Class

WiFi INTERNET | VOICE | TELEVISION | NETWORK SERVICES | CLOUD

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TIME WARNER CABLE
Business Class®

PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 05082015 NNNNNYYN 01 006147 0024

COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

TIME WARNER CABLE
Business Class®

Customer service
Call us anytime: 1-866-519-1263
Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
upon receipt	06.16 . 07.15	**$14.371.88**

Service address
County Of Hidalgo
Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
San Juan. TX 78589.0000

Previous balance . payments	
Balance last statement	13.603.72
Unpaid balance	13.603.72

Current month	
Monthly services	583.00
Surcharges	125.88
Taxes and fees	59.28
Total due upon receipt	$14.371.88

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Please enclose this coupon with your payment.

TIME WARNER CABLE
Business Class®

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PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 06082015 NNNNNYYN 01 006251 0026

COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

Payment due date
upon receipt

Total amount due
$14.371.88

Account number
8260 18 006 0271564

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716.0074

8260180060271564143718 84

County Of Hidalgo
Total due upon receipt. $14.371.88
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Jun 07. 2015

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	13.603.72
	Total previous balance	**$13.603.72**
	Monthly services	
06.07	Ethernet Interstate	275.00
	Ethernet EVPL . 10 MBPS	308.00
	Total monthly services	**$583.00**
	Surcharges	
	TWC Regulatory Recovery Fee	16.46
	Federal Universal Service Fund	104.53
	TWC State Cost Recovery Fee	4.89
	Total surcharges	**$125.88**
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	Taxes and fees	
	State and Local Sales Tax	58.03
	Municipal Right.Of.Way Fee	1.25
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877-509-7248 **BUSINESS.TWC.COM/GETPHONE**

MENTION OFFER CODE BPE1

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Tamara Bowens

Tamara Bowens
Senior Director | Small Business
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WiFi INTERNET | VOICE | TELEVISION | NETWORK SERVICES | CLOUD

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TIME WARNER CABLE
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PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 06082015 NNNNNYYN 01 006251 0026

COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

TIME WARNER CABLE
Business Class®

Customer service
Call us anytime: 1-866-519-1263
Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
upon receipt	07.16 . 08.15	**$11.006.52**

Service address
County Of Hidalgo
Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
San Juan. TX 78589.0000

Previous balance . payments	
Balance last statement	14.371.88
Unpaid balance	14.371.88

Current month	
Monthly services	275.00
Partial month charges	.616.00
Credits and one.time charges	.2.797.27
Surcharges	.224.57
Taxes and fees	.2.52
Total due upon receipt	$11.006.52

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866.5191263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

Please enclose this coupon with your payment.

TIME WARNER CABLE
Business Class®

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PO BOX 460849. SAN ANTONIO. TX 78246.0849
8260 1800 NO RP 07 07082015 YNNNNYNN 01 005289 0019

COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

Payment due date
upon receipt

Total amount due
$11.006.52

Account number
8260 18 006 0271564

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA 91716.0074

8260180060271564110065 25

County Of Hidalgo
Total due upon receipt. $11.006.52
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Jul 07. 2015

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	14.371.88
	Total previous balance	**$14.371.88**
	Monthly services	
07.07	Ethernet Interstate	275.00
	Total monthly services	**$275.00**
	Partial month charges	
06.30	Ethernet EVPL . 10 MBPS 05.16.07.15	.616.00
	Total partial month charges	**.$616.00**
	Credits and one.time charges	
07.06	Financeapprovedcrdt . Adjustment	.344.01
07.06	Financeapprovedcrdt . Adjustment	.443.84
07.06	Financeapprovedcrdt . Adjustment	.924.00
07.06	Financeapprovedcrdt . Adjustment	.1.085.42
	Total credits and one.time charges	**.$2.797.27**
	Surcharges	
	TWC Regulatory Recovery Fee	.5.58
	Federal Universal Service Fund	.218.99
	Total surcharges	**.$224.57**
	TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically. TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC.s Texas Margins Tax liability.	
	Taxes and fees	
	Municipal Right.Of.Way Fee	.2.52
	Total taxes and fees	**.$2.52**
	Total due upon receipt	**$11.006.52**

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you can switch and get
Unlimited Local & Nationwide Calling
for **$29.99** more per month**

**Flexible terms available from 1 to 4 years.
Minimum two lines or one line plus Voice feature required.

Call your Account Manager at
877.509.7248
Mention offer code **BPE1**

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Try Business Class Phone, risk free, with our 30-Day Hassle-Free Guarantee.

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We make it easy for you to keep up with your heavy workload:

- Stay connected with our flexible calling plans, which include over 20 advanced voice features, such as Custom Caller ID, Three-Way Calling and Call Forwarding.
- Get the **Global Calling Plan** and call to more than 50 countries for five cents a minute at no additional monthly fee when you add phone service today.*

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COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

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Customer service
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Manage your account:
business.twc.com/myaccount
Visit us online: business.twc.com

Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
UPON RECEIPT	08.16 . 09.15	**$11.329.93**

Service address
County Of Hidalgo
Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
San Juan. TX 78589.0000

Previous balance . payments	
Balance last statement	11.006.52
Unpaid balance	11.006.52
Current month	
Monthly services	275.00
Surcharges	48.41
Total due UPON RECEIPT	$11.329.93

YOUR ACCOUNT IS SCHEDULED FOR DISCONNECTION. IT IS IMPERATIVE THAT YOU CALL 866.5191263 FOR PAYMENT ARRANGEMENTS. OUTSTANDING BALANCES WILL BE SENT TO A 3RD PARTY COLLECTION AGENCY AND THEN PLACED WITH THE CREDIT BUREAU. PLEASE DISREGARD IF PAYMENT HAS BBEN MADE.

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COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

Payment due date
UPON RECEIPT

Total amount due
$11.329.93

Account number
8260 18 006 0271564

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA1716.0074

826018006027156411329935

County Of Hidalgo
Total due UPON RECEIPT. $11.329.93
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Aug 07. 2015

TIME WARNER CABLE
Business Class®

	Previous balance	
	Balance last statement	11.006.52
	Total previous balance	**$11.006.52**
	Monthly services	
08.07	Ethernet Interstate	275.00
	Total monthly services	**$275.00**
	Surcharges	
	TWC Regulatory Recovery Fee	1.21
	Federal Universal Service Fund	47.20
	Total surcharges	**$48.41**

TWC imposes surcharges to recover costs of complying with its governmental obligations. Specifically. TWC chooses to impose the State Cost Recovery Fee to recover the cost of TWC.s Texas Margins Tax liability.

Total due UPON RECEIPT **$11.329.93**

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Over the phone
Call us anytime at **1-866-519-1263** to speak with someone live. For the most efficient service, have the phone number associated with your account or your account number available when you call.

Pay online

My Account puts you in control!
Enjoy the convenience of anytime access to your account, save time with easy, online bill payment and efficiently manage your service all in one place. Your account number and customer code are needed to register. Visit us online at **business.twc.com/myaccount** to get started today!

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COUNTY OF HIDALGO
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Account number
8260 18 006 0271564
Customer code **2558**

Due date	Service period	Amount due
UPON RECEIPT	09.16 . 10.15	**$11.653.34**

Service address
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Account Phone 956.289.7444
4011 S Veterans Blvd
Pct 2 New Fiber
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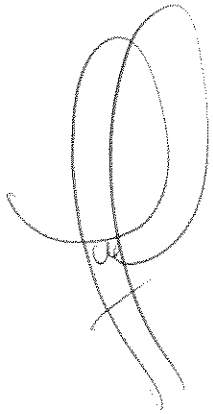
Previous balance . payments	
Balance last statement	11.329.93
Unpaid balance	11.329.93

Current month	
Monthly services	275.00
Surcharges	48.41
Total due UPON RECEIPT	$11.653.34



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EDINBURG. TX8539.4548

Payment due date
UPON RECEIPT

Total amount due
$11.653.34

Account number
8260 18 006 0271564

Please write your account number on your check.

Amount enclosed

TIME WARNER CABLE
PO BOX 60074
CITY OF INDUSTRY CA1716.0074

826018006027156411653342

County Of Hidalgo
Total due UPON RECEIPT. $11.653.34
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Sep 07. 2015

TIME WARNER CABLE
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	Previous balance	
	Balance last statement	11.329.93
	Total previous balance	**$11.329.93**
	Monthly services	
09.07	Ethernet Interstate	275.00
	Total monthly services	**$275.00**
	Surcharges	
	TWC Regulatory Recovery Fee	1.21
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	Total surcharges	**$48.41**

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Total due UPON RECEIPT. $11.653.34
Account number.8260 18 006 0271564
Customer code.2558
Statement date. Sep 07. 2015

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Now Call Three New Countries for a *Nickel a Minute: Israel, Romania, Thailand*

Call abroad for only **five cents a minute*** when you purchase Business Class Phone with our Global Calling Plan. **Act Now and Pay No Monthly Fee.†**

- **Control Costs** – Pay one simple rate of $.05 per minute to dial 50+ of the most commonly called countries (calls to Canada are priced at interstate rates**)
- **A Low Rate to Call Mobile Numbers** – Pay the same low rate to call mobile phone numbers in 30+ countries
- **Simple Dialing** – Dial international locations directly – no access codes, PINs, or additional dialing required
- **Reliable Service** – Count on our secure, fiber-rich network to deliver your calls throughout the US and around the globe
- **Easy Upgrade** – Easily add the plan to any of your TWC Business Class Phone lines

Global Calling Plan Countries		
Argentina	Hong Kong[1]	Panama
Australia	Hungary	Peru[1]
Austria[1]	Iceland	Poland[1]
Belgium[1]	India[1]	Portugal
Brazil[1]	Ireland[1]	Romania[1]
Brunei	Israel	Russia
Chile[1]	Italy[1]	Singapore[1]
China[1]	Jamaica[1]	Slovenia
Colombia[1]	Japan[1]	South Africa[1]
Costa Rica[1]	Korea (South)[1]	Spain[1]
Croatia	Luxembourg	Sweden[1]
Cyprus	Malaysia[1]	Switzerland
Denmark[1]	Malta[1]	Taiwan
Dominican Republic[1]	Mexico[1]	Thailand[1]
France[1]	Morocco	Turkey
Germany[1]	Netherlands	United Kingdom[1]
Greece[1]	New Zealand	Uruguay
Guatemala	Norway	Venezuela[1]

[1] Countries that have the $.05 per minute rate for calls to both landline and mobile phone numbers.

Call us today at 855-811-4073 to see how you could save with our new Global Calling Plan!

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* $.05 per minute rate is only available with The Global Calling Plan which includes a monthly fee of $7.95 per line. **Interstate rate plans are separate from the Global Calling Plan. Purchase of Business Class Phone service required. All products and services are not available in all areas. Some restrictions apply. Subject to change without notice. Additional charges apply for surcharges, taxes and fees, installation, Directory Assistance, Operator Services, and calls to international locations outside of the plan's calling area. For our standard international rates visit business.twc.com. Time Warner Cable Business Class is a trademark of Time Warner Inc., used under license. © 2015 Time Warner Cable Enterprises LLC. All rights reserved.

† Offer expires 09/18/15, is available to new Business Class Phone customers and requires subscription to unlimited Nationwide Business Class Phone. Standard international rates apply to all other calls.

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County Of Hidalgo
Total due UPON RECEIPT. $11.653.34
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Customer code.2558
Statement date. Sep 07. 2015

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TIME WARNER CABLE
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It Pays to Have Relationships.

Refer a business to Time Warner Cable Business Class. When an eligible business you refer becomes a Time Warner Cable Business Class customer we'll send you a **$100 Reward Card.**

With Time Warner Cable Business Class services your referred business can benefit from

- Reliable business phone service with high-quality call clarity over our secure, fiber-rich network that includes popular phone features at no additional charge
- Business Internet that is secure, reliable and scalable to any business need
- A variety of Television packages ready to enhance any business environment
- 24/7 Business Support

$100 Reward Card

Submitting a referral is as easy as **1-2-3!**

1. **Fill out the Referral Form**
   Visit **www.refernewcustomers.com** to complete the online form
2. **Click submit**
   You'll receive an email with a confirmation code that allows you to track the status of your referral anytime
3. **Earn a $100 Reward Card**
   After your eligible referral installs, you'll receive an email letting you know we're sending your Reward Card to your preferred shipping address

www.refernewcustomers.com

$100 Reward Card Customer Referral Offer. Offer expires 12/31/15 and is available to current and non-delinquent Time Warner Cable Business Class ("TWCBC") customers who refer a new TWCBC customer. Education and government customers are not eligible for this offer. Referred business or account may not be owned or operated by the current customer and must not have had service with TWCBC within the past 12 months and must be located within markets serviced by TWCBC. Referred service contract must include High-Speed Data or Business Class Phone or cable TV services to receive reward. In the event that more than one current customer refers the same new business or account, the reward will be made to the first customer who submitted the referral online. Reward Card will be mailed to TWCBC account owner up to 60 days after the referred new customer installation has occurred and are mailed only to new addresses in the United States. Reward Cards may be subject to separate terms and conditions imposed by issuer. See front and back of Reward Card and any accompanying materials for additional details. For full terms and conditions go to http://www.refernewcustomers.com.
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COUNTY OF HIDALGO
100 E CANO ST STE 302
EDINBURG. TX8539.4548

AI-51547 **Urban County** **15. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the Hidalgo County Precinct No. 4 is requesting authority to issue purchase order to Celso Gonzalez Jr, for ADA Plan review for the Brewster Park Improvements project in the amount of $1,235.00, utilizing FY 26 (2013) Parks Recreational Facility Improvements funds– (Brewster Park Project).

BACKGROUND

Hidalgo County Precinct No. 4 obtained three written quotes of which Celso Gonzalez, Jr. was the lowest quote received. (See attached quotes.)

Vendor: **Celso Gonzalez, Jr.**
Purchase Amount: **$ 1,235.00**
Funds Available: **$163,303.00 FY 26 (2013) Parks, Recreational Facility Improvements (Brewster Park)**

Fiscal Impact

Attachments

Brewster Park authority

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 04:42 PM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Olga Lerma Started On: 09/24/2015 04:36 PM

Final Approval Date: 09/25/2015

URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

Price Quotations

VENDOR #1

Name: Jose R. Guerrero Person Contacted: Jose R. Guerrero Phone: (956) 279-5584

Item#	Quantity	Description	Amount
1	1	TDRL Project Registration, ADA Plan Review, Project Site Final Inspection	$1,675.00

VENDOR #2

Name: Celso Gonzalez, Jr. Person Contacted: Celso Gonzalez, Jr. Phone: 956-453-3486

Item#	Quantity	Description	Amount
1	1	TDRL Project Registration, ADA Plan Review, Project Site Final Inspection	$1,235.00

VENDOR #3

Name: Juan Gama Person Contacted: Juan Gama Phone: 956-607-8059

Item#	Quantity	Description	Amount
1	1	TDRL Project Registration, ADA Plan Review, Project Site Final Inspection	$1,275.00

Recommendation: Precinct 4 would like to go with the lowest quote provide by Celso Gonzalez, Jr. in the amount of $1,235.00

Requested by: _____ 9-15-05 Date **Approved by:** _____ 9-15-05 Date

Form UCA -10-e

celso gonzalez, jr
registered accessibility specialist
RAS #1356
(Licensed by Texas Department of Licensing and Regulation)

SERVICE PROPOSAL r

Date: August 31, 2015

Attention: Lulu Lucio
Hidalgo County Precinct #4

Reference: **Brewster Park – Texas Accessibility Standards Review**
10 Acre Park
TDLR Reg No. _____

Scope of work:

1. Plan review and inspection of above referenced project based on the 2012 Texas Accessibility Standards.
2. Project registration is available for an additional fee of $215.00 *($175 to the State and $40 processing fee).*
3. Fee is based on the cost of construction being between $500,000 and $1,000,000.

Cost Breakdown:

Plan review fee - $475.00
Project inspection fee - $545.00
Project registration - $215.00

Total: $1235.00

Celso Gonzalez, Jr.
Registered Accessibility Specialist
RAS #1356
956.453.3486

_____(Signature)
Approved

_____ (Print Name)

_____
Date

5163 N. Bryan Road
Palmhurst, Texas 78573

Tel 956.453.3486
Fax 956.585.7773

Celso Gonzalez, Jr.

State Licensed
Registered Accessibility Specialists
License # 1356

Updated: February 1, 2015

Plan Review and Inspection Fee Schedule

Project Construction Cost	Plan Review Fee	Project Inspection	** Combination Plan Review & Inspection Fee	*** Project Registration Fee
** $500 to $50,000*	*$150*	*$150*	*$300*	*$0*
$50,001 to $200,000	$325	$450	$725	$175
$200,001 to $500,000	$400	$495	$845	$175
$500,001 to $1,000,000	$475	$545	$1020	$175
$1,000,001 to $2,500,000	$550	$585	$1,085	$175
$2,500,001 to $5,000,000	$650	$695	$1,295	$175
$5,000,001 to $12,000,000	$750	$800	$1,475	$175
$12,000,001 to $25,000,000	$900	$950	$1,800	$175
$25,000,000	*Fees to be negotiated*			

** projects under $50,000 are not required to be reviewed but owners are still responsible to meet all Texas Accessibility Standards*
*** If both plan review and inspection fees are paid at the same time*
**** The $175 project registration fee is paid separately by the owner or registered agent. For a processing fee of $40 (plus the $175) we will register the project and pay the registration fee.*

Additional Information:

- Fees are for Hidalgo County, Cameron, Willacy and Starr County. Fees are negotiable for everywhere else in Texas.
- Courtesy on-site inspection available for a fee of **$75.00 to $150.00** per visit (maximum visit time is 1 hour).
- 48 hour notice to schedule trip for any inspection
- Typical review, and reports are submitted to owner/agent within 5 working days from the time of review and/or inspection
- **Make checks payable to: Celso Gonzalez, Jr.**

All fees to be paid prior to plan review or inspection!

5163 N. Bryan Rd.
Palmhurst, Texas 78573

cgonzalez@cgc-inc.com

956.453.3486 w
956.585.7773 f

JUAN GAMA

4216 Stillwater Cove
Edinburg, TX 78542

956-607-8059
gamaju@hotmail.com

Estimate:	PCT#4_10P
Date:	August 24, 2015
To:	Hidalgo County Pct #4
Address:	1051 N. Doolittle Rd. Edinburg, TX 78542
Phone:	
E-mail:	

Description	Units	Cost Per Unit	Amount
Project Registration	1	$ 175.00	$ 175.00
Plan Review	1	$ 500.00	$ 500.00
Site Inspection	1	$ 600.00	$ 600.00

Project Name: 10 Acre Park.

2 baseball fields, 1 pavilion, walking trails, restrooms/concession stands and 3 playgrounds.

Services Subtotal	$ 1,275.00
TOTAL	**$ 1,275.00**

Make all checks payable to Juan Gama

Thank you for your business!

GAMA PROJECTS

Building Accessibly Services

FEE SCHEDULE:

Construction Cost	(A)Review Fee	(B)Inspection Fee	(A)+(B) Fees	TDLR Filing Fee
50,000 - 200,000	$350	$450	$800	$175
200,001 - 500,000	$400	$500	$900	$175
500,001 - 1,000,000	$500	$600	$1,100	$175
1,000,001 - 5,000,000	$600	$700	$1,300	$175
5,000,001 - 10,000,000	$800	$900	$1,700	$175
10,000,001 - 15,000,000	$1,000	$1,500	$2,500	$175
15,000,001 - 25,000,000	$1,500	$2,500	$4,000	$175

Example: Estimated construction cost is $150,000, submit project filing fee of $175 and the review fee of $400 and inspection fee of $500 for a total of $1,075. JGama will complete the filing fee to TDLR as part of our service when the $175 fee is included.

Other fees if applicable:

1. Late filing fee (after construction has started) shall be **$300.**
2. Second re-inspection fee when requested by owner or owner's representative and/or consultation fee for meeting attendance, job site visits etc. shall be at a rate of **$65/ hr.**

Preliminary Reviews and Inspections (not filed with the state) shall be the same as above except for the filing fees.

Projects costing less than $50,000 are not required to be reviewed, inspected or filed with the state, however these services are available if desired. Please inquire on fees if services are desired.

Items required for review:

1. Checks payable to Juan Gama as per fee schedule above. If the owner or owner's representative will not register the project, include the project registration fee of $175 with the plan review and/or inspection.
2. One complete set of construction documents (plans and specifications) for all disciplines, ½ or full size acceptable.
3. A fully completed and signed **Architectural Barriers Project Registration** Form enclosed for each site/address or State Lease Registration Form if applicable. If project is registered online, then a Project Registration Confirmation page should accompany each project.
4. A fully completed **Proof of Submission Form** This form must be signed by design professional, **ENGINEER or ARCHITECT.**
5. A fully completed **Owner Agent Designation Form** (if Owner has hired a third party to be his representative during the process). The person who holds the title to the property must sign this form.

4216 Stillwater Cove * Edinburg, TX 78542 * gamaprojects@outlook.com

Jose R Guerrero | RAS 131

Texas Accessibility Standards Review and Inspections

1409 Minnesota Rd.
Alamo, Texas 78516
Tel. 956.279.5584
License # 131

PROPOSAL

To: Jesse Ozuna
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78539

Date: August 7, 2015

EABPRJB-NYD

Ref: New 10 Acre Park Development in Edinburg, TX

From: Rick Guerrero
956.227.4178

Project Name and Number	Plan Review Fee	Inspection Fee	TDLR Project Filing fee	Total
New Park Development for 3-playgrounds, 2-baseball fields and 1-pavillion	$850.00	$650.00	$175.00	$1,675.00

Make Check Payable To: Jose R. Guerrero
Services Noted Cannot Be Performed Until Payment Is Received

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157, Austin, Texas 78711
(512) 463-6599 • (800) 803-9202 • FAX (512) 475-2871
customer.service@license.state.tx.us • www.license.state.tx.us

For Department Use Only

EABPRJ

IMPORTANT INSTRUCTIONS - PLEASE READ BEFORE BEGINNING

This is only the REGISTRATION of the construction project. The building/facility owner is responsible for ensuring that the Project Registration Form, construction documents, and applicable fees are mailed, shipped, or hand delivered to TDLR or a Registered Accessibility Specialist (RAS) for the required review and inspection of the project. **Please print or type.**

ARCHITECTURAL BARRIERS PROJECT REGISTRATION FORM

The required plan review will be performed by: (Check One) ☐ TDLR ☐ RAS (Name/Lic #):

PERSON REGISTERING PROJECT

1.Name			RAS # (if applicable)
2.Address	City	State	Zip
3. Phone ( )	**Email		

PROJECT

4. Project Name			
5. Building or Facility Name			
6.Address	City	Zip	County

TENANT (if other than owner)

7. Tenant Contact Name	Phone ( )

BUILDING OR FACILITY OWNER (person or entity that holds title to property)

8. Name			Phone ( )
9. Address	City	State	Zip
10. Owner Contact Name			
11. Address	City	State	Zip
12. Phone ( )	**Email		

DESIGN FIRM

13. Name			Phone ( )
14. Address	City	State	Zip
15. Designer Name	**Email		

16. Type of License: (Check One) ☐ Architect ☐ Engineer ☐ Interior Designer ☐ Landscape Architect ☐ Other (includes not licensed) — License Number (if applicable)

PROJECT DESCRIPTION

17. Start Date (MM/YY):	18. Completion Date (MM/YY):	19. Estimated Cost $

20. Type of Work: (Check One) ☐New Construction ☐ Renovation/Alterations ☐ Additions to Existing Building ☐Historic Preservation

21. Type of Funds: (Check One) ☐Public Funds, public land, or is a state lease ☐Privately funded, on private land for private use
Are the private funds provided by a tenant? ☐ Yes ☐No

22. State Lease No. (if applicable)

23. Does this building(s) have more than one level? (Check One) ☐ Yes ☐ No
24. Are there any elevators, escalators, or platform lifts in this building? (Check One) ☐ Yes ☐ No
25. Does this building(s) have any boilers? (Check One) ☐ Yes ☐ No

26. Scope of Work: _____

_____

TDLR FORM AB05 04-12

NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:
1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) to have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

**The Department will add your address to the Architectural Barriers email notification list, which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Public Information Act; the Department will not share it with the public. For additional information link to http://www.license.state.tx.us/newsletters/TDLRnotificationLists.asp

AI-51394 **Urban County** **15. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Progreso is requesting approval and award of best and final negotiated contract with Fulcrum Consulting Services in the amount of $54,600.00 utilizing CDBG FY 25 & 26 (2012 & 2013) Street Improvements funds.

BACKGROUND

Fulcrum Consulting Services submitted a best and final offer for professional engineering services for a street improvements project (Baker Drive (From FM 1015 to Catarina St.); Baker Drive (from Arroyo Street to Gonzalez Road) and Miracle Road. Fulcrum Consulting Services was the highest ranked firm by County Commissioners' Court. See attached Best and Final Offer Letter, scope of services, professional service contract and insurance.

Contract Amount: **$ 54,600.00**
Funds Available: $ 2,388.80 YR 25 (2012) Street Improvements
$ 104,661.38 YR 26 (2013) Street Improvements
$107,050.18

Construction funds are available under FY's 27 & 28 (2014 & 2015)

Fiscal Impact

Attachments

City of Progreso contract with Fulcrum Con. Services

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2015 02:39 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Olga Lerma Started On: 09/16/2015 11:17 AM
Final Approval Date: 09/25/2015

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

September 10, 2015

Mrs. Monica Leal
UCP Project Coordinator
427 E. Duranta, Suite 107
Alamo, TX 78516

Re: City of Progreso
Hidalgo County, Tx.
Street & Drainage Improvements Project
Best & Final Offer

Mrs. Leal,

Our best and final offer for Engineering Services for this project is $54,600.00. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,
Fulcrum Consulting Services

, P.E.

Daniel Campos, P.E.

XC: City of Progreso, Tx.
Fulcrum Consulting Services – Office File

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this **29th** day of **September 2015** by and between **Urban County Program,** (hereinafter called the "Party") and **LAZCAMREA, LLC d/b/a Fulcrum Consulting Services**, duly authorized Engineer, herein acting by **George Lazaro, P.E., General Manager** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as
stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Progreso – Street Improvements project** Account(s) **5012/13-65-0311-5000-6500** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by
the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 54,600.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations
created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities
related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related
to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer
in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however,
that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **September 29, 2015**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
George Lazaro, P.E., General Manager

Firm Name: **LAZCAMREA, LLC d/b/a Fulcrum Consulting Services**
Address: **PO Box 530540**
City/ST/ZIP: **Harlingen, TX 78553-0540**

FED ID #/SS #: **45-5105926**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of _____, 20___, by _____ of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

City of Progreso
2015 Street Improvement Project
Scope of Services

The Scope of Services includes the engineering and design required for the complete street restoration of East and West Baker Drive and new street construction of Miracle Street. Both streets are located within the city limits of the City of Progreso. Complete reconstruction of West Baker Drive, approximately 2,500 linear feet in length, is required due to deteriorated asphalt pavement caused by weathering, aging and structural failure caused by traffic loading. Approximately, 1,950 linear feet of East Baker Drive requires complete street restoration due to deteriorated asphalt as a result of structural failure caused by traffic loading and aging. The scope of work also includes the complete new construction of Miracle Street which is presently an unimproved dirt road.

All work shall include the general vicinity of adjacent or abutting streets, adjustment of existing water valve covers and sanitary sewer manhole lid and cover to final grade, as well as re-grading of the existing drain ditches.

Construction Limits:

West Baker Drive: The limits of the street improvements for West Baker Drive consists of the section of Baker Drive from the intersection of FM 1015 and Bake Drive thence west along Baker Drive to the intersection of Mile 3 West Rd and Baker Drive.

East Baker Drive: The limits of the street improvements for East Baker Drive consists of the section of Baker Drive from the intersection of Mile 2 West and Baker Drive approximately 1,900 linear feet west along Baker Drive to the existing asphalt cut which shall mark the end of the proposed improvements for East Baker Drive.

Miracle Street: The limits of the street improvements for Miracle Street shall be from the intersection of FM 1015 and Miracle Street west along Miracle Street to the end of the street approximately 1,088 linear feet.

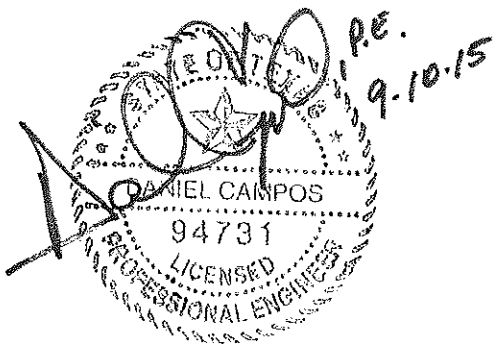
Engineer Fee

Fulcrum Consulting Services proposes to perform the above scope of services for a lump sum of $54,600.00. Below is a breakdown of the engineering fee.

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

Engineering Costs – Proposal & Fee Breakdown	
Design Phase	
Design Concept Conference	$1,600.00
Preliminary Cost Estimates	$2,000.00
Data Collection/Topographic Survey	$18,000.00
Plan & Spec. Preparation	$20,000.00
Construction Phase	
Bid/Award	$1,000.00
Construction Management	$8,000.00
Construction As-builts	$1,000.00
Geotechnical Engineering	$3,000.00
Total of Engineering Fee:	$54,600.00

By: Daniel Campos, P.E.
Fulcrum Consulting Services
Firm No. 12369



CITY OF EDCOUCH

Project Name: City of Edcouch 2013 Street Improvements Project

Planning & Engineering	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.
101 - Project Adminstration	33	18	19	16	17	0	17
101- Field Work & Design Critieria	24	26	30	24	33	33	19
101 - Final Design	25	25	36	31	33	33	19
101 - Construction	0	24	0	19	0	19	25
TOTAL HOURS	82	93	85	90	83	85	80
BILLING RATE	$150.00	$140.00	$110.00	$65.00	$60.00	$60.00	$50.00
SUBTOTAL - LABOR COST	$12,300.00	$13,020.00	$9,350.00	$5,850.00	$4,980.00	$5,100.00	$4,000.00
TOTAL ENGINEERING							$54,600.00

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	JOHN FTACEK 101 S MAIN ST LA FERIA, TX 78559
INSURED	LAZ CAMREA, LLC DBA: FULCRUM CONSULTING SERVICES 207 EAST MAGNOLIA AVE LA FERIA, TX 78559

CONTACT NAME: JOHN FTACEK/IDA SALINAS
PHONE (A/C, No, Ext): 956-797-2881 FAX (A/C, No): 956-797-1803
E-MAIL ADDRESS: ida.i.salinas.lvaz@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: STATE FARM LLOYDS INSURANCE COMPANY	
INSURER B: STATE FARM MUTUAL INSURANCE COMPANY	
INSURER C: TEXAS MUTUAL INSURANCE COMPANY	
INSURER D: STATE FARM FIRE AND CASUALTY COMPANY	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			90-B4-W575-5	08/02/2015	08/02/2016	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	
							MED EXP (Any one person)	$	5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	
	[ ] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$	2,000,000
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$	
								$	
B	AUTOMOBILE LIABILITY			200-3651-F27-53B	12/27/2014	12/27/2015	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	
	[ ] DED [ ] RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SBP0001240295 20120713	08/21/2015	08/21/2016	[ ] PER STATUTE [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D				PS0000004408901	08/30/2015	08/30/2016	1,000,000 - LIMIT OF LIABILITY EACH CLAIM 1,000,000 - TOTAL LIMIT OF LIABILITY		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

URBAN COUNTY PROGRAM
427 E DURANTE STE 107
ALAMO, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Ftacek

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AI-51391 **Urban County** **15. C.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for **Professional Engineering Services**;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Professional Engineering Service firms from the County's approved "pool" as graded and evaluated by City of Granjeno, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program for Granjeno Parks, Recreational Facility Improvements.

Engineering Firm	Grade	Ranked
Hinojosa Engineering, Inc.	93.66%	
L&G Engineering	91%	
Raba-Kistner Consultants, Inc.	86%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of_____ for the provision of engineering services for the City of Granjeno Parks, Recreational Facility Improvements Project.

BACKGROUND

Services are necessary for the Parks, Recreational Facility Improvements to include the complete development of the Granjeno City Park.

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2015 02:39 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Olga Lerma Started On: 09/16/2015 10:08 AM

Final Approval Date: 09/25/2015

City of Granjeno
Engineering Services
Parks, Recreational Facility Improvements
Years 25-28 (2012-2015)
Grading-Ranking Grid

Criteria	Hinojosa Engineering, Inc.			L & G Engineering			Raba-Kistner Consultants, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	15	20	20	14	17	18	15
Experience of Project Team	25	25	21	24	25	22	21	23	20
Experience/ Availability of Project Manager	20	20	16	19	20	18	18	20	18
Understanding of Project	23	24	24	21	22	24	20	22	24
Familiarity with Applicable Rules & Regulations	10	10	8	7	8	9	7	7	8
TOTALS	98	99	84	91	95	87	83	90	85
AVERAGES	281 / 3 = 93.67%			273 / 3 = 91%			258/ 3 = 86%		
RATING									

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets criteria, but would like to see similiar projects to our cities		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets criteria		TOTAL 10
Total Score		98

Firm/Participant's Name: HINOJOSA ENGINEERING INC.

Evaluator: Mayor Yvette Cabrera Department: HIDALGO COUNTY-URBAN COUNTY PROGRAM

Project Name: GRANJENO PARKS, RECREATIONAL FACILITY IMPROVEMENTS Date: 9-1-2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria.		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all Criteria		TOTAL 10
Total Score		99

Firm/Participant's Name: HINOJOSA ENGINEERING INC.

Evaluator: Antonio Ramco Department: HIDALGO COUNTY-URBAN COUNTY PROGRAM

Project Name: GRANJENO PARKS, RECREATIONAL FACILITY IMPROVEMENTS Date: 9-9-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points:		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24 98
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		89 98

Firm/Participant's Name: HINOJOSA ENGINEERING INC.

Evaluator: [redacted] Department: UCP

Project Name: PARKS / REC FACILITY IMPROVEMENTS - GRANJENO Date: 09-10-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Met criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Needed a bit more information and or organization on projects		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Met criteria but was a bit vague.		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Organization of RFQ was not well organized and difficult to evaluate. The scope of services was a bit more environmental testing then construction.		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Did not see work experience on CDBG Regulations		TOTAL 7
Total Score		91

Firm/Participant's Name: L&G ENGINEERING

Evaluator: Mayor Yvette Cabrera Department: HIDALGO COUNTY-URBAN COUNTY PROGRAM

Project Name: GRANJENO PARKS, RECREATIONAL FACILITY IMPROVEMENTS Date: 9-1-2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meet most criteria, but must provide a more organized response to our RFQ		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Did not provide a narrative of Applicable rules & regulations		TOTAL 8
	Total Score	95

Firm/Participant's Name: L&G ENGINEERING

Evaluator: Antonio Saenz Department: HIDALGO COUNTY-URBAN COUNTY PROGRAM

Project Name: GRANJENO PARKS, RECREATIONAL FACILITY IMPROVEMENTS Date: 9-9-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points:		TOTAL 14
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and managentent to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
	Total Score	87

Firm/Participant's Name: L&G ENGINEERING

Evaluator: [signature] Department: UCP

Project Name: PARKS, REC. FACILITY Date: 09-10-15

IMPROVEMENTS - GRANJENO

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Did not meet all criteria. Cities project is a park and firm failed to list similiar projects.		TOTAL 17
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Lacks experience in development of park.		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets most criteria		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Would of liked to see different work done for cities and or Urban County.		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Their expertise appears to be more in environmental studies while the project is for city park.		TOTAL 7
	Total Score	83

Firm/Participant's Name: RABA KISTNER CONSULTANTS, INC.

Evaluator: Mayor Yvette Cabrera Department: HIDALGO COUNTY-URBAN COUNTY PROGRAM

Project Name: GRANJENO PARKS, RECREATIONAL FACILITY IMPROVEMENTS Date: 9-1-2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meet all criteria, but would act as subconsultant on Project Design, Plans/Specs and Bid Preparation		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Meet all criteria, but would act as subconsultant on Project Design, Preparation of Plans/Specs and Bid Preparation		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but needs to be more responsive to RFQ		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Needs to provide narrative on Applicable rules and regulations	Total Score	TOTAL 7 / 90

Firm/Participant's Name: RABA KISTNER CONSULTANTS, INC.

Evaluator: Antonio Saenz Department: HIDALGO COUNTY-URBAN COUNTY PROGRAM

Project Name: GRANJENO PARKS, RECREATIONAL FACILITY IMPROVEMENTS Date: 9-9-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points:		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 20
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24 90
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
	Total Score	85 90

Firm/Participant's Name: RABA KISTNER CONSULTANTS, INC.

Evaluator: _____ Department: ~~P&T~~ UCP

Project Name: PARKS, REC FACILITY IMPROVEMENTS - GRANUENO Date: 09-10-15

AI-51518 **Urban County** **15. D.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a) 7, an item that can be obtained from only one source.
2. Approval of a "Sole Source Declaration" for Blackbaud Inc. for Financial Edge software. Blackbaud is the sole owner of any and all intellectual property related to the software program listed above and is the sole provider for related training and consulting services.
3. Approval for Urban County Program to migrate our existing accounting software Fundware (Blackbaud) to the Financial Edge software which is a web-based solution developed, sold and supported by Blackbaud. The Financial Edge utilizes the current market standard and readily supported technologies, and Fundware software will no longer be upgraded.
4. Acceptance and approval to enter into a 3 year contract with Blackbaud Inc. that includes the total data conversion cost, including training and implementation of $17,495.00 and annual subscription fee for each year of $3,992.20.

BACKGROUND

Hidalgo County Urban County Program's last upgrade was in 2006 from Fundware 5.8 to Fundware 7.6. Blackbaud purchased Kintera (Fundware's previous owner) in 2008, and the company has converted over 400 Fundware customers to the Financial Edge since acquiring the software. This has allowed Blackbaud to streamline the conversion process and to allow the minimal amount of downtime possible, thus, reducing cost to Urban County Program.

Fiscal Impact

Attachments

Sole Source/Memo/Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/24/2015 08:36 AM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Olga Lerma		Started On: 09/23/2015 04:39 PM
Final Approval Date: 09/25/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: September 29, 2015

RE: "Sole Source Declaration" – Blackbaud Inc.

Hidalgo County Urban County Program is migrating their existing software solution, FundWare (Blackbaud purchased in 2008), to The Financial Edge. The Financial Edge is a solution developed, sold and supported exclusively by Blackbaud.

The Financial Edge is an accounting application designed to address the specific accounting, analytical and financial reporting needs of nonprofit organizations. It also provides the means to help manage fiscal and fiduciary responsibility, enabling nonprofits to be more accountable to their constituents. Blackbaud is the sole owner of any and all intellectual property related to The Financial Edge software program and is the sole provider of this program and related training and consulting services for this program.

Thus, Blackbaud, Inc. is the sole source for The Financial Edge software program.

Therefore, Hidalgo County Urban County Program requires the purchase of The Financial Edge.

This Sole Source Declaration is to remain in effect unless otherwise revoked by Hidalgo County Commissioners Court.

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Scott Cross
(Person's name)
a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Scott Cross, I am over the age of 18 have never been convicted of crime and am competent to make this affidavit.
   (Person's Name)
2. I am an authorized representative of the following company or firm: Blackbaud, Inc.
   (Company's name)
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s).
   The Financial Edge
4. Competition in providing the above named item(s),), product(s) or service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under section 2626.024(a)(7)(A), of the Local Government Code. Also attached hereto is a sole source letter, which sets forth the reasons why this vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature: Scott Cross

SWORN AND SUBSCRIBED TO under oath before me on 15th day of September 2015.

KIMBERLY PERRY
My Commission Expires
NOTARY PUBLIC
04-25-2022
SOUTH CAROLINA

Kimberly Perry
NOTARY PUBLIC

Kimberly Perry
PRINTED NAME

4/25/2022
MY COMMISSION EXPIRES

COMPANY NAME:
ADDRESS (city, state, & zip code):
PHONE #: FAX#:
CONTACT PERSON AND TITLE:
EMAIL ADDRESS:

blackbaud
your passion > our purpose

2000 Daniel Island Dr.
Charleston, SC 29492

August 18, 2015

Hidalgo County Urban Program
427 East Duranta Avenue
Suite 107
Alamo, TX 78516
RE: Sole Source Verification

Dear Sir or Madam:

We are pleased that Hidalgo County Urban Program is considering migrating their existing software solution, FundWare (Blackbaud purchased in 2008), to The Financial Edge which is a solution developed, sold and supported by Blackbaud.

Please be advised that Blackbaud is the sole owner of any and all intellectual property related to the software program listed above and is the sole provider of this program and related training and consulting services for this program.

Below are statements of fact about FundWare and the conversion to The Financial Edge:

- Blackbaud purchased Kintera, and Blackbaud is the sole owners of FundWare.
- FundWare is no longer available for purchase. The Financial Edge is Blackbaud's only accounting system available for a new purchase.
- Support for FundWare includes customer support only. Blackbaud is no longer adding further developments or enhancements to the FundWare product.
- The Financial Edge utilizes the current market standard and readily supported technologies. FundWare is not and will not be upgraded to this.
- Blackbaud has converted over 400 FundWare customers to The Financial Edge.
- The data conversion utility to convert FundWare to The Financial Edge proprietary to Blackbaud.
- The conversion services from FundWare to The Financial Edge are proprietary to Blackbaud.

Again, Blackbaud has converted over 400 FundWare customers to The Financial Edge since acquiring the software. This has allowed Blackbaud to streamline the conversion process and to allow the minimal amount of downtime possible compared to other vendors, thus, reducing cost to Hidalgo County Urban Program.

If you have any questions or comments, please do not hesitate to contact me at (843) 654-3294 or by email at Scott.Cross@Blackbaud.com .

Scott Cross
Financial Solutions Sales Manager

Functional Area	The Financial Edge

• Terms (up to 2)
• Bank Accounts (up to 2) including:
  • Bank Information
  • Payment Information, including EFT
  • Cash Management and Adjustments to complete reconciliation as of system go-live
• Import of the following:
Vendor Records, Open Invoices, 1099 Balances, Outstanding Checks	

Purchase Orders In addition to the core functional configuration, the consultant will configure each of the following based on initial needs reviewed with you for: • Products and Product Categories • Miscellaneous Line Items • Configure one purchase order template • Demonstrate purchasing and encumbrance process • Demonstrate creating asset record through purchasing	✓
Accounts Receivable and Misc. Cash Receipts Configuration In addition to the core functional configuration, the consultant will configure each of the following based on initial needs reviewed with you: • Products/ Billing Items • Statement Information • Interfund sets • Invoice and Statement parameters (one each) • Import of the following: Client records, Payee Relationships, Client Beginning Balances	✓
Budget Management Configuration In addition to the core functional configuration, the consultant will configure each of the following based on initial needs reviewed with you: • Build 1 budget scenario • Import of the following: Current Fiscal Year Budget	✓
Fixed Assets Configuration In addition to the core functional configuration, the consultant will configure each of the following based on initial needs reviewed with you: • Depreciation Schedules and Methods • Classes with Default Posting Information • Default Accounts • Import of the following: Asset Records, Acquisition Transactions, Accumulated Depreciation	✓

1.1 The Financial Edge NXT Pro Implementation

The Financial Edge NXT is a centralized, standardized financial management system that will help improve internal controls, accurately report on complex information, and demonstrate accountability of funding sources, both public and private. The goal of this project is to ensure the successful implementation of **The Financial Edge NXT**.

1.2 Project Approach

The following describes the implementation approach for **The Financial Edge NXT**. For additional information please visit our Implementation Portal.

Project Approach		
Phase	**Purpose**	**Overview of Tasks**
Prepare	To ensure a shared understanding of the goals, plan the project implementation, and determine the timeline.	• Hold a project kick-off call • Distribute a pre-consultation survey • Confirm the agenda for the project work • Schedule users for product training • Establish a project timeline • Provide import templates and instructions on populating import templates from source data system[1]
Review	To discuss the high-level business requirements and current business processes and determine how best to configure the system.	• Discuss Chart of Accounts design including projects, grants, and endowments • Discuss General Ledger fund structure • Discuss General Ledger closing methods • Discuss query and reporting needs and obtain sample reports from you
Configure	To configure **The Financial Edge NXT** based on areas discussed during the Review phase.	Configure the following Functional Areas: • Application Hosting Configuration • System Configuration and Administration • Core Functional Configuration • Supporting Module Configuration See Functional Areas section for specific tasks associated with these configuration areas.

[1] You are responsible for extracting data from legacy system and for populating the templates. You will verify accuracy of populated template prior to importing with the Blackbaud consultant

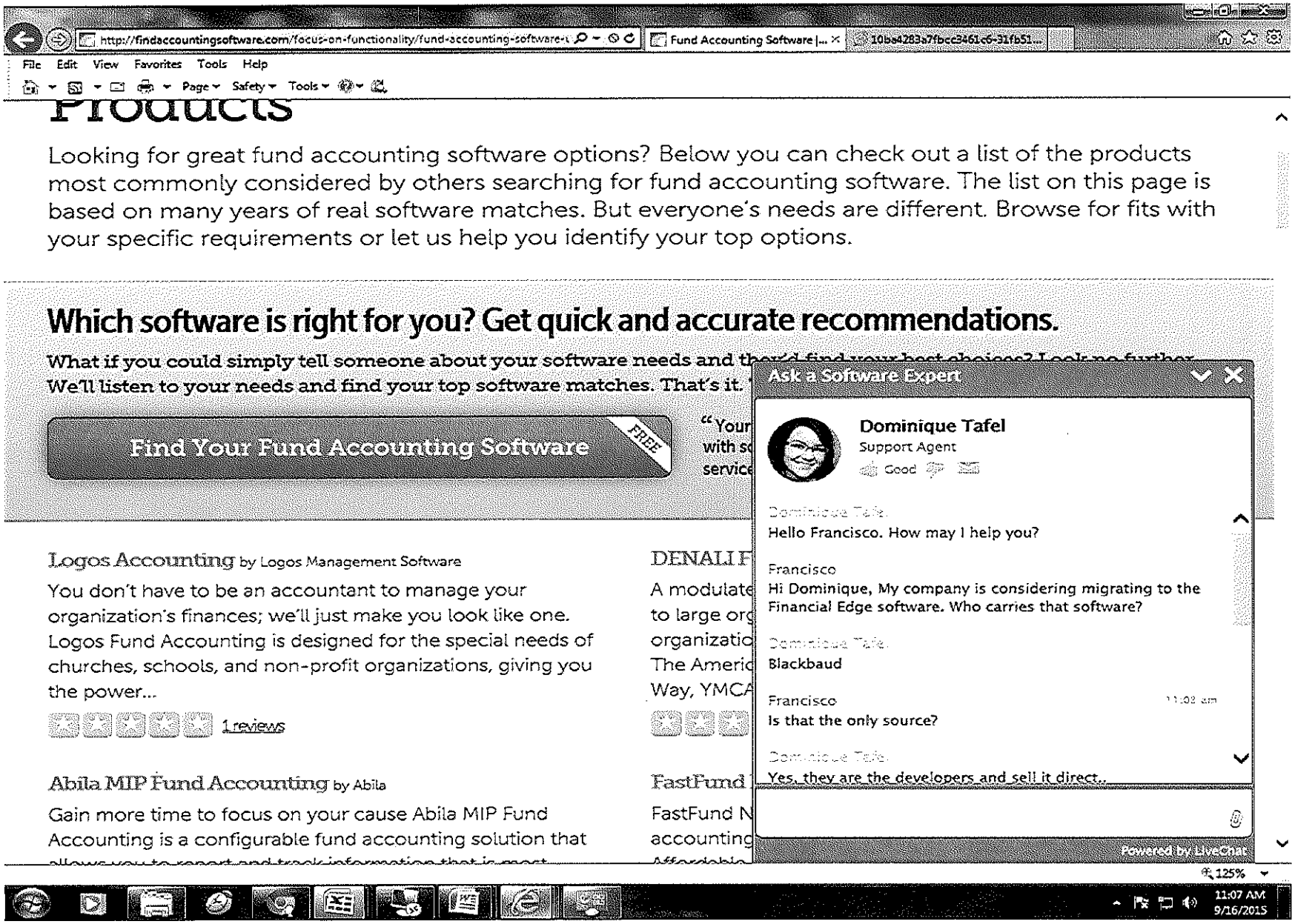
Project Approach		

Wrap Up	To complete the activities required to formally end the implementation project.	• Create an engagement summary document that outlines the following:
		  • A list of key configuration decisions made
		  • Description of the role and tasks of database administrator
		• Hold a project wrap-up conference call

1.3 The Financial Edge Functional Areas

Changes to these functional areas can be made by you after implementation. Any changes to the functional areas that require assistance from Blackbaud will result in a Change Order to this Scope of Work.

Functional Area	The Financial Edge
Application Hosting Configuration • You will configure Application Hosting security after completing the requisite training	✓
System Configuration and Administration • Configure security, based on pre-configured security by role including View Only access configured for up to 2 users.	✓
General Ledger Certain configuration choices are already selected, to reflect best practices. The Blackbaud consultant will work with you to select options in the following areas: • Business rules • Posting Information • Queries and exports (up to 4 each) • Dashboard Reports (up to 1) • Standard Visual Chart Organizer • Standard Balance Sheet and Income Statement (up to 1 each) • Recurring journal entry templates • Projects and transaction Codes • Fiscal Years • Fund Structure with closing methods and balancing requirements • Account Categories • Account Segments • Import of the following: Account Codes, Accounts, Projects, Beginning Balances	✓
Accounts Payable Configuration In addition to the core functional configuration, the consultant will configure each of the following based on initial needs reviewed with you: • Interfund Sets	✓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Products
Looking for great fund accounting software options? Below you can check out a list of the products most commonly considered by others searching for fund accounting software. The list on this page is based on many years of real software matches. But everyone's needs are different. Browse for fits with your specific requirements or let us help you identify your top options.
Which software is right for you? Get quick and accurate recommendations.
What if you could simply tell someone about your software needs and they'd find your best choices? Look no further.
We'll listen to your needs and find your top software matches. That's it.
Find Your Fund Accounting Software
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Logos Accounting by Logos Management Software
You don't have to be an accountant to manage your organization's finances; we'll just make you look like one. Logos Fund Accounting is designed for the special needs of churches, schools, and non-profit organizations, giving you the power...
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Abila MIP Fund Accounting by Abila
Gain more time to focus on your cause Abila MIP Fund Accounting is a configurable fund accounting solution that
FastFund
FastFund N
accounting
Ask a Software Expert
Dominique Tafel
Support Agent
Good
Dominique Tafel:
Hello Francisco. How may I help you?
Francisco
Hi Dominique, My company is considering migrating to the Financial Edge software. Who carries that software?
Dominique Tafel:
Blackbaud
Francisco 11:02 am
Is that the only source?
Dominique Tafel:
Yes, they are the developers and sell it direct..
Powered by LiveChat
125%
11:07 AM
9/16/2015

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Order Form

The fees and terms quoted in this Order Form ("Order Form") are valid until 9/30/2015. This Order Form and the purchases set forth herein are subject to and governed by the Blackbaud Solutions Agreement available at https://www.blackbaud.com/files/BlackbaudSolutionsAgreement.pdf and by signing this Order Form you agree to be bound by the Blackbaud Solutions Agreement(s).

Client Information

Issued to:
Hidalgo Urban County Program

Mailing address:
427 E Duranta Ave Ste 107
Alamo, TX 78516

Principal contact:
Francisco Martinez

Principal contact email:
francisco.martinez@co.hidalgo.tx.us

Client Site ID No.:
31710

Net Terms:
NT15

Bill to:
Hidalgo Urban County Program

Billing address:
427 E Duranta Ave Ste 107
Alamo, TX 78516

Billing contact:
Francisco Martinez

Billing contact email:
francisco.martinez@co.hidalgo.tx.us

Order Form No.:
Q-00087830

Account Executive:
Natalie Phillips

Order Summary

	Year 1	Year 2	Year 3+	Total
Software	$0.00	$0.00	$0.00	$0.00
Subscriptions	$3,992.20	$3,992.20	$3,992.20	$11,976.60
Services	$14,495.00	$0.00	$0.00	$14,495.00
Training	$3,000.00	$0.00	$0.00	$3,000.00
Maintenance	$0.00	$0.00	$0.00	$0.00
Total Fees	**$21,487.20**	**$3,992.20**	**$3,992.20**	**$29,471.60**

Discounts have been reflected in the order summary above, equaling a total sum of $(5,987.40)

Signatures

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED :

Client : **Hidalgo Urban County Program**

By :

Name : Diana R. Serna

Title : Director

Date :

(*Effective Date)

Blackbaud Authorized Signature

Name: Kevin Mooney

Title: President, General Markets Business Unit

Date: 8/25/2015

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.

Subscriptions

Type	Monthly List Price	Adjusted Price	Annual Fees	UoM/Qty	Term Length (months)	Total Fees	Billing
FE:NXT Pro Subscription Offer	$499.00	$332.68	$3,992.20	User/1	36	$11,976.60	Annual
Subtotal*						**$11,976.60**	

Services

Type	List Price	UoM/Qty	Total Fees	Billing
GL Detail Import for FE (2 years)	$1,800.00	Each/1	$1,800.00	100% upon completion
Financial Edge Consulting Service FPE	$12,695.00	Each/1	$12,695.00	100% upon completion
Subtotal*			**$14,495.00**	

Training

Type	List Price	Annual Fees	UoM/Qty	Term Length (months)	Total Fees	Billing
Learn: The Financial Edge More	$250.00	$3,000.00	User/3	12	$3,000.00	Annual
Subtotal*					**$3,000.00**	

General Terms

Fees are in **USD**

Our records indicate that you are Tax Exempt. You will not be charged sales tax on your orders as long as your exemption certificate has not expired. If it has expired, send the new certificate to: SalesTaxExemptCertificates2@blackbaud.com.

Processing of online financial transactions through the Blackbaud offerings purchased on this Order Form is subject to and governed by the http://www.blackbaud.com/files/bbms/bbpstc.pdf and by signing this Order Form you agree to be bound by the BBPS Addendum.

The services to be provided are described in the accompanying Statement of Work. Additional Operating Guidelines and General Assumptions applicable to your Statement of Work can be found at https://www.blackbaud.com/files/sow/BlackbaudProfessionalServicesGuidelinesandAssumptions.pdf.

The subscription charges listed on this Order Form are for this purchase only. If you currently receive a subscription from Blackbaud, the above charges may be added to those and prorated to coincide with your current maintenance renewal date.

The term of your Subscription commences on the day you execute this Order Form and continues for the duration set forth in the applicable line item above. Subscriptions are billed according to the schedule set forth above.

Your Blackbaud Learn® subscription includes access to self-paced training and specific instructor-led online for everyone at your organization. Instructor-led training is available in the Learn More and Learn Everything subscription tiers only. Classes have minimum attendance requirements and may be rescheduled if those requirements are not met. Please check course schedules frequently. Blackbaud may cancel scheduled classes up to ten (10) days prior to the schedule start of the class for instructor–led classroom training classes and up to three (3) days prior to the scheduled start of the class for instructor-led online training classes. In most instances, a minimum of five (5) attendees per class are required for a class to be held. All available seats are distributed on a first come first served basis. Cancellations, last-minute schedule changes, and no-shows are subject to a fee. Please see our cancelation policy at https://www.blackbaud.com/nonprofit-training/help/cancellation-policy. This is a renewable subscription which is billed annually in advance. The term of your subscription commences on the day you execute this ATP and continues for the duration set forth in the applicable line item above.

A description of the services provided for our Hosting and Software as a Service solution is available at http://www.blackbaud.com/files/maint/HostingSaaSDescription.pdf. As part of this subscription Blackbaud will provide default storage space as outlined in the Hosting/SaaS Description for each application operated from the Blackbaud data center. Should you need to exceed this allocation for any of the applications operated by Blackbaud, additional space may be purchased in 5 GB increments for a fee of $1200 per annual period.

Scopes of Work

GL Detail Import for FE (2 years)	www.blackbaud.com/files/sow/ACSFE2GLHISTFPE2YearGLDetailSOWv2.pdf
Financial Edge Consulting Service FPE	See Attached Scope of Work

Zimbra **francisco.martinez@co.hidalgo.tx.us**

Updated Financial Edge Proposal

From : Natalie Phillips <Natalie.Phillips@blackbaud.com> Fri, Jul 24, 2015 03:35 PM
Subject : Updated Financial Edge Proposal 1 attachment
To : francisco martinez <francisco.martinez@co.hidalgo.tx.us>

External images are not displayed. Display images below

Good Afternoon Francisco,

It was nice speaking with you yesterday. I've attached the updated proposal for Financial Edge. This version includes 2 years of detailed GL history (current + previous fiscal year). As discussed, you can spread out your upfront payments so that you don't have to pay all of them when you sign the contract. You will also get a credit on your account for the unused portion of your FundWare maintenance which can be used towards the purchase of Financial Edge.

Hope you have a great weekend and look forward to speaking next week.

Sincerely,

Natalie Phillips

Natalie Phillips
Account Executive - Nonprofit Financial Solutions

Blackbaud, Inc.
2000 Daniel Island Drive, Charleston, SC 29492
Direct: 843-654-3055 | Mobile: 843-270-6807
Toll Free: 800-443-9441 ext. 3055 | Fax 843-216-6100
natalie.phillips@blackbaud.com | blackbaud.com

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- Alternative actions Options
  - Someone else should sign
  - I will not e-sign
  - Clear document data

Hidalgo Urban County Program - FundWare Maintenance Return

Next required field Next Required
2

CREDIT

[$2,328.90 WILL VARY DEPENDING ON THE DATE CONTRACTS ARE SIGNED.

FMA

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- I will not e-sign
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- Cookies
- Consumer Disclosure
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Order Form

Client: Hidalgo Urban County Program	Blackbaud Authorized Signature
By:	
Name:	Name: Kevin Mooney
Title:	Title: President, General Markets Business Unit
Date: (*Effective Date)	Date: 8/25/2015

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.

Cancelled Software

Type	Price	UoM/Qty	Total Fees	Billing
Fundware Advanced Financial Reporter-Pro	$0.00	-1	$0.00	Cancellation
Fundware Accounts Payable - Pro	$0.00	-1	$0.00	Cancellation
Fundware Fixed Assets - Pro	$0.00	-1	$0.00	Cancellation
Fundware General Ledger - Pro	$0.00	-1	$0.00	Cancellation
Fundware Project/Grant - Pro	$0.00	-1	$0.00	Cancellation
Fundware Concurrent Users Pro	$0.00	-1	$0.00	Cancellation
Subtotal*			$0.00	

Cancelled Maintenance

Type	Monthly Price	UoM/Qty	Term Length (months)	Total Fees	Billing
MNT for Advanced Financial Reporter-Pro	$50.19	-1	7	$(351.33)	Cancellation
MNT for Accounts Payable - Pro	$50.19	-1	7	$(351.33)	Cancellation
MNT for Fixed Assets - Pro	$50.19	-1	7	$(351.33)	Cancellation
MNT for General Ledger - Pro	$60.25	-1	7	$(421.75)	Cancellation
MNT for Project/Grant - Pro	$40.12	-1	7	$(280.84)	Cancellation
MNT for Concurrent Users Pro	$81.76	-1	7	$(572.32)	Cancellation
Subtotal*				$(2,328.90)	

Cancellation Terms

The amount(s) listed above represent the reduction on contractual obligation to Blackbaud based on previously signed order documents.

Credits for cancellations associated with this order will be prorated based on the active term of the subscription, product or service being cancelled. Credits for pre-paid amounts will be applied to your account, and can be applied to open invoices per your discretion.

Start

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Sign

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Language English: US

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Order Form

The fees and terms quoted in this Order Form ("Order Form") are valid until 9/23/2015. This Order Form and the purchases set forth herein are subject to and governed by the Blackbaud Solutions Agreement available at https://www.blackbaud.com/files/BlackbaudSolutionsAgreement.pdf and by signing this Order Form you agree to be bound by the Blackbaud Solutions Agreement(s).

Client Information

Issued to:
Hidalgo Urban County Program

Mailing address:
427 E Duranta Ave Ste 107
Alamo, TX 78516

Principal contact:
Francisco Martinez

Principal contact email:
francisco.martinez@co.hidalgo.tx.us

Client Site ID No.:
31710

Net Terms:
NT15

Bill to:
Hidalgo Urban County Program

Billing address:
427 E Duranta Ave Ste 107
Alamo, TX 78516

Billing contact:
Francisco Martinez

Billing contact email:
francisco.martinez@co.hidalgo.tx.us

Order Form No.:
Q-00091752

Account Executive:
Natalie Phillips

Cancelled Item Order Summary

	Year 1	Year 2	Year 3+	Total
Software	$0.00	$0.00	$0.00	$0.00
Subscriptions	$0.00	$0.00	$0.00	$0.00
Services	$0.00	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00	$0.00
Maintenance	$(2,328.90)	$0.00	$0.00	$(2,328.90)
Total Fees	**$(2,328.90)**	**$0.00**	**$0.00**	**$(2,328.90)**

Please review terms regarding credits at end of itemized cancellations.

New Item Order Summary

	Year 1	Year 2	Year 3+	Total
Software	$0.00	$0.00	$0.00	$0.00
Subscriptions	$0.00	$0.00	$0.00	$0.00
Services	$0.00	$0.00	$0.00	$0.00
Training	$0.00	$0.00	$0.00	$0.00
Maintenance	$0.00	$0.00	$0.00	$0.00
Total Fees	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Grand Total	**$(2,328.90)**			

Signatures

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

AGREED :

Client : Hidalgo Urban County Program	Blackbaud Authorized Signature
By :	Kevin Mooney
Name : Diana R. Serna	Name: Kevin Mooney
Title : Director	Title: President, General Markets Business Unit
Date :	Date: 8/25/2015
(*Effective Date)	

All proposed modifications, variations, edits, or additions to this Order Form are objected to and deemed material unless otherwise mutually agreed to in writing.

Cancelled Software

Type	Price	UoM/Qty	Total Fees	Billing
Fundware Advanced Financial Reporter-Pro	$0.00	-1	$0.00	Cancellation
Fundware Accounts Payable - Pro	$0.00	-1	$0.00	Cancellation
Fundware Fixed Assets - Pro	$0.00	-1	$0.00	Cancellation
Fundware General Ledger - Pro	$0.00	-1	$0.00	Cancellation
Fundware Project/Grant - Pro	$0.00	-1	$0.00	Cancellation
Fundware Concurrent Users Pro	$0.00	-1	$0.00	Cancellation
Subtotal*			**$0.00**	

Cancelled Maintenance

Type	Monthly Price	UoM/Qty	Term Length (months)	Total Fees	Billing
MNT for Advanced Financial Reporter-Pro	$50.19	-1	7	$(351.33)	Cancellation
MNT for Accounts Payable - Pro	$50.19	-1	7	$(351.33)	Cancellation
MNT for Fixed Assets - Pro	$50.19	-1	7	$(351.33)	Cancellation
MNT for General Ledger - Pro	$60.25	-1	7	$(421.75)	Cancellation
MNT for Project/Grant - Pro	$40.12	-1	7	$(280.84)	Cancellation
MNT for Concurrent Users Pro	$81.76	-1	7	$(572.32)	Cancellation
Subtotal*				**$(2,328.90)**	

Cancellation Terms

The amount(s) listed above represent the reduction on contractual obligation to Blackbaud based on previously signed order documents.

Credits for cancellations associated with this order will be prorated based on the active term of the subscription, product or service being cancelled. Credits for pre-paid amounts will be applied to your account, and can be applied to open invoices per your discretion.

Click here to sign
Enter your job title
September 11, 2015

New Subscriptions

Type	Monthly List Price	Annual Fees	UoM/Qty	Term Length (months)	Total Fees	Billing
Subtotal*					$0.00	

General Terms

Fees are in USD

Our records indicate that you are Tax Exempt. You will not be charged sales tax on your orders as long as your exemption certificate has not expired. If it has expired, send the new certificate to: SalesTaxExemptCertificates2@blackbaud.com.

Processing of online financial transactions through the Blackbaud offerings purchased on this Order Form is subject to and governed by the http://www.blackbaud.com/files/bbms/bbpstc.pdf and by signing this Order Form you agree to be bound by the BBPS Addendum.
You acknowledge that the Software licensed in this Order Form will be provided through electronic download and that no additional shipment of the program on tangible media (i.e., CD, disk, tape, etc.) shall be provided or is required.

The subscription charges listed on this Order Form are for this purchase only. If you currently receive a subscription from Blackbaud, the above charges may be added to those and prorated to coincide with your current maintenance renewal date.

The term of your Subscription commences on the day you execute this Order Form and continues for the duration set forth in the applicable line item above. Subscriptions are billed according to the schedule set forth above.

Start

1
/
3

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Click to sign

Language English: US

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AI-51454 **Elections Administration** **16. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion and/or action, including but not limited to Elections updates

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/18/2015 04:08 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Amanda Valdez Started On: 09/18/2015 03:22 PM

Final Approval Date: 09/25/2015

AI-51451 **Elections Administration** **16. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion and approval of Early Voting Sites (dates & times) for the Constitutional Amendment Election, November 3, 2015.
2. Discussion and approval of Election Day Sites (dates & times) for the Constitutional Amendment Election, November 3, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Early Voting Poll Locations
Election Day Poll Locations

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/18/2015 04:08 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Amanda Valdez Started On: 09/18/2015 03:07 PM

Final Approval Date: 09/25/2015

CALL (956) 318-2570 For General Information (Llame para Información General)

November 3, 2015 (3 de Noviembre de 2015)
CONSTITUTIONAL AMENDMENT ELECTION (Elección Sobe Enmiendas a la Constitución)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Oct. 19, 2015	8:00 A.M. -- 5:00 P.M.
Tuesday/ Martes	Oct. 20, 2015	8:00 A.M. -- 5:00 P.M.
Wednesday/ Miércoles	Oct. 21, 2015	8:00 A.M. -- 5:00 P.M.
Thursday/ Jueves	Oct. 22, 2015	8:00 A.M. -- 5:00 P.M.
Friday/ Viernes	Oct. 23, 2015	8:00 A.M. -- 5:00 P.M.
Saturday/ Sabado	Oct. 24, 2015	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Oct. 25, 2015	10:00 A.M. – 3:00 P.M.
Monday/ Lunes	Oct. 26, 2015	8:00 A.M. -- 5:00 P.M.
Tuesday/ Martes	Oct. 27, 2015	8:00 A.M. -- 5:00 P.M.
Wednesday/ Miércoles	Oct. 28, 2015	8:00 A.M. -- 5:00 P.M.
Thursday/ Jueves	Oct. 29, 2015	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Oct. 30, 2015	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS
(Casillas Electorales para el Voto Adelantado)

ALAMO SUB
(Library Room)
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

DONNA SUB
(Main Entrance)
Amigos Del Valle
1408 Silver Ave.
Donna, TX

EDINBURG SUB
(Warehouse Training Rm.)
Elections Annex Bldg
317 N. Closner "Rear"
Edinburg, TX

EDINBURG SUB
(Student Union Bldg.)
UTRGV
1201 W. University
Edinburg, TX

ELSA SUB
(Chambers)
Fire Station
216 E. 4th St.
Elsa, TX

EDCOUCH SUB
(Main Entrance)
Fire Station
201 W. Santa Rosa Ave.
Edcouch, TX

LA JOYA SUB
(Main Entrance)
"New" La Joya City Hall
701 E. Expressway 83
La Joya, TX

MCALLEN SUB
(Exercise Room)
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
(Meeting Room)
McAllen Public Lib.
4001 N. 23rd St.
McAllen, TX

MCALLEN SUB
(Main Entrance)
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN SUB
(Exercise Room)
Palmview Comm. Ctr.
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
(Civic Center Room)
Mercedes Civic Ctr.
530 W. 2nd St.
Mercedes, TX

MISSION SUB
(Community Room)
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION SUB
(Gym)
B&G @ Bannworth Park
1822 N. Shary Rd.
Mission, TX

PALMVIEW SUB
(Main Entrance)
Co. Comm. Pct. #3
(The Mansion)
2401 N. Moorefield Rd.
Palmview, TX

PHARR SUB
(Conference Rm.)
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

PROGRESO SUB
(Main Entrance)
Progreso Comm. Ctr.
510 FM 1015
Progreso, TX

SAN JUAN SUB
(Commissioner's Rm.)
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

WESLACO SUB
(Conference Rm. B)
Business Visitor & Event Ctr.
275 S. Kansas
Weslaco, TX

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX

(Commissioner's Court Approval July 7, 2015)

Constitutional Amendement Election
(Elección Sobre Enmiendas a la Constitución)
November 3, 2015
(3 de Noviembre del 2015)
Hidalgo County, Texas
(Condado de Hidalgo, Texas)
Election Day Polls OPEN from 7:00 A.M. to 7:00 P.M.
(Dia de la Eleccion las Casillas Electorales abren de 7:00 A.M. to 7:00 P.M.)

	PRECINCT	CITY	BUILDING	ADDRESS	LOCATION
1	44, 77, 91, 123, 126, 127 130, 176, 177, 178, 181, 192 229, 242, 251, 253 & **255**	Alamo	Sgt. Fernando de la Rosa Lib.	416 N. Tower Rd.	
2	**3**, 23, 45, 55, 87, 120, 157, 171, 172, 173, 174, 175 & 232	Donna	Amigos Del Valle	1408 Silver Ave.	
3	**16**, 79 & 179	Edcouch	Edcouch Fire Station	201 Santa Rosa Ave.	
4	13, 14, 30, 31, 52, 53, 106, 107, 108, **109**, 151, 152, 158 & 224	Edinburg	Elections Annex. Bldg.	317 N. Closner "REAR"	
5	105, 221, 222, **223** & 230	Edinburg	Magee Elem. School	3420 W. Rogers Rd.	
6	19, 68, 69 **& 239**	N. Edinburg	Guerra Elem. School	10010 N. Via Fernandez	
7	15, 70, **90**, 119, 153, 225 & 237	Elsa	Elsa Fire/ PD Station	216 E. 4th St.	
8	**12 &** 82	Granjeno	Granjeno City Hall	6603 S. FM 494	
9	**18**, 92 & 180	Hargill	Hargill Elementary School	13394 4th St.	
10	20, 233 & **234**	Hidalgo	Hidalgo City Hall	704 E. Texano	
11	**11**, 50, 145, 170, 194, 195, 197, 198 & 257	La Joya	"New" La Joya City Hall	701 E. Expressway 83	
12	**17**, 169 & 184	La Villa	Multi-Purpose Bldg	500 E. 9th St.	
13	8, **150** & 252	McAllen	STC Nursing Center	1101 E. Vermont Ave.	
14	26, 27, 37, 47, 49, 66, 97, 138, 164, **216** & 231	McAllen	Las Palmas Comm. Center	1921 N. 25th St.	
15	**48**, 95, 149 & 193	McAllen	Palmview Community Center	3401 Jordan Avenue	
16	54, **73**, 96, 199 & 201	McAllen	Gonzalez Elem. School	201 E. Martin	
17	65, 72, **81**, 84, 161, 162 163 & 200	McAllen	Lark Community Center	2601 Lark Avenue	
18	62, 67, 124, **134**, 135, 140, 141, 160 & 168	McAllen	Milam Elementary School	3800 N. Main St.	
19	**7**, 34, 136, 139, 148, & 246	McAllen	Palmer Pavilion	301 E. Hackberry	
20	74, 129, 166, 167, 206 & **207**	McAllen	Fossum Middle School	7800 N. Ware Rd.	
21	24 & **76**	McCook	Immaculate Parish Hall	28212 S. FM 2058	
22	1, **32**, 56, 85, 202, 213 & 249	Mercedes	Mercedes Civic Center	530 W. 2nd St.	
23	9, **10**, 63, 102, 103 & 220	Mission	Mission City Hall	1201 East 8th	
24	**64**, 75, 89, 125, 131, 133, 165, 182, 209, 241, 244, 254 & 256	Mission	Juarez-Lincoln High School	7801 W. Mile 7 Rd.	

	PRECINCT	CITY	BUILDING	ADDRESS	
25	28, 93, **94**, 98, 128, 204, 218 & 248	Mission	Mission Fire Department	415 W. Tom Landry	
26	**38**, 83, 188, 203 & 215	Mission	Boys & Girls Club Bannworth	1822 N. Shary Rd.	
27	**33**	Monte Alto	Monte Alto Community Center	25149 1st St.	
28	**86**, 88, 101, 183, 205, 211, 212, 236, 243 & 247	Palmhurst	Church of Christ	1410 E. 3 Mile Rd	
29	29, 78, 99, **100**, 185, 187, 210, 217 & 219	Palmview	Co. Comm. Pct. #3 (The Mansion)	2401 N. Moorefield Rd.	
30	6, 25, **35**, 36, 61, 115 & 147	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	
31	5, 122, 137, **146**, 226, 227 & 228	Pharr	Las Milpas Comm. Center	7107 S. Cage Blvd.	
32	**60**, 116, 142, 143, 144 & 240	Pharr	PSJA North High School	500 E. Earling Rd.	
33	**40**, 155, 235 & 238	Progreso	Progreso Community Center	510 N. FM 1015	
34	43, **104**, 154 & 189	San Carlos	San Carlos Resource Center	230 N. 86th St.	
35	4, 39, 59, **117** 118, 156, 159 & 245	San Juan	San Juan Fire Station #2	2301 N. Raul Longoria Rd.	
36	**51 &** 80	Sullivan	Fire Station	500 Cenizo Drive	
37	2, 21, 22, 41, 42, 46, 57, 58, 71, 110, **111**, 112, 113, 114, 121, 132, 186, 190, 191, 196 & 250	Weslaco	Business Visitor & Event Center	275 S. Kansas	

CC Approval July 7, 2015

AI-51503 **Head Start** **17. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in Honor of Aurora M. Trigo for 38 years of service to the families of the Hidalgo County Head Start Program.

BACKGROUND

Fiscal Impact

Attachments

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/23/2015 04:33 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Julia Sullivan		Started On: 09/23/2015 11:23 AM
Final Approval Date: 09/25/2015		

RESOLUTION IN HONOR OF AURORA M. TRIGO FOR 38 YEARS OF SERVICE

WHEREAS, Mrs. Aurora M. Trigo is being honored for her exceptional work and dedication to the Hidalgo County Head Start Program after serving with distinction and integrity for the past 38 years; and

WHEREAS, a resident of Sullivan City, she was born to Florentino and Yolanda G. Flores and she is the third of nine children. Mrs. Trigo is married to Jose Luis Trigo and they have 4 daughters, Mayra Lee, Roxanne, Brenda Marie, Terri Ann; and

WHEREAS, a graduate of La Joya High School, Mrs. Trigo went on to earn an Associate's of Applied Science – Child Care and Development from South Texas College in 2005, and;

WHEREAS, after working as a Teacher's Aide and as a Migrant Community Aide with the La Joya Independent School District, in 1976 she officially began her Head Start career as volunteer, then as an Assistant Teacher, working to become a Teacher and became a Center Director at the La Joya Head Start in 1980, and serving as Center Manager at the Sullivan City Head Start since 1995; and

WHEREAS, as Center Manager she administered the center's daily operation, demonstrated leadership in the areas of administration, instruction, health and social services. Mrs. Trigo was dedicated in her responsibilities is supervising the classroom teachers and other staff as assigned. And, maintained her Head Start Center to the highest level of compliance with Minimum Standards, Performance Standards and the Program's Policies and Procedures; and

WHEREAS, after serving for 38 years, Mrs. Trigo looks forward to spending more time with her family.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby honor Aurora M. Trigo for her outstanding service, dedication, and commitment during her 38 years of service to the families of the Hidalgo County Head Start Program, and on this day wishes her a long, healthy and fruitful retirement.

Approved this 29th day of September 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-51408 **Head Start** **17. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Linda Galaviz, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Weslaco Independent School District

BACKGROUND

Fiscal Impact

Attachments

MOU w Weslaco ISD 9.16.15
BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 01:55 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Linda Galaviz		Started On: 09/16/2015 03:50 PM
Final Approval Date: 09/25/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: September 14, 2015

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Weslaco Independent School District

RATIONALE/NEED: The memorandum of Understanding (MOU) is to collaborate with the Weslaco Independent School District to deliver services to Head Start Children and families. This partnership includes services of early childhood state certified teachers to address school readiness.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandums of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Ambrosio Tovar

From: Steve Crain <scrain@atlashall.com>
Sent: Wednesday, September 16, 2015 5:51 PM
To: 'Ambrosio Tovar'
Subject: RE: WISD TLI MOU FINAL

If the insurance limits are OK with you then the MOU is fine.

From: Ambrosio Tovar [mailto:ambrosio.tovar@hchsp.org]
Sent: Wednesday, September 16, 2015 4:59 PM
To: scrain@atlashall.com
Subject: WISD TLI MOU FINAL

Insurance, included.

Memorandum of Understanding Between
Weslaco Independent School District and the
Hidalgo County Head Start Program
2015-2016

Purpose:

This collaborative partnership establishes an agreement between **Hidalgo County Head Start Program (HCHSP) and the Weslaco Independent School District (WISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between WISD and HCHSP are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **WISD** is a public education institution of the state of Texas. **HCHSP** and **WISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Weslaco ISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors are informed of the various aspects and elements of this partnership agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire agreement between WISD and HCHSP and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:
Days of operation shall not be less than one-hundred seventy-seven (177) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Center Sites:
The names and addresses of the HCHCP sites that will be serviced by WISD:

Hidalgo County Head Start Weslaco #1 Center
310 N. Kansas
Weslaco, Texas 78596

Hidalgo County Head Start La Herencia Center
RR 3 Box 3059
Mercedes, Texas 78570

Hidalgo County Head Start Weslaco #3 Center
1317 W. Exp. 83
Weslaco, Texas 78596

Hidalgo County Head Start Program Mercedes #2 Center
3601 E. Mile 8 North
Weslaco, Texas 78596

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 10, 2015 and ending July 31, 2016. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of July 2016, for a term or other terms as may be subsequently agreed to upon by both parties.

Weslaco Responsibilities:

WISD will provide appropriate educational and supportive services to ensure children and families are school ready. WISD shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description

Eligible children are 3 or 4 year olds as of September 1, 2015, will be dual-enrolled and served by WISD and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a certified WISD funded **School Readiness Integration (SRI) teacher** in the classrooms.

Partnership Responsibilities

A. WISD will:
   a. Assign a principal, instructional coach/s, and/or program specialist to supervise, monitor, support and evaluate the teacher.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating HCHSP children.
   c. Coordinate efforts with HCHSP to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by WISD involving HCHSP children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the WISD Special Education Program.
   g. Arrange for a substitute when the WISD SRI teacher is absent.
   h. Provide support staff to assist with various services to the children, parents, and teachers.
   i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
   j. Meet monthly or on a regular basis with HCHSP designated personnel to facilitate the instructional process and other services.
   k. Provide an overview of the collaboration with the participating Administrators.
   l. Finance the WISD personnel and other resources.

m. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 ea. Occurrence, and ii) General Aggregate $600,000 HCHSP must be named as an additional insured.

B. The WISD SRI Teacher/Staff will:
   a. Provide 3 hours of daily instruction in cognitive development to the HCHSP children utilizing the State Adopted Curriculum (4 yr. olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 yr. olds).
   b. Attend and/or assist in delivery of collaborative Professional Development for Weslaco and HCHSP as deemed appropriate.
   c. Implement the Texas School Ready! Project as an early education approach to prepare children to be Kindergarten Ready and Beyond.
   d. The WISD teacher will participate and support requirements of the Texas School Ready! Project.
   e. Participate with the HCHSP staff in the recruitment process.
   f. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
   g. Attend HCHSP collaboration meetings as deemed necessary during the school year.
   h. Complete and fulfill the required documentation for WISD and HCHSP with the assistance of both Human Resource Departments
   i. Collaborate with the HCHSP teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
   j. Inform the Center Manager and HCHSP teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
   k. Follow collaboration protocol with any issues/concerns which may arise.
   l. Follow WISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
   m. Comply with any other responsibilities assigned by the immediate supervisor.
   n. Coordinate efforts with the HCHSP staff to register the children online.

C. HCHSP will:
   a. Coordinate efforts with WISD to identify children with special needs and follow the WISD referral process for identification and services.
   b. Identify personnel who will attend the ARDs conducted by WISD.
   c. Assist with the distribution, completion, and submission of the required WISD student enrollment documents within the first week of a child's enrollment.
   d. Coordinate with district staff to transition children to the Weslaco public schools at the end of each school year.
   e. Provide assistance with daily attendance reporting.
   f. Provide information concerning implementation of the integration of services as requested by designated district personnel.
   g. Provide a designated space to store instructional materials.
   h. Meet monthly or as needed with the designated WISD personnel.
   i. Schedule a time for the HCHSP teacher and WISD teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
   j. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
   k. Finance program operations based on the HCHSP grant.

D. Collaboratively WISD and HCHSP will:

a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Develop a Collaboration Guide which details the partnership and its daily operation.
f. Review program operations to avoid duplication of efforts.
g. Meet on a regular basis to discuss the progress of the collaboration.
h. Perform children's assessment and evaluation, and collaborative program evaluation, to meet WISD and HCHSP requirements.
i. Analyze and share data for program planning and improvement.
j. Work together to meet attendance goal.
k. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
l. Provide family services, parent engagement activities and home visits.
m. Embrace and support the collaboration efforts of the Texas School Ready! Project.
n. Support all events which promote the partnership.
o. Organize, plan and develop a plan to sustain the partnership and promote a collaborative culture.

Transportation Services

Assigned WISD teachers will travel to HCHSP sites and provide instruction to students at such locations.

General Conditions

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the agreement, WISD and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with our without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of Weslaco and HCHSP, and may not be modified in any manner without the express written consent of all parties.
- Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
- This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.

- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, Head Start will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless WISD and their respective elected officials, employees, representatives and agents (collectively "**Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**Claims**") by any person or entity, arising out of, caused by, or resulting from Head Start's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Head Start, anyone directly employed by Head Start or anyone for whose acts Head Start may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

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The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **WISD** and **HCHSP** to provide the children the best services available.

Weslaco Independent School District

_____ _____

Dr. Ruben Alejandro, Superintendent of Schools
Weslaco ISD
319 S. 4th St.
Weslaco, Texas 78596
956-969-6500
956-969-0201 (fax)

Date

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date

Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

AI-51407 **Head Start** **17. C.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Rescind MOU Approved by Hidalgo County Head Start Program Policy Council on August 19, 2015, Agenda Item #VI.B.3, and by Commissioners' Court on September 1, 2015, Agenda Item, A1-50872, "Discussion/Approval to Enter Into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Weslaco Independent School District

BACKGROUND

Fiscal Impact

Attachments

Rescind MOU w Weslaco ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 01:55 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Linda Galaviz		Started On: 09/16/2015 03:37 PM
Final Approval Date: 09/25/2015		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 21, 2015

SUBJECT: Discussion/Approval to Rescind MOU approved by Policy Council on 08/19/15, Agenda Item #VI. B. 3, and by Commissioner's Court on 09/01/15, Agenda Item, AI-50872, "Discussion/Approval to Enter Into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Weslaco Independent School District

RATIONALE/NEED: The MOU will be revised to include two additional Head Start Centers into the Agreement.

RECOMMENDATION: Administration recommends approval

COST: N/A

RELATED INFORMATION INCLUDED: PC Agenda/CC Agenda/MOU

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

MR TOVAR

State of Texas
County of Hidalgo
Edinburg, Texas

Hidalgo County Head Start Program
WEDNESDAY, AUGUST 19, 2015
5:45 p.m.-Meal/6:30 p.m.-Meeting

POLICY COUNCIL REGULAR AGENDA
HIDALGO COUNTY HEAD START PROGRAM
POLICY COUNCIL MEETING
WEDNESDAY, AUGUST 19, 2015
6:30 P.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Policy Council of the Hidalgo County Head Start Program will be held in the LBJ Head Start Administration Building Conference Room located at 1901 West State Highway 107, McAllen, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted.

The Policy Council reserves the right to adjourn into Executive (Closed) Session at any time during the course of this meeting to discuss any of the items listed on this agenda as authorized by the Texas Open Meeting Act. No final action will be taken in Executive (Closed) Session.

FILED
AT 2:10 O'CLOCK P M
AUG 10 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY Elsa Gehl DEPUTY

I. Call Meeting to Order, Roll Call, Establish Quorum — *Rebecca Villarreal*

II. Prayer/Pledge of Allegiance — *Eva Watts*

III. Approval of Consent Agenda — *Rebecca Villarreal*

IV. Public Comments — *Rebecca Villarreal*

V. Program Director's Report — *Teresa Flores*
   A. Oral Report on First Day of Classes

VI. Program Operations
   A. Administration — *Teresa Flores*
      1. Discussion/Approval of Area Distribution 2015-2016

   B. Procurement – Bids/Contracts/Proposals — *Ambrosio Tovar*
      1. Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Air Conditioning Maintenance & Repair Services Contract (under same terms and conditions) with Roberto Ontiveros, dba, JR Electric
      2. Discussion/Approval for Hidalgo County Head Start Program to Amend The Interlocal Agreement, for a Facility, with the McAllen Housing Authority (McAllen V Head Start Center)
      3. Discussion/Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Weslaco Independent School District

VII. Programmatic Services – No Items

VIII. Closed Session: Policy Council may go into Closed Session Pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 and 551.074 - to discuss the following: — *Rebecca Villarreal*
   1. Personnel Report – New Hires, Resignations, Terminations
   2. Performance Appraisal of Executive Director

IX. Open Session: Action on Items Discussed in Closed Session — *Rebecca Villarreal*
   1. Personnel - New Hires, Resignations, Terminations
   2. Performance Appraisal of Executive Director

Print | Back to Calendar | Return | Previous | Next

AI- 50872 Head Start 17. C.

CC - REGULAR

Meeting Date: 09/01/2015

Submitted For: Edmundo Garcia **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Weslaco Independent School District

BACKGROUND

Policy Council Approval: 08.19.15

Fiscal Impact

Attachments

MOU w Weslaco ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 08:31 AM
Purchasing Department	Monica Badillo	08/28/2015 05:40 PM

Form Started By: Linda Galaviz **Started On:** 08/12/2015 03:10 PM

Final Approval Date: 08/28/2015

AgendaQuick©2005 - 2015 Destiny Software Inc., All Rights Reserved

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 19, 2015

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Weslaco Independent School District

RATIONALE/NEED: The Memorandum of Understanding (MOU) is to collaborate with the Weslaco Independent School District to deliver services to Head Start children and families. This partnership provides for an expansion of the previous agreement and includes services of an early childhood state certified teacher to address school readiness.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum of Understanding (MOU)

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director for Program Operations

EXECUTIVE DIRECTOR'S APPROVAL:

Memorandum of Understanding Between
Weslaco Independent School District and the
Hidalgo County Head Start Program
2015-2016

Purpose:

This collaborative partnership establishes an agreement between **Hidalgo County Head Start Program (HCHSP) and the Weslaco Independent School District (WISD)** to provide Head Start services to age and income eligible pre-K children as per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between WISD and HCHSP are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **WISD** is a public education institution of the state of Texas. **HCHSP** and **WISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and Weslaco ISD Board of Trustees) established per applicable statues and local ordinances and/or procedures, which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this agreement. Each designee shall ensure that their respective Board of Directors are informed of the various aspects and elements of this partnership agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire agreement between WISD and HCHSP and may not be amended except by a written document signed by both entities.

Days and Hours of Operation:
Days of operation shall not be less than one-hundred seventy-seven (177) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 pm.

Center Sites:
The names and addresses of the HCHCP sites that will be serviced by WISD:

Hidalgo County Head Start Weslaco #1 Center
310 N. Kansas
Weslaco, Texas 78596

Hidalgo County Head Start Weslaco #3 Center
1317 W. Exp. 83
Weslaco, Texas 78596

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing August 10, 2015 and ending July 31, 2016. Hidalgo County Head Start shall have the option of renewal to extend the term of the MOU hereof, commencing on the first day of July 2016, for a term or other terms as may be subsequently agreed to upon by both parties.

Weslaco Responsibilities:

WISD will provide appropriate educational and supportive services to ensure children and families are school ready. WISD shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description

Eligible children are 3 or 4 year olds as of September 1, 2015, will be dual-enrolled and served by WISD and HCHSP. Collaboratively, the HCHSP children will receive 3 hours of instruction in cognitive development by a certified WISD funded **School Readiness Integration (SRI) teacher** in the classrooms.

Partnership Responsibilities

A. WISD will:
   a. Assign a principal, instructional coach/s, and/or program specialist to supervise, monitor, support and evaluate the teacher.
   b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating HCHSP children.
   c. Coordinate efforts with HCHSP to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
   d. Permit HCHSP representatives to attend ARDs conducted by WISD involving HCHSP children.
   e. Supplement health services, educational services, parental training and other services as required by the children and their families.
   f. Assign special education teachers to provide services to children who are identified in need of special services through the WISD Special Education Program.
   g. Arrange for a substitute when the WISD SRI teacher is absent.
   h. Provide support staff to assist with various services to the children, parents, and teachers.
   i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
   j. Meet monthly or on a regular basis with HCHSP designated personnel to facilitate the instructional process and other services.
   k. Provide an overview of the collaboration with the participating Administrators.
   l. Finance the WISD personnel and other resources.

B. The WISD SRI Teacher/Staff will:

a. Provide 3 hours of daily instruction in cognitive development to the HCHSP children utilizing the State Adopted Curriculum (4 yr. olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 yr. olds).
b. Attend and/or assist in delivery of collaborative Professional Development for Weslaco and HCHSP as deemed appropriate.
c. Implement the Texas School Ready! Project as an early education approach to prepare children to be Kindergarten Ready and Beyond.
d. The WISD teacher will participate and support requirements of the Texas School Ready! Project.
e. Participate with the HCHSP staff in the recruitment process.
f. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
g. Attend HCHSP collaboration meetings as deemed necessary during the school year.
h. Complete and fulfill the required documentation for WISD and HCHSP with the assistance of both Human Resource Departments
i. Collaborate with the HCHSP teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
j. Inform the Center Manager and HCHSP teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
k. Follow collaboration protocol with any issues/concerns which may arise.
l. Follow WISD requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
m. Comply with any other responsibilities assigned by the immediate supervisor.
n. Coordinate efforts with the HCHSP staff to register the children online.

C. HCHSP will:
a. Coordinate efforts with WISD to identify children with special needs and follow the WISD referral process for identification and services.
b. Identify personnel who will attend the ARDs conducted by WISD.
c. Assist with the distribution, completion, and submission of the required WISD student enrollment documents within the first week of a child's enrollment.
d. Coordinate with district staff to transition children to the Weslaco public schools at the end of each school year.
e. Provide assistance with daily attendance reporting.
f. Provide information concerning implementation of the integration of services as requested by designated district personnel.
g. Provide a designated space to store instructional materials.
h. Meet monthly or as needed with the designated WISD personnel.
i. Schedule a time for the HCHSP teacher and WISD teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of efforts.
j. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
k. Finance program operations based on the HCHSP grant.

D. Collaboratively WISD and HCHSP will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
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Weslaco Independent School District

Dr. Ruben Alejandro, Superintendent of Schools
Weslaco ISD
319 S. 4th St.
Weslaco, Texas 78596
956-969-6500
956-969-0201 (fax)

Date

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Date

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By: _____
Ricardo González

AI-51385 **Head Start** **17. D.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Appointment of One (1) Community Rep by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning in October - Pending Appointment Commissioner Joseph Palacios, Pct. 4

BACKGROUND

Fiscal Impact

Attachments

Community Representative

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2015 02:39 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Linda Galaviz		Started On: 09/15/2015 03:23 PM
Final Approval Date: 09/25/2015		

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Grantee Board Members (Commissioners' Court Members)

FROM: Teresa Flores, Executive Director

SUBJECT: Community Representatives Appointments

DATE: September 2, 2015

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program Policy Council By-Laws, the Hidalgo County Commissioners' Court must nominate five (5) Community Representatives, one by each member to serve on the Hidalgo County Head Start Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

Your appointment for the 2015-2016 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

The current members on the Policy Council serving as Community Representatives nominated by the Grantee Board (Commissioners' Court) are as follows:

Commissioners' Court (Grantee Board Members)	Current Community Representatives	Years of Services
Ramon Garcia, County Judge	Dr. Martin "Doc" Castillo	1
A.C. Cuellar, Jr. Commissioner, Pct. 1	Eva Watts	2
Eduardo "Eddie" Cantu Commissioner, Pct. 2	Pete Garcia	2
Joe M. Flores Commissioner, Pct. 3	Rebecca Villarreal	2
Joseph Palacios Commissioner, Pct. 4	Rebecca Solis	1

Source: Policy Council By-Laws
Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(continued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-51355 **WIC** **18. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC ADM GRANT (1292):

1. Approval to accept the FY 2016 WIC Admin Grant award in the amount of $10,300,000.00, commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue the provision of WIC Services for FY 2016 commencing October 1, 2015 - September 30, 2016.
3. Approval of Certification of Revenues in the amount of $10,300,000.00 as certified by the County Auditor for the FY 2016 WIC Admin Grant.
4. Approval of appropriation of funds in the amount of $10,300,000.00 for the FY 2016 WIC Admin Grant.
5. Approval of the following personnel actions:

Action	Dept/ Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	350-001	0005	Executive Assistant II	$48,149.00	$0.00	($48,149.00)
Delete	350-001	0086	Maintenance III	$28,840.00	$0.00	($28,840.00)
Delete	350-001	0221	Nutritionist I	$41,280.00	$0.00	($41,280.00)

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC BF Grant (1292):

1. Approval to accept the FY 2016 WIC BF Peer Counselor Grant in the amount of $821,302.00 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC BF Peer Counselor Program for FY 2016 commencing October 1,2015 -September 30, 2016.
3. Approval of Certification of Revenues in the amount of $821,302.00 as certified by the County Auditor for the FY 2016 WIC BF Peer Counselor Grant.
4. Approval of appropriation of funds in the amount of $821,302.00 for the FY 2016 WIC BF Peer Counselor Grant.
5. Approval to create one (1) Full-Time position as follows:

Dept/Program	Slot #	Position	Current Budgeted	Proposed Budgeted	Total

		Title	Salary	Salary	Adjustment
350-002	0034	Peer Counselor I	$0.00	$21,008.00	$21,008.00

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Registered Dietician Grant (1292):
1. Approval to accept the FY 2016 WIC Registered Dietician Grant award in the amount of $60,000.00 commencing
October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2 Requesting authorization to continue provision of the WIC Registered Dietician Program for the FY 2016 commencing
October 1, 2015 - September 30,2016.
3. Approval of Certification of Revenues in the amount of $60,000.00 as certified by the County Auditor for the FY 2016 WIC Registered Dietician Grant.
4. Approval of appropriation of funds in the amount of $60,000.00 for the FY 2016 WIC Registered Dietician Grant.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Lactation Services 1292):
1. Approval to accept the FY 2016 WIC Lactation Services Grant in the amount of $50,000.00, commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Lactation Services Program for FY 2016 commencing
October 1, 2015 - September 30, 2016 pending receipt of contract documents.
3. Approval of Certification of Revenues in the amount of $50,000.00 as certified by the County Auditor for the FY 2016 WIC Lactation Services Grant .
4. Approval of appropriation of funds in the amount of $50,000.00 for the FY 2016 WIC Lactation Services Grant.
5. Approval to create one (1) Full-time position as follows:

Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
350-013	0001	International Board Certified Lactation Consultant (IBCLC)	$0.00	$46,000.00	$46,000.00

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Lactation Service Center Grant (1292):
1. Approval to accept the FY 2016 WIC Lactation Service Center Grant in the amount of $289,000.00,

commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Lactation Service Center for the FY 2016 commencing
October 1, 2015-September 30, 2016 pending receipt of contract documents.
3. Approval of Certification of Revenues in the amount of $289,000.00 as certified by the County Auditor for the FY2016 WIC Lactation Service Center Grant.
4. Approval appropriation of funds in the amount of $289,000.00 for the FY 2016 WIC Lactation Service Center.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Peer Dad Grant (1292):
1. Approval to accept the FY 2016 WIC Peer Dad Grant in the amount of $30,000.00, commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Peer Dad Grant for the FY2016 commencing October 1, 2015 -September 30, 2016 pending receipt of contract documents.
3 Approval of Certification of Revenues in the amount of $30,000.00 as certified by the County Auditor for the FY 2016 WIC Peer Dad Grant.
4. Approval of appropriation of funds in the amount of $30,000.00 for the FY 2016 WIC Peer Dad Grant.
5. Approval to create one (1) part-time position as follows:

Dept/ Program	Slot #	Position Title	Proposed Hourly Rate	Proposed # of Working Hours	Proposed Budgeted Salary
350-019	0001	Peer Dad	$18.53	1,040	$19,275.00

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.001.6.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Appropriation of funds in the amount of # $10,300,00.00
WIC Administration Revenues 5-1292-331-12-350-001-6-000
No County Match- 100% State Funding.

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.002.6.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Appropriation of funds in the amount of $821,302.00

WIC BF Peer Counselor Program -5-1292-331-12-350-002-5-000

No County WIC 100% State Funding.

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.012.6.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Appropriation of funds in the amount of $60,000.00

WIC Registered Dietician Revenues 5-1292-331-12-350.012-6.000

No County Match 100% State Funding

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.013.6.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Appropriation of funds in the amount of $50,000.00

WIC Lactation Services-5-1292-331-12-350-013-6-000

No County Match - 100% State Funding

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.017.6.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Appropriation of funds in the amount of $289,000.00 for the Lactation Service Center

WIC Lactation Service Center-5-1292-331-12-350-017-6-000

No Count Match- 100% State Funding

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.019.5.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Appropriation of funds in the amount of $30,000.00

WIC Peer Dad Grant Revenues 5-1292-331-12-350-019-6-000

No County Match - 100% State Funding

Attachments

2016 WIC Contracts
JOB DESCRIPTION
WIC ADM Appropriation
BF Appropriation
Lactation Appropriation
Peer Dad Appropriation
RD Appropriation
Lactation Center Appropriation
PAR FORMS
job description
COR
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2015 02:34 PM
Human Resources	Diana Munoz	09/21/2015 04:48 PM
Manuel Chapa	Debbie Tamez	09/25/2015 04:49 PM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Margarita Gonzalez		Started On: 09/11/2015 02:44 PM
Final Approval Date: 09/25/2015		

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

KIRK COLE
INTERIM COMMISSIONER

August 28, 2015

Ms. Norma L. Longoria, WIC Director
LA #12, Hidalgo County Health & Human Services
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

FY 2016 WIC contracts, effective dates October 1, 2015 through September 30, 2016, are currently being prepared and entered into our system. A breakdown of the total "not-to-exceed" is outlined in the table below. A copy of the contract will be sent to agencies for signature once all have been entered.

In order to help your agency with budgeting, we have provided you with the following funding amounts:

Project	Project Contact	Initial Amount	Type of Allocation		
			Admin	NE	BF
WIC Funding	Benny Jasso benny.jasso@dshs.state.tx.us (512) 341-4573	**$10,771,345.00**	X	X	X
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx,us (512) 341-4593	**$821,302.00**			X
Registered Dietitian	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	**$60,000.00**	X	X	X
Lactation Services	Faith Njoroge faith.njoroge@dshs.state.tx.us (512) 341-4575	**$50,000.00**			X
Lactation Service Center	Tracy Erickson tracy.erickson@dshs.state.tx.us (512) 341-4521	**$289,000.00**			X
Peer Dad	Kristina Arrieta kristina.arrieta@dshs.state.tx,us (512) 341-4593	**$30,000.00**			X
Total Contract "Not to Exceed" Amount		**$12,021,647.00**			

Please note that these are initial funding amounts. These amounts may be adjusted at any time during the contracting period. Your agency will be notified by Letter of Amendment for any adjustments to your funding.

In order for the State Agency to track these expenditures, please bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13).* In order to capture all special project expenditures, continue to bill on a separate voucher even if you exceed the allocation amount listed above. Any amount over your allocation will be charged appropriately to your regular funding.

Remember to label each voucher with the specific project name you are billing for, as well as listing allocations to Administrative (Admin), Nutrition Education (NE) and Breast feeding (BF) costs. Vouchers without allocations listed will not be applied toward your NE or BF expenditures. Grants that may only be allocated to one category will be applied to that category without any need for allocations.

This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy. Requests for purchases should be submitted electronically to the Contract Development and Support Branch email box at: cdsb@dshs.state.tx.us.

If you have any questions or require additional information regarding your special projects, please use the project contact information listed above. Questions concerning billing should be directed to Alisin Genfan at (512) 776-3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

Lindsay Rodgers, Director
Nutrition Services Section

AG:kk

Special Projects

Note: Not all agencies are approved for all special projects. Please refer to cover letter.

Peer Counselor – This funding can be used for training and salaries of peer counselors who assist pregnant and breastfeeding WIC participants. It can also be used for communication equipment you may have requested and travel expenses peer counselors may incur in the course of performing their job duties or attending training and/or conferences.

Allocations are made based upon the following criteria: number of pregnant and breastfeeding women served, retaining counselors established with previous discretionary funding, prevalence of serving rural and remote locations, and breastfeeding rates.

Registered Dietitian (RD) – Use this special funding for reimbursement of RD duties such as:

- Assisting with the Quality Assurance Program (i.e., ongoing evaluation of individual counseling, nutrition education classes, clinical procedures, etc.).
- Assisting with the implementation of Value Enhanced Nutrition Assessment (VENA).
- Providing staff training on nutrition-related topics and nutrition assessment procedures.
- Assisting with your local agency's WIC Certification Specialist Program.
- Developing and implementing a quality assurance program.
- Assisting with completion and application of the *Nutrition Education, Breastfeeding and Training Plan.*
- Providing high-risk individual counseling.
- Conducting facilitated discussion nutrition education classes.
- Consultation regarding the appropriate issuance of special formulas.
- Developing and implementing the Obesity Prevention Mini Grant.

Please note the following:

- All local agencies are required to have an RD on staff or on contract (*WIC Policy GA:14.0*).
- You must follow *Policy AC: 16.0 – Allowable Costs – Professional Contract Services*, when securing the services of an RD consultant via contract.
- Use a separate *State of Texas Purchase Voucher (form B-13)* to bill the state for RD services funded by this special allocation. Specify on the face of the voucher that this is reimbursement for an RD consultant or to defray the cost of a staff RD.
- Prior to contracting with the RD, the RD should provide you with a copy of his/her registration card from the Commission on Dietetic Registration. This is proof that the consultant is an RD.

The State Agency plans to reallocate any unused RD funds later this fiscal year. At that time, funds will be shifted from local agencies that have not used their funds to local agencies that need additional funding.

Obesity Prevention Mini Grant (OPMG) – OPMG funding may be used to pay for staff time and expenses related to the project as detailed in your accepted project budget. Please be advised that acceptance of your project does not relieve you of the responsibility to seek State Agency approval for a specific dollar threshold related to particular items if State Policy requires it.

Lactation Services – Funds are being provided to help your agency provide breastfeeding assistance to WIC participants and WIC staff. This funding can be used for contract or regular WIC employees. You will be reimbursed for the following expenses:

- To reimburse local agencies for fees paid to:
  - Counsel WIC moms with breastfeeding problems that are beyond the expertise of WIC staff.
  - Provide training to WIC staff, conduct special breastfeeding classes or support group sessions, or assist with WIC-sponsored workshops for health-care professionals.
- To reimburse local agency staff for fees paid to prepare for (i.e., study materials) or take the International Board of Lactation Consultant Examiners (IBLCE) exam. See www.iblce.org for more information.
- To pay for equipment that would complement lactation consults such as nipple shields and shells, nursing bras, large and extra-large breast pump flanges, and supplemental nursing systems.
- To pay for staff reference books and teaching aids such as breastfeeding dolls, stuffed breasts, belly balls, flip charts and other teaching tools.
- To pay for equipment to establish and supply a nursing room to be used for lactation consultations and a private place for WIC moms to nurse and pump. Examples include chairs, pillows, stools, side table, lamps, peer counselor desk and chair, and dividers for privacy.

HIDALGO COUNTY WIC PROGRAM

INTERNATIONAL BOARD CERTIFIED LACTATION CONSULTANT (IBCLC)

GENERAL DESCRIPTION

Under the direct supervision of the Registered Nurse IBCLC, performs moderate to high senior level professional lactation consultations independently within the scope of practice attributed to the skills of a International Board Certified Lactation Consultant. Responsible for the implementation of the standards of care and guidelines required to assist breastfeeding mothers in all areas of breastfeeding support, with the purpose to maintain breastfeeding and increase the duration of breastfeeding. Assist Lactation Care Center staff (consultants and peer counselors) and work in cooperation with hospitals, local state WIC Clinics.

EXAMPLES OF WORK PERFORMED

Observes, assesses, plans, performs specific care and evaluates participants' care based on assessments. Provides teaching to clients and their families. Performs all related activities according to acceptable IBCLC evidence based practices and procedures

Coordinates WIC breastfeeding activities within local hospitals and community organizations

Reviews literature and research findings to keep abreast of current lactation protocols and helps to serve as a resource for breastfeeding information to WIC participants, and staff

Demonstrates knowledge of breastfeeding principles, practices, procedures. Develops individual feeding plan and counsels clients along with support members

Maintains a system which insures the follow-up and continuous care for mothers and infants referred by hospitals, agencies and clinics

Records clients' progress and concerns. Informs clients of available referral services

Helps to collect and monitor Lactation Care Center; Statistics in order to compile reports

Conducts baby behavior and lactation classes as needed

Audits and monitors breast pumps, breastfeeding aids and other breastfeeding materials in the Lactation Center

Participates in community outreach activities to promote Lactation Care services

Attends monthly supervisors' meetings and other required trainings

Perform utilization reviews, analyzes data, and makes recommendations to Registered Nurse/IBCLC

Assists with the training of all staff that provide direct breastfeeding services to participants

Attends work on the regular and predictable schedule in accordance with Hidalgo County leave policy and performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited two-year College with a minimum of an Associates Degree in Health, Nutrition or related field

Two to three years (2-3) of experience providing lactation support and instruction.

Two (2) years of experience may substitute one (1) year of education.

Bilingual preferred (English/Spanish)

Certificates, Licenses, Registrations

IBCLC Certification by International Board of Lactation Consultant Examiners.

Current Immunization Record and an annual Tuberculin test

Must possess a valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Ability to provide patient care, prepare and maintain follow-up on clients' records, organize, coordinate, and evaluate the Lactation Center activities and delivery of breastfeeding support services

Ability to train all levels of staff

Ability to analyze research data and compile reports

Knowledge and application of computer programs to include MS office software

Ability to plan, organize, schedule, and coordinate resources effectively

Effective oral and written communication skills

Completion of all required WIC modules during the probationary period

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; stoop and kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

DATE: 9/24/12015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.001.6.XXX WIC ADMIN.

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.001.6.112	Salaries	103,896.50
5.1292.441.00.350.001.6.113	Perm F/T Employees	5,796,689.50
5.1292.441.00.350.001.6.114	Perm P/T Employees	134,145.00
5.1292.441.00.350.001.6.115	Longevity	108,660.00
5.1292.441.00.350.001.6.211	Health Insurance	1,202,760.00
5.1292.441.00.350.001.6.212	Life Insurance	7,325.00
5.1292.441.00.350.001.6.220	FICA	457,978.00
5.1292.441.00.350.001.6.230	Retirement	632,190.00
5.1292.441.00.350.001.6.250	Unemployment	35,920.00
5.1292.441.00.350.001.6.260	Workers Comp	56,275.00
5.1292.441.00.350.001.6.310	Indirect Costs	450,000.00
5.1292.441.00.350.001.6.340	Hauling & Freight	8,949.00
5.1292.441.00.350.001.6.411	Water /Sewer	12,000.00
5.1292.441.00.350.001.6.412	Cable /TV	15,000.00
5.1292.441.00.350.001.6.413	Survellance & Security	16,000.00
5.1292.441.00.350.001.6.421	Disposal	20,000.00
5.1292.441.00.350.001.6.425	Pest Control	1,000.00
5.1292.441.00.350.001.6.430	Bldg.Repair & R&M Service	50,000.00
5.1292.441.00.350.001.6.441	Land & Bldg.Rental	471,221.00
5.1292.441.00.350.001.6.442	Equip & Vehicle Rental	20,000.00
5.1292.441.00.350.001.6.520	Other Insurance	30,000.00
5.1292.441.00.350.001.6.531	Telephone	130,000.00
5.1292.441.00.350.001.6.532	Wireless devices	15,000.00
5.1292.441.00.350.001.6.534	Internet	20,000.00
5.1292.441.00.350.001.6.535	Postage	30,000.00
5.1292.441.00.350.001.6.540	Advertising	8,000.00
5.1292.441.00.350.001.6.550	Printing	15,408.00
5.1292.441.00.350.001.6.581	In County Travel	25,000.00

5.1292.441.00.350.001.6.583	Travel Out Of County	18,000.00
5.1292.441.00.350.001.6.584	Registration	10,000.00
5.1292.441.00.350.001.6.610	Office & Computer Supplies	130,000.00
5.1292.441.00.350.001.6.622	Electricity	100,000.00
5.1292.441.00.350.001.6.626	Gas/Diesel	10,000.00
5.1292.441.00.350.001.6.631	Bottle Water	10,000.00
5.1292.441.00.350.001.6.640	Reference Materials	1,000.00
5.1292.441.00.350.001.6.660	Furnishing & Equipment	3,000.00
5.1292.441.00.350.001.6.780	Capital Lease	142,083.00
5.1292.441.00.350.001.6.810	Dues & Memberships	2,000.00
5.1292.441.00.350.001.6.811	License & Permits	500.00
5.1292.331.12.350.001.6.XXX	WIC Program Revenue	10,300,000.00
	TOTAL FUND BALANCE IMPACT	10,300,000.00

REASON: Appropriate the FY2016 WIC Admin. grant award for the full grant cycle.

DATE: 9/24/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.002.6.XXX BF Peer Counselor

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.002.6.113	Salaries of F/T Employees	506,466.66
5.1292.441.00.350.002.6.115	Longevity	6,380.00
5.1292.441.00.350.002.6.211	Health Insurance	129,528.00
5.1292.441.00.350.002.6.212	Life Insurance	788.76
5.1292.441.00.350.002.6.220	FICA	39,245.64
5.1292.441.00.350.002.6.230	Retirement	54,262.84
5.1292.441.00.350.002.6.250	Unemployment Compensation	3,078.09
5.1292.441.00.350.002.6.260	Workers Comp	4,772.00
5.1292.441.00.350.002.6.532	Wireless Device	5,000.00
5.1292.441.00.350.002.6.581	In County Travel	18,000.00
5.1292.441.00.350.002.6.583	Out of County Travel	10,000.00
5.1292.441.00.350.002.6.584	Registration	10,000.00
5.1292.441.00.350.002.6.610	General Supplies	30,064.01
5.1292.441.00.350.002.6.605	Uniforms	3,716.00
5.1292.331.12.350.002.6.XXX	WIC BF Program Revenues	821,302.00
	TOTAL FUND BALANCE IMPACT	821,302.00

REASON: Appropriate the FY2016 BF Peer Counselor grant award for the full grant cycle.

DATE: 9/24/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.013.6.XXX LACTATION SERVICES

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.013.6.113	Salaries	47,213.00
5.1292.441.00.350.013.6.211	Health Insurance	1,074.00
5.1292.441.00.350.013.6.212	Life Insurance	37.56
5.1292.441.00.350.013.6.220	FICA	606.50
5.1292.441.00.350.013.6.230	Retirement	606.50
5.1292.441.00.350.013.6.250	Unemployment	276.00
5.1292.441.00.350.013.6.260	Wokers comp.	186.44
5.1292.331.12.350.013.6.XXX	WIC Lactation Program Revenue	50,000.00
	TOTAL FUND BALANCE IMPACT	50,000.00

REASON: Appropriate the FY2016 Lactation Services grant award for the full grant cycle.

DATE: 9/24/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.019.6.XXX PEER DAD

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.019.6.114	Salaries	19,783.09
5.1292.441.00.350.019.6.211	Health Insurance	6,130.94
5.1292.441.00.350.019.6.212	Life Insurance	37.56
5.1292.441.00.350.019.6.220	FICA	1,558.55
5.1292.441.00.350.019.6.230	Retirement	2,154.93
5.1292.441.00.350.019.6.250	Unemployment	122.24
5.1292.441.00.350.019.6.260	Workers Comp	212.69
5.1292.331.12.350.019.6.XXX	WIC Program Revenue	30,000.00
	TOTAL FUND BALANCE IMPACT	30,000.00

REASON: Appropriate grant FY 2016 Peer Dad grant award for the full grant cycle.

DATE: 9/24/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.012.6.XXX REGISTERED DIETICIAN

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.012.6.113	Salaries	45,759.00
5.1292.441.00.350.012.6.211	Retirement	6,130.94
5.1292.441.00.350.012.6.212	Life Insurance	37.56
5.1292.441.00.350.012.6.220	FICA	3,500.50
5.1292.441.00.350.012.6.230	Retirement	3,982.00
5.1292.441.00.350.012.6.250	Unemployment Comp	255.00
5.1292.441.00.350.012.6.260	Workers Comp	335.00
5.1292.331.12.350.013.5.XXX	WIC Program Revenue	60,000.00
	TOTAL FUND BALANCE IMPACT	60,000.00

REASON: Appropriate the FY 2016 Registered Dietitian grant award for the full grant cycle.

DATE: 9/9/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.017.6.XXX LACTATION SERVICE CENTER

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 follwing amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.017.6.113	Perm F/T Employees	162,093.00
5.1292.441.00.350.017.6.114	Perm P/T Employees	10,819.00
5.1292.441.00.350.017.6.115	Longevity	660.00
5.1292.441.00.350.017.6.211	Health Insurance	30,900.00
5.1292.441.00.350.017.6.212	Life Insurance	188.00
5.1292.441.00.350.017.6.220	FICA	13,228.00
5.1292.441.00.350.017.6.230	Retirement	18,260.00
5.1292.441.00.350.017.6.250	Unemployment	1,038.00
5.1292.441.00.350.017.6.260	Workers Comp	1,625.00
5.1292.441.00.350.017.6.412	Cable /TV	1,000.00
5.1292.441.00.350.017.6.441	Building Rental	12,000.00
5.1292.441.00.350.017.6.531	Telephone	5,000.00
5.1292.441.00.350.017.6.532	Wireless Device	5,000.00
5.1292.441.00.350.017.6.550	Printing	5,000.00
5.1292.441.00.350.017.6.581	In County Travel	2,000.00
5.1292.441.00.350.017.6.583	Out of County Travel	2,000.00
5.1292.441.00.350.017.6.584	Registration	1,500.00
5.1292.441.00.350.017.6.622	Electricity	10,000.00
5.1292.441.00.350.017.6.610	General Supplies	5,689.00
5.1292.441.00.350.017.6.640	Reference Materials	1,000.00
5.1292.331.12.350.017.6.XXX	WIC Program Revenue	289,000.00
	TOTAL FUND BALANCE IMPACT	289,000.00

REASON: Appropriate the FY2016 Lactation Service Center grant award for full grant cycle.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 11 2015.
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350-001 **DATE:** 9-9-15

CURRENT POSITION TITLE: Executive Assistant II **CURRENT SLOT. #:** 001-005

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 48,149.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ ($48,149.00) DT (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 1292.441.00-350-001

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Position vacant and not needed.

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

sdfsdfsdf

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 11 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350-001

DATE: 9-9-15

CURRENT POSITION TITLE: Maintenance III

CURRENT SLOT. #: 001-086

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,840.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ 0 (Net Change) DT ($28,840.00)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 1292-441-00-350-001

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Position vacant and not needed

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

sdfsdfsdf

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9/9/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	DATE 9/19/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/25/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 11 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350-001

DATE: 9-9-15

CURRENT POSITION TITLE: Nutritionist I

CURRENT SLOT. #: 001-221

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 41,280.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ ~~0~~ ($41,280.00) (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 1292-441-00-350-001

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Position vacant not needed.

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

sdfsdfsdf

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9-9-15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR sdfgsdfg	DATE 9/17/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/25/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 11 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350-002 **DATE:** 9-9-15

CURRENT POSITION TITLE: **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: PEER COUNSELOR I 0034
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 21,008.00 (Proposed Budgeted Salary) $ 21,008.00 (Net Change)

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 1292-441-00-350-002

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Need an extra Peer Counselor for Mobile Clinic.

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

sdfsdfsdf See job description.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	Norma L Longoria	DATE 9-9-15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	sdfgsdfg	DATE 9/17/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT		DATE 9/17/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL		DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 11 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350 -013

DATE: 9-9-15

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: International Board Certified Lactation Consultant
(For new positions or reclassifications) (IBCLC)

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 (Current Budgeted Salary) $ 46,000.00 (Proposed Budgeted Salary) $ 46,000.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☒ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Need another IBCLC due to the increase of Moms coming in for services at the Lactation Care Center.

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

sdfsdfsdf See Attached.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 11 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350 -019

DATE: 9-9-15

CURRENT POSITION TITLE:

CURRENT SLOT. #:

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Peer Dad

D001

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 (Current Budgeted Salary) $ ~~19,850.00~~ $19,275.00 DT (Proposed Budgeted Salary) $ $19,275.00 DT (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☒ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☒

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

New program to help engage Dads to be more involved with their children from birth until they are on their own.

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

sdfsdfsdf See job description.

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Norma L Longoria DEPARTMENT HEAD	9-9-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	sdfgsdfg HUMAN RESOURCES DIRECTOR	9/17/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/25/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY WIC PROGRAM

BREASTFEEDING PEER DAD

GENERAL DESCRIPTION

Under the supervision of Lactation Consultant or designee, directly responsible for providing breastfeeding promotion, support activities and information to fathers.

EXAMPLES OF WORK PERFORMED

Smile, greet and assist clients as needed. Practices professional etiquette

Counsels fathers and/or expected fathers on a one-to-one basis, or in a group class about breastfeeding and baby care

Distribute and share breastfeeding information to promote breastfeeding in waiting room

Documents breastfeeding assessment and counseling in medical records at Lactation Center, clinics or hospitals

Gives talks or presentations on father-to-father support of breastfeeding to civic, church or other men's groups

Assesses clients concerns, problems and provides appropriate referrals to appropriate health and social services

Uses appropriate counseling techniques/protocols in responding to a variety of culture and family situations

Correct misinformation and myths, which may prevent a father from encouraging his baby's mother to continue to breastfeed and how to deal with male envy of the breastfeeding pair

Give fathers specific ideas on how to become more involved with the breastfeeding experience

Completes lactation educator certification and participates in regular peer counselor meetings

Be knowledgeable of the Breast Pump Program policies and procedures

Networks with other health professionals to promote and support breastfeeding in the community to fathers

Exhibits basic WIC certification knowledge and comprehension

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School diploma or equivalent required. 1 year experience in community or social service preferred

When recruiting a Peer Dad the Local Agency shall choose fathers who: a)are receiving WIC or have received WIC b) wife/partner has successfully breastfed at least one baby for six months c) are enthusiastic about breastfeeding and have a desire to share that enthusiasm with other fathers

Bilingual preferred (English/Spanish) read and write

Knowledge, Skills, and Abilities

Must have the ability to read, write and comprehend English and Spanish language plus must be able to communicate with the public

Must have transportation and telephone availability

Available to work on one Saturday per month or at night depending on schedule

Must have a valid Texas Driver's License and maintain an acceptable driving record

Must comply with WIC immunization requirements

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; stoop and kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 25, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C Cuellar Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT		
$ 10,300,000.00	Award No. 2016-_____	NSS/WIC Local Agency-WIC Admin
$ 821,302.00	Award No. 2016-_____	NSS/WIC Local Agency-Peer Counselor
$ 60,000.00	Award No. 2016-_____	NSS/WIC Local Agency-WIC Registered Dietician
$ 50,000.00	Award No. 2016-_____	NSS/WIC Local Agency-Lactation Services
$ 289,000.00	Award No. 2016-_____	NSS/WIC Local Agency-Lactation Service Center
$ 30,000.00	Award No. 2016-_____	NSS/WIC Local Agency-Peer Dad

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/28/15
Date

AI-51355 **WIC** **18. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

WIC ADM GRANT (1292):

1. Approval to accept the FY 2016 WIC Admin Grant award in the amount of $10,300,000.00, commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue the provision of WIC Services for FY 2016 commencing October 1, 2015 - September 30, 2016.
3. Approval of Certification of Revenues in the amount of $10,300,000.00 as certified by the County Auditor for the FY 2016 WIC Admin Grant.
4. Approval of appropriation of funds in the amount of $10,300,000.00 for the FY 2016 WIC Admin Grant.
5. Approval of the following personnel actions:

Action	Dept/ Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
Delete	350-001	0005	Executive Assistant II	$48,149.00	$0.00	($48,149.00)
Delete	350-001	0086	Maintenance III	$28,840.00	$0.00	($28,840.00)
Delete	350-001	0221	Nutritionist I	$41,280.00	$0.00	($41,280.00)

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC BF Grant (1292):

1. Approval to accept the FY 2016 WIC BF Peer Counselor Grant in the amount of $821,302.00 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC BF Peer Counselor Program for FY 2016 commencing October 1,2015 -September 30, 2016.
3. Approval of Certification of Revenues in the amount of $821,302.00 as certified by the County Auditor for the FY 2016 WIC BF Peer Counselor Grant.
4. Approval of appropriation of funds in the amount of $821,302.00 for the FY 2016 WIC BF Peer Counselor Grant.
5. Approval to create one (1) Full-Time position as follows:

Dept/Program	Slot #	Position Title	Current Budgeted	Proposed Budgeted	Total Adjustment

		Title	Salary	Salary	Adjustment
350-002	0034	Peer Counselor I	$0.00	$21,008.00	$21,008.00

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Registered Dietician Grant (1292):

1. Approval to accept the FY 2016 WIC Registered Dietician Grant award in the amount of $60,000.00 commencing
October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2 Requesting authorization to continue provision of the WIC Registered Dietician Program for the FY 2016 commencing
October 1, 2015 - September 30,2016.
3. Approval of Certification of Revenues in the amount of $60,000.00 as certified by the County Auditor for the FY 2016 WIC Registered Dietician Grant.
4. Approval of appropriation of funds in the amount of $60,000.00 for the FY 2016 WIC Registered Dietician Grant.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Lactation Services 1292):

1. Approval to accept the FY 2016 WIC Lactation Services Grant in the amount of $50,000.00, commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Lactation Services Program for FY 2016 commencing
October 1, 2015 - September 30, 2016 pending receipt of contract documents.
3. Approval of Certification of Revenues in the amount of $50,000.00 as certified by the County Auditor for the FY 2016 WIC Lactation Services Grant .
4. Approval of appropriation of funds in the amount of $50,000.00 for the FY 2016 WIC Lactation Services Grant.
5. Approval to create one (1) Full-time position as follows:

Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
350-013	0001	International Board Certified Lactation Consultant (IBCLC)	$0.00	$46,000.00	$46,000.00

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Lactation Service Center Grant (1292):

1. Approval to accept the FY 2016 WIC Lactation Service Center Grant in the amount of $289,000.00,
commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.

2. Requesting authorization to continue provision of the WIC Lactation Service Center for the FY 2016 commencing
October 1, 2015-September 30, 2016 pending receipt of contract documents.
3. Approval of Certification of Revenues in the amount of $289,000.00 as certified by the County Auditor for the FY2016 WIC Lactation Service Center Grant.
4. Approval appropriation of funds in the amount of $289,000.00 for the FY 2016 WIC Lactation Service Center.
5. Approval to revise the salary schedule in accordance with Commissioners' Court action.

WIC Peer Dad Grant (1292):
1. Approval to accept the FY 2016 WIC Peer Dad Grant in the amount of $30,000.00, commencing October 1, 2015 - September 30, 2016 pending receipt of contract documents.
2. Requesting authorization to continue provision of the WIC Peer Dad Grant for the FY2016 commencing October 1, 2015 -September 30, 2016 pending receipt of contract documents.
3 Approval of Certification of Revenues in the amount of $30,000.00 as certified by the County Auditor for the FY 2016 WIC Peer Dad Grant.
4. Approval of appropriation of funds in the amount of $30,000.00 for the FY 2016 WIC Peer Dad Grant.
5. Approval to create one (1) part-time position as follows:

Dept/ Program	Slot #	Position Title	Proposed Hourly Rate	Proposed # of Working Hours	Proposed Budgeted Salary
350-019	0001	Peer Dad	$18.53	1,040	$19,275.00

6. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.001.6.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Appropriation of funds in the amount of # $10,300,00.00
WIC Administration Revenues 5-1292-331-12-350-001-6-000
No County Match- 100% State Funding.

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.002.6.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $821,302.00

WIC BF Peer Counselor Program -5-1292-331-12-350-002-5-000

No County WIC 100% State Funding.

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.012.6.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $60,000.00

WIC Registered Dietician Revenues 5-1292-331-12-350.012-6.000

No County Match 100% State Funding

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.013.6.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $50,000.00

WIC Lactation Services-5-1292-331-12-350-013-6-000

No County Match - 100% State Funding

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.017.6.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $289,000.00 for the Lactation Service Center

WIC Lactation Service Center-5-1292-331-12-350-017-6-000

No Count Match- 100% State Funding

FISCAL YEAR: 2016 **ACCT. #:** 5.1292.441.00.350.019.5.xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $30,000.00

WIC Peer Dad Grant Revenues 5-1292-331-12-350-019-6-000

No County Match - 100% State Funding

Attachments

2016 WIC Contracts
JOB DESCRIPTION
Peer Dad Job Description
WIC ADM Appropriation
BF Appropriation
Lactation Appropriation
Peer Dad Appropriation
RD Appropriation
Lactation Center Appropriation
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2015 02:34 PM
Human Resources	Diana Munoz	09/21/2015 04:48 PM
Manuel Chapa	Debbie Tamez	09/25/2015 04:49 PM
Auditor's Office		
Purchasing Department		
Form Started By: Margarita Gonzalez		Started On: 09/11/2015 02:44 PM

Gerardo Salinas

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Friday, September 25, 2015 12:48 PM
To: Gerardo Salinas
Subject: Certification of Revenues

Jerry,
Please process a Certification of Revenue for the following grants.

WIC Grant - 5-1292-441-00-350-001-6-xxx in the amount of $10,300,000.00
WIC BF Grant 5-1292-441-00-350-002-6-xxx in the amount of $821,302.00
WIC R.D. Grant 5-1292-441-00-350-012-6-xxx in the amount of $60,000.00
WIC Lactation Services 5-1292-441-00-350-013-6-xxx in the amount of $50,000.00
WIC Lactation Service Center 5-1292-441-00-350-017-6-xxx in the amount of $289,000.00
WIC Peer Dad Grant 5-1292-441-00-350-019-6-xxx in the amount of $30,000.00

Appropriation of said funds will be on agenda item AI-51355 for September 29, 2015.

Margarita Gonzalez
Accountant IV
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
mague.gonzalez@wic.co.hidalgo.tx.us

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

KIRK COLE
INTERIM COMMISSIONER

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

August 28, 2015

Ms. Norma L. Longoria, WIC Director
LA #12, Hidalgo County Health & Human Services
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

FY 2016 WIC contracts, effective dates October 1, 2015 through September 30, 2016, are currently being prepared and entered into our system. A breakdown of the total "not-to-exceed" is outlined in the table below. A copy of the contract will be sent to agencies for signature once all have been entered.

In order to help your agency with budgeting, we have provided you with the following funding amounts:

Project	Project Contact	Initial Amount	Type of Allocation		
			Admin	NE	BF
WIC Funding	Benny Jasso benny.jasso@dshs.state.tx.us (512) 341-4573	**$10,771,345.00**	X	X	X
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	**$821,302.00**			X
Registered Dietitian	Angela Gil angela.gil@dshs.state.tx.us (512) 341-4590	**$60,000.00**	X	X	X
Lactation Services	Faith Njoroge faith.njoroge@dshs.state.tx.us (512) 341-4575	**$50,000.00**			X
Lactation Service Center	Tracy Erickson tracy.erickson@dshs.state.tx.us (512) 341-4521	**$289,000.00**			X
Peer Dad	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	**$30,000.00**			X
Total Contract "Not to Exceed" Amount		**$12,021,647.00**			

Please note that these are initial funding amounts. These amounts may be adjusted at any time during the contracting period. Your agency will be notified by Letter of Amendment for any adjustments to your funding.

In order for the State Agency to track these expenditures, please bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13).* In order to capture all special project expenditures, continue to bill on a separate voucher even if you exceed the allocation amount listed above. Any amount over your allocation will be charged appropriately to your regular funding.

Remember to label each voucher with the specific project name you are billing for, as well as listing allocations to Administrative (Admin), Nutrition Education (NE) and Breast feeding (BF) costs. Vouchers without allocations listed will not be applied toward your NE or BF expenditures. Grants that may only be allocated to one category will be applied to that category without any need for allocations.

This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy. Requests for purchases should be submitted electronically to the Contract Development and Support Branch email box at: cdsb@dshs.state.tx.us.

If you have any questions or require additional information regarding your special projects, please use the project contact information listed above. Questions concerning billing should be directed to Alisin Genfan at (512) 776-3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

Lindsay T. Rodgers

Lindsay Rodgers, Director
Nutrition Services Section

AG:kk

Special Projects

Note: Not all agencies are approved for all special projects. Please refer to cover letter.

Peer Counselor – This funding can be used for training and salaries of peer counselors who assist pregnant and breastfeeding WIC participants. It can also be used for communication equipment you may have requested and travel expenses peer counselors may incur in the course of performing their job duties or attending training and/or conferences.

Allocations are made based upon the following criteria: number of pregnant and breastfeeding women served, retaining counselors established with previous discretionary funding, prevalence of serving rural and remote locations, and breastfeeding rates.

Registered Dietitian (RD) – Use this special funding for reimbursement of RD duties such as:

- Assisting with the Quality Assurance Program (i.e., ongoing evaluation of individual counseling, nutrition education classes, clinical procedures, etc.).
- Assisting with the implementation of Value Enhanced Nutrition Assessment (VENA).
- Providing staff training on nutrition-related topics and nutrition assessment procedures.
- Assisting with your local agency's WIC Certification Specialist Program.
- Developing and implementing a quality assurance program.
- Assisting with completion and application of the *Nutrition Education, Breastfeeding and Training Plan.*
- Providing high-risk individual counseling.
- Conducting facilitated discussion nutrition education classes.
- Consultation regarding the appropriate issuance of special formulas.
- Developing and implementing the Obesity Prevention Mini Grant.

Please note the following:

- All local agencies are required to have an RD on staff or on contract (*WIC Policy GA:14.0*).
- You must follow *Policy AC: 16.0 – Allowable Costs – Professional Contract Services*, when securing the services of an RD consultant via contract.
- Use a separate *State of Texas Purchase Voucher (form B-13)* to bill the state for RD services funded by this special allocation. Specify on the face of the voucher that this is reimbursement for an RD consultant or to defray the cost of a staff RD.
- Prior to contracting with the RD, the RD should provide you with a copy of his/her registration card from the Commission on Dietetic Registration. This is proof that the consultant is an RD.

The State Agency plans to reallocate any unused RD funds later this fiscal year. At that time, funds will be shifted from local agencies that have not used their funds to local agencies that need additional funding.

Obesity Prevention Mini Grant (OPMG) – OPMG funding may be used to pay for staff time and expenses related to the project as detailed in your accepted project budget. Please be advised that acceptance of your project does not relieve you of the responsibility to seek State Agency approval for a specific dollar threshold related to particular items if State Policy requires it.

Lactation Services – Funds are being provided to help your agency provide breastfeeding assistance to WIC participants and WIC staff. This funding can be used for contract or regular WIC employees. You will be reimbursed for the following expenses:

- To reimburse local agencies for fees paid to:
  - Counsel WIC moms with breastfeeding problems that are beyond the expertise of WIC staff.
  - Provide training to WIC staff, conduct special breastfeeding classes or support group sessions, or assist with WIC-sponsored workshops for health-care professionals.
- To reimburse local agency staff for fees paid to prepare for (i.e., study materials) or take the International Board of Lactation Consultant Examiners (IBLCE) exam. See www.iblce.org for more information.
- To pay for equipment that would complement lactation consults such as nipple shields and shells, nursing bras, large and extra-large breast pump flanges, and supplemental nursing systems.
- To pay for staff reference books and teaching aids such as breastfeeding dolls, stuffed breasts, belly balls, flip charts and other teaching tools.
- To pay for equipment to establish and supply a nursing room to be used for lactation consultations and a private place for WIC moms to nurse and pump. Examples include chairs, pillows, stools, side table, lamps, peer counselor desk and chair, and dividers for privacy.

DATE: 9/9/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.001.6.XXX WIC ADMIN.

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.001.6.112	Salaries	104,265.00
5.1292.441.00.350.001.6.113	Perm F/T Employees	5,748,236.00
5.1292.441.00.350.001.6.114	Perm P/T Employees	134,145.00
5.1292.441.00.350.001.6.115	Longevity	108,660.00
5.1292.441.00.350.001.6.211	Health Insurance	1,202,760.00
5.1292.441.00.350.001.6.212	Life Insurance	7,325.00
5.1292.441.00.350.001.6.220	FICA	457,978.00
5.1292.441.00.350.001.6.230	Retirement	632,190.00
5.1292.441.00.350.001.6.250	Unemployment	35,920.00
5.1292.441.00.350.001.6.260	Workers Comp	56,275.00
5.1292.441.00.350.001.6.310	Indirect Costs	475,000.00
5.1292.441.00.350.001.6.340	Hauling & Freight	8,949.00
5.1292.441.00.350.001.6.411	Water /Sewer	12,000.00
5.1292.441.00.350.001.6.412	Cable /TV	15,000.00
5.1292.441.00.350.001.6.413	Survellance & Security	20,000.00
5.1292.441.00.350.001.6.421	Disposal	20,000.00
5.1292.441.00.350.001.6.425	Pest Control	1,000.00
5.1292.441.00.350.001.6.430	Bldg.Repair & R&M Service	60,000.00
5.1292.441.00.350.001.6.441	Land & Bldg.Rental	471,221.00
5.1292.441.00.350.001.6.442	Equip & Vehicle Rental	20,000.00
5.1292.441.00.350.001.6.520	Other Insurance	30,000.00
5.1292.441.00.350.001.6.531	Telephone	130,000.00
5.1292.441.00.350.001.6.532	Wireless devices	15,000.00
5.1292.441.00.350.001.6.534	Internet	20,000.00
5.1292.441.00.350.001.6.535	Postage	30,000.00
5.1292.441.00.350.001.6.540	Advertising	8,000.00
5.1292.441.00.350.001.6.550	Printing	15,993.00
5.1292.441.00.350.001.6.581	In County Travel	25,000.00

5.1292.441.00.350.001.6.583	Travel Out Of County	18,000.00
5.1292.441.00.350.001.6.584	Registration	10,000.00
5.1292.441.00.350.001.6.610	Office & Computer Supplies	130,000.00
5.1292.441.00.350.001.6.622	Electricity	100,000.00
5.1292.441.00.350.001.6.626	Gas/Diesel	10,000.00
5.1292.441.00.350.001.6.631	Bottle Water	10,000.00
5.1292.441.00.350.001.6.640	Reference Materials	1,000.00
5.1292.441.00.350.001.6.660	Furnishing & Equipment	10,000.00
5.1292.441.00.350.001.6.780	Capital Lease	142,083.00
5.1292.441.00.350.001.6.810	Dues & Memberships	3,500.00
5.1292.441.00.350.001.6.811	License & Permits	500.00
5.1292.331.12.350.001.6.XXX	WIC Program Revenue	10,300,000.00
	TOTAL FUND BALANCE IMPACT	10,300,000.00

REASON: Appropriate the FY2016 WIC Admin. grant award for the full grant cycle.

DATE: 9/9/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.002.6.XXX BF Peer Counselor

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.002.6.113	Salaries of F/T Employees	507,631.00
5.1292.441.00.350.002.6.115	Longevity	6,380.00
5.1292.441.00.350.002.6.211	Health Insurance	129,528.00
5.1292.441.00.350.002.6.212	Life Insurance	789.00
5.1292.441.00.350.002.6.220	FICA	38,834.00
5.1292.441.00.350.002.6.230	Retirement	53,606.00
5.1292.441.00.350.002.6.250	Unemployment Compensation	3,046.00
5.1292.441.00.350.002.6.260	Workers Comp	4,772.00
5.1292.441.00.350.002.6.532	Wireless Device	5,000.00
5.1292.441.00.350.002.6.581	In County Travel	18,000.00
5.1292.441.00.350.002.6.583	Out of County Travel	10,000.00
5.1292.441.00.350.002.6.584	Registration	10,000.00
5.1292.441.00.350.002.6.610	General Supplies	30,000.00
5.1292.441.00.350.002.6.605	Uniforms	3,716.00
5.1292.331.12.350.002.6.XXX	WIC BF Program Revenues	821,302.00
	TOTAL FUND BALANCE IMPACT	821,302.00

REASON: Appropriate the FY2016 BF Peer Counselor grant award for the full grant cycle.

DATE: 9/24/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.012.6.XXX REGISTERED DIETICIAN

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.012.6.113	WIC Reg Dietician-Salaries	45,759.00
5.1292.441.00.350.012.6.211	WIC Reg Dietician-Health Insurance	6,130.94
5.1292.441.00.350.012.6.212	WIC Reg Dietician-Life Insurance	37.56
5.1292.441.00.350.012.6.220	WIC Reg Dietician-FICA	3,500.50
5.1292.441.00.350.012.6.230	WIC Reg Dietician-Retirement	3,982.00
5.1292.441.00.350.012.6.250	WIC Reg Dietician-Unemployment	255.00
5.1292.441.00.350.012.6.260	WIC Reg Dietician-Workers Comp	335.00
5.1292.331.12.350.013.6.XXX	WIC Reg Dietician Program Revenue	60,000.00
	TOTAL FUND BALANCE IMPACT	60,000.00

REASON: Appropriate grant FY 2016 Registered Dietitian grant award for the full grant cycle.

DATE: 9/24/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.013.6.XXX LACTATION SERVICES

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.013.6.113	WIC Lactation-Salaries	47,213.00
5.1292.441.00.350.013.6.211	WIC Lactation-Health Insurance	1,074.00
5.1292.441.00.350.013.6.212	WIC Lactation-Life Insurance	37.56
5.1292.441.00.350.013.6.220	WIC Lactation-FICA	606.50
5.1292.441.00.350.013.6.230	WIC Lactation-Retirement	606.50
5.1292.441.00.350.013.6.250	WIC Lactation-Unemployment	276.00
5.1292.441.00.350.013.6.260	WIC Lactation-Wokers comp.	186.44
5.1292.331.12.350.013.6.XXX	WIC Lactation Program Revenue	50,000.00
	TOTAL FUND BALANCE IMPACT	50,000.00

REASON: Appropriate the FY2016 Lactation Services grant award for the full grant cycle.

DATE: 9/9/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.017.6.XXX LACTATION SERVICE CENTER

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 follwing amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.017.6.113	Perm F/T Employees	162,093.00
5.1292.441.00.350.017.6.114	Perm P/T Employees	10,819.00
5.1292.441.00.350.017.6.115	Longevity	660.00
5.1292.441.00.350.017.6.211	Health Insurance	30,900.00
5.1292.441.00.350.017.6.212	Life Insurance	188.00
5.1292.441.00.350.017.6.220	FICA	13,228.00
5.1292.441.00.350.017.6.230	Retirement	18,260.00
5.1292.441.00.350.017.6.250	Unemployment	1,038.00
5.1292.441.00.350.017.6.260	Workers Comp	1,625.00
5.1292.441.00.350.017.6.412	Cable /TV	1,000.00
5.1292.441.00.350.017.6.441	Building Rental	12,000.00
5.1292.441.00.350.017.6.531	Telephone	5,000.00
5.1292.441.00.350.017.6.532	Wireless Device	5,000.00
5.1292.441.00.350.017.6.550	Printing	5,000.00
5.1292.441.00.350.017.6.581	In County Travel	2,000.00
5.1292.441.00.350.017.6.583	Out of County Travel	2,000.00
5.1292.441.00.350.017.6.584	Registration	1,500.00
5.1292.441.00.350.017.6.622	Electricity	10,000.00
5.1292.441.00.350.017.6.610	General Supplies	5,689.00
5.1292.441.00.350.017.6.640	Reference Materials	1,000.00
5.1292.331.12.350.017.6.XXX	WIC Program Revenue	289,000.00
	TOTAL FUND BALANCE IMPACT	289,000.00

REASON: Appropriate the FY2016 Lactation Service Center grant award for full grant cycle.

DATE: 9/24/2015

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 5.1292.441.00.350.019.6.XXX PEER DAD

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
5.1292.441.00.350.019.6.114	Salaries	19,783.09
5.1292.441.00.350.019.6.211	Health Insurance	6,130.94
5.1292.441.00.350.019.6.212	Life Insurance	37.56
5.1292.441.00.350.019.6.220	FICA	1,558.55
5.1292.441.00.350.019.6.230	Retirement	2,154.93
5.1292.441.00.350.019.6.250	Unemployment	122.24
5.1292.441.00.350.019.6.260	Workers Comp	212.69
5.1292.331.12.350.019.6.XXX	WIC Program Revenue	30,000.00
	TOTAL FUND BALANCE IMPACT	30,000.00

REASON: Appropriate grant FY 2016 Peer Dad grant award for the full grant cycle.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 25, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C Cuellar Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT		
$ 10,300,000.00	Award No. 2016-_____	NSS/WIC Local Agency-WIC Admin
$ 821,302.00	Award No. 2016-_____	NSS/WIC Local Agency-Peer Counselor
$ 60,000.00	Award No. 2016-_____	NSS/WIC Local Agency-WIC Registered Dietician
$ 50,000.00	Award No. 2016-_____	NSS/WIC Local Agency-Lactation Services
$ 289,000.00	Award No. 2016-_____	NSS/WIC Local Agency-Lactation Service Center
$ 30,000.00	Award No. 2016-_____	NSS/WIC Local Agency-Peer Dad

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/28/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL, RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-51406 **Planning Department** **19. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Charlie's Estates Subdivision- Pct. 1(Carlos Gonzalez) (FM 1015 & FM 1422)
b. Tristan Subdivision- Pct. 1 (Ruben Tristan) (Valley View Road & Business Expressway 83)
c. L & D Rodriguez Subdivision- Pct. 1 (Lorenzo & Diana Rodriguez) (Mile 6 West Road & Mile 10 North Road)

2. Preliminary Approval
a. Sol Subdivision- Pct. 1 (Luis Garcia) (Mile 4 North Road & Mile 2 East Road)
b. Amended Plat for Lot 1 & Lot 2 Ortiz & Resendez Subdivision- Pct. 4 (Miriam Gonzalez)
(Curve Road & Cesar Chavez Road)

3. Final Approval with Financial Guarantee
a. D. Flores Subdivision- Pct. 1 (Desiderio Flores) (FM 491 [Baseline Road] & Mile 14 North Road)
b. Rancho B2Z Subdivision- Pct. 4 (Reza Badiozzamani) (Mile 6 North Road & Bentsen Road)

4. Final Approval
a. Guerra Apartments Subdivision- Pct. 1 (Rene Guerra) (Mile 14 ½ Road & FM 88)

BACKGROUND

Fiscal Impact

Attachments

Charlie's Estates Subdivision
Tristan Subdivision

L & D Rodriguez Subdivision
Sol Subdivision
Amended Plat for Lot 1 & Lot 2 Ortiz & Resendez Subdivision
D. Flores Subdivision
Rancho B2Z Subdivision
Guerra Apartments Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 02:05 PM
Glinda Pacheco	Glinda Pacheco	09/23/2015 01:24 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Flor Castillo		Started On: 09/16/2015 03:26 PM
Final Approval Date: 09/25/2015		

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-29-2015

PROPOSED **CHARLIE'S ESTATES** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **Nain Engineering** DEVELOPER: **Carlos Gonzalez**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **3** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **East of FM 1015 approximately ¼ mile South fo Mars Nursery Road (FM 1422).**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **8/24/2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **Will be detained within the property by existing natural low areas.**

DISTANCE TO A DRAIN DITCH: **½ a mile east of development.**

ROAD R.O.W. DEDICATION: **20.00 feet additional R.O.W. dedicated by this plat.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **9/08/2015** By, **Roy Gonzalez, Pct. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **9/09/2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **4"** LOCATION: **East side of FM 1015.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **9/03/2015** : By **Martin Ramirez** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2.8 SECTION B. "BLOCKS AND LOTS"**

STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☐ **Final Approval** *subject to recommendations other departments*

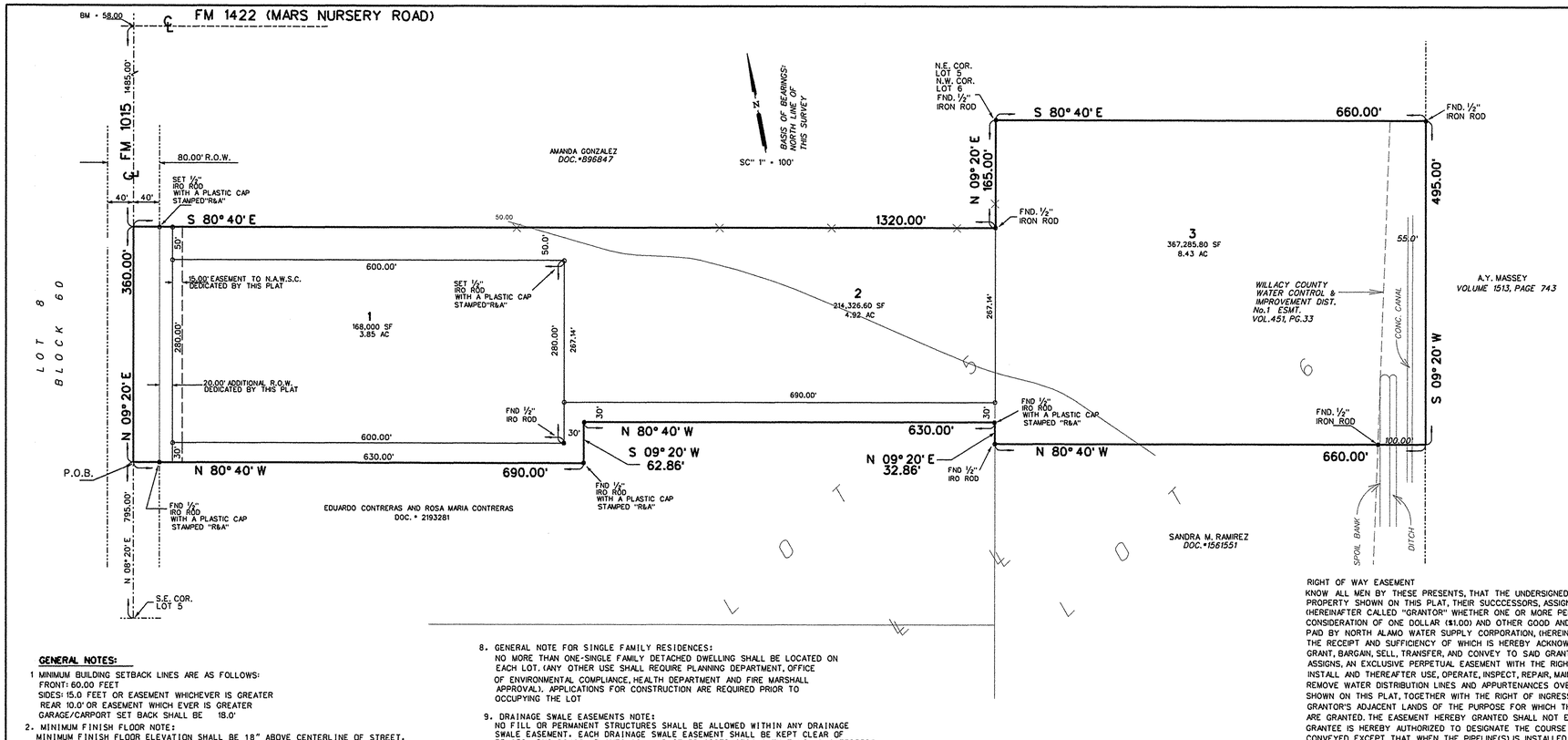
☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

CHARLIE'S ESTATES

A 17.49 ACRE TRACT OF LAND OUT OF LOTS 5 AND 6, BLOCK 61, MISSOURI TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

A 17.49 ACRE TRACT OF LAND OUT OF LOT 5 AND 6, BLOCK 61, MISSOURI TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING AT A POINT ON THE WEST LINE OF LOT 5 AND IN THE CENTERLINE OF FM 1015 FO RTHE SOUTHWEST CORNER OF THIS TRACT, SAID POINT BEARS N 09620'E, 795.00 FEET FROM THE SOUTHWEST CORNER OF LOT 5:

THENCE: N 09° 20 E, ALONG THE WEST LINE OF LOT 5 AND THE CENTERLINE OF FM 1015, A DISTANCE OF 360.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: S 80° 40' E, PASSING A ½" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "R&A" AT 40.00 FEET FOR THE EAST R.O.W. LINE OF FM 1015 , A TOTAL DISTANCE OF 1320.00 FEET TO A ½" IRON ROD FOUND ON THE EAST LINE OF LOT 5 FOR AN INTERIOR CORNER OF THIS TRACT:

THENCE: N 09° 20' E, ALONG THE EAST LINE OF LOT 5, A DISTANCE OF 165.00 FEET FOR THE NORTHWEST CORNER OF LOT 6 AN FOR AN EXTERIOR CORNER OF THIS TRACT:

THENCE: S 80° 40' E, A DISTANCE OF 660.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT:

THENCE: S 09° 20' W, A DISTANCE OF 495.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT:

THENCE: N 80° 40' W , PASSING A ½" IRON ROD FOUND AT 100.00 FEET FOR A REFERENCE POINT, A TOTAL DISTANCE OF 660.00 FEET TO A ½" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "R&A" FOR AN EXTERIOR CORNER OF THIS TRACT:

THENCE: N 09° 20' E, A DISTANCE OF 32.86 FEET TO A ½" IRON ROD FOUND WITHA PLASTIC CAP STAMPED "R&A" FOR AN INTERIOR CORNER OF THIS TRACT:

THENCE: N 80° 40' W, A DISTANCE OF 630.00 FEET TO A ½" IRON ROD FOUND WITHA PLASTIC CAP STAMPED "R&A" FOR AN INTERIOR CORNER OF THIS TRACT:

THENCE: S 09° 20' W, A DISTANCE OF 62.86 FEET TO A ½" IRON ROD FOUND WITHA PLASTIC CAP STAMPED "R&A" FOR AN EXTERIOR CORNER OF THIS TRACT:

THENCE: N 80° 40' W, PASSING A ½" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "R& A" AT 650.00 FEET FOR THE EAST R.O.W. LINE OF FM 1015, A TOTAL DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.49 ACRE OF LAND MORE OR LESS.

GENERAL NOTES:

1 MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 60.00 FEET
SIDES: 15.0 FEET OR EASEMENT WHICHEVER IS GREATER
REAR 10.0' OR EASEMENT WHICH EVER IS GREATER
GARAGE/CARPORT SET BACK SHALL BE 18.0'

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION 58.00, U.S.G.S., INTERSECTION OF FM 1015 AND FM 1422- NGVD 1929

5. FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
C.P.N. 480334 0350 C
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED MAY 17, 2001

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 25.655 CUBIC -FEET 0.59 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THE LOTS

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE. AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21.780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

1. ANCHORING OF SEPTIC TANK(s)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

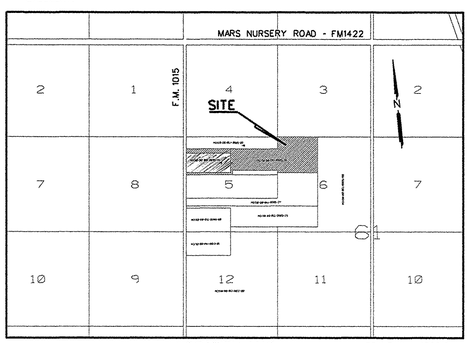
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

12. CARLOS GONZALEZ., THE OWNER & SUBDIVIDER OF CHARLIE'S ESTATES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

15. R.O.W. ALONG FM 1015, SHALL BE CLEAR OF ANY OBSTRUCTIONS BY PROPERTY OWNERS AT THE TIME OF ROADWAY IMPROVEMENTS



LOCATION MAP SCALE: 1"= 1320.0'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CHARLIE'S ESTATES IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED NORTHERLY HIDALGO COUNTY, ON THE EAST SIDE OF FM 1015, 1485.00 FEET SOUTH OF FM 1422. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDCOUCH (POPULATION OF 4,426 - 2010 CENSUS). CHARLIE'S ESTATES IS LOCATED 6 MILES NORTH FROM THE CITY LIMITS OF EDCOUCH.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 9/7/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	CARLOS GONZALEZ	P.O. BOX 663	ELSA, TEXAS. 78543	956-246-8019
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCCESSORS, ASSIGNS. AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS, THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT. WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2015.

OWNER: ALBERT GARCIA -LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

OWNER: YOLANDA GARCIA - LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

OWNER: CARLOS GONZALEZ
ADDRESS: P.O. BOX 663
ELSA, TEXAS. 78543

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, CARLOS GONZALEZ, ALBERT AND YOLANDA GARCIA OWNER OF THE 17.49 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "CHARLIE'S ESTATES" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: ALBERT GARCIA -LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

OWNER: YOLANDA GARCIA - LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

OWNER: CARLOS GONZALEZ
ADDRESS: P.O. BOX 663
ELSA, TEXAS. 78543

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CARLOS GONZALEZ, ALBERT AND YOLANDA GARCIA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2015

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

OWNER: ALBERT GARCIA-LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

OWNER: YOLANDA GARCIA-LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

OWNER: CARLOS GONZALEZ
ADDRESS: P.O. BOX 663
ELSA, TEXAS. 78543

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CHARLIE'S ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____, 2015.

HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

THIS PLAT IS HEREBY APPROVED BY THE DELTA LAKE IRRIGATION DISTRICT

ON THIS THE _____ DAY OF _____, 20_____ .

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACE UPON DELTA LAKE IRRIGATION DISTRICT RIGHTS-OF-WAYS OR EASEMENTS.

ATTEST: _____
PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR • 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

DATE OF PREPARATION: AUGUST 22, 2015

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS. WATER CODES 49.211 (c) THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

SHEET 1 OF 2

INDEX TO SHEET OF CHARLIE'S ESTATES

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND
	RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED:
	H.C.D.D. CERTIFICATION: DELTA LAKE IRRIGATION DISTRICT CERTIFICATE
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SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY. ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION). INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION,
	AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

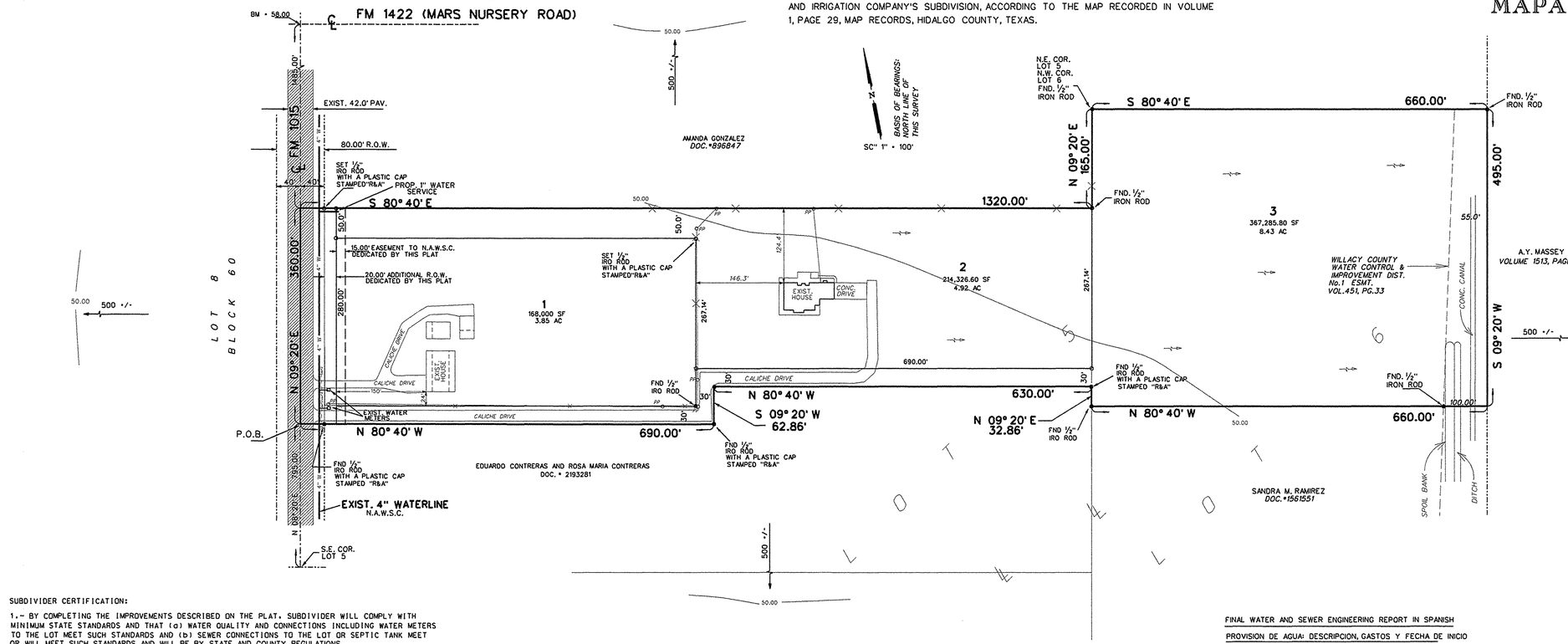
NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

CHARLIE'S ESTATES

A 13.25 ACRE TRACT OF LAND OUT OF LOTS 5 AND 6, BLOCK 61, MISSOURI TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE



DRAINAGE REPORT:

AUGUS. 2015
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

CHARLIE'S ESTATES
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON TH EAST SIDE OF FM 1015, 1,485.00 FEET SOUTH OF FM 1422.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X";
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0350 C,
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 17, 2001

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY RACOMBES SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED, LOT 1 HAS AN EXISTING HOUSE. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (7.11 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE EAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF TWO RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 8.5 CFS, I HAVE CALCULATED THAT 25,655 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "X";
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0350 C,
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 17, 2001
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 9/7/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I CARLOS GONZALEZ SUBDIVIDER OF CHARLIE'S ESTATES HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: ALBERT GARCIA-LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

OWNER: YOLANDA GARCIA-LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

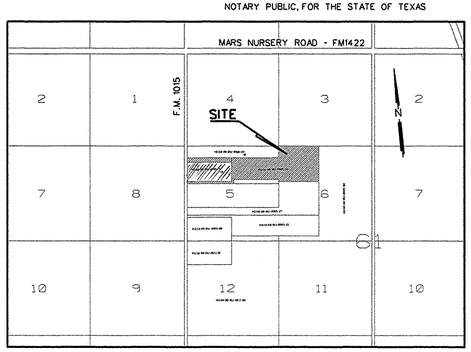
OWNER: CARLOS GONZALEZ
ADDRESS: P.O. BOX 663
ELSA, TEXAS. 78543

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CARLOS GONZALEZ, ALBERT AND YOLANDA GARCIA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____, 2015

NOTARY PUBLIC, FOR THE STATE OF TEXAS



LOCATION MAP SCALE: 1"= 1320.0'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CHARLIE'S ESTATES IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED NORTHERLY HIDALGO COUNTY, ON THE EAST SIDE OF FM 1015, 1485.00 FEET SOUTH OF FM 1422. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDCOUCH (POPULATION OF 4,426 - 2010 CENSUS). CHARLIE'S ESTATES IS LOCATED 6 MILES NORTH FROM THE CITY LIMITS OF EDCOUCH.

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

CHARLIE'S ESTATES WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.) THE SUBDIVIDER, AND N.A.W.S.C.. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C.. HAS AN EXISTING 4" DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF FM 1015

WATER DISTRIBUTION FOR CHARLIE'S ESTATES CONSIST OF A PROPOSED 1 - 1" DIAMETER WATER SERVICE FOR LOT 3 , SAID SERVICE TERMINATE AT THE WATER METER BOX, LOT 1 AND 2 HAVE AN EXISTING METER AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $1,100.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $1,250.00, WHICH COVERS THE COST FOR LOT 2 , AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C.. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C.. ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOTS 1 AND 2 HAVE AN EXISTING WATER METER

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM CHARLIE'S ESTATES WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND PUBLISHED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS IS SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,400.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL, WITH THE FILING OF THIS PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK)REPRESENTING A "CASH DEPOSIT TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 1,400.00 WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILLINCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOTS IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITTING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMITTO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

LOTS 1 AND 2 HAVE AN EXISTING OSSF

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $2,350.00

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,350.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $1,400.00 FOR THE ENTIRE SUBDIVISION.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	CARLOS GONZALEZ	P.O. BOX 663	ELSA, TEXAS. 78543	956-246-8019
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE CHARLIE'S ESTATES RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C., HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C.. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE CHARLIE'S ESTATES CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 4 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA FM 1015

DEL CONDUCTO DE AGUA DE 4 PULGADAS SE INSTALARA UN CONDUCTO DE 1 PULGADA DEDIAMETRO PARA EL LOTE 2 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $1,100.00 PARA EL LOTE 2 YA EXISTEN UN MEDIDOR DE AGUA. EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C.. $1,250.00 POR LOTE QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C.. LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

LOTE 1 Y 2 YA TIENEN UN MEDIDOR DE AGUA EXISTENTE

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE . ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $ 1,400.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSAS SEPTICAS HA SIDO INSTALADA EN EL PROCESO DE LA APROVACION FINAL.

EN CUALQUIER MOMENTO DESPUES QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALLACION DE UN SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUENO DE LA SUBDIVISION Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACION PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SEPTICO. LAS FOSAS SEPTICAS DEBEN DE ESTAR INSTALLADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

EL LOTE 1 Y 2 YA TIENEN UN SYSTEMA SEPTICO EXISTENTE

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $2,350.00
DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 1,400.00 PARA TODA LA SUBDIVISION

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER • 94001 9/7/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 2,350.00
SEPTIC TANK SYSTEM	$ 1,400.00
DRAINAGE	$ 000.00

DATE OF PREPARATION: AUGUST 24, 2015

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 2 OF 2

INDEX TO SHEET OF CHARLIE'S ESTATES

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; N.C.D.D. CERTIFICATION; DELTA LAKE IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES;
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-29-2015

PROPOSED Tristan SUBDIVISION, PRECINCT No. 1.

ENGINEER: Nain Engineering DEVELOPER: Ruben Tristan

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: 2 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: West of Valley View Road approximately 2000 feet South of Business Expressway 83.

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* Donna *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 9/04/2015 PROPERTY LIES WITHIN FLOOD ZONE: " B " AS PER FEMA.

DRAINAGE DESIGN: Drainage will be detained within the green areas of the large lots.

ROAD R.O.W. DEDICATION: 20 feet onto Valley View Road.

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 3/23/2015 By, Roy Gonzalez, Pct. 1 R.O.W. AGENT

SEWER SYSTEM: ☒SANITARY SEWER BY: City of Donna LINE SIZE: 8" LOCATION: Valley View Road.

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 3" LOCATION: Valley View Road.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 4/10/2012 : By Martin Ramirez Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: 5/01/2012

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2.8 SECTION B. "BLOCKS AND LOTS"**

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* Donna.

☐ **Final Approval** *subject to recommendations other departments*

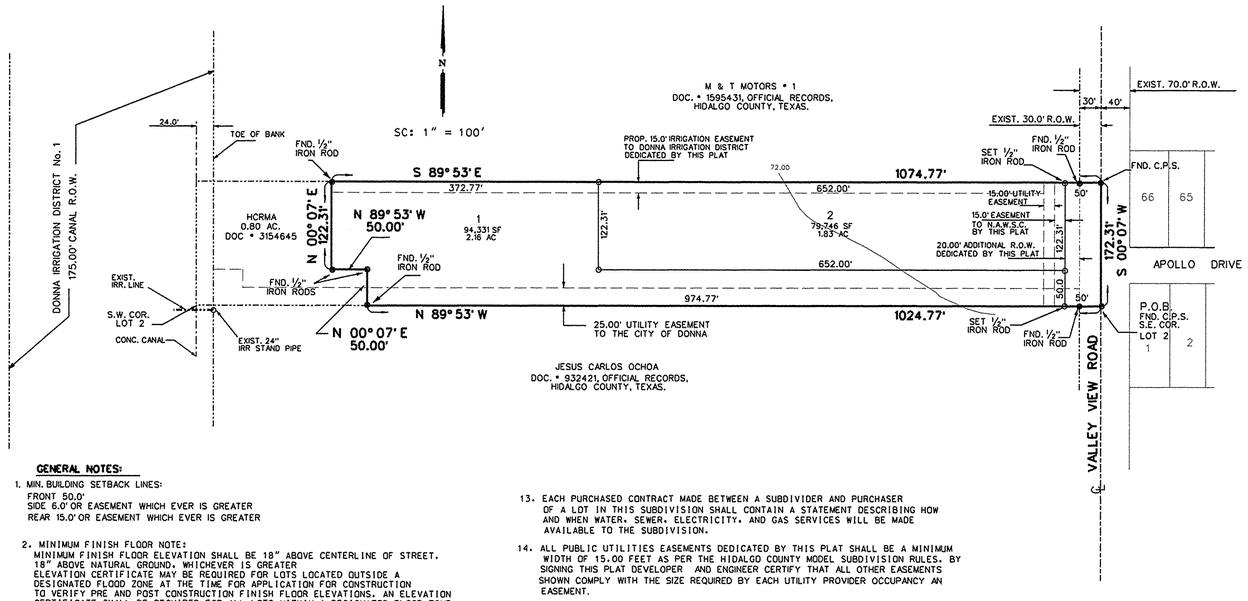
☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

TRISTAN SUBDIVISION

A 4.20 ACRE TRACT OF LAND BEING THE SOUTH 5.00 ACRES OF LOT 2, ENGLEMAN RESUBDIVISION OF BLOCK 7, AND THE NORTH 2.272 ACRES OF BLOCK 9, VALLEY VIEW PLANTATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS.



GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 50.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ⊕ -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION 72.02' C.P.S. SOUTHEAST CORNER OF THIS SUBDIVISION U.S.G.S. MAP

5. FLOOD ZONE DESIGNATION: ZONE "B"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0425 C
   MAP REVISED: NOVEMBER 16, 1982

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 6,446 CUBIC -FEET 0.15 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. DRAINAGE SWALE EASEMENTS NOTE:
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES. BUILDINGS. PLANTINGS. AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER. SEWER. ELECTRICITY. AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

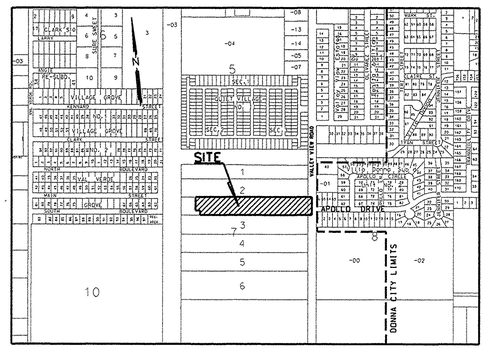
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

15. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.

16. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

17. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM VALLEY VIEW ROAD ON TO LOTS 1 AND 2. A 24.00 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 AND 2 TO PROVIDED INGRESS AND EGRESS FROM VALLEY VIEW ROAD.

18. LOTS 1 AND 2 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO VALLEY VIEW ROAD, UNLESS SAID LOT IS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 15 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.



LOCATION MAP SCALE: 1"= 2000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TRISTAN SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE WEST SIDE OF VALLEY VIEW ROAD, INTERSECTION WITH WITH APOLLO DRIVE THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA (POPULATION OF 31,442 2010 CENSUS). TRISTAN SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF DONNA UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	RUBEN TRISTAN	602 APOLLO DRIVE	DONNA, TEXAS. 78537	(956) 583-5479
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

METES AND BOUNDS

A 4.20 ACRE TRACT OF LAND BEING THE SOUTH 5.00 ACRES OF LOT 3, ENGLEMAN RESUBDIVISION OF OF BLOCK 7, AND THE NORTH 2.27 ACRES OF BLOCK 9, VALLEY VIEW PLANTATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF LOT 2 AND THE SOUTHEAST CORNER OF THIS TRACT:

THENCE: N 89° 53' W, ALONG THE SOUTH LINE OF LOT 2, PASSING A ½" IRON ROD FOUND AT 30.00 FEET, FOR THE WEST R.O.W LINE OF VALLEY VIEW ROAD, A TOTAL DISTANCE OF 974.77 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT:

THENCE: N 89° 53' W, A DISTANCE OF 50.00 FEET TO A ½" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT:

THENCE: N 00° 07' E, A DISTANCE OF 50.00 FEET TO A ½" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT:

THENCE: N 00° 07' E, A DISTANCE OF 122.21 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: S 89° 53' E, PASSING AT 1044.77 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "RRA" FOR THE WEST R.O.W LINE OF VALLEY VIEW ROAD, A TOTAL DISTANCE OF 1074.77 FEET TO A COTTON PICKER SPINDLE FOUND ON THE EAST LINE OF LOT 2 AND IN THE CENTERLINE OF VALLEY VIEW ROAD FOR THE NORTHEAST CORNER OF THIS TRACT:

THENCE: S 00° 07' W, ALONG THE EAST LINE OF LOT 2 AND THE CENTERLINE OF VALLEY VIEW ROAD, A DISTANCE OF 172.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.20 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIONS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT. WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2015.

OWNER: HOMERO TRISTAN
ADDRESS: 602 APOLLO DRIVE
DONNA, TEXAS. 78537

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE TRISTAN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____, 2015

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, HOMERO TRISTAN OWNER OF THE 5.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "TRISTAN SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: RUBEN TRISTAN
ADDRESS: 602 APOLLO DRIVE
DONNA, TEXAS. 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RUBEN TRISTAN PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____, 2015

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1

ON THIS THE_____ DAY OF _____, 20_____.

ATTEST:

_____ _____
PRESIDENT SECRETARY

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS. WATER CODE§ 49.211 (c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

CITY COUNCIL'S CERTIFICATION

THE PLAT OF TRISTAN SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED IN THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED.

DATE THIS _____ DAY OF _____, 2015

ATTESTED: _____ BY: _____
MAYOR CITY SECRETARY

PLANNING AND ZONING COMMISSION'S CERTIFICATION

THE PLAT OF TRISTAN SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS AND IS HERE APPROVED BY SUCH COMMISSION.

DATE THIS_____ DAY OF_____, 2015

ATTESTED: _____ BY: _____
PLANNING BOARD CHAIR PERSON SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR • 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____ 9/7/15
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A. ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 2

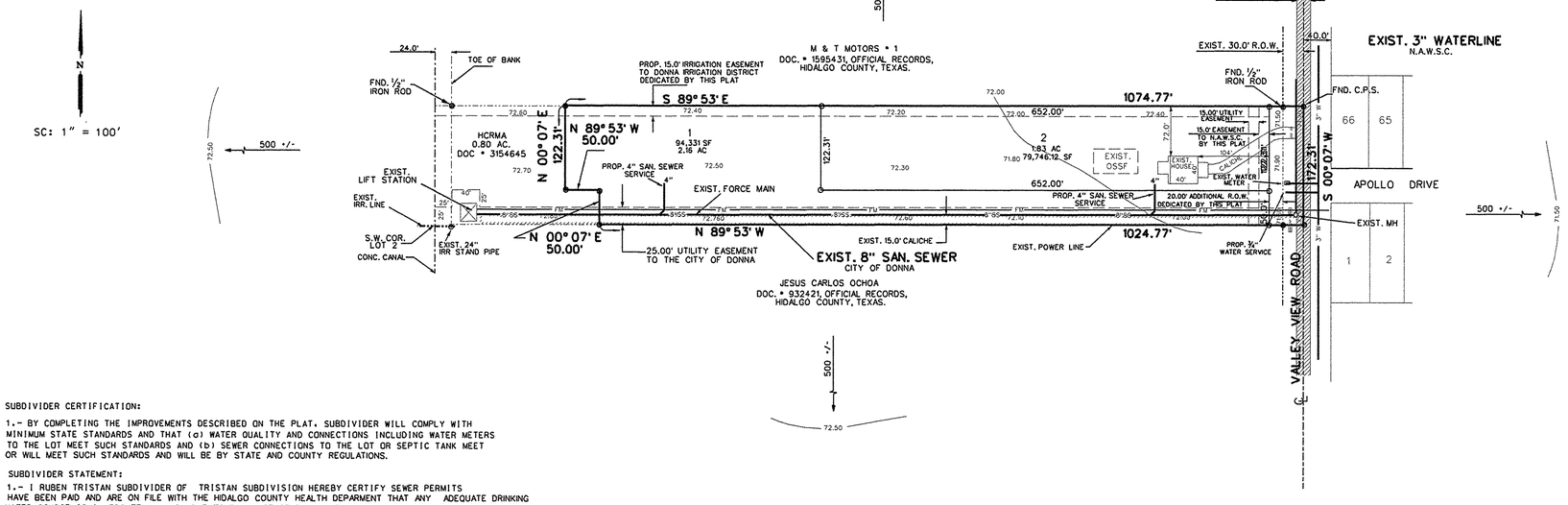
DATE OF PREPARATION: MARCH 6, 2012

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

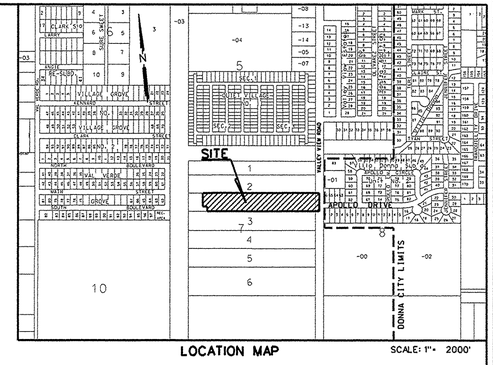
INDEX TO SHEET OF TRISTAN SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED:
	H.C.D.D. CERTIFICATION: H.C. DONNA IRR. No. 1 CERTIFICATE
	OF APPROVAL: REVISION NOTES:
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY. ENGINEERING REPORT (ENGLISH AND SPANISH VERSION). INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE. AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE



MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TRISTAN SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE WEST SIDE OF VALLEY VIEW ROAD, INTERSECTION WITH WITH APOLLO DRIVE THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA (POPULATION OF 31,442 2010 CENSUS). TRISTAN SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF DONNA UNDER LOCAL GOVERNMENT CODE § 212.001.

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT. SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I RUBEN TRISTAN SUBDIVIDER OF TRISTAN SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE. QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RUBEN TRISTAN PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____ , 2015

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

TRISTAN SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C.. HAVE ENTERED INTO A CONTRACT IN WHICH S.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 3" DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF VALLEY VIEW ROAD

WATER DISTRIBUTION FOR TRISTAN SUBDIVISION CONSIST OF A PROPOSED 1 - ¾" DIAMETER SINGLE WATER SERVICE FOR LOT 1, SAID SERVICE TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $ 650.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $1,000.00, WHICH COVERS THE COST FOR LOT 1 AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C.. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C.. ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.
LOT 2 HAS AN EXISTING WATER METER

SEWAGE FACILITIES: DESCRIPTION. COSTS. AND OPERABILITY DATES:

SEWAGE FROM TRISTAN SUBDIVISION WILL BE FROM AN EXISTIN 8 INCH SANITARY SEWER LINE LOCATED ON THE SOUTH SIDE ON THIS SUBDIVISION, THE OWNER WILL INSTALL 2- 4 INCH SANITARY SEWER SERVICE FOR LOT 1 AND LOT 2. THE ESTIMATE COST TO INSTALL THE 2-4 INCH SANITARY SEWER SERVICES IS $ 1,500.00 AND HAVE BEEN INSTALLED AND INSPECTED ON _____ 2012

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. ICERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 1,650.00

SEWAGE FACILITIES - SEWER SERVICES HAVE BEEN INSTALLED AT A TOTAL COST OF $ 1,500.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE TRISTAN SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C.. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE TRISTAN SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 3 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA VALLEY VIEW ROAD

DEL CONDUCTO DE AGUA DE 3 PULGADAS SE INSTALARA UN CONDUCTO DE ¾ DE PULGADA DEDIAMETRO PARA EL LOTE 1 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 650.00 PARA EL LOTE 1
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C.. $ 1,000.00 POR LOTE QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C.., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.
EL LOTE 2 YA TIENE UN MEDIDOR DE AGUA EXISTENTE

DRENAJE: DESCRIPCION. GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

EXISTE UNA LINEA DE 8 PULGADAS DE DIAMETRO EN EL LADO SUR DE ESTA SUBDIVISION. EL DUENO INSTALARA 2 SERVICIOS SANITARIOS DE 4 PULGADAS DE DIAMETRO. EL COSTO TOTAL PARA INSTALAR LOS SERVICIOS DE 4 PULGADAS ES $ 1,500.00 Y SERAN INSTALADOS E INSPECCIONADOS PARA EL DIA _____ 2012

CERTIFICATION:

CON MI FIRMA. CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE. DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES). ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 1,650.00 PARA EL LOTE 1

DENAJE: SE ESTIMA QUE LOS SERVICIOS DE DRENAJE SANITARIO COSTARAN $1,500.00

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 9/7/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 1,650.00
SERVICIO SANITARIO	$ 1,500.00
DRAINAGE	$ 000.00

DRAINAGE REPORT:

MARCH. 2012
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA. P.E.

TRISTAN SUBDIVISION
HIDALGO COUNTY. TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE WEST SIDE OF VALLEY VIEW ROAD INTERSECTION WITH APOLLO DRIVE

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "B";
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOP. LOT 2 HAS AN EXISTING HOUSE. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (1.93 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE NORTHEAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF RESIDENTIAL USE. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 2.5 CFS, I HAVE CALCULATED THAT 6,446 CF OF STORM RONOFF FOR A 10 YEAR DESIGN FREQUENCY, WILL BE DETAINE WITHIN THE PROPERTY BY EXISTING NATURAL AREAS AND OUT FALLING INTO THE RE-GRADED ROAD SIDE DITCH, DRAINAGE PLAN TO BE APPROVED BY HIDALGO COUNTY PLANNING DEPARTMENT AT TIME OF ISSUANCE OF BUILDING PERMIT

CERTIFICATION:
BY MY SIGNATURE BELOW. I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "B";
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982.
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 9/7/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS · GUILLERMO A ARRATIA · 94001 · LICENSED PROFESSIONAL ENGINEER

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	RUBEN TRISTAN	602 APOLLO DRIVE	DONNA, TEXAS. 78537	(956) 583-5479
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 2 OF 2

INDEX TO SHEET OF TRISTAN SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; N.C.D.D. CERTIFICATION; H.C. DONNA IRR. No. 1 CERTIFICATE
	OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY. ENGINEERING REPORT (ENGLISH AND SPANISH VERSION). INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION);
	TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-29-2015

PROPOSED **L & D RODRIGUEZ** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **Urban Infrastructure Group, Inc.** DEVELOPER: **Lorenzo & Diana Rodriguez**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY **1** ☒COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Mile 6 West approximately ¼ mile north of Mile 10 North.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of **Weslaco** and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **7/27/2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished within the low areas of the lots with a runoff into the re-graded road side ditch.**

DISTANCE TO A DRAIN DITCH: **½ mile west from development.**

ROAD R.O.W. DEDICATION: **24.00' additional R.O.W. dedication.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **9/11/2015** By, **Roy Gonzalez, Pct. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **9/09/2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Gustavo Chapa**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **West side of Mile 6 West.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **8/13/2015** : By **Martin Ramirez** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2.8 SECTION B. "BLOCKS AND LOTS"**

STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Weslaco**.

☐ **Final Approval** *subject to recommendations other departments*

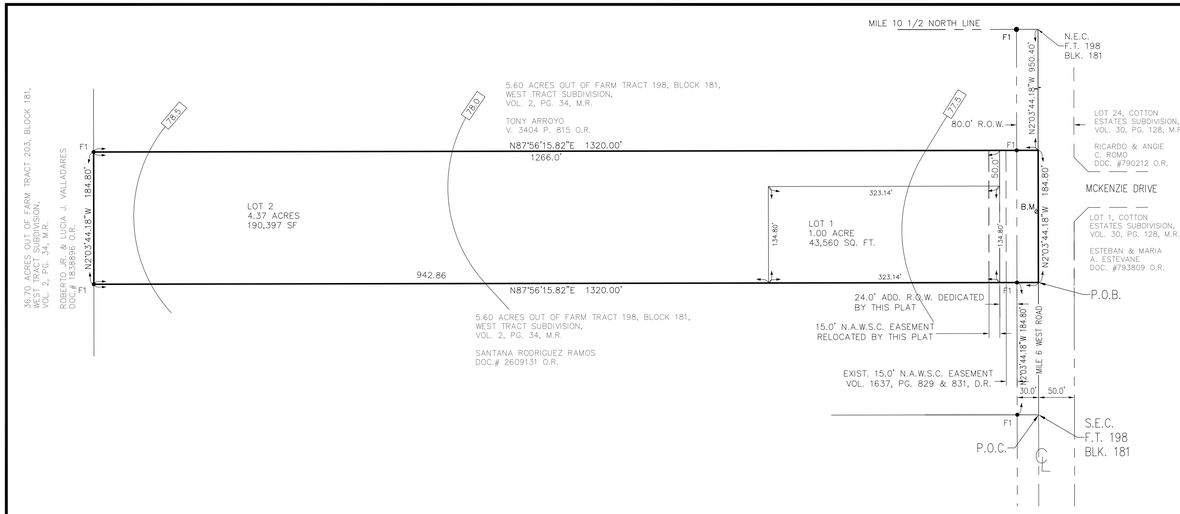
☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

L & D RODRIGUEZ SUBDIVISION
PRELIMINARY PLAT

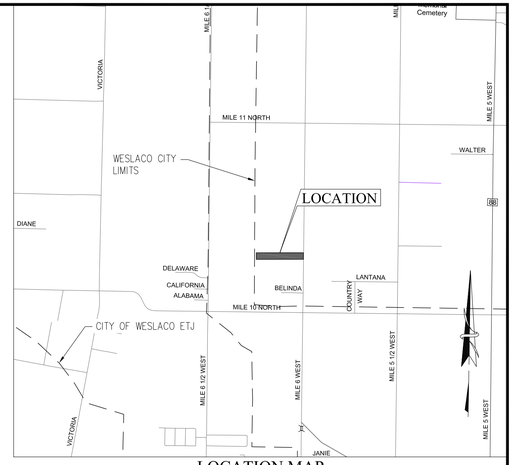
BEING THE NORTH 5.60 ACRES OF THE SOUTH 11.20 ACRES OF FARM TRACT 198, BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34 THRU 37 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS



LEGEND

- F1 – FOUND 1/2" DIAMETER IRON ROD
- F3 – FOUND 3/4" DIAMETER IRON ROD
- R.O.W. – RIGHT-OF-WAY
- E.O.A. – EDGE OF ASPHALT
- CONC. – CONCRETE
- CVRD. – COVERED
- M.R. – MAP RECORDS
- D.R. – DEED RECORDS
- O.R. – OFFICIAL RECORDS
- S.E.C. – SOUTHEAST CORNER
- SEC. – SECTION
- W/M – WATER METER
- "F.H." – FRAME HOUSE PART ON CONC. BLKS. AND PART ON CONC. SLAB
- B.M.ø – BENCHMARK

SCALE: 1"=100'



LOCATION MAP
SCALE: 1"=2000'

L & D RODRIGUEZ SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No.1 IN THE EASTERN PART OF HIDALGO COUNTY AT A DISTANCE APPROXIMATELY 1,490 FEET NORTH OF THE INTERSECTION OF MILE 6 WEST ROAD AND MILE 10 NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF WESLACO WITH A POPULATION OF 35,670 ACCORDING TO THE 2010 U.S. CENSUS. THE SUBDIVISION IS ADJACENT TO THE CITY OF WESLACO CITY LIMITS AND LOCATED WITHIN THE CITY OF WESLACO ETJ.

METES AND BOUNDS DESCRIPTION:

THE NORTH 5.60 ACRES OF THE SOUTH 11.20 ACRES OF FARM TRACT 198, BLOCK 181, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 2 PAGES 34 THRU 37 OF THE MAP RECORDS OF SAID COUNTY, SAID 5.60 ACRES OF BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT, THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF MILE 6 WEST ROAD, NORTH 184.80 FEET TO THE SOUTHEAST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE WITH THE NORTH LINE OF SANTANA RODRIGUEZ' TRACT AS DESCRIBED IN DOCUMENT NUMBER 2609131 OF THE OFFICIAL RECORDS OF SAID COUNTY, WEST, AT 30.00 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE EXISTING WEST RIGHT OF WAY OF SAID MILE 6 WEST ROAD, AT 1320.00 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WEST LINE OF SAID LOT, NORTH 184.80 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF TONY ARROYO'S TRACT AS DESCRIBED IN VOLUME 3404 PAGE 815 OF THE OFFICIAL RECORDS OF SAID COUNTY, EAST, AT 1290.00 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE WEST RIGHT OF WAY OF SAID ROAD, AT 1320.00 FEET IN ALL TO THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF SAID ROAD, SOUTH 184.80 FEET TO THE PLACE OF BEGINNING, CONTAINING FIVE AND SIXTY HUNDREDTHS (5.60) ACRES, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, PABLO PENA III, A REGISTERED PROFESSIONAL PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

PABLO PENA III — DATE
R.P.L.S. No. 5242
FIRM No. 10087200

GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE DESIGNATION: ZONE "X"
   ZONE "X" AREAS DETERMINED TO BE AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL No. 480334 0450 C, REVISED JUNE 6, 2000, REVISED MAY 30, 2002 BY LOMR.
2. MMIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
   FRONT: 50.00 FEET
   REAR: 25.00 FEET
   SIDE: 6.00 FEET
3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOT 2. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON LOT 2. (IF PROPERTY ANNEXED, IT SHALL ABIDE BY CITY ZONING ORDINANCE)
4. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTING RESIDENTIAL LOTS TO DENY ACCESS ONTO LOT. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT. (IF PROPERTY ANNEXED, IT SHALL ABIDE BY CITY ZONING ORDINANCE)
5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
6. A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER PRIOR TO RECORDING THE PLAT AS PER CITY OF WESLACO.
7. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   B.M. – BENCH MARK(SET P-K NAIL ON ASPHALT APPROXIMATELY 99 FEET NORTH OF THE S.E.C. OF THIS PROPERTY.
   ELEVATION=78.04) N.A.V.D. 88
8. LANDSCAPE PLAN SHALL BE PREPARED IN ACCORDANCE WITH THE CITY OF WESLACO LANDSCAPE ORDINANCE. PLAN SHALL BE APPROVED PRIOR TO CONSTRUCTION.
9. A STORMWATER POLLUTION PREVENTION PLAN SHALL BE REQUIRED PRIOR TO CONSTRUCTION AND MUST COMPLY WITH TPDES & SWPP.
10. STREET LIGHTING TO BE INSTALLED PRIOR TO RECORDING THE PLAT AS PER CITY OF WESLACO.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
13. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND THE CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 7,580 CUBIC FEET OF STORM WATER RUNOFF. LOT 1 WILL REQUIRE 2,304 CUBIC FEET, AND LOT 2 WILL REQUIRE 5,276 CUBIC FEET.
14. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

    E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
17. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
18. LORENZO & DIANA RODRIGUEZ, THE OWNERS AND SUBDIVIDERS OF L & D RODRIGUEZ SUBDIVISION RETAIN A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
19. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 31.4.
20. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

WE, LORENZO & DIANA RODRIGUEZ AS OWNER(S) OF THE 5.60 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED L & D RODRIGUEZ SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE s 232.032 AND THAT

(A) THE WATER QUALITY CONNECTIONS TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET MINIMUM STATE STANDARDS.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: LORENZO RODRIGUEZ — DATE
905 ALVE DR., DONNA, TX 78537
(956) 969-1400

BY: DIANA RODRIGUEZ — DATE
905 ALVE DR., DONNA, TX 78537
(956) 969-1400

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LORENZO & DIANA RODRIGUEZ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20__.

NOTARY PUBLIC — DATE

MY COMMISSION EXPIRES_____.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF L & D RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT ON_____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF L & D RODRIGUEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON_____ _____

HIDALGO COUNTY JUDGE — DATE

HIDALGO COUNTY CLERK — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF WESLACO MAYORS CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO

STATE OF TEXAS

COUNTY OF HIDALGO

CERTIFICATION BY THE CHAIRMAN OF THE COMMISSION

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No.9
CERTIFICATE OF PLAT APPROVAL

THIS PLAT WAS APPROVED BY HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No.9 ON THIS _____ DAY OF _____, 20_____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHT-OF-WAY EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No.9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT'S EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CRAIG A. GONZALEZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

CRAIG A. GONZALEZ — DATE
LICENSED PROFESSIONAL ENGINEER No. 99268
FIRM NO. F-13094

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____AT_____A.M./P.M.

INSTRUMENT NUMBER_____ .

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____, DEPUTY CLERK

RIGHT OF WAY EASEMENT: KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED.) IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____ OF 20_____.

LORENZO RODRIGUEZ
905 ALVE DR.
DONNA, TX 78537

DIANA RODRIGUEZ
905 ALVE DR.
DONNA, TX 78537

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
DONNA, TEXAS 78537
(956) 464-4710
TBPE FIRM NO. F-13094 WWW.UIGTEXAS.COM

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW ONLY UNDER AUTHORITY OF CRAIG A. GONZALEZ, P.E., (NO. 99268) ON 09/04/15 AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

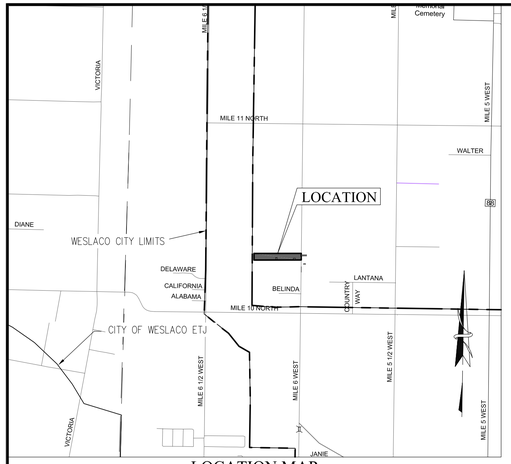
PRINCIPAL CONTACTS		ADDRESS	PHONE
OWNER:	LORENZO & DIANA RODRIGUEZ	905 ALVE DR., DONNA, TEXAS 78537	(956) 969-1400
ENGINEER: URBAN INFRASTRUCTURE GROUP, INC.	CRAIG GONZALEZ, P.E.	407 N. SALINAS BLVD., DONNA, TEXAS 78537	(956) 464-4710
SURVEYOR: PENA ENGINEERING & SURVEYING, INC.	PABLO PENA III	1001 WHITEWING AVE., MCALLEN, TX. 78501	(956) 682-8812

INDEX TO SHEET OF L & D RODRIGUEZ SUBDIVISION PRELIMINARY PLAT

1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS;LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; ATTESTATION; ENGINEER'S & SURVEYOR'S CERTIFICATION; HIDALGO COUNTY CERTIFICATION OF PLAT APPROVAL; CITY OF WESLACO MAYOR'S CERTIFICATION OF PLAT APPROVAL; CITY OF WESLACO PLANNING AND ZONING COMMISSION CERTIFICATION OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATION OF THE PRECINCT THE PROJECT IS SITUATED; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9 APPROVAL; HIDALGO COUNTY DRAINAGE DISTRICT No.1 APPROVAL; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.
2	WATER DISTRIBUTION AND SANITARY SEWER MAP; ENGINEERING REPORT INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEERING CERTIFICATION. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; REVISION NOTES.

No.	REVISION	DATE	APPROVED
1	REVISED PER HIDALGO COUNTY COMMENTS	09-04-15	CAG

L & D RODRIGUEZ SUBDIVISION PLAT



LOCATION MAP
SCALE: 1"=2000'

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

L & D RODRIGUEZ SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF N. MILE 6 WEST RD.

WATER DISTRIBUTION FOR THE L & D RODRIGUEZ SUBDIVISION CONSISTS OF TWO SEPARATE ¾" DIAMETER SINGLE SERVICE LINES THAT TAP TO THE EXISTING 8" DIAMETER WATER LINE. LOT 2 ALREADY HAS AN EXISTING ¾" SERVICE LINE. LOT 1 WILL HAVE A NEW ¾" SERVICE LINE. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE ESTIMATED COST FOR THE SERVICE LINE FOR LOT 1 IS $_____ IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ WHICH COVERS THE COST FOR LOT 1 AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS, ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING LOT 1 IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR LOT 1. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION, COST, AND OPERABILITY DATE:

SEWAGE FROM L & D RODRIGUEZ SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. LOT 1 HAS EXISTING AN OSSF THAT WILL BE ABANDONED. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF EACH LOT FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCES CONSERVATION SERVICE SOIL SURVEY INDICATED A SANDY CLAY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE IN EACH LOT AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A SILTY/SANDY CLAY LOAM EXTENDING UP TO 30" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 30" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $2,300.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. BOTH OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $4,600.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSFS ON ____-____-2015.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METER FOR LOT 1, WILL COST A GRAND TOTAL OF $_____, LOT 2 ALREADY HAS EXISTING FACILITIES.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $2,300.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $4,600.00 FOR THE ENTIRE SUBDIVISION.

_____
CRAIG A. GONZALEZ, P.E. DATE
LICENSED PROFESSIONAL ENGINEER No. 99268

CONSTRUCTION COST ESTIMATE FOR

WATER IMPROVEMENTS	$_____
OSSF IMPROVEMENTS	$4,600.00
DRAINAGE IMPROVEMENTS	$_____
PAVING IMPROVEMENTS	$_____
TOTAL	$_____

DRAINAGE REPORT FOR L & D RODRIGUEZ SUBDIVISION

INTRODUCTION
THE L & D RODRIGUEZ SUBDIVISION INCLUDES 2 LOTS (ONE COMMERCIAL LOT AND ONE RESIDENTIAL LOT) ON A 5.60-ACRE TRACT. THE PROPERTY IS LOCATED AT 4525 N. WESTGATE DR. WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF WESLACO ON THE WEST SIDE OF MILE 6 WEST RD. (WESTGATE DR.), APPROXIMATELY 1,490 FEET NORTH OF THE INTERSECTION WITH MILE 10 NORTH RD.

FLOODPLAIN INFORMATION
THE PROPERTY DOES NOT CONTAIN FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SPECIAL FLOOD HAZARD AREAS (SFHA). THE L & D RODRIGUEZ SUBDIVISION IS LOCATED WITHIN FEMA COMMUNITY PANEL NO. 480334 0450 C, MAP REVISED JUNE 6, 2000, AND REVISED TO REFLECT LOMR DATED MAY 30, 2002. THE PROPERTY IS LOCATED WITHIN A FEMA ZONE X DEFINED AS AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

SOIL SURVEY
THE SOIL ON THE PROPERTY IS 100% HIDALGO SANDY CLAY LOAM, 0 TO 1 PERCENT SLOPES (MAP SYMBOL 28), AS INDICATED IN THE USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY.

HYDROLOGY
STORMWATER GENERALLY FLOWS FROM THE WEST TO THE EAST ON THE TRACT. THE EXISTING 5.60 ACRES IS UNDEVELOPED LAND WITH THE EXCEPTION OF THE FRONT 0.5 ACRE WHICH CONSISTS OF AN EXISTING BUILDING, AN ASPHALT PARKING LOT, AND GRASS SURFACE. PROPOSED DEVELOPMENT ON LOT 1, THE COMMERCIAL LOT, IS AN OFFICE BUILDING AND ASPHALT PARKING LOT. A SINGLE-FAMILY DETACHED HOUSE IS PROPOSED ON LOT 2, THE RESIDENTIAL LOT. THE EXISTING PEAK 10-YEAR FLOW RATE IS APPROXIMATELY 0.50 CFS FOR LOT 1 AND 1.04 CFS FOR LOT 2. THE PROPOSED PEAK 25-YEAR FLOW RATE IS APPROXIMATELY 0.92 CFS FOR LOT 1 AND 1.66 CFS FOR LOT 2.

DETENTION
THE REQUIRED DETENTION VOLUME TO CONTAIN THE 25-YEAR FREQUENCY STORM EVENT WITH PROPOSED IMPROVEMENTS WHILE RELEASING AT THE EXISTING 10-YEAR FREQUENCY STORM EVENT RATE IS APPROXIMATELY 2,304 CF FOR LOT 1 AND 5,276 CF FOR LOT 2. THE DETENTION PONDS WILL DRAIN INTO THE ROADSIDE SWALE ALONG MILE 6 WEST RD. THE DRAINAGE THEN FLOWS NORTH TOWARD MILE 11 NORTH RD. AND EVENTUALLY TO THE WESLACO NORTH LATERAL DITCH.

ENGINEER CERTIFICATION
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A FLOOD ZONE X DEFINED AS AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD (COMMUNITY PANEL NO. 480334 0450 C, MAP REVISED JUNE 6, 2000, AND REVISED TO REFLECT LOMR DATED MAY 30, 2002).

STATE OF TEXAS · CRAIG A. GONZALEZ · 99268 · LICENSED PROFESSIONAL ENGINEER

09/04/15
CRAIG A. GONZALEZ DATE:
LICENSED PROFESSIONAL ENGINEER NO. 99268

SUBDIVIDER CERTIFICATION:
1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

2.- WE LORENZO & DIANA RODRIGUEZ SUBDIVIDERS OF L&D RODRIGUEZ SUBDIVISION, HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE QUALITY & QUANTITY TO ENABLE SAID SUBDIVISION TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATION AND THE LAWSOF THE STATE AS REQUIRED BY STATE, COUNTY, AND CITY REGULATIONS.

_____
LORENZO RODRIGUEZ

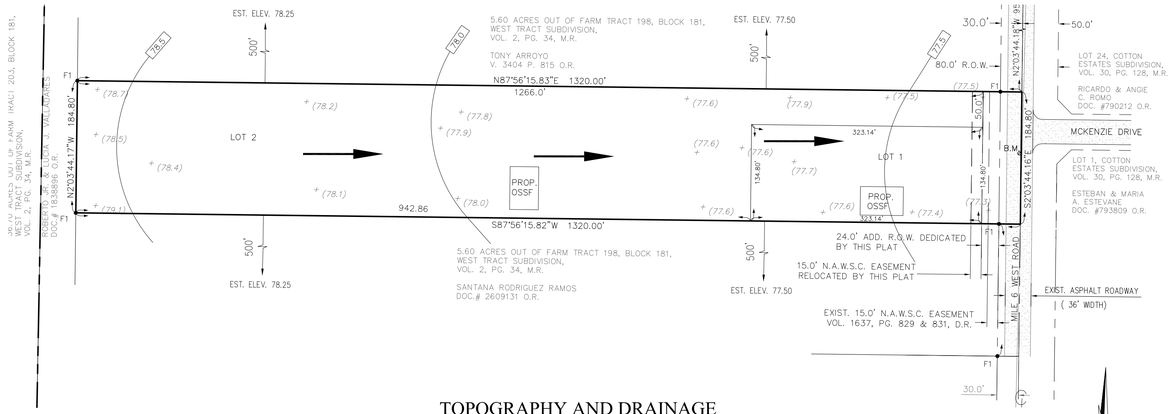
_____
DIANA RODRIGUEZ

STATE TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LORENZO & DIANA RODRIGUEZ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

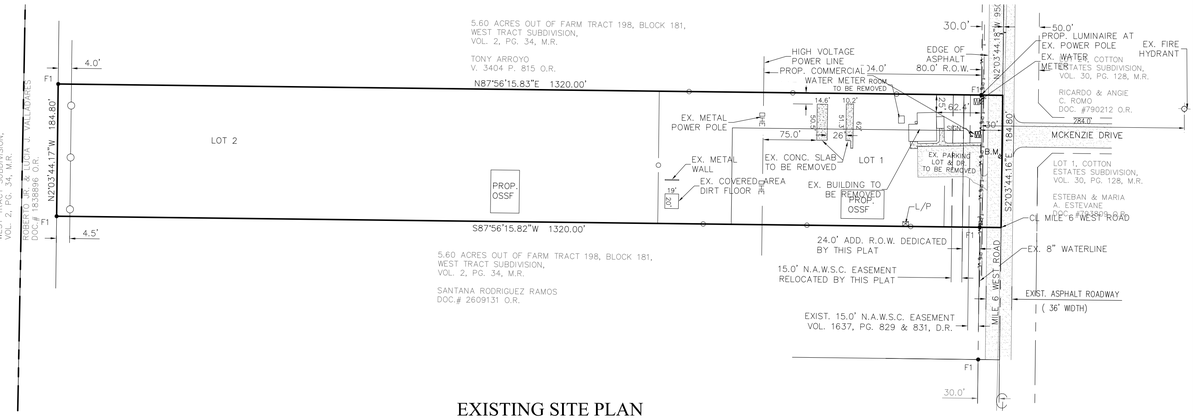
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC



TOPOGRAPHY AND DRAINAGE

SCALE: 1"=100'



EXISTING SITE PLAN

LEGEND

F1 – FOUND 1/2" DIAMETER IRON ROD
R.O.W. – RIGHT-OF-WAY
E.O.A. – EDGE OF ASPHALT
CONC. – CONCRETE
CVRD. – COVERED
M.R. – MAP RECORDS
D.R. – DEED RECORDS
O.R. – OFFICIAL RECORDS
S.E.C. – SOUTHEAST CORNER
SEC. – SECTION
L/P – LIGHT POLE
N.E.C. – NORTHEAST CORNER
S.E.C. – SOUTHEAST CORNER
BLKS. – BLOCKS
– POWER POLE
– TELEPHONE PEDESTAL
(78.0) – NATURAL GROUND ELEVATION (N.A.V.D. 88)
B.M. – BENCH MARK(SET P-K NAIL ON ASPHALT APPROXIMELY 99 FEET NORTH OF THE S.E.C. OF THIS PROPERTY ELEVATION=78.04) N.A.V.D. 88
NAWSC – NORTH ALAMO WATER SUPPLY CORP.
W/M – WATER METER
"F.H." – FRAME HOUSE PART ON CONC. BLKS. AND PART ON CONC. SLAB
OHE – OVERHEAD ELECTRIC LINE
6' CHAINLINK FENCE
4' HOGWIRE FENCE
6' CEDAR FENCE
4' CHAINLINK FENCE
TELEPHONE LINE

URBAN INFRASTRUCTURE GROUP, INC.
407 N. SALINAS BLVD.
PO BOX 729
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PRINCIPAL CONTACTS		ADDRESS	PHONE
OWNER:	LORENZO & DIANA RODRIGUEZ	905 ALVE DR., DONNA, TEXAS 78537	(956) 969-1400
ENGINEER: URBAN INFRASTRUCTURE GROUP INC.	CRAIG GONZALEZ, P.E.	407 N. SALINAS BLVD., DONNA, TEXAS 78537	(956) 464-4710
SURVEYOR: PENA ENGINEERING & SURVEYING INC.	PABLO PENA III	1001 WHITEWING AVE., MCALLEN, TX. 78501	(956) 682-8812

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No.	REVISION	DATE	APPROVED
1	REVISED PER HIDALGO COUNTY COMMENTS	09-04-15	CAG

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-29-2015

PROPOSED SOL SUBDIVISION, PRECINCT No. 1.

ENGINEER: Rio Delta Engineering DEVELOPER: Luis Garcia

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 12 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: South west corner of Mile 4 North Road and Mile 2 East Road.

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 7/15/2015 PROPERTY LIES WITHIN FLOOD ZONE: " C " AS PER FEMA.

DRAINAGE DESIGN: Drainage will be provided by re-constructing the road side ditches for Mile 4 North Road and Mile 2 East Road by storm drainage system along the Irrigation Easement.

DISTANCE TO A DRAIN DITCH: Approximately ½ mile west of development.

ROAD R.O.W. DEDICATION: 30 feet onto Mile 4 North Road and 20 feet onto Mile 2 East.

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 9/04/2015 By, Roy Gonzalez, Pct. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 4/28/2015 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose A. Gonzalez

WATER SERVICE PROVIDER: MHWSC LINE SIZE: 6" LOCATION: Mile 4 North Road.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 7/03/2015 : By Martin Ramirez Environmental Compliance Coordinator

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:

☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☐ **Final Approval** *subject to recommendations other departments*

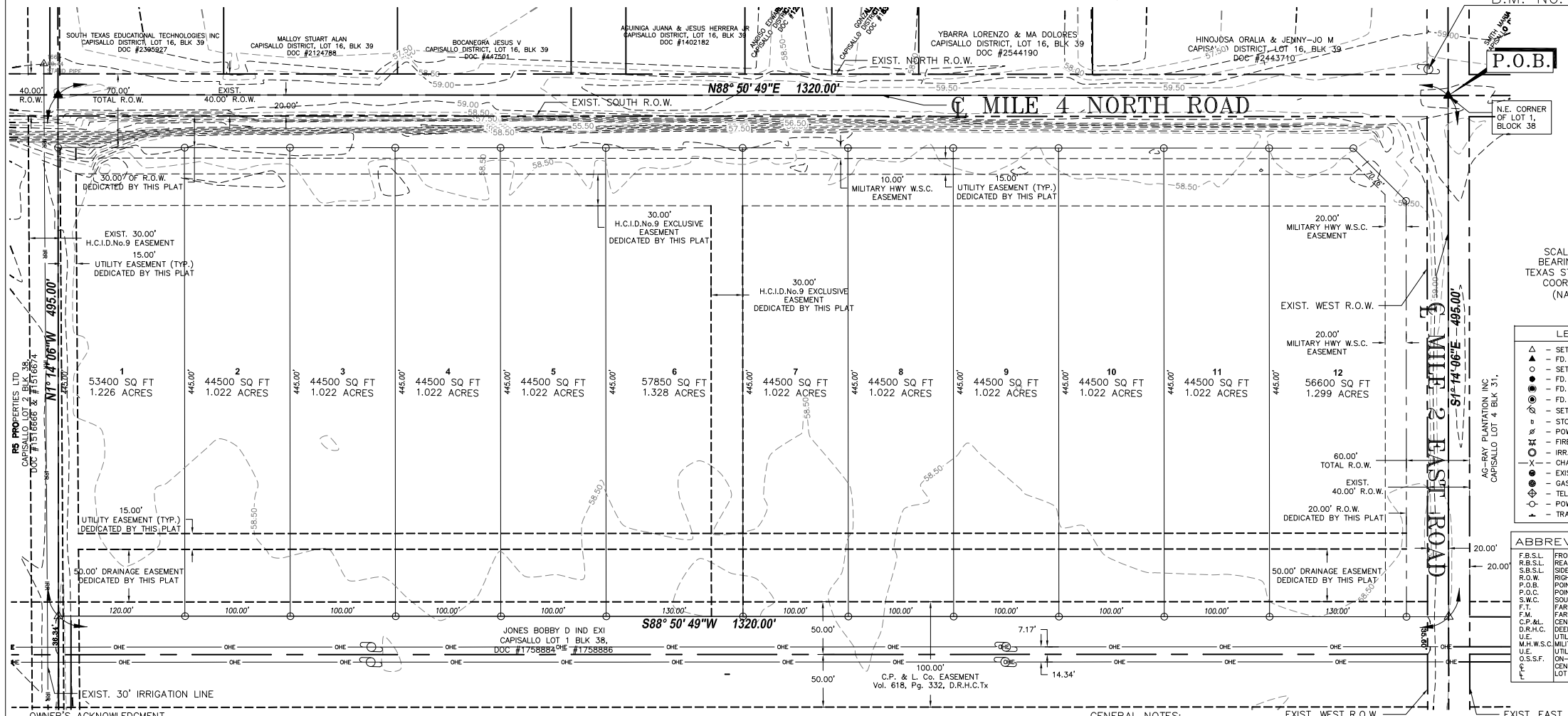
☐ **Final Approval** *with financial guarantee.*

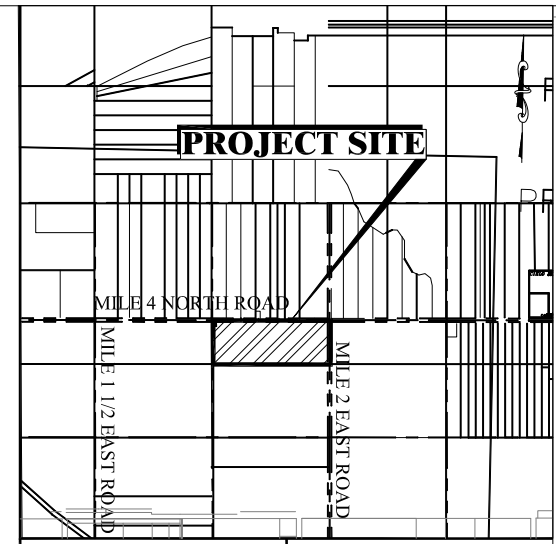
* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

DATE OF PREPARATION: SEPTEMBER, 2015

SOL SUBDIVISION

BEING 15.0 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P" PAGES 226 AND 227 DEED RECORDS OF HIDALGO COUNTY, TEXAS.





LOCATION MAP | SCALE: 1"= 1000'

SCALE:1"=60'
BEARING BASIS
TEXAS STATE PLANE
COORDINATES
(NAD 83)

LOCATION OF SOL SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY:

SOL SUBDIVISION IS LOCATED ON THE SOUTH WEST CORNER OF MILE 4 NORTH ROAD AND MILE 2 EAST ROAD, BEING 15.0 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P" PAGES 226 AND 227 DEED RECORDS OF HIDALGO COUNTY, TEXAS.

LEGEND

△	– SET C–P–S
▲	– FD. C–P–S
○	– SET 1/2" IRON ROD
●	– FD. 1/2" IRON ROD
⊛	– FD. 5/8" IRON ROD
⊙	– FD. 60–D NAIL
⊠	– SET PK NAIL
▫	– STORM INLET
⊗	– POWER POLE
⊕	– FIRE HYDRANT
○	– IRR. STAND PIPE
–X–	– CHAIN LINK FENCE
⊛	– EXIST. WATER METER
⊛	– GAS SPOTTING
⊕	– TELEPHONE PEDESTAL
○	– POWER POLE
⊸	– TRAFFIC SIGN

ABBREVIATION LEGEND

F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT–OF–WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM–TO–MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
M.H.W.S.C.	MILITARY HWY WATER SUPPLY CORP.
U.E.	UTILITY EASEMENT
O.S.S.F.	ON–SITE SEWAGE FACILITY
℄	CENTER LINE
L	LOT LINE

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I LUIS GARCIA, AS THE OWNER (S) OF THE 15.0 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SOL SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SCEPTIC TANKS MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND;
(D) GAS CONNECTIONS IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS, I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

LUIS F. GARCIA (MANAGER) DATE
FENECH SOLE, LLC
3113 S. 6TH LANE
MCALLEN, TEXAS 78503

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LUIS F. GARCIA, (MANAGER) KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF _____, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ___-___-___

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS ___ DAY OF _____, 20____

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

PRINCIPAL CONTACTS:

NAME		ADDRESS			PHONE & FAX	
OWNER(S): FENECH SOLE, LLC (LUIS GARCIA)		3113 S. 6TH LANE	MCALLEN, TX	78503	(956) 802–8404	
SURVEYOR: IVAN GARCIA	R.P.L.S.	921 S. 10TH AVENUE	EDINBURG, TX.	78539	(956) 380–5152	(956) 380–5083
ENGINEER: GILBERT J. GUERRA,	P.E.	921 S. 10TH AVENUE	EDINBURG, TX.	78539	(956) 380–5152	(956) 380–5083

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS ___ DAY OF _____, 20____

HIDALGO COUNTY JUDGE DATE

ATTEST:
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
IRRIGATION DISTRICT NO. 9

THIS PLAT APPROVED BY THE HIDALGO COUNTY AND CAMERON COUNTY IRRIGATION DISTRICT # 9, DATED THIS ____ DAY OF _____ 20___.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHTS–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSON OF H.&C.C.I.D. #9.
NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

IVAN GARCIA P.E. R.P.L.S. DATE
REG. PROFESSIONAL ENGINEER NO. 115662

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MERCEDES AND HIDALGO COUNTY, TEXAS.

IVAN GARCIA, P.E., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027

FILED FOR RECORD IN:
HIDALGO COUNTY
BY ARTURO GUAJARDO, JR.
COUNTY CLERK
ON:_____AT_____AM/PM
INSTRUMENT NUMBER:_____
BY, _____DEPUTY

GENERAL NOTES:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" (NO SHADE)

ZONE "C" AREAS (NO SHADE), AREAS OF MINIMAL FLOODING ACCORDING TO COMMUNITY–PANEL NO. 480334 0525B, REVISED JANUARY 2, 1981.

2. SETBACKS:
FRONT: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 65.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 20.00 FEET FOR LOT 12

3. NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF MILE 4 NORTH ROAD. OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
–––>B.M. NO. 1–, ELEV. 60.11 N.G.V.D. 88, DESCRIPTIONS: TOP OF RAILROAD SPIKE NEAR POWER POLE FOUND 30' NORTHWEST FROM THE NORTHEAST CORNER OF THIS SUBDIVISION. GPS POINT, GRID COORDINATES N 1188631.51, E 16567125.03.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 11.885 CUBIC–FEET OR 0.273 ACRE–FEET OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED IN DETENTION GREEN AREAS IN THE LOTS.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEMS ARE BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. FENECH SOLE, LLC (LUIS GARCIA), THE OWNERS & SUBDIVIDERS OF THIS SUBDIVISION, RETAIN A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. THE OWNER OF THE LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH, AND RE–GRADING OF ROADSIDE DITCH TO COUNTY SPECIFICATIONS AT THE TIME OF APPLICATION FOR CONSTRUCTION.

14. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON THE LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

15. THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.1.

METES AND BOUNDS:

BEING 15.0 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P" PAGES 226 AND 227, DEED RECORDS OF HIDALGO COUNTY, TEXAS; SAID 15.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 1°14'06" EAST, A DISTANCE OF 495.00 FEET, WITH THE EAST LINE OF SAID LOT 1 AND WITH THE CENTERLINE OF MILE 2 EAST ROAD TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 88°50'49" WEST, WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID LOT 1, AT A DISTANCE OF 20.00 FEET PASSING THE WEST RIGHT OF WAY LINE OF SAID MILE 2 AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 1°14'06" WEST, WITH THE WEST LINE OF SAID LOT 1, PASSING THE SOUTH ROW LINE OF MILE 4 N AT 445.00 FEET CONTINUING FOR A TOTAL DISTANCE OF 495.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 88°50'49" EAST, A DISTANCE OF 1320.00 FEET, WITH THE NORTH LINE OF SAID LOT 1, AND WITH THE CENTERLINE OF MILE 4 NORTH ROAD TO THE POINT OF BEGINNING, CONTAINING 15.00 ACRES OF LAND, MORE OR LESS.

REVISION NOTES TABLE

DATE	DESCRIPTION

INDEX TO SHEETS OF SOL SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; IRRIGATION DISTRICT No. 9, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE\ REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F–7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956–380–5152 (FAX) 956–380–5083

DRAWN: PETER HERMIDA E.I.T.
DESIGN: PETER HERMIDA E.I.T.
CHECKED: IVAN GARCIA P.E., R.P.L.S.
SURVEYOR: IVAN GARCIA P.E., R.P.L.S.
SCALE: 1"= 60'
DATE: SEPTEMBER, 2015

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ISSUED FOR: PRELIMINARY

PLAT SHEET
SOL SUBDIVISION
MERCEDES, TEXAS
HIDALGO COUNTY

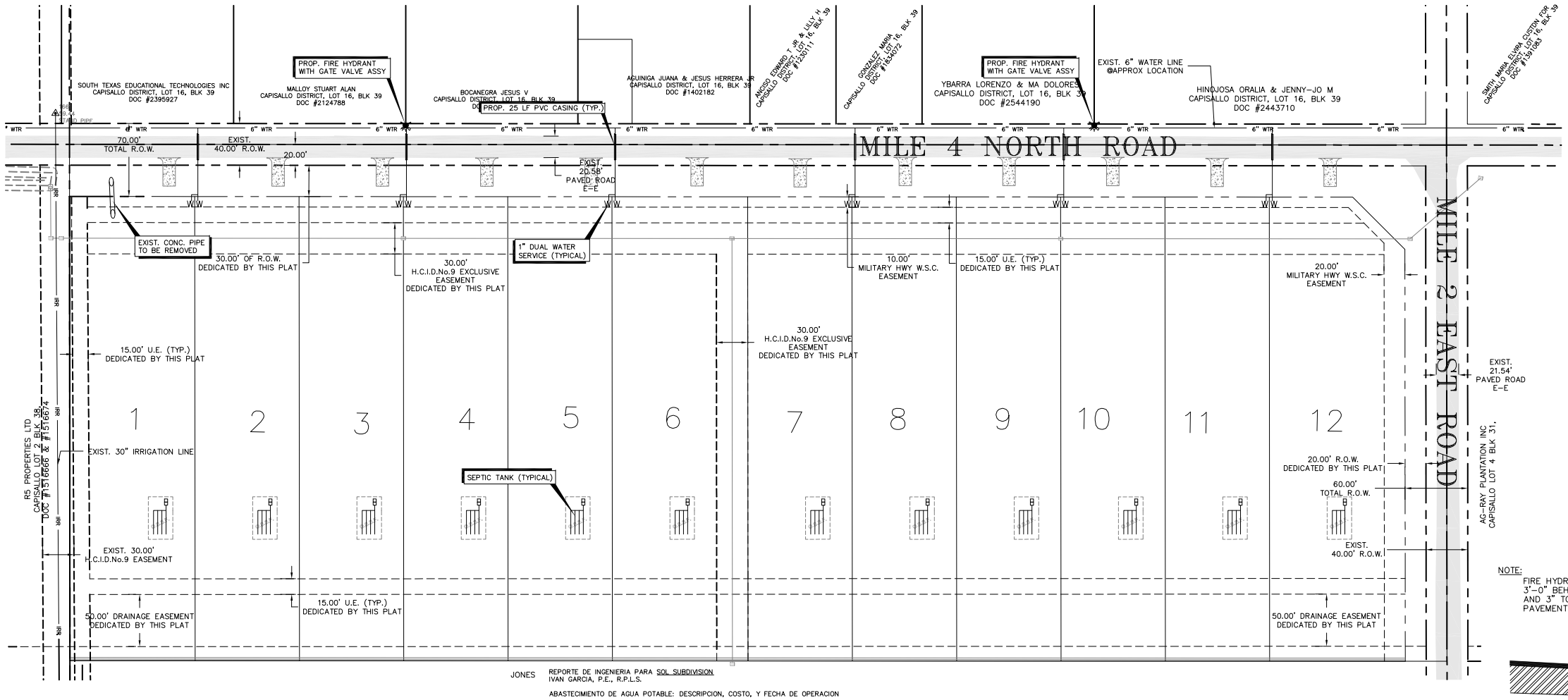
PROJECT: SUB 14 011

PAGE NO. 1–OF–3

DATE OF PREPARATION: SEPTEMBER, 2015

SOL SUBDIVISION

BEING 15.0 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P" PAGES 226 AND 227 DEED RECORDS OF HIDALGO COUNTY, TEXAS.

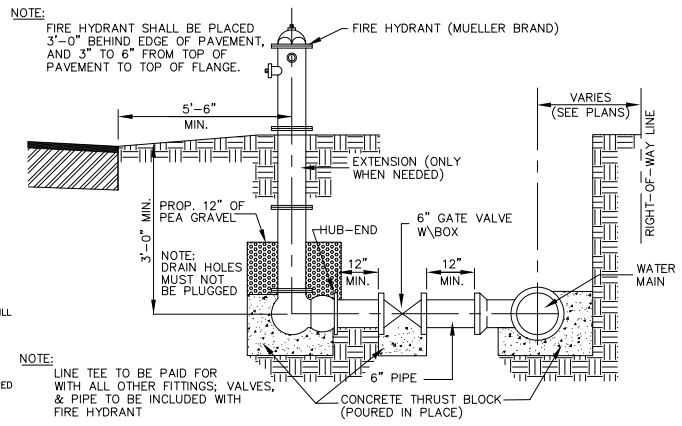


SCALE: 1"=60'

LEGEND	
	-POWER POLE
	-FIRE HYDRANT
	-SET IRON ROD
6" WTR	-EXIST. 6" WATER LINE
W	-EXIST. WATER SERVICE

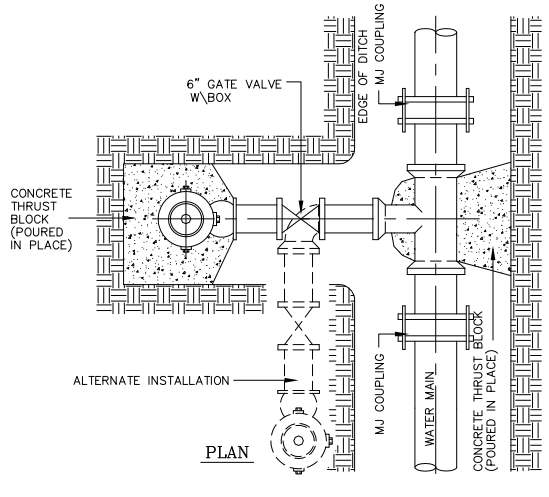
ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.R.H.C.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
M.H.W.S.C.	MILITARY HWY WATER SUPPLY CORP.
U.E.	UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
B-B	BACK TO BACK
E-E	EDGE TO EDGE
℄	CENTER LINE
L	LOT LINE

NOTE:
FIRE HYDRANT SHALL BE PLACED 3'-0" BEHIND EDGE OF PAVEMENT, AND 3" TO 6" FROM TOP OF PAVEMENT TO TOP OF FLANGE.



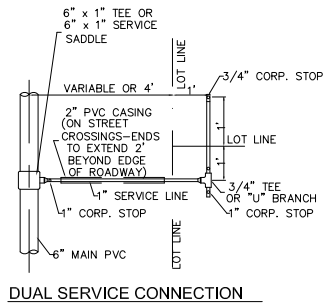
NOTE:
LINE TEE TO BE PAID FOR WITH ALL OTHER FITTINGS; VALVES, & PIPE TO BE INCLUDED WITH FIRE HYDRANT

SECTION



PLAN

TYPICAL FIRE HYDRANT INSTALLATION
NOT TO SCALE



DUAL SERVICE CONNECTION
NOT TO SCALE

INDEX TO SHEETS OF SOL SUBDIVISION	
SHEET 1:	HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; IRRIGATION DISTRICT No. 9, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.
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REVISION NOTES TABLE	
DATE	DESCRIPTION

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN:	PETER HERMIDA E.I.T.
DESIGN:	PETER HERMIDA E.I.T.
CHECKED:	IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:	IVAN GARCIA P.E. R.P.L.S.
SCALE:	1"= 60'
DATE:	SEPTEMBER, 2015

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ISSUED FOR: PRELIMINARY

PROJECT: SUB 14 011

PAGE NO. 2-OF-3

UTILITY LAYOUT
SOL SUBDIVISION
MERCEDES, TEXAS
HIDALGO COUNTY

JONES

ENGINEERING REPORT FOR SOL SUBDIVISION
BY IVAN GARCIA, P.E., R.P.L.S.

LEGAL DESCRIPTION
BEING 15.0 ACRES OF LAND AND BEING THE NORTH 15.0 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS.

PROPOSED USE
THE PROPOSED USE FOR THIS SUBDIVISION IS 12 LOTS FOR RESIDENTIAL PURPOSES.

WATER SUPPLY AND DISTRIBUTION

THIS SUBDIVISION WILL BE PROVIDED WATER SERVICE BY MILITARY HIGHWAY WATER SUPPLY CORPORATION. THE DEVELOPER AND THE M.H.W.S.C. HAVE ENTERED INTO A CONTRACT WHEREBY M.H.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. M.H.W.S.C. HAS PROVIDED DOCUMENTATION THAT SUFFICIENTLY ESTABLISHES THE LONG-TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLY NEEDED TO SERVE THE FULL DEVELOPMENT.

M.H.W.S.C. HAS AN EXISTING 6" WATER LINE THAT RUNS ON THE NORTH RIGHT OF WAY OF MILE 4 NORTH ROAD. EACH LOT HAS BEEN PROVIDED AN INDIVIDUAL WATER SERVICE CONNECTION FROM SAID EXISTING WATER LINE. THE WATER SERVICES WILL BE CONSTRUCTED AS PER M.H.W.S.C. REQUIREMENTS AND SPECIFICATIONS. WATER DISTRIBUTION FOR THE SOL SUBDIVISION WILL CONSIST OF A TOTAL OF 1, FIRE HYDRANTS, (6) 1" DIAMETER DUAL LONG SERVICE LINES THAT RUN IN PAIRS TO LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SERVICE LINES. SAID SERVICES TERMINATE AT THE UTILITY EASEMENT FOR EACH LOT. FIRE HYDRANT WILL BE INSTALLED AT THE NORTHWEST CORNER OF THE INTERSECTION OF MILE 4 NORTH AND MILE 2 EAST ROAD. THE COST FOR THE CONSTRUCTION OF THE WATER SYSTEM TO THIS SUBDIVISION IS ESTIMATED TO BE $_____ , AT A COST PER LOT OF $_____. THE OWNER OF THIS DEVELOPMENT WILL PAY WATER TAP FEES, WHICH INCLUDE THE WATER METER INSTALLATION AND INSPECTION FEES, TO M.H.W.S.C., A TOTAL OF $_____, AT A COST OF $_____ PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUMS REPRESENT SAID INSTALLATIONS, ACQUISITION FEES, AND ALL OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO M.H.W.S.C.. THE OWNER WILL ALSO PAY M.H.W.S.C. A TOTAL OF $_____, AT A COST OF $_____ PER LOT, FOR WATER RIGHTS.

SOIL EVALUATION REPORT:

THE LOTS IN THE PROPOSED SUBDIVISION ARE AT LEAST 1 ACRE IN SIZE. ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 100% OF HARLINGEN CLAY, WITH 0 TO 1 % SLOPES. THESE SOILS ARE MODERATELY WELL-DRAINED, SURFACE RUNOFF IS HIGH, PERMEABILITY IS VERY LOW TO MODERATELY LOW, AND THE WATER CAPACITY IS LOW. THE SOIL IS A UNIFORM CLAY EXTENDING THE BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DOES NOT DRAIN WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL, WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A 'CASH DEPOSIT' TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $1,500.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATIONS:

I CERTIFY THAT THE WATER AND SANITARY SEWER SYSTEM FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL SUBDIVISION RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE COSTS FOR THE CONSTRUCTED WATER AND SANITARY SEWER FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES
THESE FACILITIES WILL A TOTAL COST OF $_____, A COST PER LOT OF $_____. THE OWNER OF THIS DEVELOPMENT WILL PAY WATER TAP FEES, WHICH INCLUDE THE WATER METER INSTALLATION TO M.H.W.S.C., A TOTAL OF $_____, AT A COST OF $_____ PER LOT. THE OWNER WILL ALSO PAY M.H.W.S.C. A TOTAL OF $_____, AT COST OF $_____ PER LOT, FOR WATER RIGHTS.

SANITARY SEWER FACILITIES
THE ESTIMATED COST FOR THE CONSTRUCTION OF THE SEPTIC SYSTEM TO THIS SUBDIVISION WILL BE $_____, AT COST PER LOT OF $_____.

IVAN GARCIA, P.E., R.P.L.S.

STATE OF TEXAS
IVAN GARCIA
115662
LICENSED
PROFESSIONAL ENGINEER

DATE

REPORTE DE INGENIERIA PARA SOL SUBDIVISION
IVAN GARCIA, P.E., R.P.L.S.

ABASTECIMIENTO DE AGUA POTABLE: DESCRIPCION, COSTO, Y FECHA DE OPERACION

SOL SUBDIVISION RECIBIRA SERVICIO DE AGUA POTABLE DE MILITARY HIGHWAY WATER SUPPLY CORPORATION Y HA PROMETIDO, POR MEDIO DE UN CONTRATO, PROPORCIONAR SUFICIENTE AGUA PARA SERVIR LA SUBDIVISION POR NO MENOS DE UN PERIODO DE TRENTA (30) AÑOS. M.H.W.S.C. HA PRESENTADO LA DOCUMENTACION SUFICIENTE PARA ESTABLECER A LARGO PLAZO, LA CANTIDAD Y CALIDAD DE AGUA POTABLE DISPONIBLE NECESARIA PARA EL DESAROLLO COMPLETO DE ESTA SUBDIVISION.

SOL SUBDIVISION, SE CONECTO A UNA TUBERIA EXISTENTE DE AGUA DE SEIS (6") PULGADAS LOCALIZADA AL LADO NORTE DE MILE 4 N, A TODOS LOS LOTES SE LES HA PROPORCIONADO UN SERVICIO DE AGUA INDIVIDUAL DE LA TUBERIA MENCIONADA. LOS SERVICIOS DE AGUA SE INSTALAN SIGUIENDO LAS NORMAS Y ESPECIFICACIONES DE M.H.W.S.C. EL SISTEMA DE DISTRIBUCION DE AGUA CONSISTE DE UNA (1) HIDRANTE, DOCE (6) SERVICIOS DE AGUA DE 1" DE DIAMETRO DOBLES LARGOS QUE CORREN PAREJAS DE LOTES ANTES DE DIVIDIRSE EN 3/4" DE LAS LINEAS DE SERVICIO DE DIAMETRO. LOS SERVICIOS MENCIONADAS TERMINAN EN EL SERVIDUMBRE DE UTILIDAD PARA CADA LOT. EL HIDRANTE SE INSTALARA EN LA ESQUINA DE LA NOROESTE DE LA INTERSECCION DEL MILE 4 N Y MILE 2 E. EL COSTO DE INSTALACION DEL SISTEMA DE DISTRIBUCION DE AGUA POTABLE DE SOL SUBDIVISION SE ESTIMA DE $_____, A UN COSTO POR LOTE DE $_____. EL DUEÑO DE LA SUBDIVISION VA PAGAR LOS CARGOS POR CONEXCION DE AGUA, LOS CUALES INCLUYEN LA INSTALACION DEL MEDIDOR DE AGUA Y LAS TARIFAS DE INSPECCION DE M.H.W.S.C., POR UN TOTAL DE $_____, A UN COSTO DE $_____ POR LOTE POR MUCHO LO ESTABLECIDO EN EL CONTRATO DE SERVICIO DE AGUA DE 30 AÑOS QUE IMPORTES REPRESENTAN DICHAS INSTALACIONES, HONORARIOS DE ADQUISICION Y TODOS LOS OTROS CARGOS RELACIONADOS CON CONEXION DE LOS LOTES INDIVIDUALES EN EL DESARROLLO DE M.H.W.S.C. EL DUEÑO TAMBIEN PAGARA M.H.W.S.C. UN TOTAL DE $_____, TENIENDO UN COSTO DE $_____ POR LOTE PARA LOS DERECHOS DE AGUA.

LOS LOTES EN LA SUBDIVISIÓN MIDE UNA ACRE. ACORDE CON EL REPORTE DE SUELOS PREPARADO PARA EL CONDADO DE HIDALGO POR EL SOIL CONSERVATION SERVICE DE U.S.D.A., EL SITIO CONSISTE DE 100% DE HARLINGEN CLAY, CON PENDIENTES DE 0 A 1 % ESTAS TIERRAS SON DE MODERADAMENTE BUEN-DRENAJE, ESCORRENTIA SUPERFICIAL ES ALTA, PERMEABILIDAD ES BUEN-BAJA A MODERADAMENTE BAJA, Y LA CAPACIDAD PARA ABSORBER AGUA ES BAJA. LA TIERRA CONSISTE DE UNA CAPA UNIFORME DE CLAY QUE SE EXTIENDE BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA NO FLUYE BIEN.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON 1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERA ADECUADA CON DESEMPEÑO EN FORMA DE UN (CHEQUE DE CAJEROS O CHEQUE PERSONAL) REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE $1,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUCCION PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION:
YO CERTIFICO QUE EL SISTEMA DE AGUA Y EL SYSTEMA DE AGUAS RESIDUALES DESCRITO AQUI ESTA EN REGLA CON EL MODELO DE REGLAS ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DE AGUA.

YO CERTIFICO QUE EL COSTO ESTIMADO PARA CONSTRUIR EL SISTEMA DE AGUA Y EL SISTEMA DE AGUAS RESIDUALES, DESCRITAS SON LAS SIGUIENTES:

SISTEMA DE AGUA
EL SISTEMA DE DISTRIBUCION DE AGUA ESTA COMPLETAMENTE CONSTRUIDO EXCEPTO POR LA INSTALACION DE LOS MEDIDORES DE AGUA CON UN COSTO TOTAL DE $_____, A UN COSTO POR LOTE DE $_____. EL DUEÑO DE LA SUBDIVISION HA PAGADO LOS CARGOS POR CONECCION DE AGUA, LA CUAL INCLUYE LA INSTALACION DEL MEDIDOR DE AGUA Y LAS TARIFAS DE INSPECCION DE M.H.W.S.C., POR UN TOTAL DE $_____, A UN COSTO DE $_____ POR LOTE. EL DUEÑO TAMBIEN HA PAGADO A LA CUIDAD DE RIO GRANDE CITY UN TOTAL DE $_____, TENIENDO UN COSTO DE $_____ POR LOTE PARA LOS DERECHOS DE AGUA.

SISTEMA DE AGUAS RESIDUALES
EL COSTO DE CONSTRUCION DEL SYSTEMA DE AGUAS RESIDUALES FUE DE $_____, A UN COSTO DE $_____ POR LOTE. EL DUEÑO HA PAGADO A M.H.W.S.C. LOS CARGOS DE CONNECION DE AGUAS RESIDUALES; UN TOTAL DE $_____, A UN COSTO DE $_____ POR LOTE.

I, IVAN GARCIA, HEREBY ACKNOWLEDGE THAT THE ABOVE TRANSLATION FROM ENGLISH TO SPANISH, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IVAN GARCIA, P.E., R.P.L.S.

DATE

OSSF – FINANCIAL GUARANTEE OF PERFORMANCE

SUBDIVIDER CERTIFICATION:

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.–I, LUIS GARCIA OF FENECH SOLE LLC, SUBDIVIDER OF SOL SUBDIVISION HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

LUIS GARCIA (MANAGER)
OWNER

STATE OF TEXAS
COUNTY OF HIDALGO:

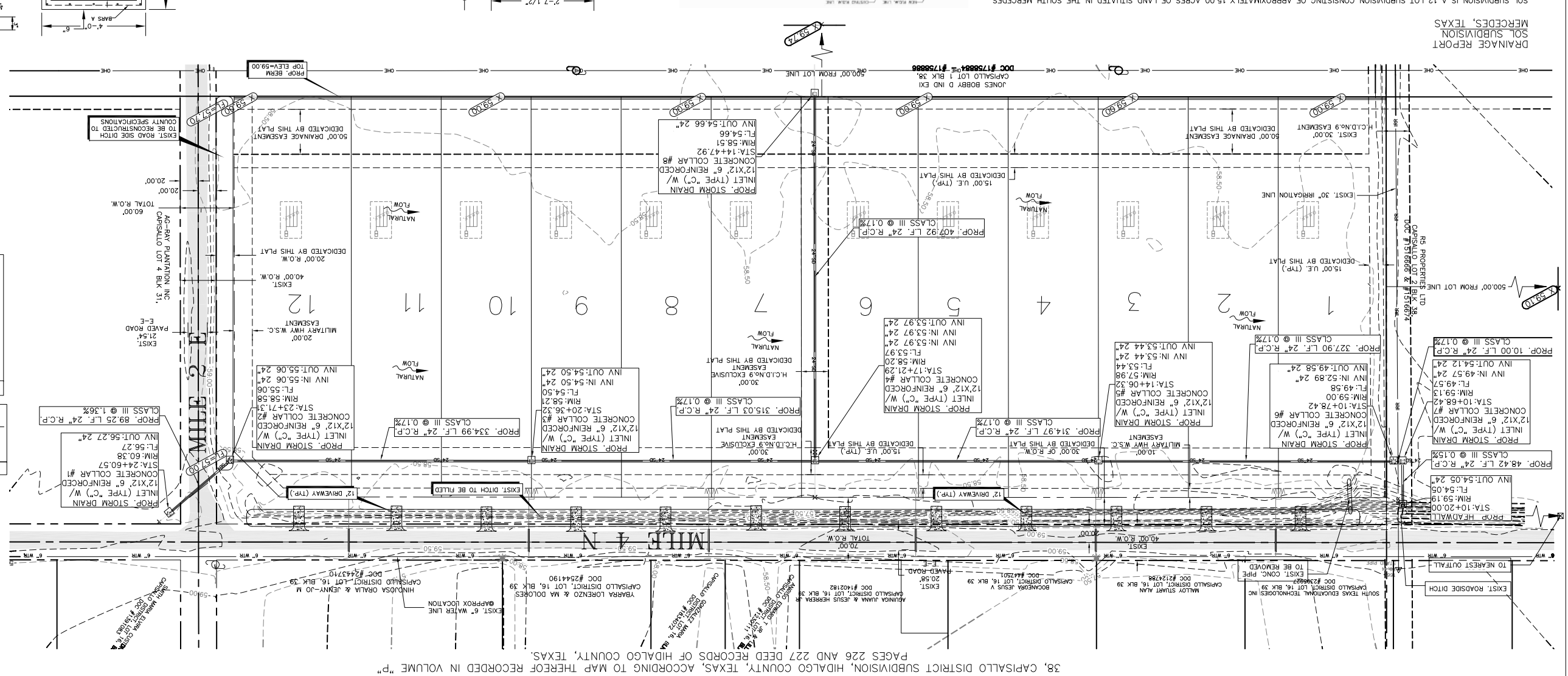
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20_____.

NOTARY PUBLIC
MY COMSTUART EXPIRES_____

SOL SUBDIVISION

BEING 15.0 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE NORTH 15.00 ACRES OF LOT 1, BLOCK 38, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME "P", PAGES 226 AND 227 DEED RECORDS OF HIDALGO COUNTY, TEXAS.

DATE OF PREPARATION: SEPTEMBER, 2015


MILE 4 N
MILE 3 E
PROP. 500.00' FROM LOT LINE
EXIST. 6" WATER LINE @APPROX LOCATION
EXIST. DITCH TO BE FILLED
EXIST. ROAD SIDE DITCH TO BE RECONSTRUCTED TO COUNTY SPECIFICATIONS
12' DRIVEWAY (TYP.)
TOTAL R.O.W.
40.00' R.O.W.
20.00'
20.00' R.O.W.
EXIST. 40.00' R.O.W.
AG-RAY PLANTATION INC CAPISALLO LOT 4 BLK 31.
CAPISALLO LOT 1 BLK 38, DOC #1758884
JONES BOBBY D IND EXI
DOC #1758824
PROP. 500.00' FROM LOT LINE
PROP. 407.92 L.F. 24" R.C.P. CLASS III @ 0.17%
PROP. 10.00' L.F. 24" R.C.P. CLASS III @ 0.17%
PROP. 327.90 L.F. 24" R.C.P. CLASS III @ 0.17%
PROP. 48.42 L.F. 24" R.C.P. CLASS III @ 0.15%
PROP. 334.99 L.F. 24" R.C.P. CLASS III @ 0.17%
PROP. 315.03 L.F. 24" R.C.P. CLASS III @ 0.17%
PROP. 314.97 L.F. 24" R.C.P. CLASS III @ 0.17%
PROP. 89.25 L.F. 24" R.C.P. CLASS III @ 1.36%
PROP. HEADWALL
STA:10+20.00
RIM:59.19
FL:54.05
INV OUT:54.05 24"
PROP. STORM DRAIN INLET (TYPE "C") W/ 12'X12', 6" REINFORCED CONCRETE COLLAR #6
STA:10+78.42
RIM:59.00
FL:49.58
INV IN: 52.89 24"
INV OUT:49.58 24"
PROP. STORM DRAIN INLET (TYPE "C") W/ 12'X12', 6" REINFORCED CONCRETE COLLAR #5
STA:10+68.42
RIM:59.13
FL:49.57
INV IN: 49.57 24"
INV OUT:54.12 24"
PROP. STORM DRAIN INLET (TYPE "C") W/ 12'X12', 6" REINFORCED CONCRETE COLLAR #4
STA:11+06.52
RIM:57.98
FL:53.44
INV IN: 53.44 24"
INV OUT:53.44 24"
PROP. STORM DRAIN INLET (TYPE "C") W/ 12'X12', 6" REINFORCED CONCRETE COLLAR #3
STA:11+21.29
RIM:58.20
FL:53.97
INV IN: 53.97 24"
INV OUT:53.97 24"
PROP. STORM DRAIN INLET (TYPE "C") W/ 12'X12', 6" REINFORCED CONCRETE COLLAR #2
STA:20+36.32
RIM:58.21
FL:54.50
INV IN:54.50 24"
INV OUT:54.50 24"
PROP. STORM DRAIN INLET (TYPE "C") W/ 12'X12', 6" REINFORCED CONCRETE COLLAR #1
STA:23+71.31
RIM:58.58
FL:55.06
INV IN: 55.06 24"
INV OUT:55.06 24"
PROP. STORM DRAIN INLET (TYPE "C") W/ 12'X12', 6" REINFORCED CONCRETE COLLAR #1
STA:24+60.57
RIM:60.38
FL:56.27
INV OUT:56.27 24"
EXIST. 30' IRRIGATION LINE
EXIST. CONC. PIPE TO BE REMOVED
EXIST. 6" WATER LINE
EXIST. ROADSIDE DITCH
TO NEAREST OUTFALL
EXIST. 30.00' R.C.I.D.No.9 EASEMENT
50.00' DRAINAGE EASEMENT DEDICATED BY THIS PLAT
15.00' U.E. (TYP.) DEDICATED BY THIS PLAT
30.00' R.O.W. DEDICATED BY THIS PLAT
H.C.I.D.No.9 EXCLUSIVE EASEMENT DEDICATED BY THIS PLAT
MILITARY HWY W.S.C. EASEMENT
20.00' MILITARY HWY W.S.C. EASEMENT
PROP. 30.00' R.O.W. DEDICATED BY THIS PLAT
PROP. 15.00' U.E. (TYP.) DEDICATED BY THIS PLAT
PROP. 30.00' R.O.W. DEDICATED BY THIS PLAT
PROP. 15.00' U.E. (TYP.) DEDICATED BY THIS PLAT
PROP. 50.00' DRAINAGE EASEMENT DEDICATED BY THIS PLAT
EXIST. 21.5' PAVED ROAD E-E
EXIST. 20.00' TOTAL R.O.W.
EXIST. 40.00' R.O.W.
PROP. 30.00' R.O.W. DEDICATED BY THIS PLAT
PROP. 15.00' U.E. (TYP.) DEDICATED BY THIS PLAT
PROP. 50.00' DRAINAGE EASEMENT DEDICATED BY THIS PLAT
PROP. 15.00' U.E. (TYP.) DEDICATED BY THIS PLAT
PROP. 30.00' R.O.W. DEDICATED BY THIS PLAT
PROP. 30.00' R.O.W. DEDICATED BY THIS PLAT
PROP. 15.00' U.E. (TYP.) DEDICATED BY THIS PLAT
PROP. 50.00' DRAINAGE EASEMENT DEDICATED BY THIS PLAT
PROP. 15.00' U.E. (TYP.) DEDICATED BY THIS PLAT
PROP. 30.00' R.O.W. DEDICATED BY THIS PLAT
PROP. 15.00' U.E. (TYP.) DEDICATED BY THIS PLAT
PROP. 50.00' DRAINAGE EASEMENT DEDICATED BY THIS PLAT
EXIST. 30.00' R.C.I.D.No.9 EASEMENT
PROP. 30.00' R.O.W. DEDICATED BY THIS PLAT
PROP. 15.00' U.E. (TYP.) DEDICATED BY THIS PLAT
PROP. 50.00' DRAINAGE EASEMENT DEDICATED BY THIS PLAT
PROP. 15.00' U.E. (TYP.) DEDICATED BY THIS PLA

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-29-2015

PROPOSED **AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **Garza – Garza Engineering** DEVELOPER: **Mirian Gonzalez**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ____ ☐ *SINGLE FAMILY **1** ☒ *MULTI-FAMILY ____ ☐ COMMERCIAL ____ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North of Curve Road approximately 200 feet west of Cesar Chavez Road.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of **Edinburg** and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6/09/2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be detained within detention ponds bleeding out to Curve Road as part of the proposed apartment complex site plan.**

DISTANCE TO A DRAIN DITCH: **¼ mile north of development.**

ROAD R.O.W. DEDICATION: **No additional Right of Way is required.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **8/12/2015** By, **Joe Ochoa, Pct. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **N/A** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY: **City of Edinburg** LINE SIZE: **8"** LOCATION: **North side of Curry Road.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **North side of Curve Road.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **8/13/2015** : By **Martin Ramirez** Environmental Compliance Coordinator

☒ **SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)*____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

☐ **A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____For: ☐ *OSSF(S)*____ ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: _____, __

STAFF RECOMMENDS:

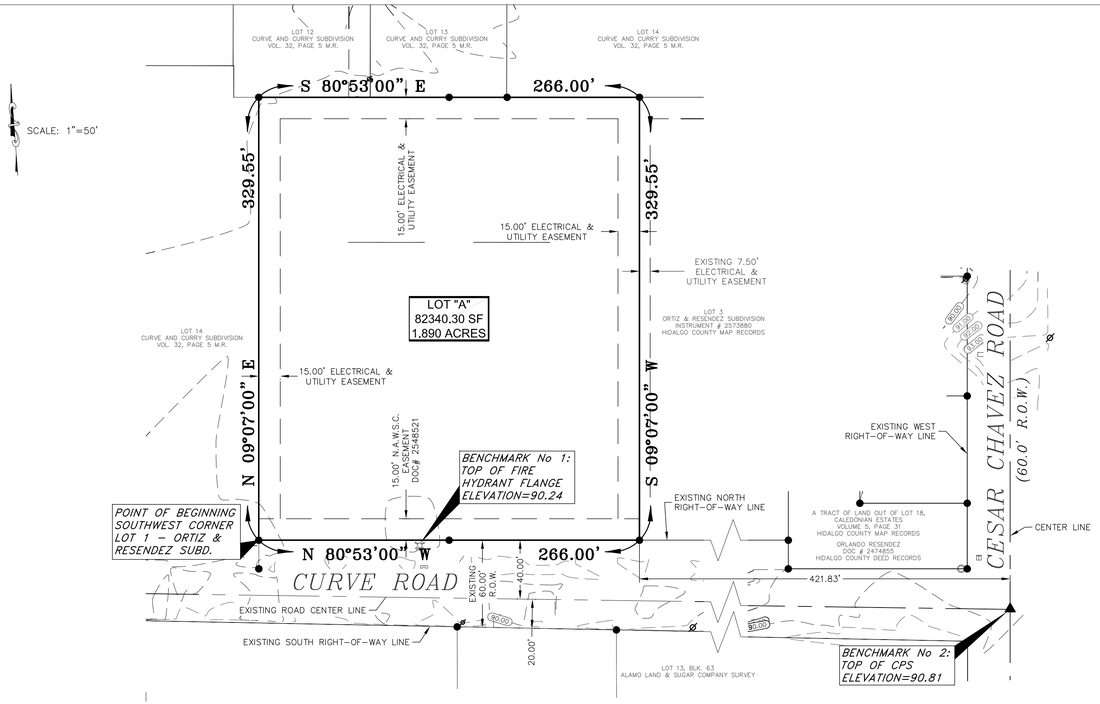
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg**.

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LEGEND

- ● – FOUND 1/2" IRON ROD
- ⌀ – POWER POLE
- Ⓜ – WATER METER SERVICE
- ▲ – FOUND CPS
- ⌘ – FIRE HYDRANT
- –x—x– – FENCE

NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (hereinafter called "Grantor" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (Hereinafter called "Grantee"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS____DAY OF_____, 2015.

_____
MIRIAM GONZALEZ
3921 E. MILE 17 RD.
EDINBURG, TX 78542

G E N E R A L P L A T N O T E S & R E S T R I C T I O N S

1. FLOOD ZONE DESIGNATION: ZONE "X" (SHADED) AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NUMBER 480334 0325 D EFFECTIVE DATE: JUNE 6., 2000 (REVISED TO REFLECT LOMR DATED MAY 17, 2001 CASE No. 01-06-1095P)

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NUMBER 480334 0325 D EFFECTIVE DATE: JUNE 6., 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 40.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
   REAR: 15.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
   SIDE: 6.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)

3. GENERAL NOTE FOR MULTI-FAMILY USE:
   LOT "A" SHALL BE FOR MULTI-FAMILY USES. THE ENGINEER HAS SUBMITTED PLANNING MATERIALS FOR THIS PURPOSE AND NO ALTERATIONS OR CHANGES TO THE APPROVED DESIGN OF THIS MULTI-FAMILY PROPOSAL SHALL BE MADE UNLESS A RE-SUBDIVISION PLAT IS APPROVED BY THE COUNTY FOR SUCH CHANGES. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS, APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:

   B.M. NO. 1: ELEVATION=90.24, N.A.V.D. 83; DESCRIPTION: TOP OF FIRE HYDRANT FLANGE LOCATED ALONG THE NORTH SIDE OF CURVE ROAD APPROXIMATELY 5.0 FEET SOUTH OF EXISTING ROAD RIGHT-OF-WAY.

   B.M. NO. 2: ELEVATION=90.81, N.A.V.D. 83; DESCRIPTION: COTTON-PICKER SPINDLE (C.P.S.) FOUND AT THE INTERSECTION OF CURVE ROAD WITH CESAR CHAVEZ ROAD.

6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 4.186 CUBIC-FEET OR 0.10 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE DETAINED ON PROPOSED DRAINAGE GREEN AREAS / SWALES.

7. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

8. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO ALL APARTMENT UNITS PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWER) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

14. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS REQUIRED BY TCEQ.

15. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCED CONCRETE PIPE NOT LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

17. THE DEVELOPER SHALL BE RESPONSIBLE TO PAY 100% OF THE PARKLAND FEE OF $325.00 PER APARTMENT UNIT PRIOR TO THE RECORDING OF THIS SUBDIVISION.

18. UTILITY PROVIDERS:
   POWER: AEP
   WATER: NORTH ALAMO WATER SUPPLY CORP. (NAWSC)
   SEWER: CITY OF EDINBURG

INDEX OF SHEETS	
SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W.; AREA MAP; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS' ACKNOWLEDGMENT; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. No. 1, HIDALGO COUNTY IRRIGATION DISTRICT No. 1, SURVEYOR'S, ENGINEER'S, H.C.H.D., CITY OF EDINBURG P&Z, AND CITY OF EDINBURG STAFF.
SHEET 2	UTILITY LAYOUT; WATER AND SANITARY SEWER SYSTEMS, ENGINEER'S WATER AND SANITARY SEWER REPORT & CERTIFICATION; SUBDIVIDER CERTIFICATE & STATEMENT; SOIL EVALUATION REPORT INFORMATION; WATER METER DETAIL;
SHEET 3	TOPOGRAPHY LAYOUT, GRADING AND DRAINAGE PLAN; DRAINAGE REPORT; DETENTION SWALE DETAIL; DIMENSIONED SITE PLAN;

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE) , MIRIAM GONZALEZ, AS OWNERS OF THE 1.89 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
MIRIAM GONZALEZ
3921 E MILE 17 RD.
EDINBURG, TX 78542

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MIRIAM GONZALEZ PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2015.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2015.

_____ ATTEST: _____
HIDALGO COUNTY JUDGE HIDALGO COUNTY CLERK

DRAINAGE DISTRICT CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____
BY DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 CERTIFICATE

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS

_____ DAY OF _____ 2015.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

_____ _____
PRESIDENT SECRETARY

STATE OF TEXAS – CITY OF EDINBURG
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____ _____ _____
CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
PLANNING AND ZONING COMMISSION CHAIRMAN DATE

FILED RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON:_____AT_____AM/PM

AS INSTRUMENT NUMBER:_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____DEPUTY CLERK.

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

_____ _____
JOSE MARIO GONZALEZ DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 5571

ENGINEER CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

_____ _____
INEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

METES AND BOUNDS DESCRIPTION

A 1.89 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND LOT 2 OUT OF ORTIZ & RESENDEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED UNDER INSTRUMENT No. 2573880, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 1.89 ACRE TRACT OF LAND BEING PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

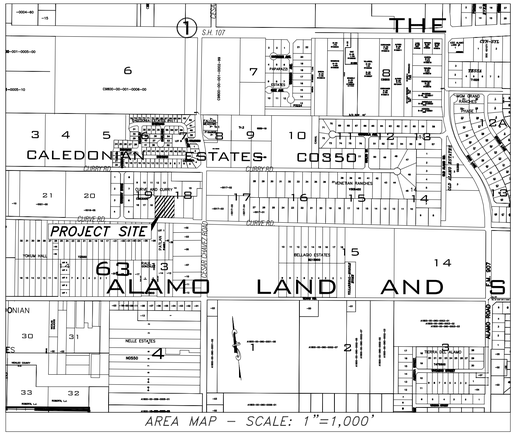
BEGINNING AT A 1/2" INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1, ORTIZ & RESENDEZ SUBDIVISION; THENCE, N 09°07'00" E, WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 329.55 FEET TO A 1/2" INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 1 AND THIS TRACT OF LAND;

THENCE, S 80°53'00" E, WITH THE NORTH LINE OF LOT 1 AND LOT 2, ORTIZ & RESENDEZ SUBDIVISION, A DISTANCE OF 266.00 FEET TO A 1/2" INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 2 AND THIS TRACT OF LAND;

THENCE, S 09°07'00" W, A DISTANCE OF 329.55 FEET TO A 1/2" INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 2 AND THIS TRACT OF LAND;

THENCE, N 80°53'00" W, A DISTANCE OF 266.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1.89 ACRES OF LAND, MORE OR LESS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN THE NORTHEASTERN SIDE OF HIDALGO COUNTY, ALONG THE NORTH SIDE OF CURVE ROAD APPROXIMATELY 125 FEET WEST OF CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE U.S. CENSUS BUREAU, THE POPULATION IS 72,424 – 2010 CENSUS. AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION LIES APPROXIMATELY 3,200 FEET (0.61 MILES) FROM EDINBURG'S CITY LIMITS AND IS WITHIN THE CITY'S 2-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.



AREA MAP – SCALE: 1"=1,000'

AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION

A 1.89 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND LOT 2 OUT OF ORTIZ & RESENDEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED UNDER INSTRUMENT No. 2573880, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

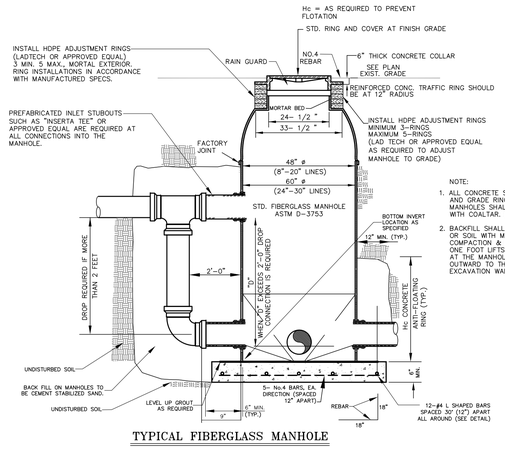
PRINCIPAL CONTACTS:

NAME		ADDRESS	PHONE(S)
OWNER: MIRIAM GONZALEZ		3921 E. MILE 17 RD. EDINBURG, TX 78542	(956) 874-9771
ENGINEER: INEZ B. GARZA JR.	P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 905-2360
SURVEYOR: JOSE MARIO GONZALEZ	R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
TBPLS FIRM # 10013900

GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
OFFICE: (956) 905-2360
CELL: (956) 451-4729

DATE OF PREPARATION: JULY 27, 2015



NOTE:
1. ALL CONCRETE SURFACES AND GRADE RINGS IN MANHOLES SHALL BE COATED WITH COALTAR. (INERTOL)
2. BACKFILL SHALL BE SAND OR SOIL WITH MODERATE COMPACTION & PLACED IN ONE FOOT LIFTS BEGINNING AT THE MANHOLE WORKING OUTWARD TO THE EXCAVATION WALLS.

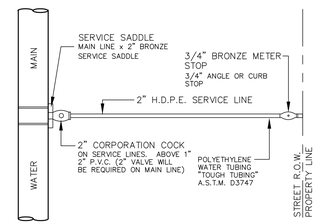
TYPICAL FIBERGLASS MANHOLE

ABBREVIATIONS

H.C.	– HANDICAPPED
R.O.W.	– RIGHT-OF-WAY
R	– RADIUS
S.F.	– SQUARE FEET
C.F.	– CUBIC FEET
FF	– FINISH FLOOR
FL	– FLOW LINE
H.C.	– HANDICAPPED
R.O.W.	– RIGHT-OF-WAY
UGC	– UNDERGROUND CABLE
TOC	– TOP OF CURB
TOW	– TOP OF WALK
TOA	– TOP OF ASPHALT
G	– GUTTER
RSD	– ROAD SIDE DITCH

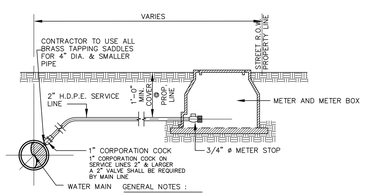
LEGEND

- ● – FOUND 1/2" IRON ROD
- ◉ – FOUND 1/2" IRON PIPE
- ○ – SET 1/2" IRON ROD
- ⌀ – SET NAIL
- ▲ – FOUND CPS
- G – GAS MARKER
- ⌀ – POWER POLE
- T – TELEPHONE PEDESTAL
- E – ELECTRICAL BOX
- ⋈ – WATER VALVE
- W – WATER METER SERVICE
- S – SEWER SERVICE
- ⅄ – FIRE HYDRANT
- Ⓢ – SANITARY SEWER MANHOLE
- Ⓓ – STORM DRAIN MANHOLE
- D – STORM DRAIN INLET
- ▤ – STORM DRAIN GRATED INLET
- –o–|–o– – OVERHEAD ELECTRIC
- –□–□– – FENCE (CEDAR)
- –x–x– – FENCE
- ~~~ – DRAINAGE FLOW PATTERN
- EXISTING 105.00 104.00 – NATURAL GROUND
- – EDGE OF PAVEMENT (TOP)
- – TOP OF ASPHALT
- 123.45 – PROPOSED TOP ELEVATION
- – TRAFFIC FLOW



TYPICAL SINGLE WATER SERVICE CONNECTION

NOT TO SCALE



GENERAL NOTES :

1. DRAWINGS INDICATE H.D.P.E. SERVICE LINES.
2. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
3. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 4" P.V.C. SCH40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 2.5 FEET ON EACH SIDE.

TYPICAL WATER SERVICE CONNECTION

NOT TO SCALE

INDEX OF SHEETS	
SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W.; AREA MAP; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS' ACKNOWLEDGMENT; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. No. 1, HIDALGO COUNTY IRRIGATION DISTRICT No. 1, SURVEYOR'S, ENGINEER'S, H.C.H.D., CITY OF EDINBURG P&Z, AND CITY OF EDINBURG STAFF.
SHEET 2	UTILITY LAYOUT: WATER AND SANITARY SEWER SYSTEMS, ENGINEER'S WATER AND SANITARY SEWER REPORT & CERTIFICATION; SUBDIVIDER CERTIFICATE & STATEMENT; SOIL EVALUATION REPORT INFORMATION; WATER METER DETAIL;
SHEET 3	TOPOGRAPHY LAYOUT, GRADING AND DRAINAGE PLAN; DRAINAGE REPORT; DETENTION SWALE DETAIL; DIMENSIONED SITE PLAN;

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I (WE), MIRIAM GONZALEZ SUBDIVIDER(S) OF AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND/OR CITY OF EDINBURG AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

MIRIAM GONZALEZ
3921 E. MILE 17 RD.
EDINBURG, TX 78542

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MIRIAM GONZALEZ PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE/THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2015.

NOTARY PUBLIC MY COMMISSION EXPIRES

FINAL ENGINEERING REPORT FOR AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("NAWSC"). THE SUBDIVIDER, AND NAWSC HAVE ENTERED INTO A CONTRACT IN WHICH NAWSC HAS PROMISED TO RESERVE A WATER METER FOR EACH OF THESE LOTS AND TO PROVIDE SUFFICIENT WATER TO THIS SUBDIVISION FOR AT LEAST 30 YEARS AND NAWSC HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" (INCH) WATER LINE ON THE NORTH SIDE OF CURVE ROAD. THERE IS AN EXISTING FIRE HYDRANT ALONG THE NORTH SIDE OF CURVE ROAD APPROXIMATELY 112.00 FEET EAST OF THE WEST PROPERTY LINE. THIS PROPERTY HAS (2) 3/4" (INCH) DIAMETER SERVICE LINES THAT WILL BE REMOVED. THIS LOT WILL BE SERVICED BY (2) 2" (INCH) DIAMETER SINGLE SERVICE LINES GOING INTO THE METER BOX, TOTALING (2) METERS. THE SUBDIVIDER HAS PAID A TOTAL OF $ 0000 OR $ 0000 PER LOT FOR THE CONSTRUCTION OF THE AFOREMENTIONED WATER DISTRIBUTION SYSTEM, WHICH IT HAS BEEN INSTALLED. IN ADDITION, THE SUBDIVIDER HAS PAID "N.A.W.S.C." A TOTAL OF $_0000, OR $ 0000 PER LOT, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT, WHICH COVERS THE COSTS OF WATER RIGHTS, WATER METERS, METER BOXES, WATER SUPPLY FEES, AND ALL OTHER FEES ASSOCIATED WITH WATER SUPPLY. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG, HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF EDINBURG HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF EDINBURG HAS AN EXISTING SANITARY SEWER MANHOLE AT THE NORTHWEST CORNER OF COWBOY DRIVE AND CURRY ROAD. FROM THE EXISTING MANHOLE THERE IS AN EXISTING 8" DIAMETER SEWER LINE RUNNING NORTH ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF COWBOY DRIVE.

THE WASTEWATER SYSTEM FOR AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION CONSISTS OF AN 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING SANITARY SEWER MANHOLE. THIS 8" LINE THEN RUNS EAST ALONG THE NORTH SIDE OF CURRY ROAD RIGHT-OF-WAY TO A 48" SANITARY SEWER MANHOLE APPROXIMATELY 15.98 FEET EAST OF THE SOUTHWEST CORNER OF LOT 11 OUT OF CALEDONIA ESTATES SUBDIVISION PHASE I. THE 8" LINE THEN RUNS SOUTH CROSSING CURRY ROAD AND CONTINUING WITHIN AN EXISTING 15.00 FT. UTILITY EASEMENT ALONG THE EAST SIDE OF LOT 12 OUT OF CURVE AND CURRY SUBDIVISION ENDING WITH A 48" SANITARY SEWER MANHOLE WITHIN THE PROPOSED SUBDIVISION. THEN A 6" SANITARY SEWER SERVICE LINE SYSTEM CONNECTS TO EACH DUPLEX BUILDING WITH 4" DIAMETER SEWER SERVICES.

ALL SANITARY SEWER SYSTEM, INCLUDING THE 8" LINE, 6" SERVICE LINE, 4" SERVICES AND THREE (3) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $ 00,000.00 OR $ 00,000.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID CITY OF EDINBURG THE SUM OF $ 00,000.00 WHICH COVERS THE $ 00,000.00 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL APARTMENT DUPLEXES IN THE SUBDIVISION TO CITY OF EDINBURG. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ACTUAL COSTS FOR THE INSTALLED WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED, INCLUDING WATER METERS AND WATER METER BOXES. THE TOTAL COST FOR THIS WATER SYSTEM INCLUDING ALL N.A.W.S.C. FEES WAS $ 0000, FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $ 0000 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED AND THE TOTAL COST WAS $ 0000, FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $ 0000 PER LOT (ALL INCLUSIVE).

INEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

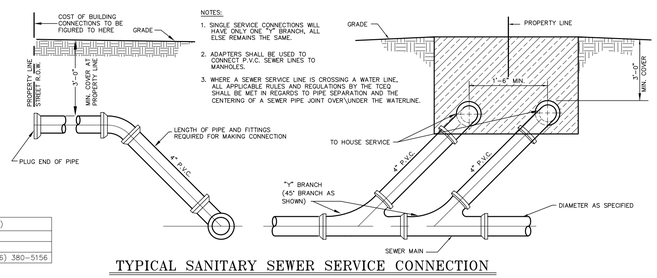
COST OF IMPROVEMENTS	
DETENTION SWALE CONSTRUCTION	$ 000.00
WATER SERVICE INSTALLATION W/FEES	$ 000.00
SANITARY SEWER SYSTEM W/FEES	$ 000.00
TOTAL	$ 000.00

FILED RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON:_____AT_____AM/PM

AS INSTRUMENT NUMBER:_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

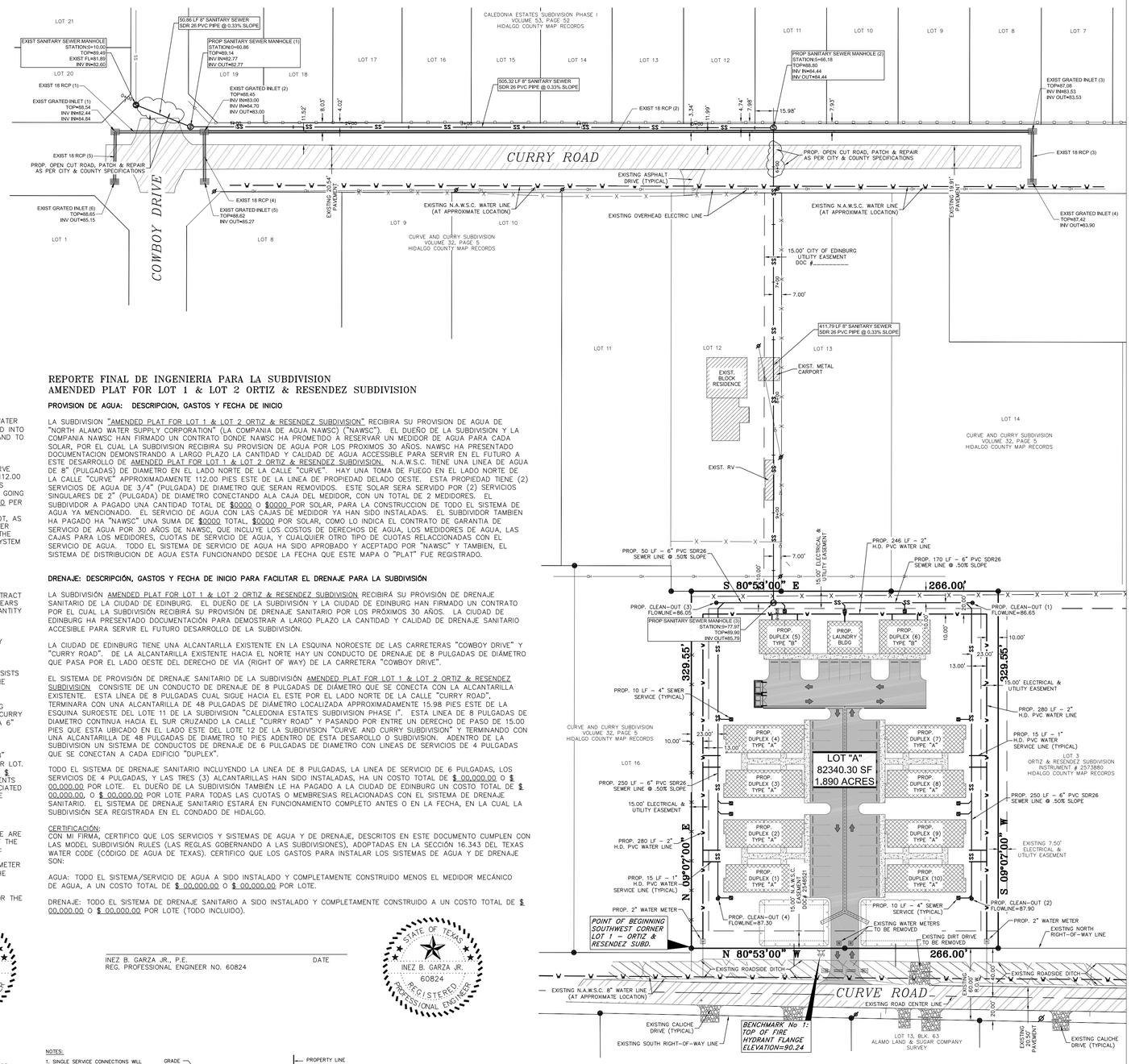
BY:_____DEPUTY CLERK.

PRINCIPAL CONTACTS:			
NAME		ADDRESS	PHONE(S)
OWNER:	MIRIAM GONZALEZ	3921 E. MILE 17 RD. EDINBURG, TX 78542	(956) 874-9771
ENGINEER:	INEZ B. GARZA JR. P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 905-2360
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156



TYPICAL SANITARY SEWER SERVICE CONNECTION

NOT TO SCALE



MAP OF WATER DISTRIBUTION & SANITARY SEWER SYSTEM

SCALE: 1"=50'

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION "AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION" RECIBIRA SU PROVISION DE AGUA DE "NORTH ALAMO WATER SUPPLY CORPORATION" (LA COMPANIA DE AGUA NAWSC) ("NAWSC"). EL DUEÑO DE LA SUBDIVISION Y LA COMPANIA NAWSC HAN FIRMADO UN CONTRATO DONDE NAWSC HA PROMETIDO A RESERVAR UN MEDIDOR DE AGUA PARA CADA SOLAR, POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. NAWSC HA PRESENTADO DOCUMENTACION DEMONSTRANDO A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESSIBLE PARA SERVIR EN EL FUTURO A ESTE DESARROLLO DE AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 8" (PULGADAS) DE DIAMETRO EN EL LADO NORTE DE LA CALLE "CURVE". HAY UNA TOMA DE FUEGO EN EL LADO NORTE DE LA CALLE "CURVE" APPROXIMADAMENTE 112.00 PIES ESTE DE LA LINEA DE PROPIEDAD DELADO OESTE. ESTA PROPIEDAD TIENE (2) SERVICIOS DE AGUA DE 3/4" (PULGADA) DE DIAMETRO QUE SERAN REMOVIDOS. ESTE SOLAR SERA SERVIDO POR (2) SERVICIOS SINGULARES DE 2" (PULGADA) DE DIAMETRO CONECTANDO ALA CAJA DEL MEDIDOR, CON UN TOTAL DE 2 MEDIDORES. EL SUBDIVIDOR A PAGADO UNA CANTIDAD TOTAL DE $0000 O $0000 POR SOLAR, PARA LA CONSTRUCCION DE TODO EL SISTEMA DE AGUA YA MENCIONADO. EL SERVICIO DE AGUA CON LAS CAJAS DE MEDIDOR YA HAN SIDO INSTALADAS. EL SUBDIVIDOR TAMBIEN HA PAGADO HA "NAWSC" UNA SUMA DE $0000 TOTAL, $0000 POR SOLAR, COMO LO INDICA EL CONTRATO DE GARANTIA DE SERVICIO DE AGUA POR 30 AÑOS DE NAWSC, QUE INCLUYE LOS COSTOS DE DERECHOS DE AGUA, LOS MEDIDORES DE AGUA, LAS CAJAS PARA LOS MEDIDORES, CUOTAS DE SERVICIO DE AGUA, Y CUALQUIER OTRO TIPO DE CUOTAS RELACCIONADAS CON EL SERVICIO DE AGUA. TODO EL SISTEMA DE SERVICIO DE AGUA HA SIDO APROBADO Y ACEPTADO POR "NAWSC" Y TAMBIEN, EL SISTEMA DE DISTRIBUCION DE AGUA ESTA FUNCIONANDO DESDE LA FECHA QUE ESTE MAPA O "PLAT" FUE REGISTRADO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

LA CIUDAD DE EDINBURG TIENE UNA ALCANTARILLA EXISTENTE EN LA ESQUINA NOROESTE DE LAS CARRETERAS "COWBOY DRIVE" Y "CURRY ROAD". DE LA ALCANTARILLA EXISTENTE HACIA EL NORTE HAY UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA "COWBOY DRIVE".

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION CONSISTE DE UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON LA ALCANTARILLA EXISTENTE. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL ESTE POR EL LADO NORTE DE LA CALLE "CURRY ROAD", TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA APPROXIMADAMENTE 15.98 PIES ESTE DE LA ESQUINA SUROESTE DEL LOTE 11 DE LA SUBDIVISION "CALEDONIA ESTATES SUBDIVISION PHASE I". ESTA LINEA DE 8 PULGADAS DE DIAMETRO CONTINUA HACIA EL SUR CRUZANDO LA CALLE "CURRY ROAD" Y PASANDO POR ENTRE UN DERECHO DE PASO DE 15.00 PIES QUE ESTA UBICADO EN EL LADO ESTE DEL LOTE 12 DE LA SUBDIVISION "CURVE AND CURRY SUBDIVISION" Y TERMINANDO CON UNA ALCANTARILLA DE 48 PULGADAS DE DIAMETRO 10 PIES ADENTRO DE ESTA DESAROLLO O SUBDIVISION. ADENTRO DE LA SUBDIVISION UN SISTEMA DE CONDUCTOS DE DRENAJE DE 6 PULGADAS DE DIAMETRO CON LINEAS DE SERVICIOS DE 4 PULGADAS QUE SE CONECTAN A CADA EDIFICIO "DUPLEX".

TODO EL SISTEMA DE DRENAJE SANITARIO INCLUYENDO LA LINEA DE 8 PULGADAS, LA LINEA DE SERVICIO DE 6 PULGADAS, LOS SERVICIOS DE 4 PULGADAS, Y LAS TRES (3) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 00,000.00 O $ 00,000.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE EDINBURG UN COSTO TOTAL DE $ 00,000.00, O $ 00,000.00 POR LOTE PARA TODAS LAS CUOTAS O MEMBRESIAS RELACIONADAS CON EL SISTEMA DE DRENAJE SANITARIO. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: TODO EL SISTEMA/SERVICIO DE AGUA A SIDO INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA, A UN COSTO TOTAL DE $ 00,000.00 O $ 00,000.00 POR LOTE.

DRENAJE: TODO EL SISTEMA DE DRENAJE SANITARIO A SIDO INSTALADO Y COMPLETAMENTE CONSTRUIDO A UN COSTO TOTAL DE $ 00,000.00 O $ 00,000.00 POR LOTE (TODO INCLUIDO).

INEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

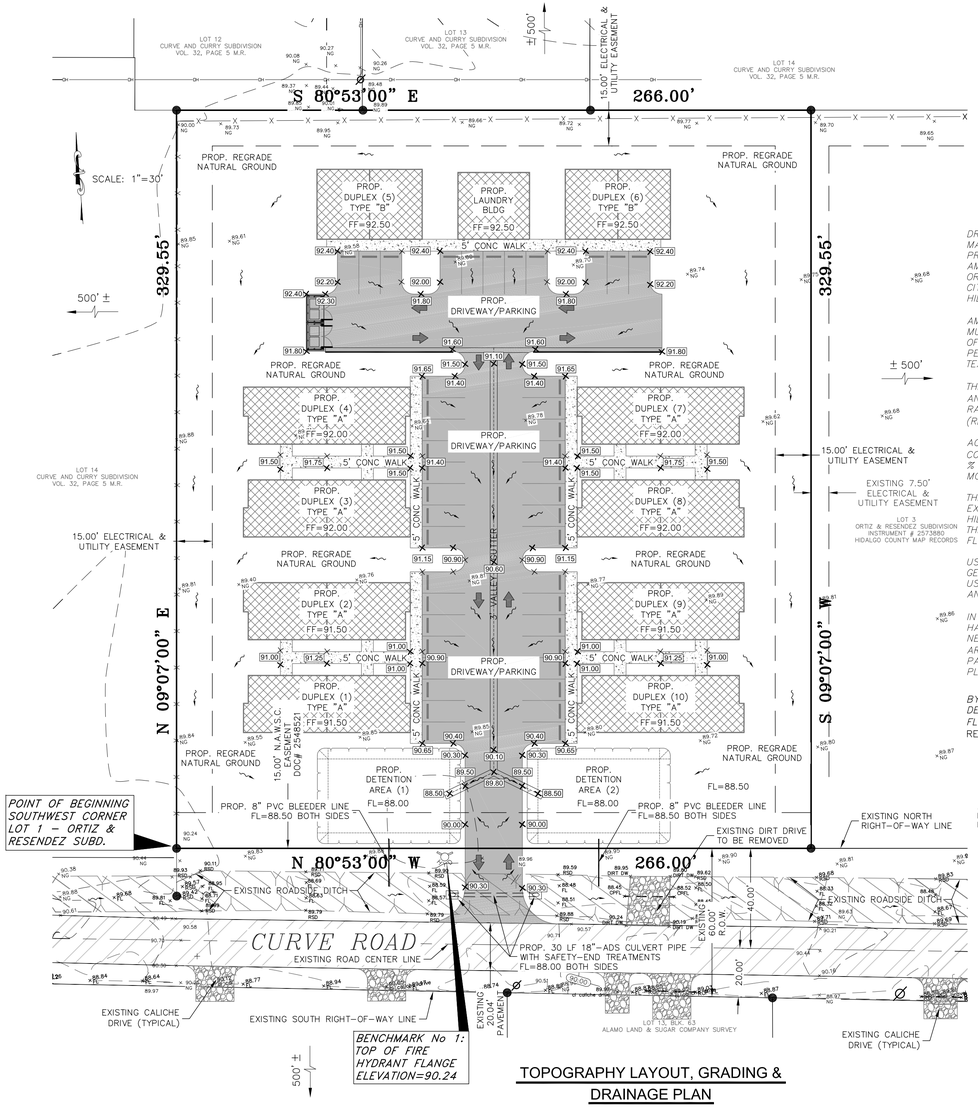
AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION

A 1.89 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND LOT 2 OUT OF ORTIZ & RESENDEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED UNDER INSTRUMENT No. 2573880, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
TBPLS FIRM # 10013900

DATE OF PREPARATION: JULY 27, 2015

GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
OFFICE: (956) 905-2360
CELL: (956) 451-4729



TOPOGRAPHY LAYOUT, GRADING & DRAINAGE PLAN

DRAINAGE STATEMENT
MAY 11, 2015
PREPARED BY: INEZ B. GARZA JR., P.E.
AMENDED PLAT FOR LOT 1 & LOT 2
ORTIZ & RESENDEZ SUBDIVISION
CITY OF EDINBURG E.T.J.
HIDALGO COUNTY, TEXAS

AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION IS A (1) ONE LOT MULTI-FAMILY RESIDENTIAL SUBDIVISION CONSISTING OF A 1.89 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND LOT 2 OUT OF ORTIZ & RESENDEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED UNDER INSTRUMENT No. 2573880, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

THE SUBDIVISION IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEES FROM 100-YEAR FLOOD, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0325 D, MAP REVISED JUNE 6, 2000. (REVISED TO REFLECT LOMR DATED MAY 17, 2001 CASE No. 01-06-1095P)

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF HIDALGO SANDY CLAY LOAM (28) WITH 0 TO 1 % SLOPES. THIS SOIL IS WELL-DRAINED, SURFACE RUNOFF MODERATE, PERMEABILITY IS MODERATE TO HIGH, AND THE WATER CAPACITY IS HIGH.

THERE IS AN EXISTING ROADSIDE DITCH ON FRONT OF THIS PROPERTY ALONG CURVE ROAD. EXISTING RUNOFF SHEET FLOWS OVERLAND IN A NORTHEASTERLY DIRECTION TO AN EXISTING HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DRAIN DITCH, APPROXIMATELY 1,500 FEET FROM THIS PROPERTY. STORM WATER IS THEN CONVEYED TO THE SOUTH MAIN DRAIN, MAIN FLOODWATER CHANNEL, AND TO A FINAL OUTFALL AT THE LAGUNA MADRE.

USING THE RATIONAL METHOD, WE HAVE DETERMINED THAT A 10-YEAR RAINFALL EVENT WILL GENERATE APPROXIMATELY 2.59 CFS OF STORM RUNOFF ON THIS PROPERTY. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SUBDIVISION WILL GENERATE AN ESTIMATED 7.98 CFS OF RUNOFF FOR THE 25-YEAR RAINFALL EVENT.

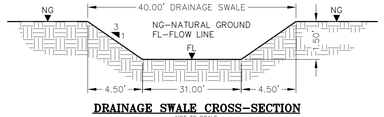
IN ACCORDANCE WITH HIDALGO COUNTY'S AND CITY OF EDINBURG'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY 4,186 CF OR 0.10 AC-FT OF STORM RUNOFF WILL NEED TO BE DETAINED ONSITE. THIS RUNOFF WILL BE DETAINED ON PROPOSED DRAINAGE GREEN AREAS / SWALES. OVERFLOW WILL BE RELEASED TO FOLLOW THE NATURAL DRAINAGE PATTERNS OF THE AREA. A DRAINAGE PLAN MUST BE APPROVED BY HIDALGO COUNTY PLANNING DEPARTMENT BEFORE ISSUANCE OF A BUILDING PERMIT.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 (REVISED TO REFLECT LOMR DATED MAY 17, 2001 CASE No. 01-06-1095P).

INEZ B. GARZA JR., P.E. — DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS — INEZ B. GARZA JR. — 60824 — REGISTERED PROFESSIONAL ENGINEER

LOT "A"	82,340.30 (SF)
	1.890 (AC)
STORM WATER DETENTION REQUIRED	4186 (CF)
STORM WATER DETENTION PROVIDED	5848 (CF)



DRAINAGE SWALE CROSS-SECTION
NOT TO SCALE

ABBREVIATIONS

H.C.	HANDICAPPED
R.O.W.	RIGHT-OF-WAY
R	RADIUS
S.F.	SQUARE FEET
C.F.	CUBIC FEET
FF	FINISH FLOOR
FL	FLOW LINE
H.C.	HANDICAPPED
R.O.W.	RIGHT-OF-WAY
UGC	UNDERGROUND CABLE
TOC	TOP OF CURB
TOW	TOP OF WALK
TOA	TOP OF ASPHALT
G	GUTTER
RSD	ROAD SIDE DITCH

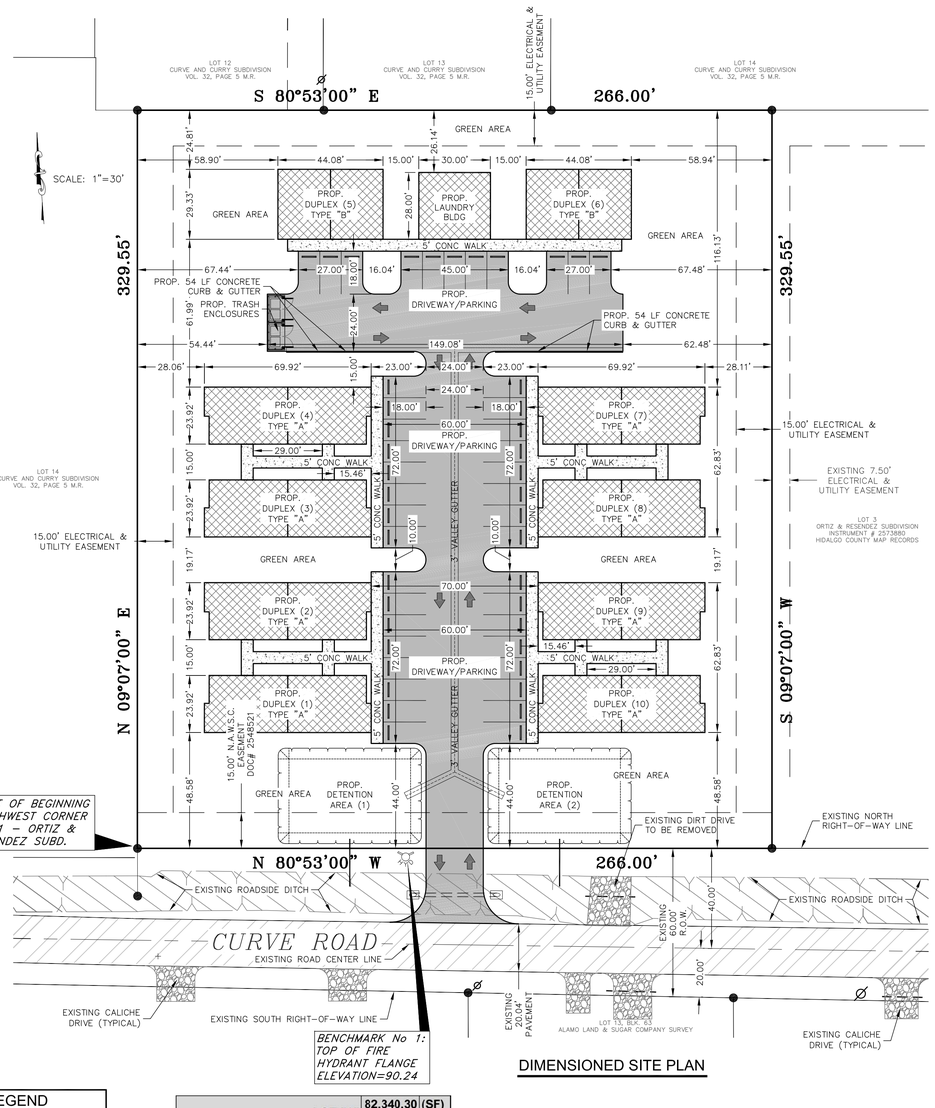
LEGEND

- FOUND 1/2" IRON ROD
- FOUND 1/2" IRON PIPE
- SET 1/2" IRON ROD
- SET NAIL
- FOUND CPS
- GAS MARKER
- POWER POLE
- TELEPHONE PEDESTAL
- ELECTRICAL BOX
- WATER VALVE
- WATER METER SERVICE
- SEWER SERVICE
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- STORM DRAIN INLET
- STORM DRAIN GRATED INLET
- OVERHEAD ELECTRIC
- FENCE (CEDAR)
- FENCE
- DRAINAGE FLOW PATTERN

EXISTING ELEVATIONS
- NATURAL GROUND
- EDGE OF PAVEMENT (TOP)
- TOP OF ASPHALT

92.34x — PROPOSED TOP ELEVATION

- TRAFFIC FLOW



DIMENSIONED SITE PLAN

LOT "A"	82,340.30 (SF)
	1.890 (AC)
TYPE "A" DUPLEX AREA	1624 (SF)
No. OF DUPLEXES	8 (EA)
TOTAL TYPE "A" DUPLEX AREA	12992 (SF)
TYPE "B" DUPLEX AREA	1294 (SF)
No. OF DUPLEXES	2 (EA)
TOTAL TYPE "A" DUPLEX AREA	2588 (SF)
LAUNDRY BUILDING AREA	840 (SF)
TOTAL BUILDING AREA	**16420 (SF)**
PARKING / DRIVES	**16480 (SF)**
CONCRETE WALK WAYS	**3628 (SF)**
TOTAL IMPROVEMENTS	**36528 (SF)**
GREEN AREA REQUIRED (10%)	8234.03 (SF)
GREEN AREA PROVIDED	45,312.30 (SF)
	56%
PARKING SPACES REQUIRED	38 (EA)
PARKING SPACES PROVIDED	43 (EA)

AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION

A 1.89 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND LOT 2 OUT OF ORTIZ & RESENDEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED UNDER INSTRUMENT No. 2573880, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

INDEX OF SHEETS	
SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W.; AREA MAP; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS' ACKNOWLEDGMENT; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. No. 1, HIDALGO COUNTY IRRIGATION DISTRICT No. 1, SURVEYOR'S, ENGINEER'S, H.C.H.D., CITY OF EDINBURG P&Z, AND CITY OF EDINBURG STAFF.
SHEET 2	UTILITY LAYOUT: WATER AND SANITARY SEWER SYSTEMS, ENGINEER'S WATER AND SANITARY SEWER REPORT & CERTIFICATION; SUBDIVIDER CERTIFICATE & STATEMENT; SOIL EVALUATION REPORT INFORMATION; WATER METER DETAIL;
SHEET 3	TOPOGRAPHY LAYOUT, GRADING AND DRAINAGE PLAN; DRAINAGE REPORT; DETENTION SWALE DETAIL; DIMENSIONED SITE PLAN;

FILED RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON:_____AT_____AM/PM

AS INSTRUMENT NUMBER:_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____DEPUTY CLERK.

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
TBPLS FIRM # 10013900

DATE OF PREPARATION: JULY 27, 2015
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FIRM REGISTRATION No. F-004983
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OFFICE: (956) 905-2360
CELL: (956) 451-4729

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-29-2015

PROPOSED D. FLORES SUBDIVISION, PRECINCT No. 1 .

ENGINEER: NAIN ENGINEERING, LLC DEVELOPER: DESIDERIO FLORES

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 3 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: Northwest corner of FM 491(Baseline Rd) and Mile 14 ½ North Rd.

SUBDIVISION LIES WITHIN THE: ☒*The Rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 09/04/14 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Drainage will be accomplished within the low areas of the lot and out falling into the re-graded road side ditch.

ROAD R.O.W. DEDICATION: 20 feet to Mile 14 ½ North Rd

H.C.R.O.W. FINAL APPROVAL DATE: 3/24/15 : By, Roy Gonzalez, Pct. 1 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: 09/08/14 by: Elizardo "Chardo" Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Isaac Mata

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 6" LOCATION: South side Mile 14 1/2 North Road

H.C.O.E.C. FINAL APPROVAL DATE: 6/22/2015 .: By Martin Ramirez, Director of Office of Environmental Compliance

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: 9/30/2014

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:* ***$3,000*** *For:* ☒*OSSF(S)* ***2***

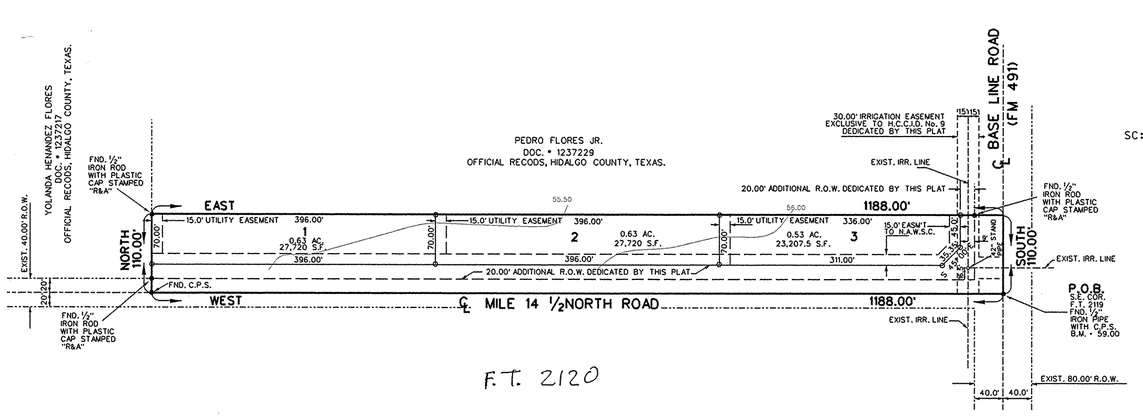
STAFF RECOMMENDS: ☐ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*

☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

D. FLORES SUBDIVISION

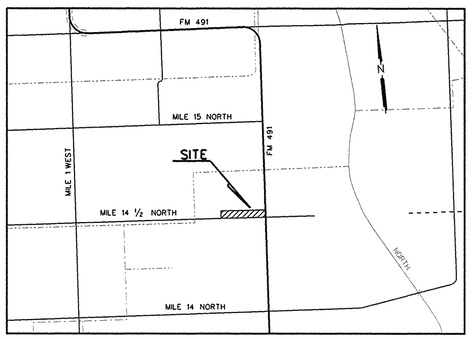
A 3.00 ACRE TRACT OF LAND OUT OF FARM TRACT 2119, NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS.



F.T. 2120

GENERAL NOTES:

1. MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
   FRONT: 50.00 FEET FM 491
   FRONT: 25.00 FEET MILE 14 ½NORTH ROAD
   SIDES: 15.0 FEET OR EASEMENT WHICHEVER IS GREATER
   REAR 10.0' OR EASEMENT WHICH EVER IS GREATER
   GARAGE/CARPORT SET BACK SHALL BE 18.0'
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND. WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
3. ⊗ -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
4. BENCHMARK ELEVATION 59.00, U.S.G.S., C.P.S. AT THE SOUTHEAST CORNER OF THIS SUBDIVISION
5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0450 C
   MAP REVISED: MAY 30, 2002
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 6,790 CUBIC -FEET 0.16 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THE LOTS
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
9. DRAINAGE SWALE EASEMENTS NOTE:
   NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
    THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
    THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE. AND MULTI-FAMILY USE.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
    F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
       1. ANCHORING OF SEPTIC TANK(s)
       2. BACK FLOW VALVES
       3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
12. DESIDERIO FLORES.. THE OWNER & SUBDIVIDER OF LOS RAMIREZ SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER. SEWER. ELECTRICITY. AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
17. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.



LOCATION MAP SCALE: 1"- 2000.00'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

D. FLORES SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, AT THE NORTHWEST CORNER OF FM 491 AND MILE 14 ½NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA VILLA (POPULATION OF 1,455 - 2010 CENSUS). D. FLORES SUBDIVISION IS LOCATED 9,400 FEET FROM THE CITY LIMITS OF LA VILLA.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

METES AND BOUNDS

A 3.00 ACRE TRACT OF LAND OUT OF FARM TRACT 2119, NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON PIPE WITH A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF FARM TRACT 2119 AND THE SOUTHEAST CORNAER OF THIS TRACT:

THENCE: WEST, ALONG THE SOUTH LINE OF FARM TRACT 2119 AND THE CENTERLINE OF MILE 14 ½ NORTH ROAD, A DISTANCE OF 1188.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT:

THENCE: NORTH, PASSING AT 20.00 FEET TO A ½" IRON ROD FOUND WITHA PLASTIC CAP STAMPED "R&A" FOR THE NORTH R.O.W. LINE OF MILE 14 ½ NORTH ROAD, A TOTAL DISTANCE OF 110.00 TO A ½" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "R&A" FOR THE NORTHWEST CORNER CORNER OF THIS TRACT:

THENCE: EAST, PASSING AT 1148.00 FEET TO A ½" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "R&A" FOR THE WEST R.O.W. LINE OF BASELINE RD. (FM 491), A TOTAL DISTANCE OF 1188.00 FEET TO A POINT ON THE EAST LINE OF FARM TRACT 2119 FOR THE NORTHEAST CORNER OF THIS TRACT:

THENCE: SOUTH, ALONG THE EAST LINE OF FARM TRACT 2119 AND THE CENTERLINE OF BASE LINE ROAD (FM 491), A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT. WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS 19th DAY OF MAY, 2015.

Desiderio Flores
OWNER: DESIDERIO FLORES
ADDRESS: 16515 N. FM 491
MERCEDES, TEXAS. 78570

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE D. FLORES SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____, 2015.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____ DEPUTY

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	DESIDERIO FLORES	16515 N. FM 491	MERCEDES, TEXAS. 78570	956-246-8019
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: OCTOBER, 2011

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, DESIDERIO FLORES OWNER OF THE 3.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "D. FLORES SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

Desiderio Flores
OWNER: DESIDERIO FLORES
ADDRESS: 16515 N. FM 491
MERCEDES, TEXAS. 78570

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DESIDERIO FLORES PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF MAY, 2015

LEGNOR ARRATIA
Notary Public, State of Texas
My commission Expires
December 19, 2018

NOTARY PUBLIC FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS 29th DAY OF July, 2015

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID • 9 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID • 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
NOTE: HCCID • 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OF DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANET STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

GENERAL MANAGER

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: 6/12/15
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Reynaldo Robles 6/10/15
REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR • 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS
REGISTERED
REYNALDO ROBLES
4032
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guille Cuate, P.E. 5/21/15
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

SHEET 1 OF 3

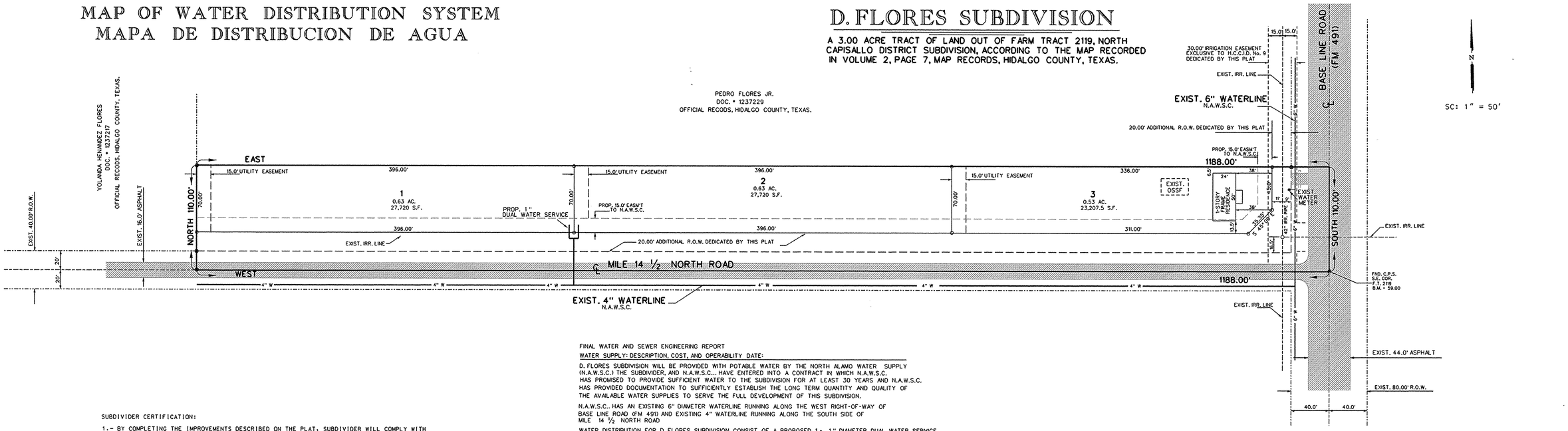
INDEX TO SHEET OF D. FLORES SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION: CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.D.D. CERTIFICATION: H.C. IRRIGATION DISTRICT NO. 9 CERTIFICATE OF APPROVAL: REVISION NOTES:
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY. ENGINEERING REPORT (ENGLISH AND SPANISH VERSION): INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

D. FLORES SUBDIVISION

A 3.00 ACRE TRACT OF LAND OUT OF FARM TRACT 2119, NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS.



SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT. SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I DESIDERIO FLORES SUBDIVIDER OF D. FLORES SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE. QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: DESIDERIO FLORES
ADDRESS:16515 N. FM 491
MERCEDES, TEXAS. 78570

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DESIDERIO FLORES PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF May, 2015

LEONOR ARRATIA
Notary Public, State of Texas
My comision Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

D. FLORES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.) THE SUBDIVIDER, AND N.A.W.S.C... HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C.. HAS AN EXISTING 6" DIAMETER WATERLINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF BASE LINE ROAD (FM 491) AND EXISTING 4" WATERLINE RUNNING ALONG THE SOUTH SIDE OF MILE 14 ½ NORTH ROAD

WATER DISTRIBUTION FOR D. FLORES SUBDIVISION CONSIST OF A PROPOSED 1 - 1" DIAMETER DUAL WATER SERVICE FOR LOTS 1 AND 2 , SAID SERVICE TERMINATE AT THE WATER METER BOX, LOT 3 HAS AN EXISTING METER AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $1,100.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $1,300.00, WHICH COVERS THE COST FOR LOTS 1 AND 2 , AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C.. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C.. ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOT 3 HAS AN EXISTING WATER METER

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM D. FLORES SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258. HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS III SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL, WITH THE FILING OF THIS PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK)REPRESENTING A "CASH DEPOSIT TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $3,000.00 WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL(INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOTS IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMITTO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

LOT 3 HAS AN EXISTING OSSF

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $2,400.00

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,350.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $3,000.00 FOR THE ENTIRE SUBDIVISION.

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE D. FLORES SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C.. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS, N.A.W.S.C.. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE D. FLORES SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 6 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA BASE LINE ROAD (FM 491) Y TAMBIEN UNA LINEA DE 4 PULGADAS EXISTENTE QUE PASA POR EL LADO SUR DE LA CARRETERA MILE 14 ½ NORTH ROAD

DEL CONDUCTO DE AGUA DE 4 PULGADAS SE INSTALARA UN CONDUCTO DOBLE DE 1 PULGADA DE DIAMETRO PARA EL LOTE 1 Y 2 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $1,100.00 PARA EL LOTE 3 YA EXISTEN UN MEDIDOR DE AGUA. EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C.. $1300.00 POR LOTE QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C.. LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

LOT 3 YA TIENE UN MEDIDOR DE AGUA EXISTENTE

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE . ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. *12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $ 1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSAS SEPTICAS HA SIDO INSTALADA EN EL PROCESO DE LA APROVACION FINAL.

EN CUALQUIER MOMENTO DESPUES QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALLACION DE UN SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUENO DE LA SUBDIVISION Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACION PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SEPTICO. LAS FOSAS SEPTICAS DEBEN DE ESTAR INSTALLADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

EL LOTE 3 YA TIENE UN SYSTEMA SEPTICO EXISTENTE

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

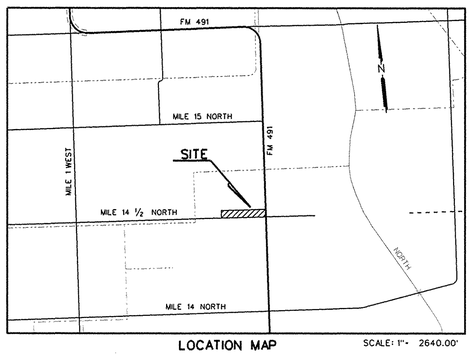
AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $2,400.00
DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 1,500.00, AUN COSTO TOTAL DE $3,000.00 PARA TODA LA SUBDIVISION.

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER * 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 2,400.00
SEPTIC TANK SYSTEM	$ 3,000.00
DRAINAGE	$ 000



LOCATION MAP SCALE: 1"- 2640.00'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

D. FLORES SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, AT THE NORTHWEST CORNER OF FM 491 AND MILE 14 ½ NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA VILLA (POPULATION OF 1,455 - 2010 CENSUS). D. FLORES SUBDIVISION IS LOCATED 9,400 FEET FROM THE CITY LIMITS OF LA VILLA.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	DESIDERIO FLORES	16515 N. FM 491	MERCEDES, TEXAS. 78570	956-246-8019
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537,	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: OCTOBER, 2011

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 2 OF 3

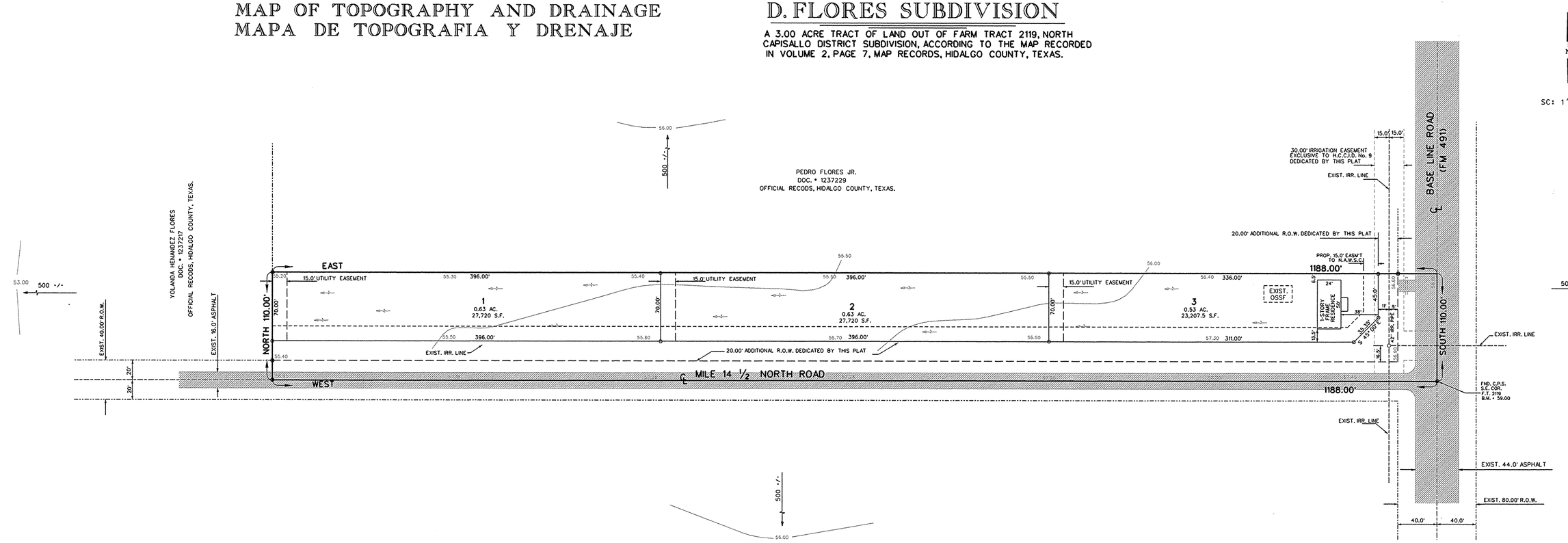
INDEX TO SHEET OF D. FLORES SUBDIVISION

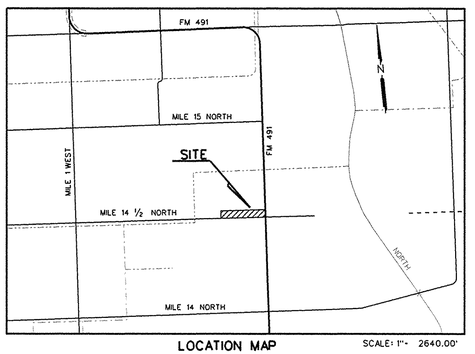
SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; H.C. IRRIGATION DISTRICT NO. 9 CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY. ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

D. FLORES SUBDIVISION

A 3.00 ACRE TRACT OF LAND OUT OF FARM TRACT 2119, NORTH CAPISALLO DISTRICT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 7, MAP RECORDS, HIDALGO COUNTY, TEXAS.





LOCATION MAP SCALE: 1"= 2640.00'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

D. FLORES SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, AT THE NORTHWEST CORNER OF FM 491 AND MILE 14 1/2NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA VILLA (POPULATION OF 1,455 - 2010 CENSUS). D. FLORES SUBDIVISION IS LOCATED 9,400 FEET FROM THE CITY LIMITS OF LA VILLA.

DRAINAGE REPORT:

OCTOBER, 2011
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA. P.E.

D. FLORES SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF BASE LINE ROAD (FM 491) AND MILE 14 ½ NORTH ROAD

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C,
MAP REVISED: MAY 30, 2002

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY RAYMONDVILLE SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED, LOT 3 HAS AN EXISTING HOUSE. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (1.58 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE WEST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF THREE RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 2.6 CFS, I HAVE CALCULATED THAT 6,790 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C,
MAP REVISED: MAY 30, 2002
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

Guillermo A. Arratia, P.E. 5/21/15

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	DESIDERIO FLORES	16515 N. FM 491	MERCEDES, TEXAS. 78570	956-246-8019
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: OCTOBER, 2011

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
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E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 3 OF 3

INDEX TO SHEET OF D. FLORES SUBDIVISION

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HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-29-2015

PROPOSED **RANCHO B2Z** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER FIRM: **Quintanilla, Headley & Assoc.** DEVELOPER: **Reza Badiozzamani**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ____ ☐COMMERCIAL ____ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **¼ mile North of Mile 6 North Road, East side of Bentsen Road**

SUBDIVISION LIES WITHIN THE: ☒ ETJ of McAllen and was approved by the P & Z and City Commission of said City.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01/15/15** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Lot will be graded to have a positive flow in direction to Bentsen Road. roadside ditch.**

DISTANCE TO DRAIN DITCH: **¼ mile West of the development**

ROAD R.O.W. DEDICATION: **30 feet to Bentsen Road**

H.C.R.O.W. FINAL APPROVAL DATE: **9/04/15** By, **Joe Ochoa, Pct. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **01/29/15** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **6"** LOCATION: **West side of Bentsen Road.**

H.C.O.E.C. FINAL APPROVAL DATE: **04/15/15** : By **Martin Ramirez, Envirnmental Compliance Coordinator**

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **3/03/2015**

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:* ***$1,500*** *For:* ☒*OSSF(S)* ***1***

STAFF RECOMMENDS:

☐ **Staff Recommending No Action**

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval of the City of* ***McAllen****.*

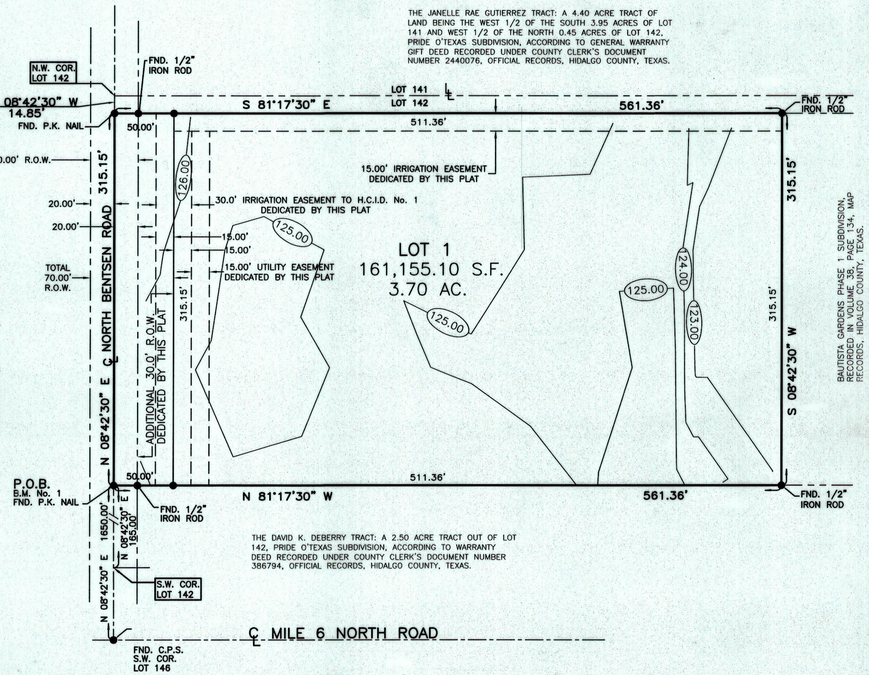
☒ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF:
RANCHO B2Z SUBDIVISION

A 4.06 ACRE TRACT OF LAND OUT OF THE SOUTH 9.55 ACRES OF THE NORTH 10.00 ACRES OF LOT 142, PRIDE O'TEXAS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGES 58 AND 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2566939, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



SCALE 1" = 60'

METES AND BOUNDS

A 4.06 ACRE TRACT OF LAND OUT OF THE SOUTH 9.55 ACRES OF THE NORTH 10.00 ACRES OF LOT 142, PRIDE O'TEXAS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGES 58 AND 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2566939, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A P.K. NAIL FOUND ON THE WEST LINE OF LOT 142 AND IN THE CENTERLINE OF BENTSEN ROAD FOR THE NORTHWEST CORNER OF THE DAVID K. DEBERRY TRACT (A 2.50 ACRE TRACT OUT OF LOT 142, PRIDE O'TEXAS SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN DOCUMENT NUMBER 386794, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°42'30" E, ALONG THE WEST LINE OF LOT 142 AND THE CENTERLINE OF BENTSEN ROAD, A DISTANCE OF 315.15 FEET TO A P.K. NAIL FOUND FOR THE SOUTHWEST CORNER OF THE JANELLE RAE GUTIERREZ TRACT (THE WEST HALF OF THE SOUTH 3.95 ACRES OF LOT 141, AND THE WEST HALF OF THE NORTH 0.45 ACRES OF LOT 142, PRIDE O'TEXAS SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2440076, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°17'30" E, ALONG THE SOUTH LINE OF THE JANELLE RAE GUTIERREZ TRACT, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF BENTSEN ROAD, A TOTAL DISTANCE OF 561.36 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF BAUTISTA GARDENS PHASE I SUBDIVISION (RECORDED IN VOLUME 38, PAGE 134, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°42'30" W, ALONG THE WEST LINE OF BAUTISTA GARDENS PHASE I SUBDIVISION, A DISTANCE OF 315.15 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF THE DAV K. DEBERRY TRACT FOR THE SOUTHWEST CORNER OF BAUTISTA GARDENS PHASE I SUBDIVISION AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°17'30" W, ALONG THE NORTH LINE OF THE DAVID K. DEBERRY TRACT, PASSING A 1/2" IRON ROD FOUND AT 541.36 FEET FOR THE EAST RIGHT OF WAY LINE OF BENTSEN ROAD, A TOTAL DISTANCE OF 561.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.06 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH BAUTISTA GARDENS PHASE I SUBDIVISION, RECORDED IN VOLUME 38, PAGE 134, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LIENHOLDER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED HOLDER (OR DULY AUTHORIZED OFFICERS OF THE HOLDER) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND DESIGNATED HERE IN AS RANCHO B2Z SUBDIVISION OF THE CITY OF MCALLEN TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATTING OF THE PROPERTY AS PROVIDED FOR HEREIN.

SECURITY INTEREST HOLDER
JOSE M. VARGAS

SIGNATURE

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25 DAY OF JUNE, 2015.

NOTARY PUBLIC

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

12-9-2014
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE RANCHO B2Z SUBDIVISION TO THE CITY OF MCALLEN, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MCALLEN, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MCALLEN.

ARON REZA BADIOZZAMANI
P.O. BOX 2724
MCALLEN, TX. 78502

4-28-15
DATE

JILL RENEE BADIOZZAMANI
P.O. BOX 2724
MCALLEN, TX. 78502

4/28/15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

ARON REZA BADIOZZAMANI
AND
JILL RENEE BADIOZZAMANI

proved to me through her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 28th day of April, 2015.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

I, THE UNDERSIGNED, MAYOR OF THE CITY OF McALLEN , HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR — DATE

ATTEST:
CITY SECRETARY — DATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN
COMMUNITY–PANEL No. 480334 0295 D
EFFECTIVE DATE: JUNE 6, 2000.

2.– MINIMUM BUILDING SETBACK LINES:
FRONT: 45.00 FEET OR IN LINE WITH EXISTING STRUCTURES, WHICHEVER IS GREATER
SOUTH SIDE: 15.00 FEET FOR THE EASEMENT
NORTH SIDE: 30.00 FEET FOR THE EASEMENT
GARAGE: 18.00 FEET EXCEPT WHERE GREATER SETBACK IS REQUIRED; GREATER SETBACK APPLIES

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ANY OF THE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK No. 1=127.38 ON COTTON PICKER SPINDLE LOACATED ON THE EAST RIGHT OF WAY LINE OF BENSTEN ROAD AT SOUTHWEST CORNER OF THE PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM

CITY OF MCALLEN BENCHMARK–MC 43 =136.32 30" ALUM. PIPE FOUND AT NORTHEAST CORNER OF TAYLOR ROAD AND MILES 6 NORTH ROAD. THE B.M. IS 193.0 FEET NORTH OF THE CENTERLINE OF MILE 6 NORTH ROAD. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 18,475.00 CUBIC –FEET 0.42 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:

7.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

12.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13.– MINIMUM 4.0' WIDE SIDEWALK IS REQUIRED ON NORTH BENTSEN ROAD.

14.– A 6.00' OPAQUE BUFFER IS REQUIRED FROM ADJACENT/BETWEEN MULTIFAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONES/USES.

15.– AN 8.00' MASONRY WALL IS REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI–FAMILY RESIDENTIAL ZONES/USES.

16.– ARON REZA BADIOZZAMANI & JILL RENEE BADIOZZAMANI , THE OWNER & SUBDIVIDER OF RANCHO B2Z SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

17.– THE PURCHASER OF THIS LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF OR LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH, AS PER HIDALGO COUNTY PLANNING DEPARTMENT.

18.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4, AS PER HIDALGO COUNTY PLANNING DEPARTMENT.

19.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

20.– THE DEVELOPER IS REQUIRED TO REPLACE THE EXISTING 24" IRRIGATION LINE ACROSS ANY PROPOSED DRIVEWAY WITH A REINFORCED RUBBER GASKET CONCRETE PIPE OR 100 PSI P.V.C. PIPE

21.– THE PROPERTY COVERED BY THIS SUBDIVISION PLAT IS SUBJECT TO A LEIN CONTRACT AGAINST REAL PROPERTY FOR BENTSEN ROAD PAVING AND DRAINAGE IMPROVEMENTS. CONTRACT IS BETWEEN ARON REZA BADIOZZAMANI & JILL RENEE BADIOZZAMANI AND THE CITY OF MCALLEN EXECUTED ON AUGUST 5, 2015 AND RECORDED IN THE FOLLOWING INSTRUMENT 2635107 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHO B2Z SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20__.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

APPROVED BY DRAINAGE DISTRICT

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER — DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT–OF WAYS AND/OR EASEMENTS.

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE 9th DAY OF May, 2015.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHT–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1.

SECRETARY — PRESIDENT

5-7-15 — 5-9-15
DATE — DATE

PLANNING & ZONING
COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF McALLEN ,TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the RANCHO B2Z SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

COUNTY OF HIDALGO
STATE OF TEXAS

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED
PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

4-28-15
DATE

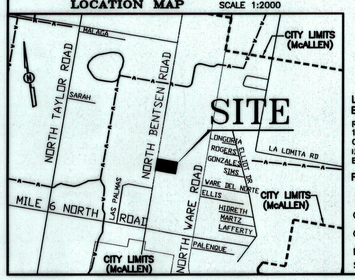
THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

LOCATION MAP SCALE 1:2000



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RANCHO B2Z SUBDIVISION, IS LOCATED IN THE MIDDLE OF HIDALGO COUNTY, ON THE EAST SIDE OF BENTSEN ROAD, APPROXIMATELY 1,650.00 FEET NORTH FROM THE INTERSECTION OF MILE 6 NORTH ROAD AND BENTSEN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF McALLEN (POPULATION 129,877), RANCHO B2Z SUBDIVISION, LIES APPROXIMATELY .04 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S FIVE–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ARON REZA BADIOZZAMANI	P.O. BOX 2724	MCALLEN, TX 78502	(956)624–1770	
OWNER:	JILL RENEE BADIOZZAMANI	P.O. BOX 2724	MCALLEN, TX 78502	(956)624–1770	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATE, PLANNING & ZONING CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, H.C.I.D. No. 1 CERTIFICATION, REVISION NOTES.

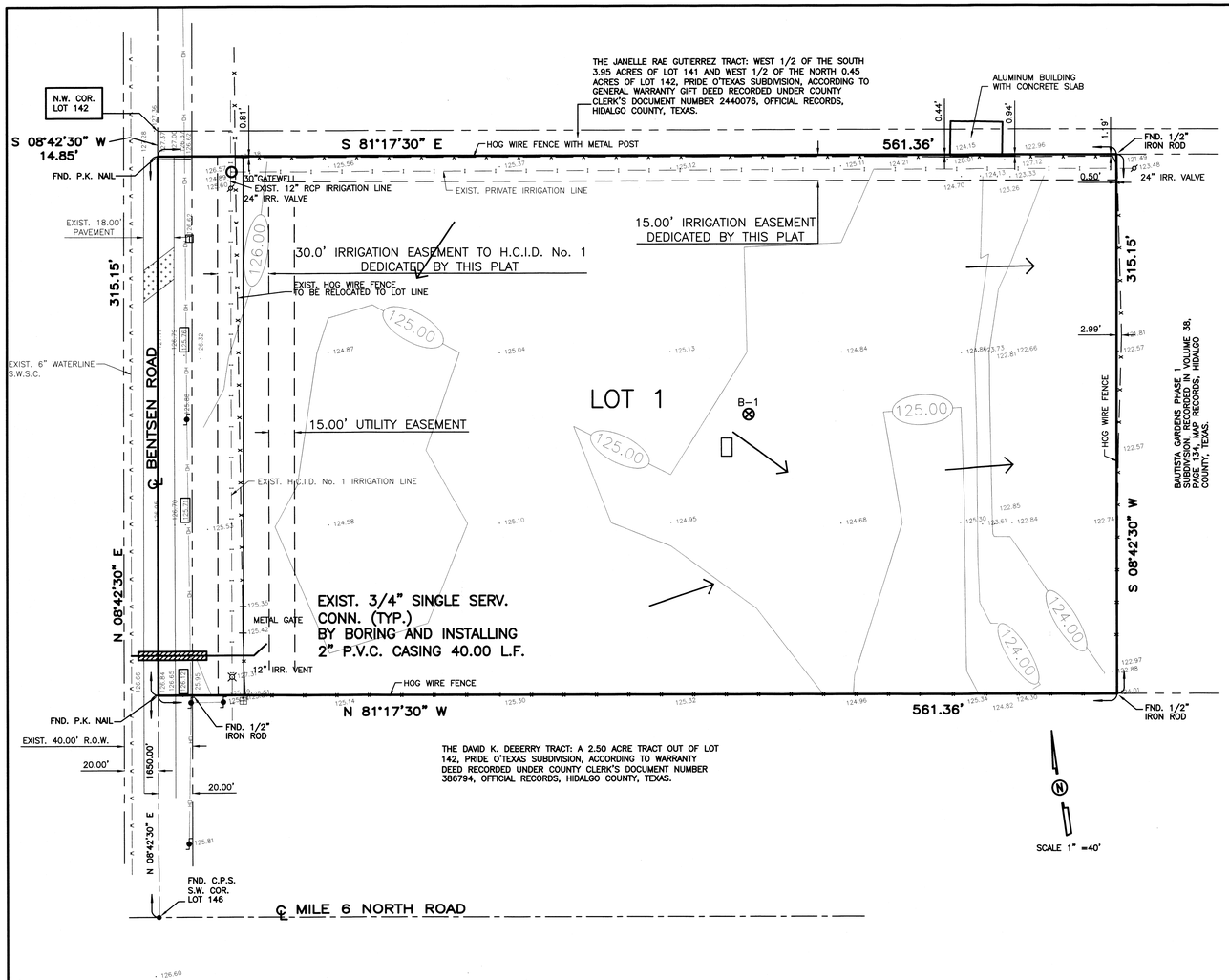
SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
office@qhaengineering.com
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

DATE OF PREPERATION: DECEMBER 9, 2014

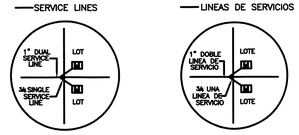
SHEET NO. 1 OF 2 SHEETS

FILENAME : F:\DATA\SUBDIVS\McALLEN\RANCHO B2Z SUBDIVISION\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
DEC. 9, 2014	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



WM WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

WM CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
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EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
OFFICE@QHAENGINEERING.COM

COST ESTIMATE
WATER DISTRIBUTION: $ 4,905.80
SEPTIC TANKS (OSSF): $ 1,500.00

B-1 ⊗ TEST BORINGS
SEPTIC TANK (OSSF)

FLOW DIRECTION OF WATER

FINAL ENGINEERING REPORT FOR RANCHO B2Z SUBDIVISION
BY: ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs

RANCHO B2Z SUBDIVISION WILL PROVIDED WITH POTABLE WATER BY SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.). S.W.S.C. HAS AN EXISTING 6" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF BENTSEN ROAD.

THE WATER SYSTEM FOR RANCHO B2Z SUBDIVISION CONSISTS OF ONE (1) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOX FOR THE LOT.

THE 3/4" DIAMETER SINGLE SERVICE AND THE METER BOX HAVE BEEN INSTALLED AT A TOTAL COST OF $ 4,905.80 FOR THE LOT. THIS INCLUDES THE COST THE SUBDIVIDER HAS PAID TO S.W.S.C., WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO S.W.S.C. UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM RANCHO B2Z SUBDIVISION IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE EXIST SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE UNITED STATES DEPARTMENT OF AGRICULTURE, SOIL SURVEY BOOK OF HIDALGO COUNTY, TEXAS INDICATED A SANDY CLAY LOAM. ONE (1) TEST BORINGS WAS MADE AT THE CENTER OF LOT 12B (ADDITIONAL TEST BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $1,500.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS BOXES, COST A TOTAL OF $ 4,905.80 FOR THE LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $1,500,000 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

9-3-15
DATE

REPORTE FINAL DE INGENIERIA PARA RANCHO B2Z SUBDIVISION

POR: ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION RANCHO B2Z SUBDIVISION ES PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA SHARYLAND WATER SUPPLY CORPORATION. (S.W.S.C.). S.W.S.C. CUENTA CON UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL SUR DE MILE 22 ½ ROAD Y UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE CALLE CIBOLO DRIVE.

EL SISTEMA DE AGUA PARA LA SUBDIVISION RANCHO B2Z SUBDIVISION CONSISTE DE UNA (1) CONDUCTOS INDIMDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA EL LOTE.

LAS LINEAS DE SERVICIO DE 3/4 PULGADA DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADOS A UN COSTO TOTAL DE US$ 4,905.80 POR EL LOTE. ESTO INCLUYE EL COSTO EL DUEÑO DE LA SUBDIVISION A PAGADO ADICIONALMENTE A S.W.S.C. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA S.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE LA SUBDIVISION RANCHO B2Z SUBDIVISION TIENE FOSAS SEPTICAS INDMIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL INGENIERO HA INSPECCIONADO, EVALUADO, Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS. EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION QUE SE PROPONE DEBE SER, AL MENOS DE ½ ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACIONES DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON UNO (1) PRUEBAS CON AGUJEROS EN AREAS DISTINTAS DE LA SUBDIVISION EL LOTE. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES UNIFORME EN EL AREA DELINTADA.) EL SUELO ES UNIFORME, DE BARRO ARENOSO, EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION. NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 1,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SEPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SEPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).

CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA POTABLE SERAN INSTALLADO COMPLETAMENTE INCLUYENDO LA INSTALACION DE LOS CAJAS DE MEDIDORES DE AGUA, A UN COSTO TOTAL DE US$ 4,905.80 POR EL LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 A UN COSTO TOTAL DE US$ 1,500.00 TODA LA SUBDIVISIÓN.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

9-3-15
FECHA

RANCHO B2Z SUBDIVISION

A 4.06 ACRE TRACT OF LAND OUT OF THE SOUTH 9.55 ACRES OF THE NORTH 10.00 ACRES OF LOT 142, PRIDE O'TEXAS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGES 58 AND 59, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2566939, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR: RANCHO B2Z SUBDIVISION
BY ALFONSO QUINTANILLA

Rancho B2Z Subdivision is a 4.06 acre tract of land out of the south 9.55 acres of the north 10.00 acres of Lot 142, Pride o' Texas Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 6, pages 58 and 59, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded in County Clerk's Document Number 2566939, official records, Hidalgo County, Texas. This subdivision is located on the east side of Bentsen Road approximately 1,650 feet north of Mile 6 North Road. The proposed subdivision will consist of one residential lot.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0295 D, dated on June 6, 2000.

The soil is a mixture of fine sandy loam, sandy clay loam and clay loam. This soil is well drained. Permeability is generally moderate. Plasticity Index has a range of NP–23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site runoff is in a southeasterly direction. The existing runoff for the proposed subdivision is Q= 1.75 cubic feet per second based on a 10–year storm.

After development the runoff will be Q = 6.88 cubic feet per second for an increase of Q= 5.13 cubic feet per second. Detention will be 11,308.00 cubic feet (0.26 acre feet) in accordance with the County's drainage requirements and will be obtained within the large green areas located on the property.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D (JUNE 6, 2000) IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE SWALES OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

9-3-15
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), , **REZA BADIOZZAMANI** SUBDIVIDERS OF **RANCHO B2Z SUBDIVISION** HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

REZA BADIOZZAMANI
P.O. BOX 2724
MCALLEN, TX. 78502

9-3-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared REZA BADIOZZAMANI known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 3rd day of September, 2015

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
RECORDED IN VOLUME_____ PAGE_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

SHEET NO.	FILENAME: F:\DATA\SUBD.\HDLCO.\REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1\3PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2 OF 2	9-23-2014	M. GONZALEZ		

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 09-29-2015

PROPOSED **GUERRA APARTMENTS** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER FIRM: **RODRIGUEZ ENGINEERING** DEVELOPER: **RENE GUERRA**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY **1** ☒*MULTI-FAMILY ___☐COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Mile 14 ½ North, approximately 350 feet West of FM 88**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **08/06/14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On site detention pond as part of site plan parking design.**

ROAD R.O.W. DEDICATION: **15 feet to Mile 14 1/2 North Rd**

H.C.R.O.W. FINAL APPROVAL DATE: **9/11/15** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **09-29-14** By, **Elizardo Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **South of Mile 14 ½ North Road.**

H.C.O.E.C. FINAL APPROVAL DATE: **9/11/15** : By **Martin Ramirez,** Environmental Health Division Manager

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **9/03/2015**

STAFF RECOMMENDS:

☐ **Staff Recommending No Action**

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments.*

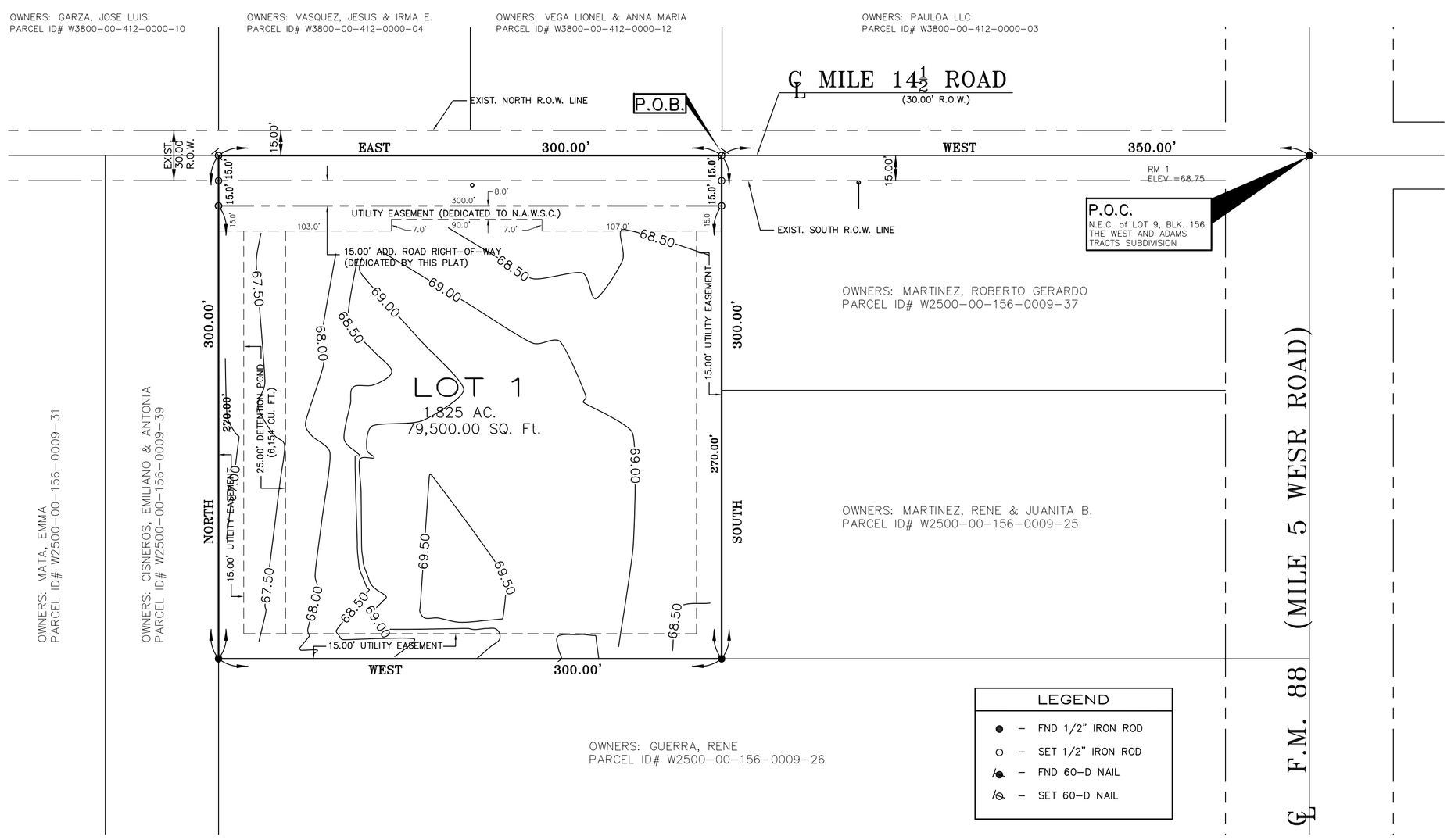
☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

DATE OF PREPARATION: OCT 09, 2014

GUERRA APARTMENTS SUBDIVISION

BEING A 2.066 ACRES OUT OF LOT 9, BLOCK 156, THE WEST AND ADAMS TRACTS SUBDIVISION, VOL. 2, PAGE 34
HIDALGO COUNTY, TEXAS.



STATE OF TEXAS – COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), RENE GUERRA, AS OWNER (S) OF THE 2.066 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED GUERRA APARTMENTS SUBDIVISION, HEREBY THE LAND DEDICATED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HERE.

I, CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I (WE) ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: _____
RENE GUERRA DATE
PO BOX 250
EDCOUCH TX 78538

PLAT NOTES RESTRICTION

MINIMUM FINISH FLOOR NOTE: MNIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

RENE GUERRA, THE OWNER AND SUBDIVIDER OF GUERRA APARTMENTS SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVING OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.

EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASED OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

AN OFF–STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMET SHALL BE REQUIRED FOR COMMERICAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENT ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

DRAINGAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.

GENERAL NOTE FOR COMMERICAL LOTS:
LOT 1 SHALL BE FOR MULTIFAMILY/COMMERICAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN MULTIFAMILY/COMMERICAL. LOT 1 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, RENE GUERRA, PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 2014

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS – COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ___M, ON _____, 2014, AND WAS RECORDED IN BOOK _____, SHEET'S _____, THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___M, ON _____, 2014.

_____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE §232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE GUERRA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2014.

_____ ATTEST: _____
HIDALGO COUNTY JUDGE DATE HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____
BY DATE

PLAT NOTES

1. GENERAL NOTES FOR MULTY–FAMILY COMMERCIAL: LOT 1 WIL BE A MULTIFAMILY COMMERCIAL
DWELLING–FOUR PLEX COMPLEX, (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
2. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN, COMMUNITY–PANEL NO. 480334 0425 C, EFFECTIVE DATE: NOV. 16, 1982 RIVISED TO REFLECT LOMR 5–30–2002
THE AREAS WITH THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAS FLOOD PLAIN. COMMUNITY PANEL No. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTAFIES NO THERE ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 500–YEAR FLOOD PLAIN.
3. CONSTRUCTION OF THE RESIDENTIAL HOUSING WITHIN ANY ARE OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTION 4001 THROUGH 4127)
4. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF ROAD, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR THIS LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERTIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. LEGEND – DENOTES 1/2 " IRON ROD FOUND UNLESS OTHERWISE NOTED.
6. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THE SUBDIVISION.
7. MINIMUM BUILDING SETBACKS LINES:

FRONT:	40.0'	(FEET) FONTING MILE 14½ ROAD
REAR:	15.0'	(FEET) OR EASEMENT WHICH EVER IS GREATER
WEST SIDE:	40.0'	(FEET) OR EASEMENT WHICH EVER IS GREATER
EAST SIDE:	15.0'	(FEET) OR EASEMENT WHICH EVER IS GREATER

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9. IN ACCORDANCE WITH THE HIDALGO DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WIL BE REQUIRED TO DETAIN A TOTAL OF 1.806 CUBIC–FEET OR 0.041 ACRE–FEET OF STORM WATER RUNOFF PER LOT. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS.
10. BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: R.M. No. 1 – ELEV. 68.75 DESCRIPTION: COTTON PICKER SPINDLE IN A POWER POLE ON THE SOUTHWEST CORNER OF THE INTERSECTON OF MILE 14 ½ ROAD AND F.M. 88 (RUBEN HINOJOSA BLVD.)
11. DRAINAGE SWALE EASEMENT NOTE:
* NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT.
* EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE ASEMENT.
* THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

ON SITE SEWER FACILITIES (OSSF) NOTE:

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21.780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINE THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUALS LOT PLANING MATERIALS PRIOR TO OCCUPYING A LOT.

12. RENE GUERRA, THE OWNER AND SUBDIVIDER OF GUERRA APARTMENTS SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVING OSSF ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.
13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASED OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
15. AN OFF–STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMET SHALL BE REQUIRED FOR COMMERICAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENT ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
16. DRAINGAGE SWALES, DRIVEWAY ENTRANCES AND SAFETY ENDS WILL BE CONSTRUCTED AT BUILDING PERMIT STAGE.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGN, CERTIFY THAT THIS PLAT OF GUERRA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTORDONNA DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGN, CERTIFY THAT THIS PLAT OF GUERRA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

KNOW ALL MEN BY THESE PRESENTS:

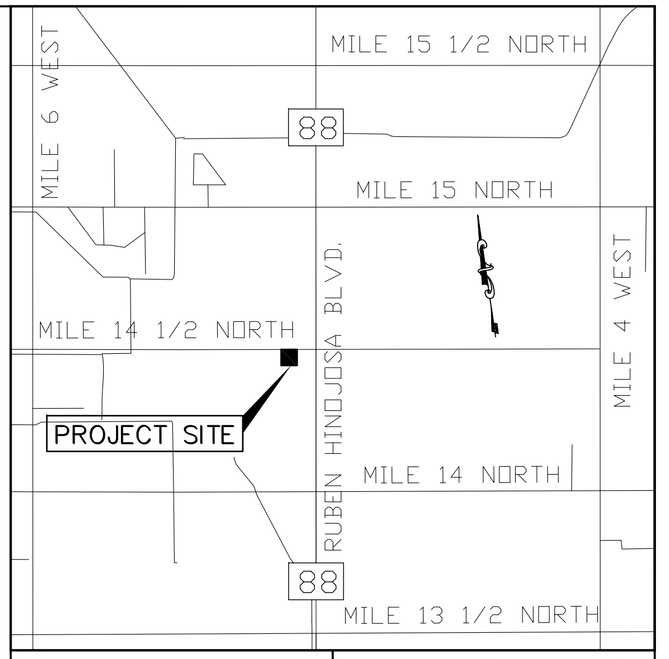
I, THE UNDERSIGNED, _____, A REGISTERED PROFESSIONAL ENGINEER AND PUBLIC SURVEYOR, AM AUTHORIZED UNDER THE LAW OF THE STATE OF TEXAS TO PRACTICE THE PROFESSIONS OF ENGINEERING AND PUBLIC SURVEYING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

_____
REGISTERED PROFESSIONAL ENGINEER
NO. _____

_____
REGISTERED PUBLIC SURVEYOR
NO. _____

BASIS OF BEARING
NORTH LOT LINE OF LOT 9, BLOCK 156
THE WEST AND ADAMS TRACTS SUBDIVISION

SCALE: 1"=50'



LOCATION MAP SCALE: 1" = 2000'

LOCATION OF SUBDIVISION:
GUERRA APARTMENTS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 SOUTH OF MILE 14 ½ ROAD, 350.00 FEET WEST OF F.M. 88 THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, TEXAS. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA (POP. 5,660 AS PER 2010 CENSUS). GUERRA APARTMENTS SUBDIVISION LIES APPROXIMATELY TWO (2) MILES SOUTH FROM THE CITY LIMITS, AND IS OUTSIDE THE CITY OF ELSA ETJ UNDER LOCAL GOVERNMENT CODE CHAPTER 212 SEC. 212.001.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY TESE PRESENT, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter caled "Grantee"), the receip and sufficiency of which is hereby acknoleged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its sicessors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over GGrantor's adjacent lands of the purpose for which the above mentioned rights and granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorazed to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement hherein granted shall be limited to a strip of land 15' in with, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as intalled, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to strip ao land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitude payment in full for all damage sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benifit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owners of the above–described lands and that sai lands are free and clear of all encumbrances and liens except the following: the easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for long as the grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this intrument this ___ day of 20___.

_____
DEVELOPER

METES AND BOUNDS

A 2.066 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 156, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS; SAID 2.066 ACRE TRACT OF LAND, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A 60–D NAIL FOUND AT THE NORTHEAST CORNER OF LOT 9, BLOCK 156, OF SAID SUBDIVISION; THENCE WEST, WITH AND ALONG THE NORTH LINE OF SAID LOT 9, BLOCK 156, A DISTANCE OF 350.00 FEET TO A 60–D NAIL SET FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE, SOUTH ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 20.00 FEET PASS A HALF INCH (½) IRON ROD FOUND AT THE SOUTH RIGHT–OF–WAY LINE OF MILE 14 ½ ROAD, AND AT A TOTAL DISTANCE OF 300.00 FEET TO A HALF INCH (½) FOUND AT THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 300.00 FEET TO A FOUND HALF INCH (1/2) IRON ROD FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH, AT A RIGHT ANGLE FROM THE PREVIOUS CALL A DISTANCE OF 280.00 FEET PASS A HALF INCH (½) IRON ROD FOUND AT THE SOUTH RIGHT–OF–WAY LINE OF SAID MILE 14½ ROAD, AND AT A TOTAL DISTANCE OF 300.00 FEET TO A 60–D NAIL SET AT THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, EAST, ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 3000.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.066 GROSS ACRES OF LAND, MORE OR LESS.

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491–1013 • SURVEYOR FIRM No. 101702–00
ENGINEER FIRM No. F–2192

PROJECT: GUERRA APARTMENTS SUBD. PLAT SHEET
ELSA, TEXAS

DRAWN: H.H.G.
DESIGNED: CIVIL & ARCH. DESIGN
CHECKED: LEO L. RODRIGUEZ, JR.
SURVEYED: LEO L. RODRIGUEZ, JR.
DATE: FEB. 02, 2014

PROJECT: SUB 14 042
PAGE NO: 1 OF 2

DRAWN BY: CIVIL AND ARCHITECTURAL DESIGN, INC. DATE 06–21–14
SURVEYED, CHECKED LEO L. RODRIGUEZ, JR., R.P.L.S. DATE 06–21–14
FINAL CHECK LEO L. RODRIGUEZ, JR., P.E. DATE 06–21–14

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS		PHONE & FAX
OWNERS: RENE GUERRA	P.O. BOX 250	EDCOUCH, TEXAS 78538	(956) 262–3697 N/A
ENGINEER: LEO L. RODRIGUEZ, JR., P.E.	P.O. BOX 1830	EDINBURG, TEXAS 78540	(956) 342–6017 (888) 406–1379
SURVEYOR: LEO L. RODRIGUEZ, JR., R.P.L.S.	P.O. BOX 1830	EDINBURG, TEXAS 78540	(956) 342–6017 (888) 406–1379

For Review Only

INDEX

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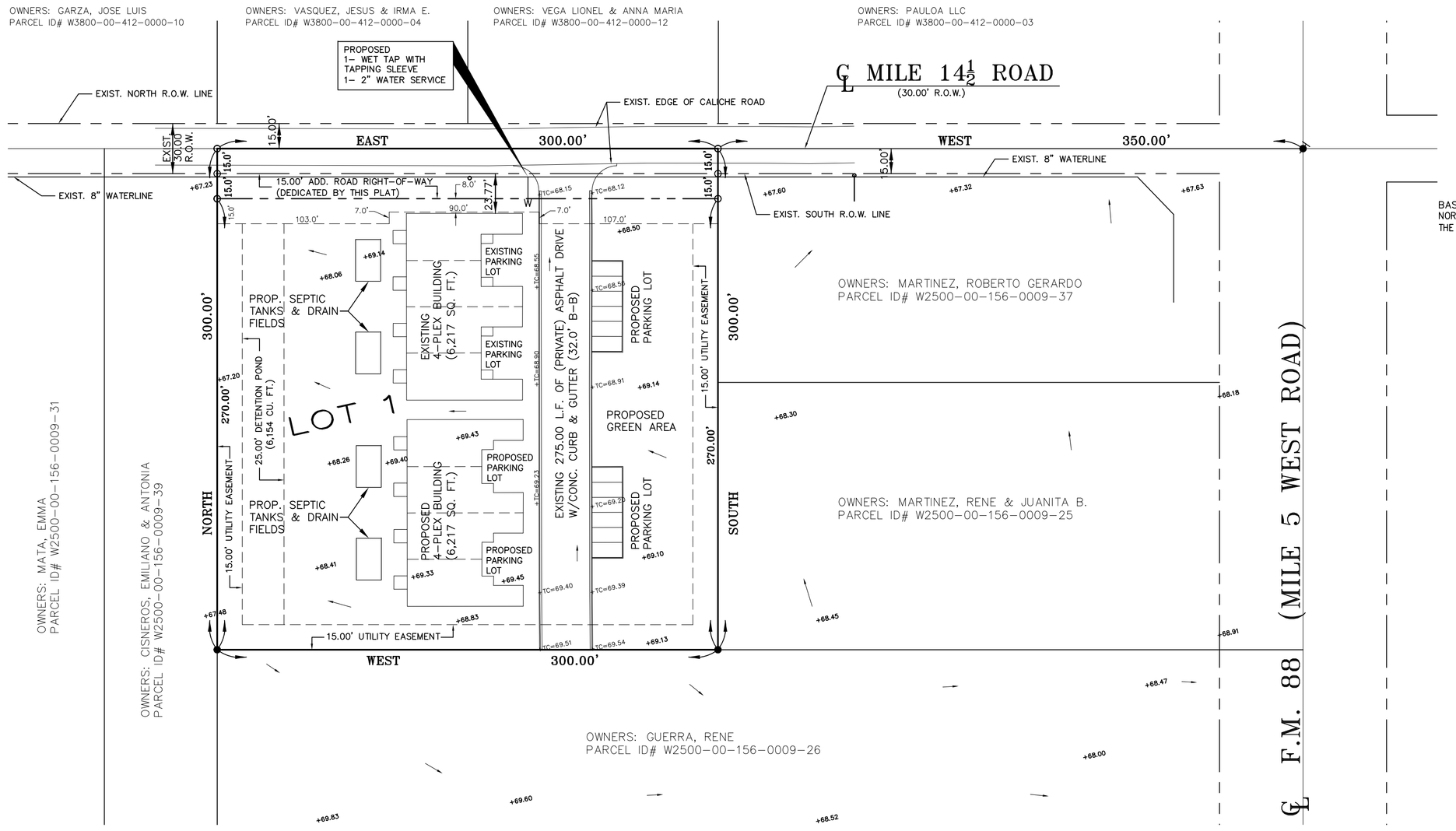
DATE OF PREPARATION: FEB. 02, 2014

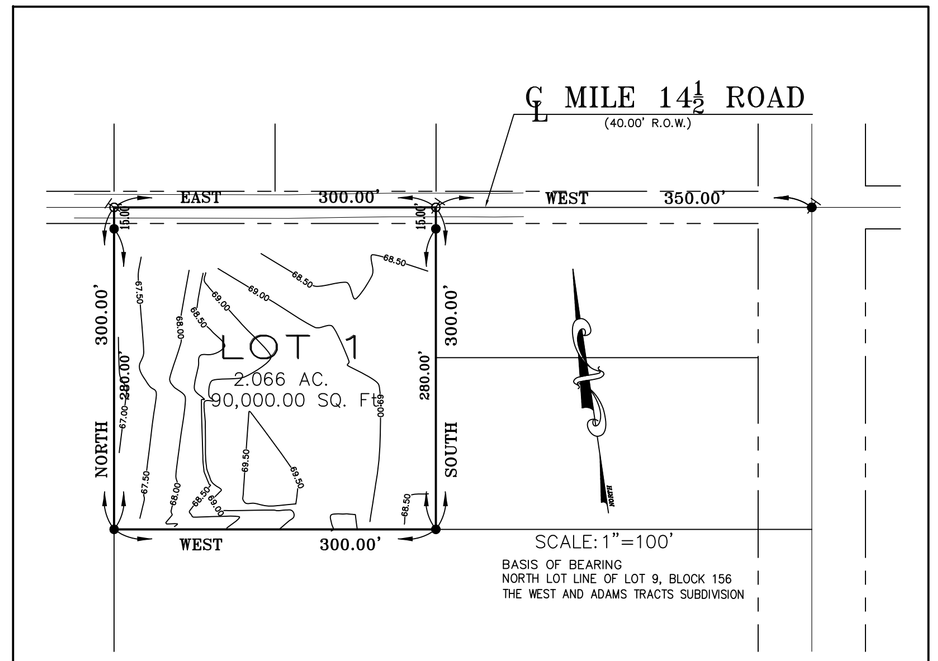
GUERRA APARTMENTS SUBDIVISION

BEING A 2.066 ACRES OUT OF LOT 9, BLOCK 156, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS.



SCALE: 1"=50'

BASIS OF BEARING
NORTH LOT LINE OF LOT 9, BLOCK 156
THE WEST AND ADAMS TRACTS SUBDIVISION



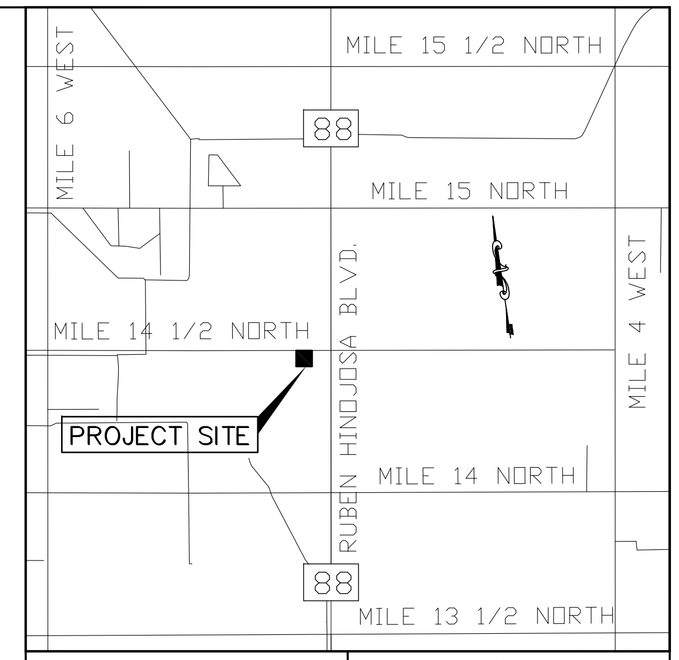
SCALE: 1"=100'

BASIS OF BEARING
NORTH LOT LINE OF LOT 9, BLOCK 156
THE WEST AND ADAMS TRACTS SUBDIVISION

EXIST. TOPOGRAPHICAL SURVEY

SCALE: 1"=100'

LEGEND	
●	– FND 1/2" IRON ROD
○	– SET 1/2" IRON ROD
⁄●	– FND 60-D NAIL
⁄○	– SET 60-D NAIL
+TC=XX.XX	– TOP OF CONC. CURB
+XX.XX	– NATURAL GROUND ELEV.
⟋	– FLOW DIRECTION



LOCATION MAP | SCALE: 1" = 2000'

LOCATION OF SUBDIVISION:
GUERRA APARTMENTS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 SOUTH OF MILE 14 ½ ROAD, 350.00 FEET WEST OF F.M. 88 THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ELSA, TEXAS. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ELSA (POP. 5,660 AS PER 2010 CENSUS). GUERRA APARTMENTS SUBDIVISION LIES APPROXIMATELY TWO (2) MILES SOUTH FROM THE CITY LIMITS, AND IS OUTSIDE THE CITY OF ELSA ETJ UNDER LOCAL GOVERNMENT CODE CHAPTER 212 SEC. 212.001.

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER • SURVEYOR
P.O. BOX 1830 • EDINBURG, TEXAS • 78540
PHONE (956) 491-1013 • SURVEYOR FIRM No. 101702-00
ENGINEER FIRM No. F-2192

PROJECT: GUERRA APARTMENTS SUBD. PLAT SHEET ELSA, TEXAS

DRAWN: H.H.G.
DESIGNED: CIVIL & ARCH. DESIGN
CHECKED: LEO L. RODRIGUEZ, JR.
SURVEYED: LEO L. RODRIGUEZ, JR.
DATE: FEB. 02, 2014
PROJECT: SUB 14 042
PAGE NO: 2 OF 2

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER(S) WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (B) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I (WE), RENE GUERRA SUBDIVIDERS OF GUERRA APARTMENTS SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
RENE GUERRA DATE

STATE OF TEXAS–COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RENE GUERRA, KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____ 20____.

_____
NOTARY PUBLIC
MY COMSTUART EXPIRES _____

DRAINAGE STATEMENT FOR GUERRA APARTMENTS SUBDIVISION (2.066–ACRE, MULTIFAMILY/COMMERCIAL) HIDALGO COUNTY

I. PROJECT LOCATION

THIS FUTURE DEVELOPMENT IS LOCATED THREE HUNDRED FIFTY (350.00) FEET WEST OF THE INTERSECTION OF F.M. 88 AND MILE 14 1/2 ROAD, FORMING PART OF LOT 9, BLOCK 156, OF WEST AND ADAMS TRACT SUBDIVISION, THIS DEVELOPMENT IS SITUATED IN HIDALGO COUNTY, TEXAS.
(REFER TO EXHIBIT A)

II. FLOOD PLAIN

THE SUBJECT TRACT LIES IN "ZONE X", BASE FLOOD ELEVATIONS AS BEEN DETERMINED IN ACCORDANCE WITH F.E.M.A.–F.I.R.M. COMMUNITY–PANEL MAP NO. 480334 0450 C, MAP REVISED JUNE 06, 2000 (REFER TO EXHIBIT B). USING THE USGS MAP INDICATES A BASE FLOOD ELEVATION (BFE) APPROXIMATED OF 70.00 FEET FOR THIS PROPERTY.

III. SOIL CONDITIONS

A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY (REFER TO EXHIBIT C) INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY "HIDALGO URBAN LAND COMPLEX", WHICH IS A SOIL THAT IS CLASSIFIED AS FINE SANDY LOAM TO SANDY CLAY LOAM. THE TOPOGRAPHY FOR THIS SITE PREDOMINANTLY FLOWS EAST TO WEST OUT FALLING TO THE EXISTING GREEN AREAS.

IV. EXISTING CONDITIONS

THE SUBJECT TRACT IS CURRENTLY UNDER DEVELOPMENT; IT CONSISTS OF ONE (1) FOUR–PLEX APARTMENT BUILDING, AND TWO HUNDRED SEVENTY–FIVE (275.00) LINEAR FEET OF ASPHALT STREET WITH CONCRETE CURB & GUTTER, SLOPING TO THE FRONT OF THE PROPERTY, WITH CURB OPENINGS EVERY ONE HUNDRED (100.00') FEET SPILLING TO THE GREEN AREAS IN A WESTERLY DIRECTION. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.25%. EXISTING RUNOFF FROM THE SITE IS BY FORM OF SHEET FLOW RUNOFF TOWARDS THE WEST PROPERTY LINE. THE TOTAL CONTRIBUTING 10–YEAR EXISTING STORM WATER RUNOFF IS 2.41 CFS. (REFER TO EXHIBIT D FOR STORM WATER CALCULATIONS)

V. PROPOSED CONDITIONS

THE DEVELOPMENT WILL BE COMPRISED OF A FUTURE ADDITION OF 19,879.86 SQUARE FEET OF NEW CONSTRUCTION (MULTIFAMILY BUILDINGS), AS PER TXDOT AND COUNTY OF HIDALGO, DRAINAGE POLICY FOR REGIONAL DETENTION FACILITIES, THE DEVELOPER WILL DETAIN THE VOLUME DIFFERENCE CALCULATED BETWEEN A 10–YEAR STORM AT EXISTING CONDITIONS AND A 10–YEAR STORM AT DEVELOPED CONDITIONS OR A TOTAL OF 0.041 ACRE–FEET (1,806 CU. FT.). REQUIRED STORAGE WILL BE DETAIN ONSITE AT THE EXISTING DETENTION SWALE/GREEN AREAS. THE EXISTING SWALE/GREEN AREAS CONSIST OF 0.52 ACRES (22,702.27 SQ. FT.) OF NATIVE GRASS THAT NATURALLY WILL ABSORB MOST OF THIS WATER AND THE REST WILL BE EVAPORATED INTO THE ATMOSPHERE.

_____
LEO L. RODRIGUEZ, JR. P.E.

DECLARACIÓN DE DRENAJE PARA GUERRA APARTAMENTOS FRACCIONAMIENTO (2.066 ACRES, MULTIFAMILY / COMERCIAL) DEL CONDADO DE HIDALGO

I. UBICACIÓN DEL PROYECTO

EL DESARROLLO FUTURO SE ENCUENTRA TRESCIENTOS CINCUENTA (350.00) PIES AL OESTE DE LA INTERSECCIÓN DE FM 88 Y 14 MILLAS MEDIO CARRETERA, QUE FORMA PARTE DE LOT 9, BLOQUE 156, DEL OESTE Y ADAMS TRACTO SUBDIVISIÓN, ESTE DESARROLLO ESTÁ SITUADO EN CONDADO DE HIDALGO, TEXAS.
(VÉASE EL ANEXO A)

II. LLANURA DE INUNDACIÓN

LAS VÍAS TEMA SE ENCUENTRA EN "ZONA X". BASE DE INUNDACIONES EN ÁREAS COMO SE DETERMINARON DE ACUERDO CON FEMA–FIRM COMUNIDAD DE PANEL PLANO NO. 480334 0450 C, MAPA REVISADO 06 DE JUNIO, 2000 (VER ANEXO B). USO DEL MAPA USGS INDICA A NIVEL DE INUNDACIÓN BASE (BFE) APROXIMADA DE 70.00 PIES PARA ESTA PROPIEDAD.

III. CONDICIONES DEL SUELO

UNA REVISIÓN DE LA ENCUESTA DEL SUELO DEL CONDADO DE HIDALGO (VER ANEXO C) INDICA LAS VÍAS TEMA SE ENCUENTRA EN UNA ZONA DE PREDOMINANTEMENTE "TIERRA COMPLEJO HIDALGO URBANO", QUE ES UN SUELO QUE SE CLASIFICA COMO LA BELLA FRANCO ARENOSA A SANDY FRANCO ARCILLOSO, LA TOPOGRAFÍA PARA ESTE SITIO FLUJOS PREDOMINANTEMENTE ESTE A OESTE HACIA FUERA QUE CAE A LOS EXISTENTES ZONAS VERDES.

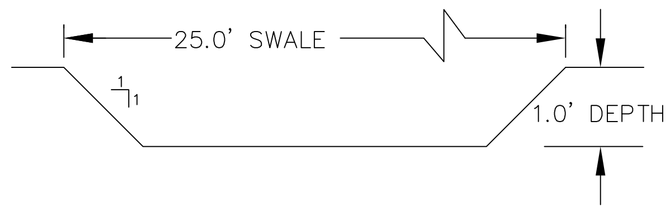
IV. CONDICIONES EXISTENTES

LAS VÍAS SUJETO ESTÁ ACTUALMENTE EN DESARROLLO; CONSTA DE UN (1) CUATRO–PLEX EDIFICIO DE APARTAMENTOS Y DOSCIENTOS SETENTA Y CINCO (275.00) METROS LINEALES DE ASFALTO DE LA CALLE CON CORDÓN Y ALCANTARILLAS DE HORMIGÓN, INCLINADOS HACIA EL FRENTE DE LA PROPIEDAD, CON ABERTURAS CURB CADA CIEN (100.00 ') PIES DESBORDAN A LAS ZONAS VERDES EN DIRECCIÓN OESTE. EL TERRENO EXISTENTE TIENE UN GRADO DE APROXIMADAMENTE 0.25%. EXISTENTE DE DESEMPATE DEL SITIO ES POR FORMA DE HOJA DE DESEMPATE DE FLUJO HACIA LA LÍNEA DE LA PROPIEDAD DEL OESTE. EL TOTAL DE CONTRIBUYENTES DE 10 AÑOS DE DESEMPATE EXISTENTE DE AGUA DE TORMENTA ES 2.41 CFS. (VEASE EL ANEXO D PARA CÁLCULOS DE AGUAS PLUVIALES)

V. CONDICIONES PROPUESTO

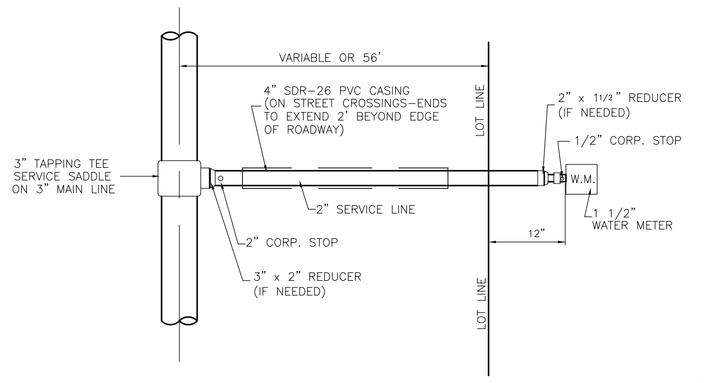
EL DESARROLLO ESTARÁ COMPUESTO POR UN ADEMÁS FUTURO DE 19,879.86 METROS CUADRADOS DE NUEVA CONSTRUCCIÓN (EDIFICIOS MULTIFAMILIARES). SEGÚN TXDOT Y CONDADO DE HIDALGO, POLÍTICA DE DRENAJE PARA REGIONAL INSTALACIONES DE DETENCIÓN, EL DESARROLLADOR DETENER LA DIFERENCIA ENTRE UN VOLUMEN CALCULADO TORMENTA DE 10 AÑOS EN CONDICIONES EXISTENTES Y UNA TORMENTA DE 10 AÑOS EN CONDICIONES DESARROLLADOS O UN TOTAL DE 0.041 ACRES–PIES (1806 CU. FT.). SE REQUIERE DE ALMACENAMIENTO SE DETIENEN EN SITIO EN LAS EXISTENTES SWALE DETENCIÓN / ZONAS VERDES. SWALE EXISTENTES / ZONAS VERDES CONSISTE EN 0.52 (22,702.27 PIE. CUAD.) DE HIERBA NATIVA QUE NATURALMENTE SE ABSORBE MÁS DE ESTE AGUA Y EL RESTO SE EVAPORARÁ A LA ATMÓSFERA.

_____
LEO L. RODRIGUEZ, JR. P.E.



DRAINAGE SWALE CROSS–SECTION

NOT TO SCALE



"TYPICAL SINGLE SERVICE CONNECTION"

N.T.S.

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DRAWN BY: CIVIL AND ARCHITECTURAL DESIGN, INC. DATE 04–23–07
SURVEYED, CHECKED LEO L. RODRIGUEZ, JR., R.P.L.S. DATE 04–23–07
FINAL CHECK LEO L. RODRIGUEZ, JR., P.E. DATE 04–23–07

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNERS: RENE GUERRA	P.O. BOX 250 EDCOUCH, TEXAS 78538	(956) 262–3697 N/A
ENGINEER: LEO L. RODRIGUEZ, JR., P.E.	P.O. BOX 1830 EDINBURG, TEXAS 78540	(956) 607–5210 (888) 406–1379
SURVEYOR: LEO L. RODRIGUEZ, JR., R.P.L.S.	P.O. BOX 1830 EDINBURG, TEXAS 78540	(956) 607–5210 (888) 406–1379

For Review Only

AI-51576 **Precinct #1** **20. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and Approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District #1 and Hidalgo County. Interlocal will allow the District to reimburse the County for the Construction cost of Drainage Improvements within Heidelberg and Spanish Palms Subdivisions out of the Rural Drainage Development funds from Precinct #1, total cost is $390,416.70.

BACKGROUND

same as DD #1

Fiscal Impact

Attachments

ICA
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 04:56 PM
Glinda Pacheco	Glinda Pacheco	09/25/2015 05:02 PM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Monica Badillo Started On: 09/25/2015 04:54 PM

Final Approval Date: 09/25/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS Agreement is made on this the _____ day of _____, 2015 by and between HIDALGO COUNTY, acting by and through Precinct 1 of Hidalgo County, Texas hereinafter referred to as "County", and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Heidelberg Subdivision and Spanish Palms Subdivision located in Precinct 1 are both in need of certain drainage improvements to ultimately allow storm water to outfall into the District's drainage system (the "Drainage Improvements");

WHEREAS, the Drainage Improvements consist of roadside ditches, culvert pipes and inlets;

WHEREAS, County has contracted with a third party contractor being 2GS, LLC to construct the Drainage Improvements as well as certain other work to both such subdivisions;

WHEREAS, District pursuant to its statutory authority is responsible for proper drainage in Hidalgo County; and

WHEREAS, the majority of the storm water that enters into the Drainage Improvements empties into the District's drainage system;

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District agrees to contribute to Precinct 1 an amount not to exceed the total sum of Two Hundred Ninety Five Thousand Six Hundred Seventy Three and seventy one hundredths Dollars($295,673.71) for the Drainage Improvements for Heidelberg Subdivision as more particularly described in Exhibit A and the sum of Ninety Four Thousand Seven Hundred Forty Three and no one Hundredths ($94,743.00) for the Drainage Improvements to Spanish Palm Subdivision as more particularly described in Exhibit B attached hereto.

2. District shall contribute the sums described in numbered paragraph 1 against receipt of invoice from County and after the inspection and acceptance of the

Drainage Improvements work performed in Heidelberg Subdivision and Spanish Palms Subdivision.

3. **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 this 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 later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

4. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

5. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by both parties, and not otherwise.

6. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party who failed to appropriate sufficient funds. 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. Gov't. Code Ann. Section 271.903.

7. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

8. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written

notice delivered in accordance herewith:

If to Hidalgo County:	County of Hidalgo Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to District:	Hidalgo County Drainage District No. 1 Attention: Chair, Board of Directors 900 N. Doolittle Road Edinburg, Texas 78540

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.

9. **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.

10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and Irrigation District in accordance with its terms.

15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chair, Board of Directors

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been contracted with a third party contractor of a proposed Drainage Improvements project to Heidelberg Subdivision and Spanish Palms Subdivision located in Precinct 1 are both in need of certain drainage improvements to ultimately allow storm water to outfall into the District's drainage system (the "Drainage Improvements"); and County jurisdiction through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and Hidalgo County Drainage District No. 1.

By vote on _____, 2015 the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
Drainage Subtotal				**$**	**47,909.95**
Drainage - Pine Ave.					
100	Preparing ROW	STA	13.47	$ 1,100.00	$ 14,817.00
529	24-Inch Conc. Laydown Curb	LF	830	$ 8.85	$ 7,345.50
168	Vegetative Watering	1000GAl	44	$ 15.00	$ 660.00
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.33	$ 3,000.00	$ 990.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	352	$ 16.00	$ 5,632.00
530	Driveway (Concrete 3000 PSI)	SY	206	$ 31.00	$ 6,386.00
464	15" RCP Culvert	LF	125	$ 24.00	$ 3,000.00
4378	15" HPP Culvert Pipe	LF	309	$ 12.00	$ 3,708.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	58	$ 4.00	$ 232.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	58	$ 1.00	$ 58.00
432	RIPRAP (CONC) (CL B) (4")	CY	6.7	$ 250.00	$ 1,675.00
465	Type "C" Grate Inlet	EA	1	$ 1,300.00	$ 1,300.00
465	4'X4' Conc. Junction Box With MH Enclosure	EA	1	$ 1,500.00	$ 1,500.00
467	Safety End Treatment	EA	2	$ 600.00	$ 1,200.00
Drainage Subtotal				**$**	**48,503.50**
Drainage - Magnolia Ave.					
100	Preparing ROW	STA	11.56	$ 1,100.00	$ 12,716.00
168	Vegetative Watering	1000GAl	52.32	$ 15.00	$ 784.80
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.4	$ 3,000.00	$ 1,200.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	167	$ 16.00	$ 2,672.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	262	$ 12.00	$ 3,144.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	113	$ 4.00	$ 452.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	113	$ 1.00	$ 113.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	4	$ 600.00	$ 2,400.00
Drainage Subtotal				**$**	**25,401.80**
Drainage - Garcia St.					
100	Preparing ROW	STA	9.36	$ 1,100.00	$ 10,296.00
168	Vegetative Watering	1000GAl	39.74	$ 15.00	$ 596.10
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.3	$ 3,000.00	$ 900.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	323	$ 16.00	$ 5,168.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	0	$ 24.00	$ -
4378	15" HPP Culvert Pipe	LF	281	$ 12.00	$ 3,372.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	85	$ 4.00	$ 340.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	85	$ 1.00	$ 85.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	0	$ 600.00	$ -
Drainage Subtotal				**$**	**20,757.10**
Drainage - Linden Ave. (West)					
100	Preparing ROW	STA	2.9	$ 1,100.00	$ 3,190.00
168	Vegetative Watering	1000GAl	14.45	$ 15.00	$ 216.75
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.11	$ 3,000.00	$ 330.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	61	$ 16.00	$ 976.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	72	$ 12.00	$ 864.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	94	$ 4.00	$ 376.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	94	$ 1.00	$ 94.00
432	RIPRAP (CONC) (CL B) (4")	CY	1	$ 250.00	$ 250.00
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	5	$ 600.00	$ 3,000.00
	Drainage Subtotal			**$**	**11,216.75**
	Drainage - Linden Ave. (East)				
100	Preparing ROW	STA	4.28	$ 1,100.00	$ 4,708.00
168	Vegetative Watering	1000GAI	17.87	$ 15.00	$ 268.05
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.14	$ 3,000.00	$ 420.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	156	$ 16.00	$ 2,496.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	0	$ 24.00	$ -
4378	15" HPP Culvert Pipe	LF	157	$ 12.00	$ 1,884.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	66	$ 4.00	$ 264.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	66	$ 1.00	$ 66.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	0	$ 600.00	$ -
	Drainage Subtotal			**$**	**10,106.05**
	Drainage - Monte Circle Ave.				
100	Preparing ROW	STA	10	$ 1,100.00	$ 11,000.00
168	Vegetative Watering	1000GAI	47.74	$ 15.00	$ 716.10
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.44	$ 3,000.00	$ 1,320.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	509	$ 16.00	$ 8,144.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	120	$ 24.00	$ 2,880.00
4378	15" HPP Culvert Pipe	LF	390	$ 12.00	$ 4,680.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	164	$ 4.00	$ 656.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	164	$ 1.00	$ 164.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	6	$ 600.00	$ 3,600.00
	Drainage Subtotal			**$**	**33,160.10**
	Drainage - Walnut Ave.				
100	Preparing ROW	STA	11.56	$ 1,100.00	$ 12,716.00
168	Vegetative Watering	1000GAI	50.45	$ 15.00	$ 756.75
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.38	$ 3,000.00	$ 1,140.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	261	$ 16.00	$ 4,176.00
530	Driveway (Concrete 3000 PSI)	SY	29	$ 31.00	$ 899.00
464	15" RCP Culvert	LF	120	$ 24.00	$ 2,880.00
4378	15" HPP Culvert Pipe	LF	340	$ 12.00	$ 4,080.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	144	$ 4.00	$ 576.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	144	$ 1.00	$ 144.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	6	$ 600.00	$ 3,600.00
	Drainage Subtotal			**$**	**30,967.75**
				2GS, LLC	
	DRAINAGE TOTAL			**$**	**295,673.70**

September 22, 2015

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

EXHIBIT B

Spanish Palms Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Spanish Palms Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
Spanish Palms Subdivision Drainage Breakdwon					
1-2	Preperation of Right of Way	LS	1	$ 30,000.00	$ 30,000.00
2-5	6-inch Residential Concrete Driveway (3500 PSI), according to the plans and specifications; complete in place	SY	503	$ 40.00	$ 20,120.00
2-6	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	440	$ 16.00	$ 7,040.00
2-7	4-inch Concrete Rip Rap according to the plans and specifications; complete in place	SY	84	$ 40.00	$ 3,360.00
2-8	Connect to Existing Grate Inlets according to the plans and specifications; complete in place	EA	4	$ 550.00	$ 2,200.00
2-9	Furnish and Install Type 'M' Junction Box w/ Manhole Enclosure according to the plans and specifications; complete in place	EA	1	$ 2,500.00	$ 2,500.00
2-10	Furnish and Install 15-inch HPP according to the plans and specifications; complete in place	LF	1175	$ 12.00	$ 14,100.00
2-11	Furnish and Install 18-inch HPP according to the plans and specifications; complete in place	LF	192	$ 14.00	$ 2,688.00
2-12	Furnish and Install Biodegradable Log according to the plans and specifications; complete in place	LF	247	$ 4.00	$ 988.00
2-13	Remove and Dispose Biodegradable Log according to the plans and specifications; complete in place	LF	247	$ 1.00	$ 247.00
2-14	Fertilizer, Vegetative Watering an Seeding according to the plans and specifications; complete in place	LS	1	$ 11,500.00	$ 11,500.00
DRAINAGE TOTAL				$	**94,743.00**

September 22, 2015

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

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

ICA Hidalgo County and HCDD/31 Drainage Improvements Prct. 1

From : Stephen L. Crain <scrain@atlashall.com> Mon, Sep 28, 2015 02:17 PM

Subject : ICA Hidalgo County and HCDD/31 Drainage Improvements Prct. 1 2 attachments

To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Good Afternoon Monica:
As per Mr. Crain, the attached is to placed on the County Agenda for tomorrow. If you have any questions, please call our office.

Thank you,
Marynel

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

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Atlas Hall Rodriguez

image001.jpg
5 KB

Heidelberg Subdivisiona and Spanis Palms Subdivision Drainage Improvements.pdf
2 MB

AI-51543 **Precinct #2** **21. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation declaring October 2015 as Manufacturing Month in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

PROCLAMATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 09:44 AM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Julia Sullivan Started On: 09/24/2015 03:26 PM

Final Approval Date: 09/25/2015

PROCLAMATION DECLARING OCTOBER 2015
MANUFACTURING MONTH IN HIDALGO COUNTY

WHEREAS, for generations, manufacturing has played a critical role in Texas' diverse economy. Texas is home to approximately 17,653 manufacturing firms, 54 of which are located in Hidalgo County; and

WHEREAS, manufacturing in Texas constitutes 15.22 percent of the total output in the state, totaling approximately $233.20 billion in 2013; and

WHEREAS, manufacturers in Texas employ 7.55 percent of the workforce, an estimated 890,000 manufacturing employees, including 6,300 in Hidalgo County; and

WHEREAS, manufacturing jobs enable Texas families to realize the dreams of owning a home, sending a child to college, and enjoying a secure retirement and manufacturers pay millions of dollars annually, supporting schools, law enforcement, emergency preparedness, public works and other essential services; and

WHEREAS, National Manufacturing Day is held annually on the first Friday in October and the month of October is annually celebrated as National Manufacturing Month; and

WHEREAS, residents are encouraged to support the work of manufacturing companies by purchasing products manufactured in Hidalgo County and in the United States of America; and

WHEREAS, to celebrate Manufacturing Month, entities across Hidalgo County, including cities, economic development corporations, universities, school districts, manufacturing companies, and others in relevant fields, are partnering to host various events to showcase modern manufacturing technology and careers.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim October 2015 as Manufacturing Month in Hidalgo County and recognizes the valuable contributions that manufacturing companies and their employees provide to our communities.

Approved this 29th day of September 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-51510 **Precinct #2** **21. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $845,180.09 to fund Pct 2 Eldora Road(Jackson-I Rd) project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-XXX-0-841

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

BUDGETARY IMPACT:

Appropriation of 2014 CO monies into Pct 2 Eldora Road (Jackson-I Road Project)

Funding available in 1345 Fund Balance as of 9/23/15.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/23/2015 04:32 PM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Erika Zamora		Started On: 09/23/2015 02:27 PM
Final Approval Date: 09/25/2015		

DATE: September 29, 2015

2015
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2-CO2014 Pct 2 Eldora Rd Prj

ACCOUNT NUMBER: 5-1345-431-00-122-XXX-0-841

Contact Person: Erika Zamora **Ph#** 956-787-1891

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
5-1345-431-00-122-XXX-0-841	CO2014-Pct 2 Eldora(Jackson-I Rd) Rd P Aid to Govt Agency	845,180.09
	TOTAL BUDGET INCREASE (DECREASE)	$ 845,180.09

REASON: Appropriation from the CO2014 (1345) to fund Work Authorization No. 1 with L&G Consulting Engineers for Pct 2 Eldora Road Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-51405 **Precinct #3** **22. A.**

CC - REGULAR

Meeting Date: 09/29/2015

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

Department: COMM. PCT. #3

Information

CAPTION

Approval of the Right of Way Acquisition Statement and Utility Adjustment Certification as it relates to TxDot Project SH 364 (SH 495 to FM 1924) project and for County Judge to sign required documentation.

BACKGROUND

Fiscal Impact

Attachments

Forms

Document

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 02:05 PM
Manuel Chapa	Manuel Chapa	09/21/2015 11:18 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Norma Ceballos Started On: 09/16/2015 03:20 PM

Final Approval Date: 09/25/2015

CSJ: 2966-01-009
PROJECT: C 2699-1-9
HIGHWAY: SH 364 (La Homa)
COUNTY: Hidalgo
LIMITS: From: SH 495 (Mile 1)
To: FM 1924 (Mile 3)

RIGHT OF WAY ACQUISITION STATEMENT

THIS IS TO CERTIFY THAT ALL OF THE RIGHT-OF-WAY HAS BEEN ACQUIRED IN ACCORDANCE WITH THE CURRENT FHWA DIRECTIVE(S) COVERING THE ACQUISITION OF REAL PROPERTY, EXCEPT THOSE PARCEL(S) LISTED BELOW WHICH WILL BE ACQUIRED IN ACCORDANCE WITH THE FHWA DIRECTIVE(S).

Honorable Ramon Garcia
Hidalgo County Judge

Date

CSJ: 2966-01-009
PROJECT: C 2699-1-9
HIGHWAY: SH 364
COUNTY: Hidalgo
LIMITS: FROM: SH 495 (Mile 1)
TO: FM 1924 (Mile 3)

UTILITY ADJUSTMENT CERTIFICATION

THIS IS TO CERTIFY THAT ALL UTILITIES WILL BE ADJUSTED IN ACCORDANCE WITH THE APPROPRIATE DIRECTIVES COVERING THE ADJUSTMENT OF UTILITIES BY 11/02/2015.

Owner	Utility	Contact	Compens-able yes/no	Station	Status	Est. Comp Date	Effect on Constr.
AEP	Power line (Overhead)	Juan Ramirez (956) 283-2370	No	(Crossings) Throughout (Parallels) Throughout	Design	11/02/2015	Yes
AUGA S.U.D.	Water	Frank Flores (956) 585-2459	No	(Parallels) Sta. 21+14 – 66+33 (4") Sta. 67+40 – 78+18 (4") (Crossings) Sta. 23+91 (4") Sta. 44+63 (4") Sta. 55+04 (4") Sta. 59+05 (4") Sta. 78+60 (4") Sta. 84+78 (4") Sta. 88+92 (4") Sta. 94+26 (4")	Design	11/02/2015	Yes
S.W.S.C	Water	Joe Guzman (956) 585-6081	No	(Parallels) 79+93 – 99+86 (6") 125+57 – 132+85 (6") (Crossings) 78+14 (6") 84+27 (6") 91+33 (6") 94+30 (6") 96+64 (6") 116+57 (6")	Design	11/02/2015	Yes
City of Mission	Sanitary Sewer	Roberto Salinas (956) 580-8780	No	(Parallels) 78+22 – 132+85 (8") (Crossing) 78+22 (8") 81+84 (6") 84+62 (6") 85+15 (6") 89+32 (6") 93+87 (6") 100+67 (8")	Design	11/02/2015	Yes
AT&T	Telephone (Overhead & Underground)	Lucy Salinas (956) 279-6028	No	(Parallels) (U/G) Throughout	Design	11/02/2015	Yes
TGS	High Pressure Gas Line (Underground)	Rene Casares (956) 44-3967	Yes	(Crossing) 33+93 (8")	Design	11/02/2015	Yes

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROSECUTE THE WORK IN SUCH A MANNER AND SEQUENCE THAT THERE WILL BE NO INTERFERENCE WITH THE WORK OF OTHERS IN ADJUSTING UTILITIES. THE CONTRACTOR SHALL ALLOW FREE INGRESS AND EGRESS FROM THESE AREAS OVER THE RIGHT OF WAY TO THESE WORKERS. AN EXTENSION OF WORKING TIME WILL BE GRANTED, IF NECESSARY, FOR DELAYS CAUSED BY INTERFERENCE BEYOND SUCH ESTIMATED PERIOD. THE BELOW SIGNATURE ON THIS DOCUMENT DOES NOT CERTIFY THAT ANY UTILITIES HAVE OR WILL BE ADJUSTED. IT CERTIFIES THAT THE ABOVE LISTED UTILITIES ARE THE KNOWN UTILITIES TO BE EXISTENT ON THE PROJECT AS IDENTIFIED BY SURVEY AND FIELD RECONNAISSANCE.

_____

HONORABLE RAMON GARCIA
HIDALGO COUNTY JUDGE

_____

DATE

AI-51346 **Precinct #3** **22. B.**

CC - REGULAR

Meeting Date: 09/29/2015

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

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Penitas, concerning certain improvements to Liberty Rd. from US83 to Mile 3.
2. In accordance with Texas Government Code 791.014, requesting approval of the Interlocal Cooperation Agreement on the purposed project regarding certain road improvements to Liberty Road from US83 to Mile 3, a section which is in part within the city limits of Penitas and in part within County jurisdiction.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding for County's portion to be paid from anticipated CO2015 proceeds.

Attachments

ICA - City of Penitas

EXHIBITS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/11/2015 03:18 PM
Manuel Chapa	Manuel Chapa	09/24/2015 02:41 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Norma Ceballos Started On: 09/11/2015 12:26 PM

Final Approval Date: 09/25/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PENITAS, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO LIBERTY ROAD FROM US83 TO MILE 3

THIS agreement is made on this the _____ day of _____, 2015 by and between the CITY OF PEÑITAS,TEXAS, hereinafter referred to as the "CITY" and the COUNTY OF HIDALGO, Texas hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

WHEREAS, the City and County desire to cooperate in making needed transportation improvements to Liberty Road from US83 to Mile 3 as outlined in Exhibit A (the "Project");

WHEREAS, the County finds the Project of Liberty Road from US 83 to Mile 3 is a major public thoroughfare necessary for travel to different parts of Hidalgo County and is used by a significant number of County residents;

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

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

WHEREAS, the City and County desires to proceed and complete Phase II & III of the road as outlined below;

- Phase II: ROW Map, Surveys and PS&E
- Phase III: ROW Acquisition and Construction Oversight;

WHEREAS, the City and County will cooperatively seek to fund the construction and right of way ("ROW") costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase II and III project development cost is estimated to be $2,522,356.00 as more particularly described on Exhibit C attached hereto and incorporated herein at the point for all purposes and will be paid for by the County;

WHEREAS, the City desires to cooperate by agreeing that the grant identified in Exhibit B and B-1 (the "Grant") be utilized for the project costs associated with the ROW land costs, compensable utility costs and any remaining funds be designated for the construction of this Project;

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 City agrees County assumes the role of project sponsor to develop the Phase II and III of the project development, which includes the ROW Map, Surveys, PS&E, ROW Acquisition and Construction Oversight for Liberty Road from US83 to Mile 3 within the City limits.

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

1. The County agrees to complete Phase II and III of the project development, which includes the ROW Map, Surveys, PS&E, ROW Acquisition and Construction Oversight services more particularly described in that portion of Exhibit C attached hereto and made a part hereof for all purposes that relates to said Phase II and III.

2. The County finds the Project of Liberty Road is a major public thoroughfare necessary for travel to different parts of Hidalgo County and is used by a significant number of County residents.

3. County finds no proceeds of bonds issued or taxes levied pursuant to article III, section 52 (b) or (c) of the Texas Constitution shall be used for the Project.

4. The City shall commit the $560,000 of Grant money towards the project costs associated with the Right-of-Way Land costs, Compensable Utility costs and any remaining funds be designated for the construction of this project.

5. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

6. 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.

7. 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.

8. 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 of succeeding breach of the same or any other provision hereof.

9. 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.

10. 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.

11. 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 Peñitas
Attention: Hon. Rodrigo "Rigo" Lopez, Mayor
1111 S. Main Street
Peñitas, Texas 78576

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joe M. Flores, Commissioner Pct. #3
724 N. Breyfogle
Mission, Texas 78572

12. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

13. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

14. 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.

15. 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.

16. Assignment: This Agreement shall not be assignable.

17. 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.

18. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

19. 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.

20. 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.

21. Commitment or Current Revenues Only. In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

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

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF PEÑITAS

By: _____
Hon. Rodrigo "Rigo" Lopez, Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Liberty Road from US83 to Mile 3, a section which is in part within the city limits of Peñitas and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Peñitas, Texas, and Hidalgo County.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

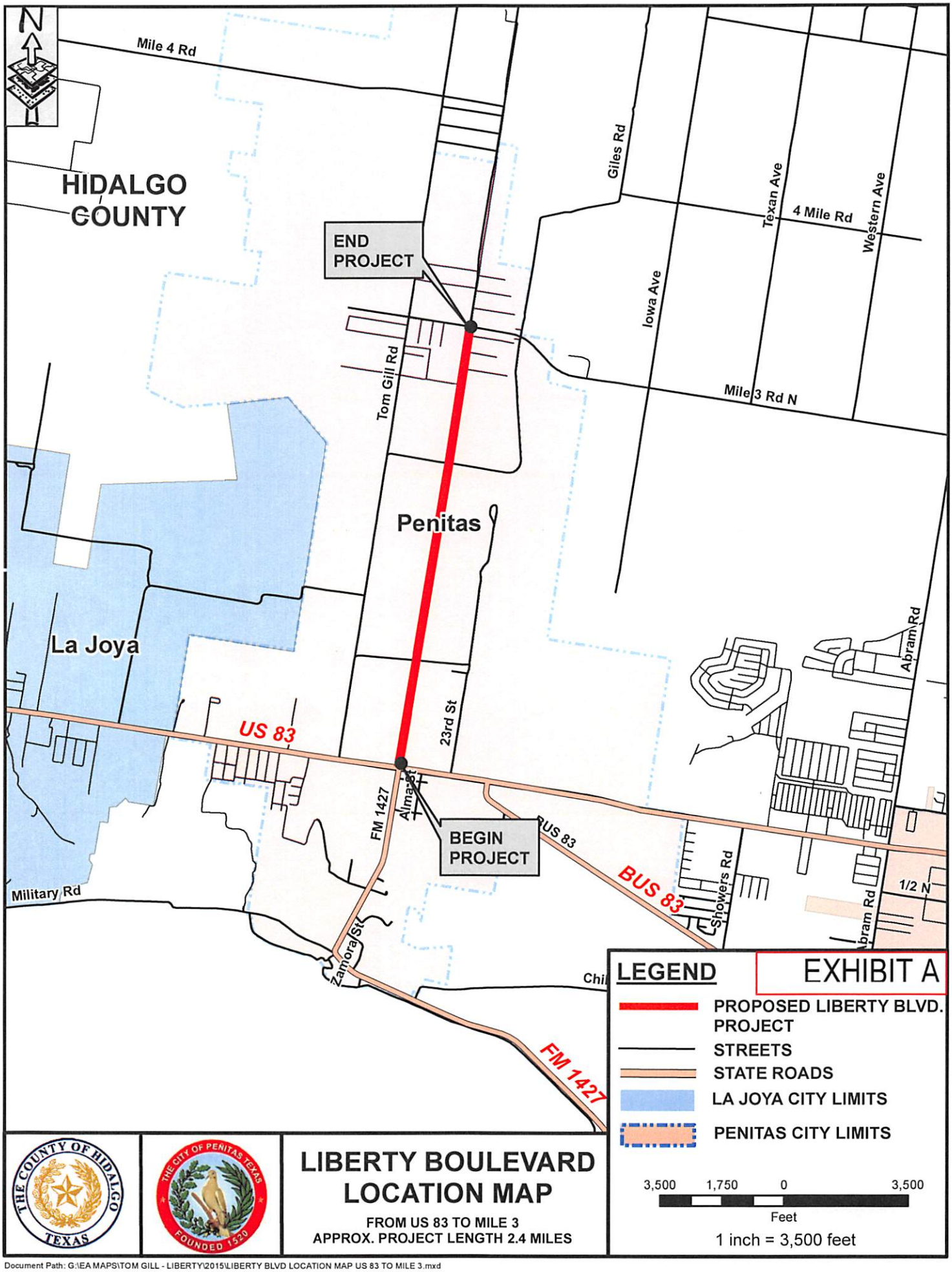
ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP.

By: _____
Stephen L. Crain



Document Path: G:\EA MAPS\TOM GILL - LIBERTY\2015\LIBERTY BLVD LOCATION MAP US 83 TO MILE 3.mxd

EXHIBIT "B"

PUBLIC LAW 109–59—AUG. 10, 2005

SAFE, ACCOUNTABLE, FLEXIBLE, EFFICIENT TRANSPORTATION EQUITY ACT: A LEGACY FOR USERS

Public Law 109–59
109th Congress

An Act

Aug. 10, 2005
[H.R. 3]

To authorize funds for Federal-aid highways, highway safety programs, and transit programs, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users.
Intergovernmental relations.
23 USC 101 note.

SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

(a) SHORT TITLE.—This Act may be cited as the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" or "SAFETEA–LU".

(b) TABLE OF CONTENTS.—The table of contents for this Act is as follows:

Sec. 1. Short title; table of contents.
Sec. 2. General definitions.

TITLE I—FEDERAL-AID HIGHWAYS

Subtitle A—Authorization of Programs

Sec. 1101. Authorization of appropriations.
Sec. 1102. Obligation ceiling.
Sec. 1103. Apportionments.
Sec. 1104. Equity bonus program.
Sec. 1105. Revenue aligned budget authority.
Sec. 1106. Future Interstate System routes.
Sec. 1107. Metropolitan planning.
Sec. 1108. Transfer of highway and transit funds.
Sec. 1109. Recreational trails.
Sec. 1110. Temporary traffic control devices.
Sec. 1111. Set-asides for Interstate discretionary projects.
Sec. 1112. Emergency relief.
Sec. 1113. Surface transportation program.
Sec. 1114. Highway bridge program.
Sec. 1115. Highway use tax evasion projects.
Sec. 1116. Appalachian development highway system.
Sec. 1117. Transportation, community, and system preservation program.
Sec. 1118. Territorial highway program.
Sec. 1119. Federal lands highways.
Sec. 1120. Puerto Rico highway program.
Sec. 1121. HOV facilities.
Sec. 1122. Definitions.

Subtitle B—Congestion Relief

Sec. 1201. Real-time system management information program.

Subtitle C—Mobility and Efficiency

Sec. 1301. Projects of national and regional significance.
Sec. 1302. National corridor infrastructure improvement program.
Sec. 1303. Coordinated border infrastructure program.
Sec. 1304. High priority corridors on the National Highway System.
Sec. 1305. Truck parking facilities.
Sec. 1306. Freight intermodal distribution pilot grant program.
Sec. 1307. Deployment of magnetic levitation transportation projects.

(D) $487,000,000 for fiscal year 2008; and
(E) $389,600,000 for fiscal year 2009.

(11) COORDINATED BORDER INFRASTRUCTURE PROGRAM.—For the coordinated border infrastructure program under section 1303 of this Act—
(A) $123,000,000 for fiscal year 2005;
(B) $145,000,000 for fiscal year 2006;
(C) $165,000,000 for fiscal year 2007;
(D) $190,000,000 for fiscal year 2008; and
(E) $210,000,000 for fiscal year 2009.

(12) NATIONAL SCENIC BYWAYS PROGRAM.—For the national scenic byways program under section 162 of such title—
(A) $26,500,000 for fiscal year 2005;
(B) $30,000,000 for fiscal year 2006;
(C) $35,000,000 for fiscal year 2007;
(D) $40,000,000 for fiscal year 2008; and
(E) $43,500,000 for fiscal year 2009.

(13) CONSTRUCTION OF FERRY BOATS AND FERRY TERMINAL FACILITIES.—For construction of ferry boats and ferry terminal facilities under section 147 of such title—
(A) $38,000,000 for fiscal year 2005;
(B) $55,000,000 for fiscal year 2006;
(C) $60,000,000 for fiscal year 2007;
(D) $65,000,000 for fiscal year 2008; and
(E) $67,000,000 for fiscal year 2009.

(14) PUERTO RICO HIGHWAY PROGRAM.—For the Puerto Rico highway program under section 165 of such title—
(A) $115,000,000 for fiscal year 2005;
(B) $120,000,000 for fiscal year 2006;
(C) $135,000,000 for fiscal year 2007;
(D) $145,000,000 for fiscal year 2008; and
(E) $150,000,000 for fiscal year 2009.

(15) PROJECTS OF NATIONAL AND REGIONAL SIGNIFICANCE PROGRAM.—For the projects of national and regional significance program under section 1301 of this Act—
(A) $177,900,000 for fiscal year 2005;
(B) $355,800,000 for fiscal year 2006;
(C) $444,750,000 for fiscal year 2007;
(D) $444,750,000 for fiscal year 2008; and
(E) $355,800,000 for fiscal year 2009.

(16) HIGH PRIORITY PROJECTS PROGRAM.—For the high priority projects program under section 117 of title 23, United States Code, $2,966,400,000 for each of fiscal years 2005 through 2009.

(17) SAFE ROUTES TO SCHOOL PROGRAM.—For the safe routes to school program under section 1404 of this Act—
(A) $54,000,000 for fiscal year 2005;
(B) $100,000,000 for fiscal year 2006;
(C) $125,000,000 for fiscal year 2007;
(D) $150,000,000 for fiscal year 2008; and
(E) $183,000,000 for fiscal year 2009.

(18) DEPLOYMENT OF MAGNETIC LEVITATION TRANSPORTATION PROJECTS.—For the deployment of magnetic levitation projects under section 1307 of this Act—
(A) $15,000,000 for each of fiscal years 2006 and 2007; and
(B) $30,000,000 for each of fiscal years 2008 and 2009.

(2) by striking "section 1602 of the Transportation Equity Act for the 21st Century." and inserting "such section 1602 or 1702, as the case may be."

(d) AVAILABILITY OF OBLIGATION LIMITATION.—Section 117(g) of such title is amended by inserting after "21st Century" the following: "or section 1102(g) of the SAFETEA–LU, as the case may be".

(e) FEDERAL-STATE RELATIONSHIP.—Section 145(b) of such title is amended—

(1) by inserting after "described in" the following: "section 1702 of the SAFETEA–LU,";

(2) by inserting after "for such projects by" the following: "section 1101(a)(16) of the SAFETEA–LU,"; and

(3) by striking "117 of title 23, United States Code," and inserting "section 117 of this title,".

SEC. 1702. PROJECT AUTHORIZATIONS.

Subject to section 117 of title 23, United States Code, the amount listed for each high priority project in the following table shall be available (from amounts made available by section 1101(a)(16) of this Act) for fiscal years 2005 through 2009 to carry out each such project:

Highway Projects
High Priority Projects

No.	State	Project Description	Amount
1	CA	Construct safe access to streets for bicyclists and pedestrians including crosswalks, sidewalks and traffic calming measures, Covina	$400,000
2	CA	Develop and implement ITS master plan in Anaheim	$800,000
3	TN	Improve circuitry on vehicle protection device installed at highway/RR crossing in Athens, TN	$47,200
4	CA	Builds a pedestrian bridge from Hiller Street to the Bay Trail, Belmont	$1,960,000
5	OH	Renovate and expand National Packard Museum and adjacent historic Packard facilities	$2,750,000
6	IL	Land acquisition for the widening of Rt. 47 in Yorkville, IL	$4,000,000
7	NE	Interstate 80 Interchange at Pflug Road, Sarpy County, Nebraska	$1,600,000
8	TX	Construction of Segment #1 of Morrison Road for the City of Brownsville	$1,600,000
9	MI	I–96 at Latson Road Interchange improvements	$4,800,000
10	IL	Preconstruction and Construction of IL 83 at IL 132	$800,000
11	TN	Add third lane on U.S. 27 (State Route 29) for truck-climbing lane and realignment of roadway at Wolf Creek Road to Old U.S. 27 north of Robbins	$4,800,000
12	MI	Reconfiguration of U.S. 31 from the Manistee Bascule Bridge to Lincoln Street in the City of Manistee	$600,000
13	AR	Bentonville, Arkansas—Widen and improve I–540 and SH 102 Interchange	$1,420,000
14	WA	Interstate 5 and 41st Street/Broadway Interchange and Arterial Improvement Project, Everett	$3,180,000

Highway Projects
High Priority Projects—Continued

No.	State	Project Description	Amount
1400	TX	Rehabilitate Yale Street between IH 10 to IH 610	$800,000
1401	CA	Reconstruct Long Beach Blvd. with medians and improve drainage from Palm Ave. to Tweedy Blvd. in Lynwood	$2,400,000
1402	CA	Expand carsharing pilot program to serve low- and moderate-income neighborhoods in the City and County of San Francisco	$1,600,000
1403	FL	Implement Kennedy Boulevard corridor improvements to improve safety in Tampa	$2,000,000
1404	MD	Construct Broadneck Peninsula Trail, Anne Arundel County, Maryland	$1,200,000
1405	MO	Relocation and reconstruction of Rt. MM from Rt. 21 to Rt. 30	$13,744,000
1406	MN	Replace three at-grade highway-railroad crossings with grade-separated crossings adjacent to Winona State University	$473,600
1407	CA	Construct Traffic flow improvements Vincent and Lakes Drive, West Covina	$600,000
1408	CA	Construction of a Lincoln Bypass on SR 65 in Placer County, CA	$2,400,000
1409	KS	Construct highway-rail grade separation from Douglas Avenue to 17th Street North in Wichita, KS	$11,200,000
1410	OH	Conduct Phase II of U.S. Route 68 bypass project in Urbana	$1,840,000
1411	GA	Construct sidewalks and install landscaping, Vienna	$500,000
1412	TX	Extension of FM 1427 in Penitas	$560,000
1413	MD	MD 124, Woodfield Road, from Midcounty Highway to Warfield Road	$1,600,000
1414	CA	Rio Vista Bridge Realignment Study and Street Sign Safety Program	$560,000
1415	CO	SH 121/Bowles Ave. Intersection and Roadway Improvements, Jefferson County Colorado	$1,600,000
1416	NY	Implement Improvements for Pedestrian Safety in Queens County	$600,000
1417	NY	Repair and improve Jericho Turnpike (NYS Hwy 25) and construct streetscapes along the Turnpike in New Hyde Park	$1,600,000
1418	GA	SR 316/SR 20 interchange construction Gwinnett County	$400,000
1419	IL	Construct pedestrian walkways and streetscaping projects in the Village of Western Springs	$3,553,600
1420	WA	SR 518 corridor—Improvements to SR 518–509 interchange and addition of eastbound travel lane on a portion of the corridor	$800,000
1421	CA	Development and construction of improvements to State Route 79 in the San Jacinto Valley	$2,400,000
1422	MN	Construct roadway improvements on the Great River Road on CSAH 10 and CSAH 21, Aitkin County	$5,568,000
1423	WA	Conduct preliminary engineering and EIS for Columbia River Crossing in WA and OR	$7,000,000
1424	NC	Greensboro Signal System Replacement ITS Enhancement Project	$10,000,000

EXHIBIT "B-1"

LLOYD DOGGETT
th District, Texas

COMMITTEE ON
WAYS AND MEANS

SUBCOMMITTEE ON
HEALTH

Congress of the United States
House of Representatives

WASHINGTON OFFICE:
311 Cannon House Office Building
Washington, DC 20515
(202) 225-4865

DISTRICT OFFICES:
311 North 16th Street
McAllen, TX 78501
(956) 687-2271

300 East 8th Street, Suite 961
Austin, TX 78701
(512) 916-5921

E-MAIL: LLOYD.DOGGETT@MAIL.HOUSE.GOV
www.house.gov/doggett/
1-888-918-5921

February 10, 2006

Julian J. Gonzalez
City Administrator
City of Peñitas
PO Box 204
Penitas, Texas 78576

Dear Julian:

Thank you for your recent communication concerning FM 1427 in Peñitas and the Texas Department of Transportation's (TxDot) request that the project description be adjusted for clarification purposes. I understand that TxDot has request that the project description be changed from the "Extension of FM 1427 in Peñitas" to the "Construction of Liberty Blvd through Peñitas." I do not object to this adjustment if it does not alter the project's eligibility for funding and completion.

Please continue to keep me advised of any federal matters on which I may be of assistance.

Sincerely,

Lloyd Doggett

LD:CS

PRINTED ON RECYCLED PAPER

EXHIBIT "C"
LIBERTY ROAD PROJECT
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	Liberty Road
LIMITS:	from US83 to Mile 3
EXISTING ROADWAY SECTION:	40-ft Rural
EXISTING ROW WIDTH:	65' to 100' Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban
PROPOSED ROW WIDTH:	120-FT
ESTIMATED CONSTRUCTION COST	**$10,800,000.00**
LENGTH FOR 4-LANE ROADWAY	2.4 Miles

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*TOTAL ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Assessment with TxDOT	COMPLETED		
Public Involvement for the project (1 Public Meeting)	COMPLETED		
Archeological and Historical Research	COMPLETED		
Engineering Technical Support at Public Mtgs with Layouts etc	COMPLETED		
Schematic	COMPLETED		
Hydrological Map	COMPLETED		
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	COMPLETED		
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	COMPLETED		
Update Schematic based on FIELD SURVEYS and ROW Map as provided by City of Peñitas and provide to TxDOT/County for EA update w/ FHWA	COMPLETED		
Engineering Technical Support at Public Hearing with Layouts etc	COMPLETED		
Public Involvement and Public Hearing	COMPLETED		
SUB-TOTAL		**$ -**	**$ -**
Work Authorization No. 1			
PHASE II - ROW Map, Surveys, PS&E			
Complete ROW Map (Estimated 24 Parcels)	100%	$ 91,200.00	$ 91,200.00
Field Surveys for Design and Construction	100%	$ 115,200.00	$ 115,200.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 756,000.00	$ 756,000.00
Permanent and Temporary Signal Designs	100%	$ 37,500.00	$ 37,500.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	$ 66,000.00	$ 66,000.00
Geotechnical Soil information and Scour Report for Bridge and Roadway Pav't design	100%	$ 60,000.00	$ 60,000.00
Bridge and Siphon Designs	100%	$ 135,000.00	$ 135,000.00
Permitted Utilities Coordination to adjust	100%	$ 43,200.00	$ 43,200.00
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	$ 129,600.00	$ 129,600.00
SUB-TOTAL		**$ 1,433,700.00**	**$ 1,433,700.00**
PHASE III - ROW Acquisition and Construction Oversight			
Right-of-Way Costs - Acq.Services @ (est.24 Parcels)	100%	$ 331,200.00	$ 331,200.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 162,000.00	$ 162,000.00
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
Estimated Roadway Right-of-Way Costs	20%	$ 250,000.00	$ 50,000.00
COMPENSABLE UTILITY COSTS	20%	$ 1,033,000.00	$ 206,600.00
Right-of-Way State Division Review and Oversight	100%	$ 6,000.00	$ 6,000.00
ROADWAY CONSTRUCTION COST	1.2%	$ 10,800,000.00	$ 129,600.00
TxDOT/LPA Construction Inspection (11%)	1.2%	$ 1,188,000.00	$ 14,256.00
SUB-TOTAL		**$ 13,959,200.00**	**$ 1,088,656.00**
TOTAL		**$ 15,392,900.00**	**$ 2,522,356.00**

Work Authorization No. 1	**FY 16**	**$ 1,986,300.00**	**NOT ISSUED**

TOTAL ESTIMATED LPA COST:	**$ 2,522,356.00**	16%
TOTAL ESTIMATED PROJECT COST :	**$ 15,392,900.00**	
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATION(S):	**$ 536,056.00**	

8/21/2015

AI-51402 **Precinct #4** **23. A.**

CC - REGULAR

Meeting Date: 09/29/2015

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

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

Department: COMM. PCT. #4

Information

CAPTION

Requesting authority for title reports for the County owned portion at Hillcrest Memorial Cemetery within Hidalgo County Precinct No. 4 Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-339

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

BUDGETARY IMPACT:

Req # 283941, amount available as of 9-17-15 $900.00 for SOUTH TEXAS LAND INVESTIGATIONS

Attachments

Cemetery Property Proposal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/16/2015 02:44 PM
Manuel Chapa	Manuel Chapa	09/17/2015 10:21 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Veronica Lopez		Started On: 09/16/2015 02:21 PM
Final Approval Date: 09/25/2015		

Hidalgo County Pct#4
SEP 10 2015
Edinburg, Texas 78542

QUOTE

SOUTH TEXAS LAND INVESTIGATIONS
3111 WEST FREDDY GONZALEZ DRIVE
EDINBURG, TEXAS 78539
PHONE (956) 383-4951
FAX (956) 383-5443
stxland.lopez@gmail.com

PROPOSAL

September 1, 2015

Mr. José Ochoa, Right of Way Agent
HIDALGO COUNTY PRECINCT NO. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

RE: "CEMETERY PROPERTY"

In connection with your request and in reference to the attached survey plat **SOUTH TEXAS LAND INVESTIGATIONS** proposes to prepare **Two (2) Title Reports** covering:

TRACT I:
A tract of land **100 feet wide** by **375 feet**, containing **(0.86) acres of land**, more or less, out of **Lot No. Fifteen (15), Section No. Two Hundred Forty-Six (246), out of the TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY.**

TRACT II:
A tract of land containing **(5.0) acres of land**, more or less, out of **Lot No. Fifteen (15), Section No. Two Hundred Forty-Six (246), out of the TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY** in Hidalgo County, Texas.

In accordance with our contract with **THE COUNTY OF HIDALGO**, the **our fee per Title Report is $450.00 each,** or a **Total of $900.00** for both.

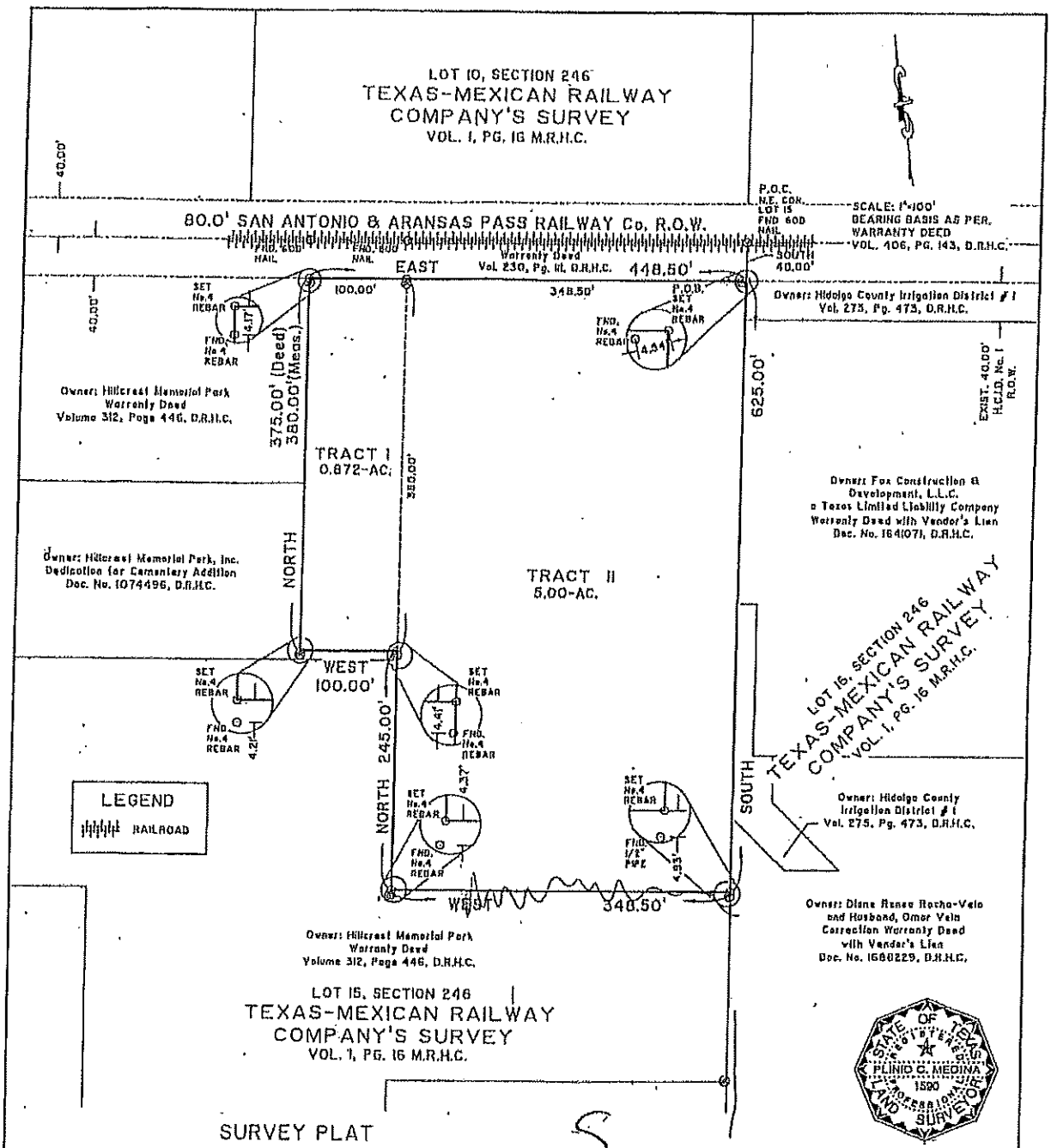
Should you need any additional information, please do not hesitate to call me at your earliest convenience.

Pct # 1014
Req #283941
PO #

SOUTH TEXAS LAND INVESTIGATIONS

JORGE A. LOPEZ/TITLE EXAMINER

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU !
"EXCELLENCE IS NOT A SKILL, IT IS AN ATTITUDE"



SURVEY PLAT
OF
A 5.872-ACRE TRACT OF LAND, COMPRISED OF TWO (2) TRACTS
TRACT I: A 0.872-ACRE TRACT OUT OF LOT 15, SECTION 246
TRACT II: A 5.00-ACRE TRACT OUT OF LOT 15, SECTION 246, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY
HIDALGO COUNTY, TEXAS,
VOLUME 1, PAGE 16, M.R.H.C.

PLINIO C. MEDINA R.P.L.S. No. 1590

DATE: 02-04-08

Any certification expressed or implied herein is invalid without the original signature and seal of Plinio C. Medina. Alteration of this document, except by a licensed land surveyor is illegal.
This plat was prepared without the benefit of a title research.

I, Plinio C. Medina, hereby certify that this survey was performed on the ground under my supervision and, that this survey correctly represents the facts found at the time of the survey.

FLOOD ZONE ☐ A ☐ AO ☐ C ■ X ☐ AH ☐ B ☐ D ☐ OTHER	Community-Panel No.: 480338 0020 E	County: Hidalgo	City: EDINBURG	State: TX
	Map Revised: JUNE 8, 2000			

Description: Flood Zone "X" - Areas of 500-year flood; areas of 100-year flood with average depths less than one (1) foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.

Client:	Mailing Address:	County:	City:	Zip Code:	State:
HIDALGO COUNTY	2012 S. BUSINESS HIGHWAY 281	HIDALGO	EDINBURG	78539	TX

Job No.: SUR08.005	Date: 02-04-08	FB: 500	PG: 40	Drawn By: NML	CHECKED BY: PCM

R. Gutierrez Engineering Corp. • 130 E. Park Ave. • Pharr, Tx. • (956) 782-2557

AI-51230 **Budget and Management** **24. A.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Public hearing on the 2016 Proposed Budget as per Texas Local Government Code 111.067.
2. Discussion, consideration, and action on changes and corrections to the 2016 Proposed Budget.
3. Approval to set salaries, allowances, and other compensation for Fiscal Year 2016, effective the first full pay period of 2016.
4. Approval of revised Law Enforcement Pay Plan Schedules.
5. Adoption of the 2016 Annual Budget at the Departmental Level.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

SS

SS-jail

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/04/2015 04:54 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Merlen P. Munoz Started On: 09/04/2015 08:14 AM

Final Approval Date: 09/25/2015

LAW ENFORCEMENT PAY PLAN
SALARY SCHEDULE
[Effective January 1, 2016]

POSITION RANK	Probationary	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Years in Rank		1	3	4	5	8	10	13	15	17	20
Years in Step		2	1	1	3	2	3	2	2	3	
Communications Officer		$34,893	$35,765	$36,301	$36,846	$37,399	$37,960	$38,529	$39,107	$39,694	$40,289
Communications Supervisor		$40,700	$41,718	$42,344	$42,979	$43,624	$44,278	$44,942	$45,616	$46,300	$46,995
Deputy Sheriff/Constable	$39,985	$44,577	$45,691								
Senior Deputy Sheriff/Constable		$49,822	$51,068	$51,834	$52,612	$53,401	$54,202	$55,015	$55,840	$56,678	$57,528
Sergeant		$59,795	$61,290	$62,209	$63,142	$64,089	$65,050	$66,026	$67,016	$68,021	$69,041
Chief Deputy Constable I		$62,784	$64,354	$65,319	$66,299	$67,293	$68,302	$69,327	$70,367	$71,423	$72,494
Lieutenant/Chief Deputy Constable II		$66,267	$67,924	$68,943	$69,977	$71,027	$72,092	$73,173	$74,271	$75,385	$76,516

INCENTIVE PAY PROGRAM:

Education Pay:

	Annual	Monthly	Bi-Weekly
Associate's Degree	$1,200.00	$100.00	$46.15
Bachelor's Degree	$1,500.00	$125.00	$57.69
Master's Degree	$1,800.00	$150.00	$69.23
Doctoral Degree	$2,100.00	$175.00	$80.77

Certification Pay:

	Annual	Monthly	Bi-Weekly
Intermediate	$600.00	$50.00	$23.08
Advance	$1,200.00	$100.00	$46.15
Masters	$1,800.00	$150.00	$69.23
Civil Process	$1,200.00	$100.00	$46.15

Assignment Pay:

	Annual	Monthly	Bi-Weekly
Level I	$1,800.00	$150.00	$69.23
Level II	$2,100.00	$175.00	$80.77

COMMAND STAFF:

	Annual
Chief Deputy	$94,672
Division Chief	$82,237
Captain	$73,715
Detention Captain	$62,374

NOTE:

1. All covered employees, excluding Command Staff will advance in their salary range based on completion of the necessary years of service for each step, subject to funding by Commissioners' Court.
2. Communications Officer and Supervisor ranks are exclusive to the Hidalgo County Sheriff's Office only.
3. Command Staff are on a single rate schedule and are exclusive to the Hidalgo County Sheriff's Office only.
4. Assignment Pay is exclusive to Senior Deputy Sheriff ranks; Officers under the Constable's Offices are not eligible for assignment pay offered under this Salary Schedule.
5. Civil Process Certification Pay is exclusive to Officers under the Constable's Office.
6. Constable Precincts with 8-12 Deputies are authorized one (1) Sergeant Position; Constable Precincts with 12 or more Deputies are authorized two (2) Sergeant Positions. Maximum two (2) Sergeant Positions per precinct. Chief Deputy Constable II rank is exclusive to Constable Precincts with 12 or more Deputies.

HIDALGO COUNTY SHERIFF'S OFFICE - JAIL
SALARY SCHEDULE
[Effective: January 1, 2016]

POSITION RANK	Probationary	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Years in Rank		1	2	3	4	5	6	8	12	16	20
Years in Step		1	1	1	1	1	2	4	4	4	
Detention Officer	$31,013	$32,305	$33,436								
Senior Detention Officer		$35,536	$36,780	$38,067	$39,399	$40,778	$42,205	$44,315	$48,747	$53,622	$58,984
Detention Sergeant		$39,090	$40,458	$41,874	$43,340	$44,857	$46,427	$48,748	$53,623	$58,985	$64,884
Detetion Lieutenant		$42,999	$44,504	$46,062	$47,674	$49,343	$51,070	$53,624	$58,986	$64,885	$71,374

INCENTIVE PAY PROGRAM:

Education Pay:

	Annual	Monthly	Bi-Weekly
Associate's Degree	$1,200.00	$100.00	$46.15
Bachelor's Degree	$1,500.00	$125.00	$57.69
Master's Degree	$1,800.00	$150.00	$69.23
Doctoral Degree	$2,100.00	$175.00	$80.77

Certification Pay:

	Annual	Monthly	Bi-Weekly
Intermediate	$600.00	$50.00	$23.08
Advance	$1,200.00	$100.00	$46.15
Masters	$1,800.00	$150.00	$69.23

Assignment Pay:

	Annual	Monthly	Bi-Weekly
Level I	$1,800.00	$150.00	$69.23
Level II	$2,100.00	$175.00	$80.77

NOTE:

1. All covered employees will advance in their salary range based on completion of the necessary years of service for each step, subject to funding by Commissioners' Court.
2. Assignment Pay is exclusive to Senior Detention Officer ranks.

AI-51231 **Budget and Management** **24. B.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consideration and approval of order setting the 2015 Hidalgo County Tax Rates:
1. Total Maintenance and Operations Tax Rate (0.5225 cents per $100 valuation)
2. Total Debt Service Tax Rate (0.0675 cents per $100 valuation)
3. Total Ad Valorem Tax Rate (0.5900 cents per $100 valuation)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Order

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	09/23/2015 10:57 AM
Budget & Management	Veronica Ortiz	09/24/2015 08:16 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Merlen P. Munoz		Started On: 09/04/2015 08:17 AM
Final Approval Date: 09/25/2015		

ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY ADOPTING TAX RATE FOR THE 2015 TAX YEAR

STATE OF TEXAS §
COUNTY OF HIDALGO §

WHEREAS, the Commissioners Court having had two public hearings on the proposed tax rate, one on September 1st, 2015 and the second on September 15th, 2015;

WHEREAS, the Commissioners Court, having first adopted its budget for fiscal year 2016, now desires to establish a tax rate to support the 2016 budget; and

WHEREAS, it is necessary to levy the ad valorem taxes on each $100 valuation of all taxable property in Hidalgo County for 2015 tax year, which will be due no later than January 31, 2016.

NOW THEREFORE, on the motion duly made, seconded and adopted BE IT ORDERED by the Commissioners Court that an ad valorem tax of $0.5225 for each $100 valuation of all taxable property for maintenance and operations is hereby adopted for the 2015 tax year;

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

BE IT FURTHER ORDERED, there is hereby adopted for the 2015 tax year an ad valorem tax of $0.0675 for each $100 valuation of all taxable property for debt service and to provide sinking funds and to pay interest on the outstanding debt issuance which include both bond issues and certificate(s) of obligation;

BE IT FURTHER ORDERED, that the two components of the County tax rate for the 2015 tax year result in a total County tax rate of $0.5900 for each $100 valuation of all taxable property.

PASSED, APPROVED, ADOPTED, SIGNED AND ORDERED this 29th day of September, 2015.

_____
Ramon Garcia, County Judge

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

_____
Joe M. Flores, County Commissioner, Pct. 3

_____
Eduardo Cantu, County Commissioner, Pct. 2

_____
Joseph Palacios, County Commissioner, Pct. 4

_____
ATTEST: Arturo Guajardo, Jr., County Clerk

AI-51532 **Budget and Management** **24. C.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Raul Sesin, DRAINAGE DISTRICT

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: DRAINAGE DISTRICT

Information

CAPTION

Concurrence and approval of Hidalgo County Regional Mobility Authority/TxDOT Roadway Improvement project: CSJ:0220-01-023 US 281 (Military Road) And BSIF Connector.

BACKGROUND

Fiscal Impact

Attachments

email
plans

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 09:38 AM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Monica Badillo Started On: 09/24/2015 10:23 AM

Final Approval Date: 09/25/2015

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

Agenda Item No. 51529

From : Jaime Salazar <jaime.salazar@hcdd1.org> Thu, Sep 24, 2015 10:17 AM

Subject : Agenda Item No. 51529 1 attachment

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Cc : Nora Cavazos <nora.cavazos@hcdd1.org>

Hi Monica, will you please move the above referenced agenda item. As per Mr. Sesin this item needs to be placed on the Counties agenda as well.

Please let me know.

Thank you,

Jaime Salazar
Buyer
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5811
Fax:(956)292-7089
jaime.salazar@hcdd1.org

Jaime Signature.fw.png
136 KB

100% SUBMITTAL

US 281 MILITARY ROAD

INDEX DATA
SHEET ON PAGE 2

FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____

CONTRACTORS NAME: _____

CONTRACTORS ADDRESS: _____

LETTING DATE: _____

DATE WORK BEGAN: _____

DATE WORK COMPLETED: _____

DATE OF ACCEPTANCE: _____

HCRMA DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS :

PILAR RODRIGUEZ, P.E. DATE
EXECUTIVE DIRECTOR

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

COUNTY HIDALGO PROJ. NO.
HWY. NO. US 281 LETTING DATE
DATE ACCEPTED

DATE: 7/15/2015 11:20:21 AM
FILE: c:\projectwise\dannenbaum-hcrma\workdir\jose.vasquez\dms28863\SH365_0033_TITLEBORD.dgn

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLANS OF PROPOSED ROADWAY IMPROVEMENT

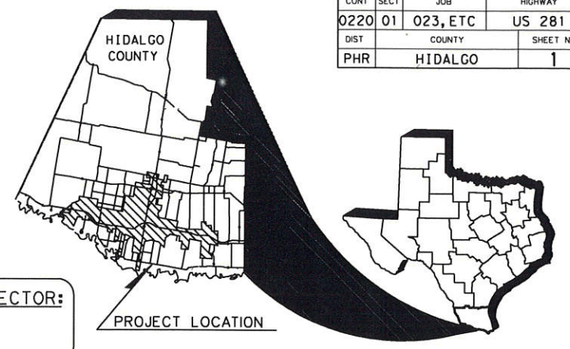
CSJ : 0220 - 01 - 023, ETC.

FEDERAL AID PROJECT NO. US 281: CBI 1502(587)

FEDERAL AID PROJECT NO. BSIF CONNECTOR: CC 921-2-337

US 281 (MILITARY ROAD) AND BSIF CONNECTOR

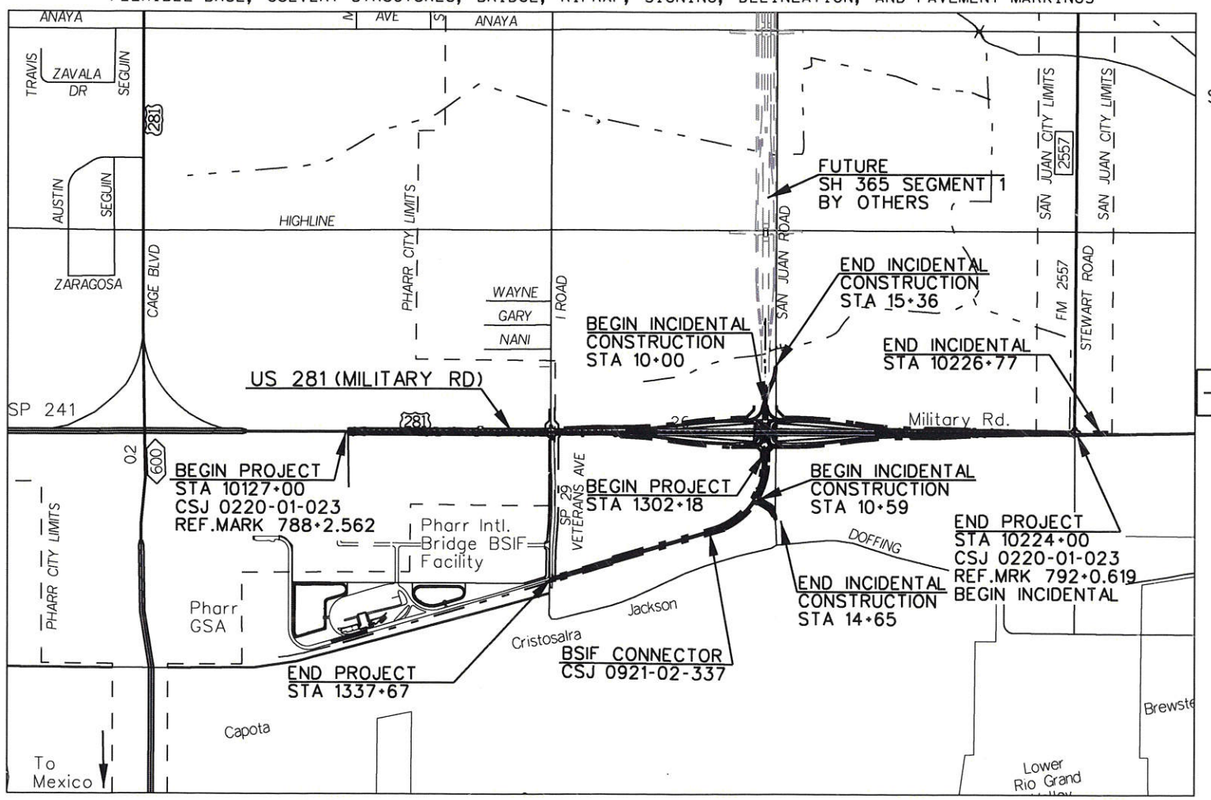
FEDERAL AID PROJECT NO.			
US281: CBI1502(587) BSIF CONNECTOR: CC921-2-337			
CONT	SECT	JOB	HIGHWAY
0220	01	023, ETC	US 281
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		1



PROJECT LENGTH: US 281	LIMITS: US 281 (MILITARY RD)	PROJECT LENGTH: BSIF CONNECTOR	LIMITS FOR BSIF CONNECTOR:
ROADWAY: 9408 FT = 1.78 Mi. BRIDGE: 292 FT = 0.06 Mi. TOTAL: 9700 FT = 1.84 Mi.	FROM: 0.47 MILES EAST OF SP 600 US 281 (SOUTH CAGE BLVD) TO: FM 2557 (SOUTH STEWART ROAD)	ROADWAY: 3549 FT = 0.67 Mi. BRIDGE: 0 FT = 0.00 Mi. TOTAL: 3549 FT = 0.67 Mi.	FROM: US 281 (MILITARY RD) TO: SP 29 (VETERANS RD)

CONSTRUCTION Of WIDENING TO 4 LANE DIVIDED URBAN, ETC.

CONSISTING OF GRADING, CONCRETE PAVEMENT, ASPHALT, LIME TREATED SUBGRADE, FLEXIBLE BASE, CULVERT STRUCTURES, BRIDGE, RIPRAP, SIGNING, DELINEATION, AND PAVEMENT MARKINGS



SCALE: 1"=1 MI.

LEGEND
CITY LIMITS

LOCAL ENTITIES		
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CONCURRENCE :	NAME	DATE : TITLE
CITY OF PHARR CONCURRENCE :	NAME	DATE : 7-16-15 TITLE: Mayor
HIDALGO COUNTY IRRIGATION DISTRICT #2 CONCURRENCE :	NAME	DATE : 9/8/15 TITLE: General Mgr.
HIDALGO COUNTY JUDGE CONCURRENCE :	NAME	DATE : TITLE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
1109 NOLANA LOOP, STE 280 MCALLEN, TX 78504 (956) 682-3677

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

PROJECT DATA

DESIGN SPEED:
45 mph - BSIF Connector ~ STA.1302+18 TO STA.1337+67
60 mph - US 281 ~ STA.10127+00 TO STA.10224+00

REGISTERED ACCESSIBILITY SPECIALIST (RAS) TDLR INSPECTION NOT REQUIRED

ADT
2015 - 28,600
2035 - 39,600

FUNCTION CLASS
BSIF CONNECTOR ~ LOCAL CONNECTOR
US 281 ~ PRINCIPAL ARTERIAL

BRIDGE
STA. 10180+85.92 TO STA. 10183+77.92

EXCEPTIONS: NONE
RAILROAD CROSSINGS: NONE
EQUATIONS: NONE

RECOMMENDED FOR LETTING : 07-15-15	DANNENBAUM PMC PROJECT MANAGER	RECOMMENDED FOR LETTING : 7/29/15 TxDOT DISTRICT ENGINEER
SUBMITTED FOR LETTING : 07-15-15	TEDSI PROJECT ENGINEER	APPROVED FOR LETTING : 7-16-15 HCRMA EXECUTIVE DIRECTOR
SUBMITTED FOR LETTING : 7/29/15	TxDOT ADVANCED PLANNING/ PROJECT MANAGEMENT SUPERVISOR	

AI-51525 **Budget and Management** **24. D.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of Governmental Entity Resolution and Equipment Lease-Purchase Agreement No. 2721296 between Caterpillar Financial Services Corporation and Hidalgo County for the lease-purchase of two (2) CT660 Trucks for Pct. 4 Sanitation with authority for the County Judge to sign all related documents for financing purposes.

BACKGROUND

Buy Board Contract #430.13

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-124-001-0-780

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

BUDGETARY IMPACT:

Funds available pending approval of AI-51530.

Attachments

agreement

test

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	09/25/2015 05:00 PM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Merlen P. Munoz		Started On: 09/24/2015 08:24 AM
Final Approval Date: 09/25/2015		

2015 Capital Lease Versus Operating Lease Test

Tab	CC Date	Dept No.	Install Date	Serial Number	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Mo.'s	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)	% Interest
										1	2	3a	3b	4a	4b		
1	1/20/2015				Court At Law #7	269529	DIR-1674	MP C4503	$127.84	N	N	48	60	$6,136.32	$5,103.00	Capital Lease	
2	3/3/2015	130			Elections	269560	DIR-1674	MP 7502SP	$300.57	N	N	48	60	$14,427.36	$11,999.00	Capital Lease	
3	3/17/2015	90	CANCELLED	UPGRADED	Dist Clk for 449th	270914	DIR-1674	MP 5002SP	$155.83	N	N	36	60	$5,609.88	$5,109.00	Capital Lease	6.174
4	3/17/2015	90	CANCELLED	UPGRADED	Dist Clk for 430th	270914	DIR-1674	MP 5002SP	$155.83	N	N	36	60	$5,609.88	$5,109.00	Capital Lease	6.174
5	3/17/2015	90	CANCELLED	UPGRADED	Dist Clk Basement	270914	DIR-1674	MP 5002SP	$155.83	N	N	36	60	$5,609.88	$5,109.00	Capital Lease	6.174
6	3/17/2015	110			Public Affairs	272271	DIR-1674	MP C4503	$148.37	N	N	48	60	$7,121.76	$5,923.00	Capital Lease	
7	3/17/2015	110	4/24/2015		Public Affairs	268578	DIR-1664	3051ci	$136.72	N	N	36	60	$4,921.92	$5,889.00	Operating Lease	
8	3/31/2015	124			PCT #4	272864	DIR-1674	MPC5503	$223.31	N	N	48	60	$10,718.88	$8,915.00	Capital Lease	9.344
9	5/5/2015	125			County Courthouse	277960	407-12	Mailing System	$929.00	N	N	60	60	$55,740.00	$45,953.04	Capital Lease	7.874
10	5/19/2015	240			Human Services	275489	DIR-1674	MP7502SP	$359.02	N	N	36	60	$12,924.72	$11,771.00	Capital Lease	
12	5/19/2015	90			Dist Clk for 449th	275806	DIR-1674	MP5054SP	$188.42	N	N	36	60	$6,783.12	$6,054.00	Capital Lease	
13	5/19/2015	90			Dist Clk for 430th	275806	DIR-1674	MP5054SP	$188.42	N	N	36	60	$6,783.12	$6,054.00	Capital Lease	
14	5/19/2015	90			Dist Clk Basement	275806	DIR-1674	MP5054SP	$188.42	N	N	36	60	$6,783.12	$6,054.00	Capital Lease	
15	5/19/2015	160			PURCHASING DEPT		ADD ON	MPC4503	$3.38	N	N	44	60	$148.72	ADD ON	to Capital Lease	
16	6/2/2015	210			PLANNING DET.	276500	DIR-1674	MP5054SP	$133.79	N	N	48	60	$6,421.92	$5,341.00	Capital Lease	9.346
17	6/2/2015	210			PLANNING DET.	276500	DIR-1674	MP5054SP	$133.79	N	N	48	60	$6,421.92	$5,341.00	Capital Lease	9.346
18	6/2/2015	210			PLANNING DET.	276500	DIR-1674	MP5054SP	$133.79	N	N	48	60	$6,421.92	$5,341.00	Capital Lease	9.346
19	6/2/2015	210			PLANNING DET.	276500	DIR-1674	MP5054SP	$133.79	N	N	48	60	$6,421.92	$5,341.00	Capital Lease	9.346
11	6/16/2015				County Court Law 8	276415	DIR-1674	MPC4503	$155.64	N	N	36	60	$5,603.04	$5,103.00	Capital Lease	
20	6/19/2015	67			JP 4 PL 1	277984	DIR-1674	MP5054	$133.69	N	N	48	60	$6,417.12	$5,337.00	Capital Lease	9.346
21	6/19/2015	60			JP 2 PL 2	278768	DIR-1674	MP3354SO	$126.70	N	N	48	60	$6,081.60	$5,058.00	Capital Lease	9.345
22	9/1/2015	65			JP 3 PL 1	279095	DIR-3041	MPC4503	$169.10	N	N	48	60	$8,116.80	$6,500.53	Capital Lease	11.345
23	9/1/2015	370			Veteran's	279991	DIR-3041	MPC4503	$181.74	N	N	48	60	$8,723.52	$7,005.29	Capital Lease	11.201
24	9/1/2015	85			Public Defender	281576	DIR-3041	MPC4503	$145.36	N	N	48	60	$6,977.28	$5,552.47	Capital Lease	8.449
25	9/29/2015	291			Constable Pct. 1	284038	DIR-3041	MPC2503	$127.51	N	N	48	60	$6,120.48	$4,840.17	Capital Lease	12.020
26	10/13/2015				District Attorney		DIR-TSO-3043	MP5054SP (4)	$147.41	N	N	48	60	$7,075.68	$5,594.17	Capital Lease	
27	10/13/2015				District Attorney		DIR-TSO-3043	MP5054SP (10)	$176.80	N	N	48	60	$8,486.40	$6,767.52	Capital Lease	
28	10/13/2015	380			Agriilfe Extension	284199	DIR-TSO-3043	WC7835 PT	$162.01	N	N	36	60	$5,832.36	$6,192.36	Capital Lease	13.750
29	10/28/2015	124			PCT #4			2-Holt-CAT CT660	$4,001.14	Y	Y	84	84	$336,095.76	$306,048.48	Capital Lease	2.690
30														$0.00			
31														$0.00			

AI-51433 **Budget and Management** **24. E. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Const Pct4 CCP59 (1231):
Approval of 2015 appropriation of funds for Const Pct4 CCP59 in the amount of $8,000.00 to
fund court costs & investigations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1231-421-00-294-003-0-831

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $8,000.00 to fund court costs & investigations.

Funding available in 1231 Fund Balance as of 9/22/15.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/18/2015 11:52 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Patricia Ramos		Started On: 09/17/2015 02:41 PM
Final Approval Date: 09/25/2015		

DATE: September 17, 2015

2015
Appropriation
AI-51433

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Const Pct4 CCP59**

ACCOUNT NUMBER: 5-1231-421-00-294-003-0-XXX

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

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
5-1231-421-00-294-003-0- 831	Const Pct4 CCP59-	Court Costs & Investigations	8,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**8,000.00**

REASON: To appropriate funding for invoices received from District Clerk's Office.
Monies to be taken from the unassigned fund balance for Fund 1231 (Acct # 5-1231-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-51507 **Budget and Management** **24. E. 2.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

A. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of equipment to the Hidalgo County Drainage District No.1.
B. Approval of 2015 appropriation of funds into Precinct 3 Road Maintenance in the amount of $185,285.16.
C. Approval of 2015 appropriation of funds into SOA1339-Pct 3 Liberty/T. Gill in the amount of $6,637.86.

BACKGROUND

Pending approval of certification of revenues from the Auditor's Office

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Appropriate funds into Pct 3 Rd. Maint.

FISCAL YEAR: 2015 **ACCT. #:** 5-1303-431-00-123-100-0-721

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

BUDGETARY IMPACT:

Appropriate funds into SOA1339-Pct 3.

Attachments

FUND 1200 APPROPRIATION
FUND 1303 APPROPRIATION
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/23/2015 04:34 PM

Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Merlen P. Munoz		Started On: 09/23/2015 11:38 AM
Final Approval Date: 09/25/2015		

DATE: September 29, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **PCT 3 Rd Maint**

ACCOUNT NUMBER: 5-1200-431-00-123-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-123-005-0- 721	PCT 3 RD MAINT.	ROADS	100,000.00
5-1200-431-00-123-005-0- 751	PCT 3 RD MAINT.	MACHINERY & EQUIPMENT	85,285.16
5-1200-392-10-123-000-0- 000	*R&B Pct 3-*	*Sale of Capital Assets*	*185,285.16*
		TOTAL BUDGET INCREASE (DECREASE)	**185,285.16**

REASON: To appropriate funding into operating expenditures for Pct 3. Appropriation of revenues received from the sale of equipment to DD#1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: September 29, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **PCT 3 Rd Maint**

ACCOUNT NUMBER: 5-1303-431-00-123-100-0-721

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1303-431-00-123-100-0- 721	SOA1339-PCT 3 LBRTY	ROADS	6,637.86
5-1303-392-00-000-000-0- 000	*SOA1339*	*SALE OF CAPITAL ASSETS*	*6,637.86*
		TOTAL BUDGET INCREASE (DECREASE)	**6,637.86**

REASON: To appropriate funding into operating expenditures for Pct 3. Appropriation of revenues received from the sale of equipment to DD#1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 28, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR.

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from proceeds of the sale of equipment to the Hidalgo County Drainage District No. 1, in the amount of $191,923.02. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

Total revenue will be split between funds 1200 and 1303 as indicated below:

Fund 1200	$ 185,285.16
Fund 1303	$ 6,637.86

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/28/15
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-51507 **Budget and Management** **24. E. 2.**
CC - REGULAR
Meeting Date: 09/29/2015
Submitted For: Rey Salazar, BUDGET & MANAGEMENT
Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

A. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of equipment to the Hidalgo County Drainage District No.1.
B. Approval of 2015 appropriation of funds into Precinct 3 Road Maintenance in the amount of $185,285.16.
C. Approval of 2015 appropriation of funds into SOA1339-Pct 3 Liberty/T. Gill in the amount of $6,637.86.

BACKGROUND

Pending approval of certification of revenues from the Auditor's Office

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Appropriate funds into Pct 3 Rd. Maint.

FISCAL YEAR: 2015 **ACCT. #:** 5-1303-431-00-123-100-0-721
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Appropriate funds into SOA1339-Pct 3.

Attachments

FUND 1200 APPROPRIATION
FUND 1303 APPROPRIATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/23/2015 04:34 PM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Merlen P. Munoz		Started On: 09/23/2015 11:38 AM
Final Approval Date: 09/25/2015		

DATE: September 29, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **PCT 3 Rd Maint**

ACCOUNT NUMBER: 5-1200-431-00-123-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-123-005-0-	721	PCT 3 RD MAINT.	ROADS	100,000.00
5-1200-431-00-123-005-0-	751	PCT 3 RD MAINT.	MACHINERY & EQUIPMENT	85,285.16
5-1200-392-10-123-000-0-	*000*	*R&B Pct 3-*	*Sale of Capital Assets*	*185,285.16*
			TOTAL BUDGET INCREASE (DECREASE)	**185,285.16**

REASON: To appropriate funding into operating expenditures for Pct 3. Appropriation of revenues received from the sale of equipment to DD#1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: September 29, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **PCT 3 Rd Maint**

ACCOUNT NUMBER: 5-1303-431-00-123-100-0-721

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1303-431-00-123-100-0- 721	SOA1339-PCT 3 LBRTY	ROADS	6,637.86
5-1303-392-00-000-000-0- 000	*SOA1339*	*SALE OF CAPITAL ASSETS*	*6,637.86*
		TOTAL BUDGET INCREASE (DECREASE)	**6,637.86**

REASON: To appropriate funding into operating expenditures for Pct 3. Appropriation of revenues received from the sale of equipment to DD#1.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY, TEXAS

Item Qty	Asset No.	FA Function	Accounting Fund No	Fund Acronym	Reporting Fund No	CAT	DIV	Acq Date	Modified 1/2 Year Convention	County Guide Description	Asset Description	Ending Hist Cost 2014	Per PIS S/B	Useful Life Months	2015 Additions	2015 Deletions
1	48908	3	1203	SR	2			03 03 09	2009		2009 JD 200DLC-EXCAVATOR	202,888 52	10	120	-	-
1	48907	3	1203	SR	2			03 03 09	2009		2009 JOHN DEERE 750J CRAWLER	260,324 38	10	120	-	-
1	49059	3	1339	GO	3			05 12 09	2009		BOOM W ARM CYCL&PLUMBING 200D	24,840 31	7	84	-	-
1	49060	3	1339	GO	3			05 12 09	2009		ARM W BUCKET CYL&LINKAGE 200D	14,206 62	7	84	-	-
1	49061	3	1339	GO	3			05 12 09	2009		BUCKET 48" HD 200D	7,418 07	7	84	-	-
											Total Depreciation Schedule	-				
												509,677.90				

Funding Source

9-1203-431-00-123-049-0-742
9-1203-431-00-123-049-0-742
9-1339-431-00-123-049-0-748
9-1339-431-00-123-049-0-748
9-1339-431-00-123-049-0-748

DEPRECIATION SECTION

Ending Hist Cost 2015	Residual Value=10%	Depr Base	Estimated Life Yrs	Yearly Depreciation Expense	Prior Years of Usage PY - 2013	Years (Excess) or Pending Useful Life	Depreciation Factor [1 (OR) 0]	Ending Accum Depr 2014	Current Depreciation 8/31/15	Accum Depr Deletions 2015	Ending Accum Depr 8 31 15	Current Book Value Sub-Total 8-31-15
202,888 52	20,288 85	182,599 67	10	18,259 97	7	3	1	108,559 80	12,173 31	-	121 733 11	81 155 41
260,324 38	26,032 44	234,291 94	10	23,429 19	7	3	1	140,575 17	15,619 46	-	156,194 63	104 129 75
24,840 31	2,484 03	22,356 28	7	3,193 75	7	-	1	19,162 52	2,129 17	-	21,291 69	3,548 62
14,206 62	1,420 66	12,785 96	7	1,826 57	7	-	1	10,959 39	1,217 71	-	12 177 10	2 029 52
7,418 07	741 81	6,676 26	7	953 75	7	-	1	5,722 51	635 83	-	6,358 35	1,059 72
								289,979 39	**31,775.48**	-	**317,754 88**	**191,933 02**
509,677.90	**50,967.79**	**458,710.11**		**47,663.23**								

DISPOSITIONS

[1 (or) 0]	Final Disp Proceeds 2015	Gains 2015	Losses 2015
0	-	-	-
0	-	-	-
0	-	-	-
0	-	-	-
0	-	-	-

TOTALS

Current Book Value 08/31 2015
81 155 41
104 129 75
3 548 62
2 029 52
1 059 72
191,933 02

185,285 16 5-1200-392-10-123-000-0-000 R&B PCTJ-SALE OF CAPITAL ASSETS
6 637 86 5-[illegible] GEN FUND-SALE OF CAPITAL ASSETS
191,923 02

1303 - 392

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

Receipt No: 190566

Received From: HIDALGO CO. DRAINAGE DIST. #1 PCT. 3 Date 09/16/15

1	020074	R&B PCT.3-SALE OF CAPITAL ASSETS	5-1200-392-10-123-000-0-000	185,285.16
2	020074	GEN FUND-SALE OF CAPITAL ASSETS	5-1100-392-10-000-000-0-000	6,637.86

Total: **191,923.02**

Check Total	191,923.02
Cash Total	.00
Credit Total	.00
Other Total	.00

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HIDALGO COUNTY DRAINAGE DISTRICT #1
902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 020074

Check Date	Check No.	Amount
09/15/15	000017675	$191,923.02

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the General Fund

PAY

****One Hundred Ninety One Thousand Nine Hundred Twenty Three and 02/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY GENERAL FUND
C/O
NORMA GARCIA, COUNTY TREASURER
EDINBURG, TX 78539

Pay the above stated amount to the order of the payee named.

Norma G. Garcia COUNTY TREASURER

Lora Brown FINANCIAL OFFICER

⑈000017675⑈ ⑆114911687⑆ ⑈7101584⑈

ayee HIDALGO COUNTY GENERAL FUND 000017675
Account #: 09/15/2015

Invoice	Description	Amount
CT 3 EQUIP	PURCHASE FROM PCT 3 EQUIPMENT_BOD APPROVAL 9-1-15	$191,923.02

$185,285.16 5.1200.392.10.123.000.0.000 R&B PCT. 3 - Sale of Capital Assets

$6,637.86 5.1100.392.10.000.000.0.000 Gen Fund - Sale of Capital Assets

$191,923.02

Total : $191,923.02

Payee HIDALGO COUNTY GENERAL FUND 000017675
Account #: 09/15/2015

Invoice	Description	Amount
PCT 3 EQUIP	PURCHASE FROM PCT 3 EQUIPMENT_BOD APPROVAL 9-1-15	$191,923.02

Total : $191,923.02

Zimbra **noraann.delossantos@co.hidalgo.tx.us**

Re: Hidalgo Co. Drainage District #1 Check

From : Nora Ann De Los Santos <noraann.delossantos@co.hidalgo.tx.us>

Wed, Sep 16, 2015 C

1 att

Subject : Re: Hidalgo Co. Drainage District #1 Check

To : Becky Luna <becky.morales@auditor.co.hidalgo.tx.us>

Thank You So Much Becky!
Will do!

Have a great afternoon!!

From: "Becky Luna" <becky.morales@auditor.co.hidalgo.tx.us>
To: "Nora Ann De Los Santos" <noraann.delossantos@co.hidalgo.tx.us>, "becky luna" <becky.luna@auditor.co.hidalgo.tx.us>
Cc: "Nereyda Gonzalez" <nereyda.gonzalez@auditor.co.hidalgo.tx.us>
Sent: Wednesday, September 16, 2015 11:45:30 AM
Subject: RE: Hidalgo Co. Drainage District #1 Check

Nora,

Please using the following account numbers

185,285.16 5-1200-392-10-123-000-0-000 R&B PCT3-SALE OF CAPITAL ASSETS

6,637.86 5-1100-392-10-000-000-0-000 GEN FUND-SALE OF CAPITAL ASSETS

191,923.02

Becky Luna
Becky Luna
Director of Accounting
Hidalgo County Auditor's Office
2808 South Business Highway 281
Edinburg, TX 78539-6243
Phone: (956) 318-2511 ext. 4669
Fax: (956) 318-2577
becky.luna@auditor.co.hidalgo.tx.us

CONFIDENTIALITY NOTICE

Subject: Journal Entry

JE - 153639

DATE: 9/22/2015

PREPARED BY: NEREYDA J. GONZALEZ

REVIEWED BY: BL 9/22/15

3368

DUPLICATE

ACCOUNT NAME	ACCOUNT NO.	DEBIT	CREDIT
GEN FUND-SALE OF CAPITAL ASSETS	5-1100-392-10-000-000-0-000	6,637.86	
DUE FROM TO SALE OF CO ASSETS	5-1100-130-01-000-303-0-000		6,637.86
DUE FROM TO GENERAL FUND	5-1303-130-01-000-100-0-000	6,637.86	
SOA1339-SALE OF CAPITAL ASSETS	5-1303-392-00-000-000-0-000		6,637.86
TOTAL		13,275.72	13,275.72

To correct part of receipt 190566 (9/16/2015). The County entered into an agreement with Drainage District for the sale of five assets as described in attached backup. Two of the assets sold to DD#1 were purchased with fund 1339-Certificates of Obligation Series 2009; therefore, the proceeds of the sale should have been credited to fund 1303. This entry will correct the receipt and record the revenue in fund 1303.

COR A190566 ASSETS SALE TO DD1 S/CR ~~1303~~ EQUIP SOLD 2 F1303

09/15

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

Receipt No: 190566

Received From: HIDALGO CO. DRAINAGE DIST. #1 PCT. 3 Date 09/16/15

1	020074	R&B PCT.3-SALE OF CAPITAL ASSETS	5-1200-392-10-123-000-0-000	185,285.16
2	020074	GEN FUND-SALE OF CAPITAL ASSETS	5-1100-392-10-000-000-0-000	6,637.86
			Total:	191,923.02

slh been receipted in account 5-1303-392-00-000-000-0-000

Check Total	191,923.02
Cash Total	.00
Credit Total	.00
Other Total	.00

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HIDALGO COUNTY DRAINAGE DISTRICT #1

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 020074

Check Date	Check No.	Amount
09/15/15	000017675	$191,923.02

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County Texas at its term meeting indicated above and is to be paid out of the General Fund

PAY

****One Hundred Ninety One Thousand Nine Hundred Twenty Three and 02/100 Dollars

TO THE ORDER OF
HIDALGO COUNTY GENERAL FUND
C/O
NORMA GARCIA, COUNTY TREASURER
EDINBURG, TX 78539

Pay the above stated amount to the order of the payee named

Norma G. Garcia COUNTY TREASURER

Lora Brown FINANCIAL OFFICER

⑈000017675⑈ ⑆114911687⑆ ⑈7101584⑆

ayee HIDALGO COUNTY GENERAL FUND

000017675
09/15/2015

Account #:

Invoice	Description	Amount
CT 3 EQUIP	PURCHASE FROM PCT 3 EQUIPMENT_BOD APPROVAL 9-1-15	$191,923.02

$185,285.16 5.1200.392.10.123.000.0.000 R&B PCT. 3 - Sale of Capital Assets

$6,637.86 5.1100.392.10.000.000.0.000 Gen Fund - Sale of Capital Assets

$191,923.02

Total : $191,923.02

Payee HIDALGO COUNTY GENERAL FUND

000017675
09/15/2015

Account #:

Invoice	Description	Amount
CT 3 EQUIP	PURCHASE FROM PCT 3 EQUIPMENT_BOD APPROVAL 9-1-15	$191,923.02

Total : $191,923.02

Zimbra **noraann.delossantos@co.hidalgo.tx.us**

Re: Hidalgo Co. Drainage District #1 Check

From : Nora Ann De Los Santos <noraann.delossantos@co.hidalgo.tx.us>

Wed, Sep 16, 2015 C

1 att

Subject : Re: Hidalgo Co. Drainage District #1 Check

To : Becky Luna <becky.morales@auditor.co.hidalgo.tx.us>

Thank You So Much Becky!
Will do!

Have a great afternoon!!

From: "Becky Luna" <becky.morales@auditor.co.hidalgo.tx.us>
To: "Nora Ann De Los Santos" <noraann.delossantos@co.hidalgo.tx.us>, "becky luna" <becky.luna@auditor.co.hidalgo.tx.us>
Cc: "Nereyda Gonzalez" <nereyda.gonzalez@auditor.co.hidalgo.tx.us>
Sent: Wednesday, September 16, 2015 11:45:30 AM
Subject: RE: Hidalgo Co. Drainage District #1 Check

Nora,

Please using the following account numbers

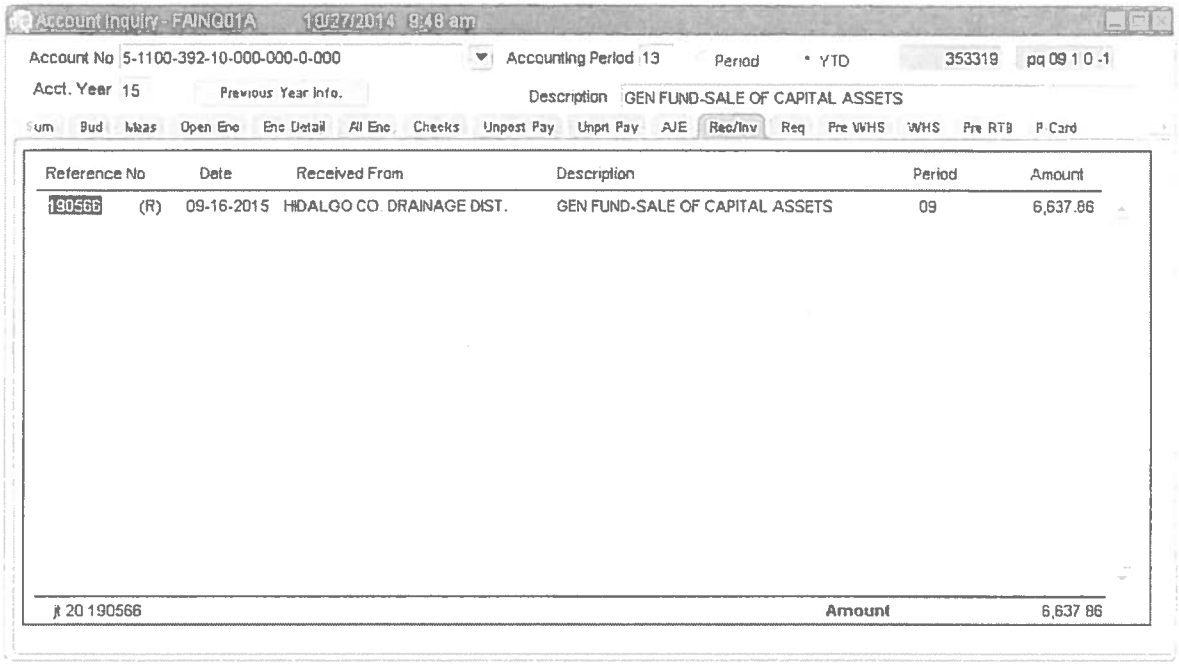
185,285.16 5-1200-392-10-123-000-0-000 R&B PCT3-SALE OF CAPITAL ASSETS

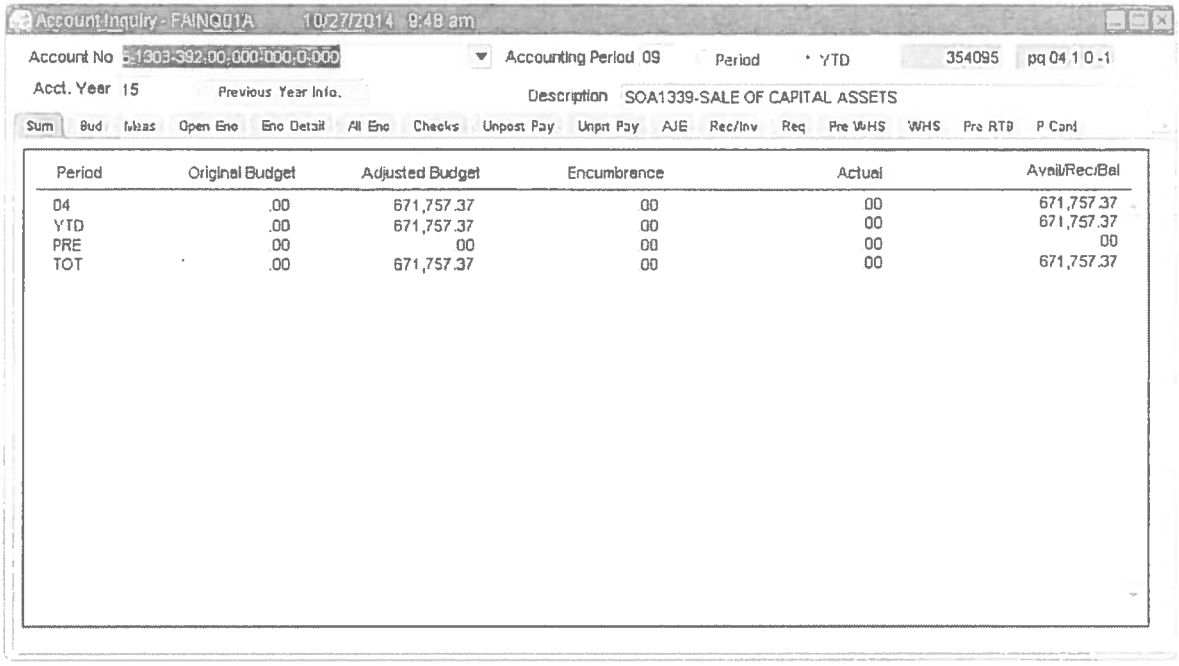
6,637.86 5-1100-392-10-000-000-0-000 GEN FUND-SALE OF CAPITAL ASSETS

191,923.02

Becky Luna
Becky Luna
Director of Accounting
Hidalgo County Auditor's Office
2808 South Business Highway 281
Edinburg, TX 78539-6243
Phone. (956) 318-2511 ext. 4669
Fax: (956) 318-2577
becky.luna@auditor.co.hidalgo.tx.us

CONFIDENTIALITY NOTICE


Account Inquiry - FAINQ01A 10/27/2014 9:48 am
Account No 5-1100-392-10-000-000-0-000
Accounting Period 13
Period • YTD
353319
pg 09 1 0 -1
Acct. Year 15
Previous Year Info.
Description GEN FUND-SALE OF CAPITAL ASSETS
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay AJE Rec/Inv Req Pre WHS WHS Pre RTS P Card
Reference No Date Received From Description Period Amount
190566 (R) 09-16-2015 HIDALGO CO. DRAINAGE DIST. GEN FUND-SALE OF CAPITAL ASSETS 09 6,637.86
jt 20 190566
Amount
6,637 86



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
04	.00	671,757.37	00	00	671,757.37
YTD	.00	671,757.37	00	00	671,757.37
PRE	00	00	00	00	00
TOT	.00	671,757.37	00	00	671,757.37

		HIDALGO COUNTY TEXAS														DEPRECIATION SECTION												DISPOSITIONS				TOTALS
Bsn Cty	Asset No.	FA Functn	Accounting Fund No	Fund Assn.	Reg ml Fun d No	C AT	DI V	Acq Date	Modified Y/T Tax Convntn	Clsn fy Cod e Descr	Asset Description	Ending Inst Cost 2014	Per FIS 5/6	Useful Life Months	2015 Additions	2015 Deletions	Ending Inst Cost 2015	Renewal Value=10%	Depr. Base	Estimat ed Life Yrs	Yearly Depreciation Expense	Prior Years of Usage PY - 2013	Years (Excess) or Pending Useful Life	Depreciation Factor (1 YOR) 0)	Ending Accum Depr 2014	Current Depreciation 8/31/15	Accum Depr Deletions 2015	Ending Accum Depr 8/31/15	Current Book Value Sub-Total 8/31/15	(1 yes) 0)	Final Disp Proceeds 2015	Costs 2015	Losses 2015	Current Book Value 08/31/2015
1	48906	3	1203	GR	2			03/03/05	2003	2003 JO 200DLG-EXCAVATOR		292 866.52	10	120	-	-	292 866.52	29 286.65	182 593.87	10	18 259.39	7	3	1	109 533.60	12 173.31	-	121 733.11	61 133.41	0	-	-	-	61 133.41
1	48907	3	1203	GR	2			03/03/05	2003	2003 JOHN DEERE 75LU CRAWLER		283 334.38	28 333.44	254 731.54	10	23 429.18	7	3	1	140 575.17	15 619.46	-	156 194.63	184 129.75	0	-	-	-	184 129.75
1	49058	3	1339	GO	3			05/12/09	2009	BOOM W/HYDR CYCLE PLUMBING 200D		24 643.31	3 464.33	21 354.28	7	3 193.75	7	-	1	18 162.52	2 179.17	-	21 291.63	3 548.63	0	-	-	-	3 548.63
1	49059	3	1339	GO	3			05/12/09	2009	ARM W/BUCKET CYLS&LINKAGE 200D		14 205.82	1 420.58	12 785.96	7	1 825.57	7	-	1	10 950.39	1 217.75	-	12 177.13	2 829.53	0	-	-	-	2 829.53
1	49064	3	1339	GO	3			05/12/09	2009	BUCKET 48" HD 200D		7 418.07	741.81	6 676.26	7	953.75	7	-	1	5 722.51	635.83	-	6 358.35	1 059.72	0	-	-	-	1 059.72
										Total Depreciation Schedule		-													295 974.39	31 175.49	-	317 354.88	191 933.82	-				191 933.82
												589 877.30					589 877.30	34 967.79	459 710.11		47 683.33											

AI-50996 **Purchasing Department**

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Gabriel Navarro, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Texas Local Government Code, 263.151, discussion and approval to declare as "surplus" as detailed in Exhibit "A" including establishing of a total fair market value in the amount of $

B. Acceptance and approval by Hidalgo County Commissioners Court evidenced by an "ORDER" authorizing the sale of certain personal property (as described in attachments herein) to Hidalgo County Drainage District No. 1 for the amount approved as the fair market value.

C. Requesting authority to remove said assets listed on Exhibit "A" (attached hereto) from the Hidalgo County inventory list after finalizing the sale of equipment to Drainage District #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact to be indentified through DBM. However, the result should be revenue to the county.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
	Gabriel Navarro	08/20/2015 09:29 AM

Form Started By: Gabriel Navarro Started On: 08/20/2015 09:29 AM

ORDER NO. _____

AN ORDER OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AUTHORIZING THE PURCHASE OF THE EQUIPMENT FROM THE COUNTY OF HIDALGO AND APPROVING OTHER MATTERS INCIDENT THERETO.

WHEREAS, THE COUNTY OF HIDALGO (the "County") and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (the "District") have previously entered into various inter-local agreements for the purpose of undertaking joint improvement to and maintenance of the County's storm drainage facilities; and

WHEREAS, the County desires to sell certain equipment and machinery which is listed in Exhibit "A" attached hereto to the District for its use in further improving and maintaining the County's storm drainage facilities in the District; NOW THEREFORE,

BE IT RESOLVED:

ARTICLE I

APPROVAL; DESCRIPTION; PURCHASE PRICE; OTHER TERMS

1.1. Approval. The purchase of the equipment is hereby approved.

1.2 Description. The equipment is described in Exhibit "A" attached hereto.

1.3 Amount, Purpose, and Authorization. The purchase price for the Equipment is the amount of ONE HUNDRED NINETY ONE THOUSAND NINE HUNDRED TWENTY-THREE AND 02/100 DOLLARS ($191,923.02) payable in cash upon delivery.

1.4 Purchase Rights. The District shall be entitled to full title and all ownership interests in the Equipment.

1.5 Consummation of Purchase. At closing or delivery, the County shall deliver to District such deeds, titles, termination statements, bills of sale and other documents and instruments as District shall reasonably require to evidence the transfer of all right, title and interest of the County in such Equipment to District free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the County.

ARTICLE II

COVENANTS OF THE DISTRICT

2.1 Use of Equipment. The District shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, including the tax exempt Treasury Regulations and will not dispose of the Equipment without issuance of an opinion by the District's bond counsel to the effect that the disposition will not affect the District's or the County's designation of its debt obligations a tax-exempt.

2.2. Warranties. Except for representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the Equipment, all of which are hereby assigned to the District, the County has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment described in Schedule for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the District, at is sole expense.

2.3. Inspection, Acceptance and Written Notice of Defects. Immediately, or as soon as practicable to provide time for testing, upon receipt and installation of the Equipment, the District shall inspect the Equipment. Unless the District gives the County written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed, as between the County and the District, that the District has fully inspected and acknowledged that the Equipment is in good condition and repair, has been properly installed and is performing satisfactorily, and that the District is satisfied with and has accepted the Equipment in such good condition and repair.

ARTICLE III

MISCELLANEOUS

3.1. Further Proceedings. The Chairman of the Board and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Agreement.

3.2. Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement.

3.3. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the District's governing board at which this Order was adopted was posted at a place convenient and readily accessible at

all times to the general public at the official meeting place of the District for the time required by law preceding this meeting, as required by the Texas Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that this meeting was open to the public as required by law at all times during which this Order and the subject matter thereof were discussed, considered and formally acted upon. The District's governing board further ratifies, approves and confirms such written notice and the contents and posting thereof.

3.4. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency

PASSED AND APPROVED ON _____.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____
Ramon Garcia, Chairman of the Board

ATTEST:

_____
County Clerk

Exhibit A
Equipment Description

HIDALGO COUNTY PURCHASING DEPARTMENT FIXED ASSET DIVISION
PCT. 3 DRAINAGE EQUIPMENT FAIR MARKET VALUE

Heavy Equipment	Co. Asset Tag #	Hist. Cost	As of 08/31/15 Current Book Value	Google Search **Based on Machine Hrs MACHINERY TRADER.COM	Google Search **Based on Machine Hrs CONSTRUCTION EQUIPMENT GUIDE.COM	Company Quotes **Estimated Value DOGGETT JOHN DEERE
2009 JOHN DEER EXCAVATOR 200D	48906	202,888.52	81,155.41	118,000.00	125,000.00	75,000.00
BOOM W/ARM CYCL & PLUMBING 200D	49059	24,840.31	3,548.62	-	-	22,500.00
ARM W/BUCKET CYL & LINKAGE 200D	49060	14,206.62	2,029.52	-	-	-
BUCKET 48" HD 200D	49061	7,418.07	1,059.72	-	-	-
2009 JOHN DEERE DOZER 750J	48907	260,324.38	104,129.75	144,800.00	125,000.00	70,000.00
Total		**509,677.90**	**191,923.02**	**262,800.00**	**250,000.00**	**167,500.00**

Comparing the values between each company and the Book Values we can safely set the fair market for the aforementioned items at $ 262,800.00

Total FMV for Pct 3 Equipment **$ 262,800.00**

8/31/2015

Vote: 5 - 0 - Unanimously
Attachments:
NTS

12. **AI -51154** A. Request acceptance and approval by the Hidalgo County Drainage District No. 1 Board of Directors of an "Order" authorizing the Purchase of certain personal property (as described in attachments herein) from Hidalgo County Pct.3 for the agreed upon book value.

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Request approval of a Budget Amendment from District's un-reserve General Fund in the amount of $220,393.94 for the purchase of equipment from Hidalgo County Pct.3.

Correction from: $220,393.94 to $191,923.02

On motion by BOARD MEMBER PCT. 3, JOE M. FLORES, seconded by BOARD MEMBER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval with **Correction.**

Vote: 5 - 0 - Unanimously
Attachments:
order
County AI#50996_Pct.3 Equipment Sale
purchasing valuations

13. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

No Action taken on this Item.

A. **Real Estate Acquisition**

No Action taken on this Item.

B. **Pending and/or Potential Litigation**

No Action taken on this Item.

14. **Open Session:**

A. **Real Estate Acquisition**

No Action taken on this Item.

B. Pending and/or Potential Litigation

No Action taken on this Item.

15. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

AI-51569 **Budget and Management** **24. F. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Pct 4 Projects (1200):
Approval of 2015 interfund transfer from Co. Wide Adm-Contingency (1100) to various Pct 4 programs (1200) in the amount of $383,000.00 to fund expenditures for the Tower Rd. and Canton Rd. Projects as well as operating expenditures under Rd. Maint.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1X00-XXX-XX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available pending approval of AI-51573

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 04:12 PM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM
Form Started By: Merlen P. Munoz		Started On: 09/25/2015 03:18 PM
Final Approval Date: 09/25/2015		

DATE: September 29, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 4

2015
Interfund Transfer
AI-51569

ACCOUNT NUMBER: **5-1X00-XXX-XX-XXX-XXX-0-XXX**

CONTACT PERSON: Merlen Munoz **PHONE:** (956) 292-7025 ext. 5403

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) 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 (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
5-1100-415-00-115-002-0-	**899**	**Co Wide Adm-**	**Contingency**	**(383,000.00)**
5-1100-491-01-000-200-0-	**891**	**Transfers Out-**	**R & B Fund**	**383,000.00**
TO:				
5-1200-391-01-000-100-0-	**000**	**Transfers In-**	**General Fund**	**383,000.00**
5-1200-431-00-124-007-0-	**626**	**Pct. 4 Rd. Maint.**	**Gasoline**	**75,000.00**
5-1200-431-00-124-007-0-	**430**	**Pct. 4 Rd. Maint.**	**Repair & Maint Services**	**25,000.00**
5-1200-431-00-124-XXX-X-	**XXX**	**Pct. 4**	**Tower Rd**	**47,835.00**
5-1200-431-00-124-XXX-X-	**XXX**	**Pct. 4**	**Canton Rd**	**220,168.00**
5-1200-431-00-125-030-0-	**899**	**CW Adm-**	**Contingency**	**14,997.00**
		TOTAL BUDGET INCREASE (DECREASE)		**-**

REASON: To assist Pct 4 with operating expenditures as well as Tower Rd and Canton road projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-51386 **Budget and Management** **24. F. 2.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 4 Recovery Project (1100):
Approval of 2015 interfund transfer from Pct# 4 Curry Rd. program 160 (1200) to Doolittle Recovery Project program 162 (1100) in the amount of $26,150.24

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1200-431-00-124-160-0-610

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

BUDGETARY IMPACT:

Funding available as of 9-15-15

Attachments

Interfund Pct 4

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	09/17/2015 10:25 AM
Budget & Management	Veronica Ortiz	09/17/2015 02:04 PM
Auditor's Office	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Manuel Chapa Started On: 09/15/2015 04:06 PM

Final Approval Date: 09/25/2015

DATE: September 16, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management
for - PCT#4 - Recovery Project

ACCOUNT NUMBER: 5-1X00-43X-00-124-16X-0-610

2015
Transfer

AI# 51386

CONTACT PERSON: Manuel Chapa **PHONE:** 292-7025 ext. 5760

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) 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 (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
5-1200-431-00-124-160-0- 610	**PCT4 CURRY ROAD PROJECT-GENERAL SUPPLIES**	**(26,150.24)**
5-1200-391-01-000-100-0- 000	**Transfers In**	**(26,150.24)**
TO		
5-1100-491-01-000-200-0- 891	**Transfers Out**	**(26,150.24)**
5-1100-432-00-124-162-0- 610	**PCT4 DOOLITTLE RECOVERY PROJECT-GEN SUPP**	**26,150.24**
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:

Transfer needed to fund Pct 4 Recovery Project Expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-51266 **Purchasing Department** **25. A. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation by HC Health Insurance Consultant, **Gary Looney** [from Brown & Brown Lone Star Insurance Service d/b/a Alamo Insurance Group] with recommendation to HC Commissioners Court to exercise and approve the option to renew and extend the final year [as permitted under contract] with BCBS of Texas and Dearborn for life insurance for: **"Third Party Administration, Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment"** .

B. Approval of 2016 medical plan premiums.

BACKGROUND

Consultant will provide renewal terms rates as part of his presentation to Commissioners' Court.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2201-415-00-115-010-0-350

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

BUDGETARY IMPACT:

FISCAL YEAR: 2016 **ACCT. #:** 6-2201-415-00-115-010-0-524

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

BUDGETARY IMPACT:

Attachments

E-14-412-09-23-AGREEMENT

A

report

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	09/17/2015 02:00 PM
Budget & Management	Veronica Ortiz	09/17/2015 02:01 PM
Glinda Pacheco	Glinda Pacheco	09/23/2015 09:23 AM
Auditor's Office	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Yolanda Velasquez Started On: 09/08/2015 02:39 PM

Final Approval Date: 09/25/2015

Renewal Addendum to Benefit Program Application ("ASO BPA")
Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "HCSC"

Employer Account Number (6-digits): 021185
Employer Group Number(s): 021185
Section Number(s): ALL
Employer Name: Hidalgo County
Renewal Addendum Effective Date: 01/01/2015
ERISA Plan: Yes ☐ No ☒ **If Yes, ERISA Plan Year:** N/A

THIS ADDENDUM is incorporated into and made a part of the ASO Benefit Program Application ("ASO BPA") last entered into between the parties as of this Renewal Addendum's Effective Date and the corresponding Administrative Services Agreement ("Agreement"), currently in effect between the parties. This Addendum is intended to renew the foregoing as of the above noted Renewal Addendum Effective Date of Coverage and, except as modified and amended and/or re-attested herein pursuant to this renewal, the provisions, conditions and terms of such ASO BPA and Agreement shall remain in full force and effect.

PAYMENT SPECIFICATIONS:	☐ **No Changes**	☐ **See Additional Provisions**	
Employer Payment Method:	☐ Online Bill Pay	☒ Electronic	☐ Check
Employer Payment Period:	☒ Weekly *(cannot be selected if Check is selected as payment method above)*		
☐ Twice-Monthly	☐ Monthly	☐ Other (please specify):	
Claim Settlement Period:	☒ Monthly	☐ Other (please specify):	
Run-Off Period:	Employer Payments are to be made for 12 months following end of Fee Schedule Period.		
Final Settlement:	Final Settlement is to be made within 60 days after end of Run-Off Period.		

FEE SCHEDULE PERIOD:	☐ **No Changes**	☐ **See Additional Provisions**
To begin on Renewal Addendum Effective Date and continue for:		
☒ 12 Months	☐ Other (please specify):	Months

Administrative Per Employee per Month (PEPM) Charges

Product / Service	**PPO**			
Base Administrative Charge (Medical)	**$37.18**	$_____	$_____	$_____
Prescription Drug Rebate Credit*	**$-6.17**	$_____	$_____	$_____
Select From List	$_____	$_____	$_____	$_____
Select From List	$_____	$_____	$_____	$_____
Select From List	$_____	$_____	$_____	$_____
Other: Select Service Category List Service: _____	$_____	$_____	$_____	$_____
Other: Select Service Category List Service: _____	$_____	$_____	$_____	$_____
Other: Select Service Category List Service: _____	$_____	$_____	$_____	$_____
Other: Select Service Category List Service: _____	$_____	$_____	$_____	$_____
Miscellaneous: _____	$_____	$_____	$_____	$_____
Miscellaneous: _____	$_____	$_____	$_____	$_____

Total	**$31.01**	**$_____**	**$_____**	**$_____**

*Prescription Drug Rebate Credit per Covered Employee per month is the guaranteed Prescription Drug Rebate savings reflected as a Prescription Drug Rebate credit. Expected rebate amounts to be received by the Claim Administrator are passed back to the Employer with one hundred percent (100%) of the expected amount applied as a credit on the monthly billing statement on a per Covered Employee per month basis. Rebate credits are paid prospectively to the Employer and shall not continue after termination of the Prescription Drug Program. (Further information concerning this credit is included in the governing Administrative Services Agreement to which this ASO BPA is attached under the section titled "CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS.")

Administrative Line Item Charges	**Frequency**	**Amount**
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	$_____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	$_____
	Total:	$_____

Dental: _____	$	$	$	$
Total	$	$	$	$
Note: Additional services and/or fees may be itemized in the "Miscellaneous" fields above or in the Additional Comments section below				

TERMINATION ADMINISTRATIVE CHARGE:		☐ **No Changes**	☐ **See Additional Provisions**	
Product / Service				
Medical Run-Off Administrative Charge	**$13.44**	$	$	$
Other: _____	$	$	$	$

Dental Run-Off Administrative Charge	$	$	$	$
Other: _____	$	$	$	$

OTHER PROVISIONS:

1. Summary of Benefits & Coverage:
   a) Claim Administrator will create Summary of Benefits & Coverage (SBC)?

   ☒ Yes. If yes, please answer question b. The SBC Addendum is attached.

   ☐ No. If No, then the Employer acknowledges and agrees that the Employer is responsible for the creation and distribution of the SBC as required by Section 2715 of the Public Health Service Act (42 USC 300gg-15) and SBC regulations (45 CFR 147.200), as supplemented and amended from time to time, and that in no event will the Claim Administrator have any responsibility or obligation with respect to the SBC. The Claim Administrator is not obligated to respond to or forward misrouted calls, but may, at its option, provide participants and beneficiaries with Employer's contact information. A new clause (e) is added to Subsection C. in the Additional Provisions as follows: "(e) the SBC". (Skip question b.)

b). Claim Administrator will distribute Summary of Benefits & Coverage (SBC) to participants and beneficiaries?

☒ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.

☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.

☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is $1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.

2. EHB Election:

Employer elects EHBs based on the following:

☐ 1. EHBs based on a HCSC state benchmark:

☐ Illinois ☐ Oklahoma
☐ Montana ☒ Texas
☐ New Mexico

☐ 2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX

If so, indicate the state's benchmark that Employer elects: ___

☐ 3. Other EHB, as determined by Employer.

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Texas benchmark plan.

3. Claim Administrator's Third Party Recovery Vendor:

It is understood and agreed that in the event the Claim Administrator's Third Party Recovery Vendor makes a recovery on a claim, the Employer will pay no more than 25% of any recovered amount.

ADDITIONAL PROVISIONS:

Admin fees include $1.80 per employee per month commission.
Includes Standard Blue Care Connection

A. Grandfathered Health Plans: Employer shall provide Claim Administrator with written notice prior to renewal (and during the plan year, at least 60 days advance written notice) of any changes that would cause any benefit package of its group health plan(s) (each hereafter a "plan") to not qualify as a "grandfathered health plan" under the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of administrative services. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any plan's grandfathered health plan status or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and part of the BPA and Agreement, and Employer represents and warrants that such Form is true, complete and accurate.

B. Retiree Only Plans, Excepted Benefits and/or Self-Insured Nonfederal Governmental Plans: If the BPA includes any retiree only plans, excepted benefits and/or self-insured nonfederal governmental plans (with an exemption election), then Employer represents and warrants that one or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of administrative services. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's exempt plan status.

C. Employer shall indemnify and hold harmless Claim Administrator and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquires or actions, settlements or judgments brought or asserted against Claim Administrator in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any plan's design (including but not limited to any directions, actions and interpretations of the Employer), (d) any provision of inaccurate information, (e) the SBC, and/or (f) selection of employer's EHB benchmark for the purpose of ACA. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of administrative services.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of administrative services between the parties.

Employer acknowledges and agrees that unless a change is indicated on this Renewal Addendum, Employer's instructions, acknowledgements and agreements in the ASO BPA and the Agreement (both as defined above) shall remain in full force and effect.

Tita Iruegas	Ramiro Marcos
Authorized BCBSTX Representative	Signature of Authorized Purchaser
AE 09/25/2014	
Title Date	Title
956-581-5615 / 312-540-3104	
BCBSTX Telephone and Fax numbers	Date
Alberto Trevino / Roberto Ramirez Jr	
Agent Representative *(if applicable)*	
09/25/2014	
Date	
956-781-7771 / 956-783-1137	
Agent Phone & Fax Numbers	
Ocarrasco03@aol.com / rr@puroaseguro.com	
Agent Email Address	
454785551/455689870	
Tax I.D. No.	

Approved by Commissioners' Court on 9-23-14 RC

BlueCross BlueShield of Texas

APPLICATION FOR STOP LOSS COVERAGE

Employer Group Name: Hidalgo County
Employer Group Address: 2818 South Business HWY 83
City: Edinburg **State of Situs:** TX **Zip Code:** 78539
Account Number: 021185
Employer Group Number(s): 021185
Effective Date of Policy 01/01/2015
Policy Period: These specifications are for the Policy Period commencing on 01/01/2015 and ending on 12/31/2015

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application for Stop Loss Coverage (herein called the "Application") is superseded in whole or in part by a later executed Application.

A. Aggregate Stop Loss Insurance: ☐ Yes ☒ No
If yes, complete items 1 through 9 below.

1. ☐ New Coverage ☐ Renewal of Existing Coverage
2. Stop Loss Coverage Period:
   ☐ New Coverage (Select one from below):
      ☐ Standard: Claims incurred and paid during the Policy Period.
      ☐ "Run-in" included: Claims incurred on or after _____ and paid during the Policy Period.
      "Run-in" includes claims paid by Policyholder's prior claim administrator: Yes ☐ No ☐
      If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within 12 months of the Policy Effective Date and paid by the Policyholder's prior claim administrator within 6 months after the Policy Effective Date.
   ☐ Renewal of Existing Coverage:
      Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.
3. Aggregate Stop Loss Insurance shall apply to:
   ☐ Medical Claims
   ☐ Outpatient Prescription Drug Claims
   ☐ Dental Claims
   ☐ Other (please specify): _____

4. Average Claim Value: _____ per Employee

   Attachment Factor: _____% of the Average Claim Value

5. Aggregate Claim Liability and Run-Off Claim Liability Factors

   a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Coverage Units for each Month by the following factors:

      $_____ for each Employee Coverage Unit

      $_____ for each Employee/Family Coverage Unit

      Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

      $_____

   b. Employer's Run-Off Claim Liability shall be calculated by multiplying the sum average of all Coverage Units during each of the three calendar Months immediately preceding termination by the factors shown below. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS, Run-Off Period subsection of the Policy.

      $_____ for each Employee Coverage Unit

      $_____ for each Employee/Family Coverage Unit

      Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

      $_____

6. CAP Arrangement ☐ Yes ☐ No

7. Aggregate Stop Loss Claims

   a. The amount of Paid Claims during the current Policy Period, less:

      i. Individual (Specific) Stop Loss Claims

      ii. Any claims in excess of the Individual (Specific) Stop Loss Claims per Covered Person per Lifetime Maximum

      iii. Any claims in excess of the Individual (Specific) Stop Loss Claims maximum Point of Attachment

      that exceeds the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in Item 5.a. above for the indicated Policy Period.

   b. In the event of termination at the end of a Policy Period, the Final Settlement Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in item 5.b. above. However, for the indicated Policy Period the minimum Aggregate Point of Attachment shall be $_____.

   c. Aggregate Stop Loss Claims shall not exceed a lifetime maximum of _____ for the indicated Policy Period.

8. Premium (Select one):

   ☐ Annual Premium (Due on the first day of the Policy Period): $_____.

   ☐ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by

   $_____ for each Employee Coverage Unit

   $_____ for each Employee/Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

_____

9. The premium is based upon a current membership of _____ Individual Coverage Units and _____ Family Coverage Units.

B. Individual (Specific) Stop Loss Insurance: ☒ Yes ☐ No
If yes, complete items 1 through 6 below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage
2. Stop Loss Coverage Period:
   ☐ New Coverage (Select one from below):
   ☐ Standard: Claims incurred and paid during the Policy Period.
   ☐ "Run-in" included: Claims incurred on or after _____ and paid during the Policy Period
   "Run-in" includes claims paid by Policyholder's prior claim administrator: Yes ☐ No ☐
   If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within _____ months of the Policy Effective Date and paid by the Policyholder's prior claim administrator within _____ months after the Policy Effective Date.
   ☒ Renewal of Existing Coverage:
   Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.
3. Individual (Specific) Stop Loss Insurance shall apply to:
   ☒ Medical Claims
   ☒ Outpatient Prescription Drug Claims
   ☐ Dental Claims
   ☐ Vision Claims
   ☐ Other (please specify): _____
4. Individual (Specific) Stop Loss Claims
   a. For N/A who is identified by the health identification (ID) number N/A, the amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of $N/A. Such amount shall apply for the Policy Period.
   b. For each other Covered Person:
   The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of $250,000 per Covered Person but not to exceed a maximum Point of Attachment of $ Unlimited per Policy Period. Paid Claims in excess of the maximum point of attachment shall not be eligible to satisfy the Aggregate Point of Attachment. Such amount shall apply for the Policy Period.
   c. Covered Person per Lifetime Maximum:
   The Individual (Specific) Stop Loss Claims shall not exceed Unlimited per Covered Person per Lifetime. Paid Claims in excess of the Covered Person per Lifetime Maximum shall not be eligible to satisfy the Aggregate Point of Attachment.
   Point of Attachment ☒ Includes Claim Administrator's Provider Access Fee
   ☐ Excludes Claim Administrator's Provider Access Fee

5. Premium (select one):

☐ Annual Premium (Due on the first day of the Policy Period): $_____.

☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by

$47.58 for each Employee Coverage Unit

$ _____ for each Employee/Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

$_____

6. The premium is based upon a current membership of 2370 Individual Coverage Units and 1357 Family Coverage Units.

Additional Provisions:

_____

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Application the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer Group shall be referred to as the "Policyholder."

Tita Iruegas
Sales Representative

Lynn Mori
Name of Underwriter

Ramon Garcia
Signature of Authorized Purchaser

County Judge
Title of Authorized Purchaser

11-20-14
Date

INTERNAL USE ONLY	Date Application approved by Underwriting:

Approved by Commissioners' Court on 9-23-14 RU

BlueCross BlueShield of Texas

Account Name:	Hidalgo County	Account Number:	021185	Renewal Date:	01/01/2015

Grandfathered Health Plan Form

The Affordable Care Act (ACA) provides that a group health plan in which an individual was enrolled on March 23, 2010, (ACA's date of enactment) may be a "grandfathered health plan." Grandfathered health plans are not subject to certain ACA provisions.

By default, our group renewal offer(s) reflect a non-grandfathered health plan design. **This Grandfathered Health Plan Form must be signed by the group representative and returned to our offices at least 10 days prior to your renewal effective date in order to change your renewal(s) to a grandfathered health plan design.** If a plan is modified to a non-grandfathered health plan design on its effective date, it cannot later revert back to a grandfathered health plan design.

Complete the information on page 2 of this form to indicate whether your existing plan(s) qualify as grandfathered health plan(s) under the Affordable Care Act and related regulations. **Check all that apply** for *only* the benefit plan(s) in effect that qualify for and that you wish to be administered with a grandfathered health plan design. This information needs to be provided for all benefit plans in effect. This information needs to be provided for all benefit plans in effect.

For more information on grandfathered health plans and what changes or events may cause a plan to lose grandfathered health plan status, go online to: bcbstx.com/pdf/aca_grandfathered_plans_tx.pdf. If you have questions regarding this worksheet, contact your insurance broker (if applicable) or your BCBSTX account representative. The rules related to grandfathered health plans are complex. We recommend that you seek the advice and guidance of your legal counsel regarding ACA and grandfathered health plans. If you believe a plan or policy has lost or will lose grandfathered status, contact your insurance broker (if applicable) or BCBSTX representative immediately for available benefit plan options.

TO BE SIGNED BY THE GROUP REPRESENTATIVE:
I, the undersigned, a duly authorized representative of the plan sponsor named above ("Plan Sponsor"), hereby represent that I am knowledgeable as to standards associated with a "grandfathered health plan" as set forth in the Affordable Care Act and applicable regulations, and that the information contained in this Form and any subsequent updates to such Form, are true, accurate and complete; and (ii) agree that the Plan Sponsor will immediately provide BCBSTX with written notice prior to renewal (and during the plan year, with at least 60 days advance written notice) of any changes that would cause the Plan Sponsor's group health plan(s), including any benefit packages, to not qualify as a grandfathered health plan under ACA and applicable regulations.

Ramon Garcia
Signature

Ramon Garcia
Print Name

County Judge
Title

Date

Approved by Commissioners' Court
on 9-23-14 RO

BlueCross BlueShield of Texas

Account Name:	Hidalgo County	Account Number:	021185	Renewal Date:	01/01/2015

Grandfathered Health Plan Form

Group Number	Plan/Benefit Agreement Name/Number	Grandfathered?
021185	0001 PPO PLAN 1 BASIC	☐ Yes ☐ No
021185	0002 PPO PLAN 2 BUYUP	☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No

Add additional details as needed by copying this page. Make sure you return the signature and table page(s) together.

BlueCross BlueShield of Texas

Hidalgo County

ASO Projection
for the period
January 1, 2015 - December 31, 2015

$250K Spec Level

Presented by:

Blue Cross and Blue Shield of Texas

Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association

BlueCross BlueShield of Texas

Hidalgo County

ASO Projection
January 1, 2015 - December 31, 2015
$250K Spec Level

Affordable Care Act (ACA) Disclaimer

If your existing group health plan or group health insurance coverage (each "plan") was in effect on March 23, 2010, it may be a "grandfathered health plan" as that term is " defined in the Affordable Care Act and related regulations (currently 75 Fed. Reg. 34538). "

Federal regulations have been published regarding the maintenance and loss of grandfathered health plan status. We encourage you to confer with your own legal counsel to determine what benefit changes or other events may cause the loss of grandfathered health plan status and to evaluate the benefit options that are most suitable for you.

The following proposed benefit programs are not considered "grandfathered health plans".

BlueCross BlueShield of Texas

Hidalgo County

ASO Projection
for the period
January 1, 2015 - December 31, 2015
$250K Spec Level

TOTAL PROJECTED COST

Please refer to the ACA Disclaimer regarding benefits and final pricing.

Employees - All	Fee	Total Cost
Projected Net Paid Claims		$22,569,967
Individual Stop Loss ($250,000 Level)	$49.02	$2,192,370
Administration Fee	$37.18	$1,662,838
Prescription Drug Rebate Credit	($6.17)	($275,947)
Net Administration Fee	$31.01	
Run-Off Administration	$13.44	$150,273

Ramon Garcia
Signature

Approved by Commissioners' Court
on 9-23-14

Date

BlueCross BlueShield of Texas

Hidalgo County

ASO Projection
January 1, 2015 - December 31, 2015
$250K Spec Level

STOP LOSS

Please refer to the ACA Disclaimer regarding benefits and final pricing.

Mature	Employees - All		Customer Total	
	PCPM	TOTAL	PCPM	TOTAL
Projected Enrollment	3,727	44,724	3,727	44,724
Individual Stop Loss Attachment Point	$250,000	$250,000	$250,000	$250,000
Individual Stop Loss Premium	$49.02	$2,192,370	$49.02	$2,192,370

Subject to and contingent upon conditions and caveats outlined in attached addendum.

Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association

BlueCross BlueShield of Texas

Hidalgo County

ASO Projection
January 1, 2015 - December 31, 2015
$250K Spec Level

CONDITIONS AND CAVEATS

Please refer to the ACA Disclaimer regarding benefits and final pricing.

Notwithstanding anything in the renewal or Proposal to the contrary, BCBSTX reserves the right to revise or withdraw our offer, or to change our administrative fees (and/or pass-through amounts) at any time before or during the contract period (all of which may be estimates, allocated or pro-rated amounts) if any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented, which would increase projected claim costs or BCBSTX's expenses or cost of plan administration, or would otherwise require BCBSTX to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount.

NOTICE: ACA provided for the establishment of a temporary reinsurance program(s) for a three (3) year period (2014-2016), which is funded by reinsurance contributions ("Reinsurance Fees") collected from health insurance issuers and self-funded group health plans, beginning in 2014. Information as to how these fees are calculated is provided by federal and state governments. Federal regulations establish a flat, per member, per month fee.

ACA also provides that self-funded plan sponsors are responsible for the Reinsurance Fee. BCBSTX will not assist in the remittance of those fees to the federal government; however, upon request, we can make available to our self-funded/ASO customers, existing data and information that may be helpful in determining, reporting on, and remitting their Reinsurance Fee amounts.

Rates are projected to be effective for the 12-month period beginning on the effective date indicated.
Final rates may vary based on actual enrollment results.

This renewal offer assumes BCBSTX will remain the exclusive carrier.

The total annual premiums are based upon the total current enrollment and contract distribution as indicated.

If the enrollment or contract distribution varies by more than 10% in total or in each coverage independently, we reserve the right to re-rate.

The minimum participation requirement is 75% without waivers and 65% with valid waivers in order for coverages to be issued.

The employer maintaining the current contribution schedule.

Annual open enrollment.

Upon inquiry from employer groups, BCBSTX will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBSTX in connection with the employer's policy or contract with BCBSTX.

The renewal is being offered on a paid basis.

Health Paid Claims subject to Stop Loss are claims paid during the policy period indicated above.

Health Paid Claims subject to Individual Stop Loss are paid claims from the following line(s) of coverage: Medical and Drug

The total annual health Stop Loss premiums and ACV factors are based upon the total current enrollment and contract distribution as indicated on this exhibit.
Significant changes in the above stated enrollment and contract distribution will require a review and adjustment of the fees and factors.

BCBSTX reserves the right to adjust the Average Claim Value if one or more of the following occurs within the coverage period:

Individual Health Stop Loss and Aggregate Health Stop Loss premiums are payable on the first day of each month.

Premium Equivalent Rates reflect expected benefit cost only and do not include an adjustment for a change in needed reserves.
Premium Equivalent Rates should fund expected paid claims (EPC), administration, stoploss charges and estimated reserves;
if claims exceed EPC, the Employer will be required to make additional funds available up to the Maximum Claim Liability

Upon Termination, the run-off factors above will be multiplied times the total of all certificates actually exposed during each of the three months immediately preceding contract termination and the result will be the obligation of the Employer.
The Run-off Administration amount is due and payable whether or not BCBSTX processes the run-off claims.

The Administrative charge includes a network access fee for Texas employees. Out-of-state employees will be accessed a charge of 6% of the discount per claim, not to exceed $2,000 per claim. This claim charge will be included in your monthly BARS statement.

BlueCross BlueShield of Texas

Hidalgo County

ASO Projection
January 1, 2015 - December 31, 2015
$250K Spec Level

CONDITIONS AND CAVEATS

Please refer to the ACA Disclaimer regarding benefits and final pricing.

Costs associated with special services or custom materials provided by BCBSTX will be billed separate and apart from the Administrative Charges outlined on this exhibit.
The employer is responsible for any administrative services taxes due for benefits paid under this agreement.

If a non-preferred vendor is selected for automated eligibility processing, an additional charge will apply.

If a third party stop loss carrier is selected, an annual coordination fee will apply.

If a third party pharmacy benefit manager is selected, additional charges will apply.

Fees associated with Value Based Care models such as Intensive Medical Home (IMH), Extended Medical Home (EMH), Accountable Care Organizations (ACO), etc. are not included in the quoted administration fee(s).

Summary of Benefits and Coverage Addendum
To ASO Benefit Program Application (ASO BPA)

Employer Name:	Hidalgo County	Account Number:	021185
Effective/ Renewal Date:	01/01/2015	First Date of Employer's Open Enrollment Period for the next Plan Year (the "First Open Enrollment Date"):	11/05/2014-12/19/2014

The Affordable Care Act ("ACA") requires group health plans to create and distribute a Summary of Benefits and Coverage (or alternate format permitted by ACA) (the "SBC"), to participants and beneficiaries in certain specified situations (the "SBC Requirements"). In accordance with the Employer's election indicated on the most current ASO BPA, to have Blue Cross and Blue Shield of Texas (BCBSTX) create and/or distribute the SBC, as of the First Open Enrollment Date, the Employer acknowledges and agrees:

1. BCBSTX's SBC services do not include the creation or distribution of coverage information for benefits it does not administer under the Agreement, unless otherwise agreed to in the ASO BPA or this Addendum.

2. Employer is responsible for the proper synthesizing of information from its various insurers and administrative service providers it uses for its group health plan (or providing multiple partial SBCs if permitted by law).

3. The Employer is responsible for SBC services performed by Employer's third party vendors.

4. The Employer must review and approve the SBC prior to distribution and is responsible for the content of the SBC. Nothing in this Addendum or in the ASO BPA relieves the Employer or its group health plan of their respective legal and regulatory obligations with respect to the SBC.

5. ACA and the SBC regulatory and sub-regulatory guidance (the "Guidance") are new (and subject to change) and the regulatory agencies and industry interpretations thereof are evolving; therefore, BCBSTX's operations shall not be considered to be in breach of the Agreement to the extent BCBSTX has worked diligently and in good faith to implement a reasonable interpretation of then-current SBC-related ACA provisions and Guidance, in a manner consistent with the SBC Requirements.

6. Employer agrees to furnish to BCBSTX in a timely manner all information necessary for the timely distribution of SBCs, including but not limited to names and addresses for: (i) any person currently enrolled in any plan administered or insured by BCBSTX, and (ii) any person the employer tells us is eligible or may become eligible. Employer's failure to furnish such information, to agree to an implementation plan or to promptly review/approve SBCs may substantially delay and/or jeopardize BCBSTX's SBC services and BCBSTX is relieved of its SBC obligations.

7. Employer shall indemnify and hold harmless BCBSTX and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against BCBSTX in connection with the SBC (and Employer's or its vendors' distribution of the SBC).

The table below indicates the approximate time needed for completion of the SBCs.

After Final Benefits Received	**Turnaround Time**
SBC Team sends SBC draft(s) to AE	5 business days
AE returns draft(s) with revisions to SBC Team	10 business days
SBC Team revises SBCs and returns final document(s) to AE for review	5 business days
AE gives approval to SBC Team	5 business days
SBC Team provides electronic version to client for distribution	1 business day

Spanish translations take additional 10-12 business days, after the English SBCs are finalized. Other languages may take additional time. The translations are done by an outside vendor, fees apply.

BlueCross BlueShield of Texas

Memorandum

TO:	Gary Looney Letty Garcia	**DATE:**	November 3, 2014 P 9/30/2014
FROM:	Tita Iruegas Account Executive		
PHONE:	956-581-5615	**FAX:**	312-540-3104

SUBJECT: **# 021185 Hidalgo County – Renewal Paperwork**

Attached will find paperwork for group executive signatures. Please review and secure signatures as soon as possible, paperwork is required in order for us to proceed with renewal for Hidalgo County.

- Renewal Addendum to Benefit Program Application
- Application for Stop Loss Coverage (CHANGE to $250,000)
- Grandfathered Health Plan Form
- Hidalgo County ASO Exhibit
  - Total Projected Cost Page for Signature
- Summary of Benefit and Coverage (SBC) Timeline

If any questions, feel free to call me @ 956-581-5615 or 956-202-3163.

Sincerely

Tita Iruegas
Account Executive
Fax 312-540-3104
email tita_iruegas@bcbstx.com

/ti
Attachments,

The table below indicates the approximate time needed for completion of the SBCs.

After Final Benefits Received	**Turnaround Time**
SBC Team sends SBC draft(s) to AE	5 business days
AE returns draft(s) with revisions to SBC Team	10 business days
SBC Team revises SBCs and returns final document(s) to AE for review	5 business days
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Spanish translations take an additional 10-12 business days, after the English SBCs are finalized. Other languages may take additional time. The translations are done by an outside vendor, fees apply.

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
September 23, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the 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**

All members of the Court were counted present.

2. **Pledge of Allegiance**

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**

The Court moved to approve the Consent Agenda for the exception of Item 3.O and 12.J to be pulled for discussion.

At this time, the Court proceeded to Items 21.B, 21.A, 21.C - 21.F, 10.A & B, 14.A, 6.C.

5. **Open Forum**

Fern McClaugherty commented on the increase of taxes by several entities and are helping create more poor people and questioned the decisions that are made by elected officials.

Virginia Townsend reminded the court that they adopted ethics and nepotism policies.

Opal Billman stated that she attends the Commissioners' Court meetings because she has been falsely imprisoned for 18 years and is unable to regain her community property.

Edward Estrada stated he will not vote in favor of a tax increase and feels the County should collect back taxes instead of increasing taxes.

Yvonne Ramon, Elections Administrator, wanted to remind everyone that today is National Voter Registration Day and that her department is at UTPA

22. **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-46554** A. Clarification purposes: On CC of 09-09-14 Purchasing reported that the method of procurement used in the solicitation of 2006 delinquent tax collection services project was through a RFQ w/P. However, the correct method of solicitation of Engagement of a Law Firm for the Collection of Delinquent Ad Valorem Taxes" was an RFP w/Q Request for Proposals with Qualifications);

Mr. Eufracio asked what was the difference between an RFP w/Q and an RFQ w/P and Ms. Betancourt explained that the grading system for an RFQ w/P is selected based on Qualifications and an RFP w/Q places most emphasis on the fees. She explained that the scoring system will be the same as it was in 2006, but an adjustment to the points was made as recommended by the Chiefs of Staff. She listed the criteria on the proposed solicitation pursuant to the discussion that took place on Friday (9-19-14) and is as follows:

Firm Qualifications and Experience: 15 points
Firm's Ability to Commit Resources: 20 points
Methodology: 20 points
Understanding of Project: 15 points
Proposed Fee: 30 points

She reminded the Court that in 2006, all those criteria were at 20 points each; therefore, and the Court discussed that that is how they would like to keep the criteria and points for the current solicitation.

B. Acceptance and approval of the amended and restated Interlocal Agreement (as drafted by legal counsel) between Hidalgo County and HC-Drainage District No. 1 to include the procurement process by Hidalgo County for the: Engagement of a Law Firm for the Collection of Delinquent and Related Services; and,

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

Vote: 4 - 0 - Unanimously

C. As directed by CC members on HCCC meeting of 09-09-14, acceptance and approval of "updated 2006 version" Request for Proposal w/Qualifications

UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

WIC PROGRAM-Roma, Texas:
b. Requesting authority for Margarita Gonzalez, WIC Program, to set up account with contracted energy company Reliant Energy, for the lease of office space located at 2891 E Grant St., Roma, Texas;

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

c. Acceptance and approval of a short-term Amendment to the current lease between HCs WIC Program and Jose I. Ramirez with the amendment term commencing 06-02-14 through 12-31-14 in order to reimburse Lessor, Jose I. Ramirez for all incurred expenses for energy services, garbage disposal and city services (utilities) including the authorization for order, activation and conversion of all utilites and/or City services to WIC Program name/account;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

d. Acceptance and approval of all invoices (from June 2014-December 2014) for the reimbursement of the following utility expenses to Lessor, Jose I. Ramirez including, but not limited to Our Energy; City of Roma; and Garbage Collection Co. with authority to issue reimbursement.

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

Vote: 4 - 0 – Unanimously

G. **Facilities Management:**

1. **AI-46565** Requesting approval to exercise County's authority to terminate contract with Loftin Equipment Company for the Service/Repair and Maintenance of County Generators by issuing a thirty (30) day termination notice as stipulated in the contract No. C-11-297-03-13.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

H. **Budget & Management**

1. **AI-46582** Presentation for discussion, consideration and action to renew current contract for a period of one (1) year with Blue Cross Blue Shield of Texas and Dearborn National for the "Third Party Administration, Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment" for 2015. Presentation by Alamo Insurance Group, the County's health insurance consultant.

APPROVED

Mr. Gary Looney was present to request the renewal the insurance with Blue Cross Blue Shield of Texas and Dearborn National. There are no changes to premium rate of the Dearborn Insurance. The renewal with Blue Cross Blue Shield will be $31.01 contribution per employee, per month for all Third party Administration Services and the Stop Loss premium is $47.58 per employee, per month. Mr. Eufracio had a concern that no contracts have been attached to the agenda and was not provided last year, as well. Judge Garcia requested for Mr. Looney to provide the Auditor with the contract.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval subject to Auditors' review.

Vote: 4 - 0 - Unanimously

I. **Sheriff's Office**

1. **AI-46329** a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

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

Vote: 4 - 0 - Unanimously

b. Requesting approval of a "Sole Source Declaration" for Strong Watch Corporation"

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

Vote: 4 - 0 - Unanimously

c. Requesting approval to purchase (2) FOTM mobile surveillance systems, customized for Hidalgo County Sheriff's Dept operational requirements in an amount not to exceed $344,900.00, which includes a discount of $25,000.00 but not limited to shipping, installation and training.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

APPROVED

AI-46582 **Purchasing Department 22. H. 1.**

CC - REGULAR

Meeting Date: 09/23/2014

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation for discussion, consideration and action to renew current contract for a period of one (1) year with Blue Cross Blue Shield of Texas and Dearborn National for the "Third Party Administration, Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment" for 2015. Presentation by Alamo Insurance Group, the County's health insurance consultant.

BACKGROUND

2014 contract approved on CC 11/12/13.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-2201-415-00-115-010-0-350

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

BUDGETARY IMPACT:

E-14-412-09-23

FISCAL YEAR: 2015 **A**

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

BUDGETARY IMPACT:

(C-13-143-10-14

FISCAL YEAR: 2015 **ACC**

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

BUDGETARY IMPACT:

Pursuant to the 2015 Adopted Budget, object code 212 life in

Attachments

Recommendation

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/18/2014 02:51 PM
Obdett Calzada	Debbie Tamez	09/19/2014 11:25 AM
Glinda Pacheco	Glinda Pacheco	09/19/2014 04:46 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

REQUEST FOR PROPOSAL

"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

RFP NO: 2013-143-10-16-CGA

EXHIBIT A

OVERVIEW:

The County of Hidalgo is seeking to engage Proposer's to furnish benefits for the **"Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment"** offered by Hidalgo County to its employees and the employees' dependents. This process includes a Request for Proposal for fully "**Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment**" Coverage. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of fully "**Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment**" Coverage as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, October 16, 2013 . ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the **"Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment"** Provider(s) selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offer s Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the **"Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment"** Provider(s) selected by Hidalgo County For Hidalgo County Appraisal District. Should the Board of Director's of Hidalgo County Appraisal District decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offer s Hidalgo County.

Deliver Submittal to:

RFP NO: 2013-143-10-16-CGA
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2013-143-10-16-CGA
"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: Effective date to commence is January 1, 2014. The term of the contract is for a three (3) year period, with County's option to renew on one of the following basis;

- Fixed Price for the three (3) year period, or
- Two (2) Annual renewal adjustments determined by formula at the time the contract is awarded; or
- One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to Hidalgo County. Rates to be firm by October 1, (90 days) prior to anniversary date)

DAVIS BACON ACT: (If applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:
All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25A

ALAMO INSURANCE GROUP
BROWN & BROWN, INC.

Gary R. Looney, REBC
3201 Cherry Ridge Drive
Suite D 405
San Antonio, Texas 78230
Phone: (210) 930-6665 Fax: (210) 930-1838

Memorandum

Date : September 29, 2015
TO : Hidalgo County Commissioner's Court
From : Gary Looney REBC
RE : Group Medical and Life Insurance Plans 2016

We have received, reviewed, and negotiated with Blue Cross and Blue Shield on the third year of their three year contract. The County's medical plan has two cost factors. The claim cost projection was prepared by the actuarial firm of Lewis & Ellis. The administration fees and stop loss insurance premiums have been negotiated with Blue Cross and Blue Shield.

The result of the Lewis and Ellis evaluation was to recommend an increase in the funding for the 2016 plan year. The basic plan rate change results in a 4% rate increase for those employees who insure their dependents on the basic plan and an 8% increase for all rates for the Buy Up option. The County would continue to provide the basic medical plan to all full time active employees at no cost to the employee.

The actuarial evaluation also revealed that the premium differential between the Basic Plan and the Buy Up Option was not sufficient to support the plan benefit options. The Buy Up option was essentially priced to low in relationship to the benefits offered. As a result, the Buy Up Option will receive an increase of 8% for the plan year 2016.

In an effort to manage the health care costs for 2016 we are recommending the following changes in your medical plans.

1. Remove gastric bypass and other similar weight loss surgical procedures in the medical plan.
2. Add the Airrosti Advanced Chiropractors treatment (provider types D1 and D2) protocol as a Primary Care Physician with a Primary Co-Pay office visit amount.
3. Prescription Benefit Plan Changes:
    a. Add a pre-authorization program for specialty medications. To include the pre-authorization of insulin therapy drugs. There are currently 27 employees who are using non-preferred insulin medications that Greatly increase the cost of the prescription drug plan.
    b. Include Step-Therapy program. Step therapy requires a patient To use a generic therapeutic equivalent medication first to determine if the lower cost generic will be an effective treatment

3201 Cherry Ridge Drive
Suite D405
San Antonio, Texas 78230

V 210.930.6665
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www.bbisa.com

c. Require all specialty medications to be purchased through Prime Pharmaceuticals the Blue Cross prescription benefit manager.
d. Employee "Pay the difference" plan. If a generic medication is available and the insured chooses a brand medication the insured will be required to pay the difference in the brand co-pay and the difference in cost of the brand medication.

4. Change the benefit plans as illustrated on the attached spreadsheet titled "Hidalgo County Benefit Plan Changes "
5. Add the Benefit Value Advisor (BVA) program to the current Blue Cross medical plan. The plan provides an employee with access to an advisory service which will help an employee find a quality provider and help direct an employee to a cost effective service provider. The primary savings for the employee will be lower deductible and co-insurance exposure. The high cost diagnostic testing facilities are the critical cost areas for the medical plan. The BVA advisor will be able to help an insured locate a facility that will be in network, quality, and affordable.

The benefits provided by the medical plan comprise the majority of the cost of the health care plan. Currently, the claim administrator is Blue Cross and Blue Shield. They also provide the underlying insurance for the specific deductible. The specific deductible protects the County from any insured claim that exceeds $250,000 in a plan year. Blue Cross has agreed to no increase for the 2016 plan year.

If the County accepts the prescription drug changes as shown in #3 above the monthly administration fee of $31.01 will be reduced to $27.41 per employee per month and include the Benefits Value Advisor services.

The Basic Life and Accidental Death and Dismemberment policy with Dearborn National is in the second year of a three year rate guarantee. There are no changes necessary for the group term life program.

The attached spreadsheets illustrate the new rates for the employees and retirees for the 2016 plan year. The County will still provide a benefit plan for their full time active employees at no cost to the employee.

Thank you for your confidence in our services.

Gary Looney
Sr VP Alamo Insurance Group

Hidalgo County Rate Projection 2016

PLAN	TIER	CURRENT RATES			4% INCREASE BASIC 8% INCREASE BUYUP			4% INCREASE BASIC 8% INCREASE BUYUP ROUNDED UP TO NEAREST EVEN DOLLAR		
		MONTHLY PREMIUM	EMPLOYEER CONTRIBUTION	EMPLOYEE CONTRIBUTION	MONTHLY PREMIUM	EMPLOYEER CONTRIBUTION	EMPLOYEE CONTRIBUTION	MONTHLY PREMIUM	EMPLOYEER CONTRIBUTION	EMPLOYEE CONTRIBUTION
BASIC	EMPLOYEE ONLY	$ 494.00	$ 494.00	$ -	$ 513.76	$ 513.76	$ -	$ 514.00	$ 514.00	$ -
	EMPLOYEE/CHILD(REN)	$ 596.00	$ 494.00	$ 102.00	$ 619.84	$ 513.76	$ 106.08	$ 620.00	$ 514.00	$ 106.00
	EMPLOYEE/SPOUSE	$ 726.00	$ 494.00	$ 232.00	$ 755.04	$ 513.76	$ 241.28	$ 756.00	$ 514.00	$ 242.00
	EMPLOYEE/FAMILY	$ 828.00	$ 494.00	$ 334.00	$ 861.12	$ 513.76	$ 347.36	$ 862.00	$ 514.00	$ 348.00
BUY-UP	EMPLOYEE ONLY	$ 538.00	$ 494.00	$ 44.00	$ 581.04	$ 513.76	$ 67.28	$ 582.00	$ 514.00	$ 68.00
	EMPLOYEE/CHILD(REN)	$ 668.00	$ 494.00	$ 174.00	$ 721.44	$ 513.76	$ 207.68	$ 722.00	$ 514.00	$ 208.00
	EMPLOYEE/SPOUSE	$ 826.00	$ 494.00	$ 332.00	$ 892.08	$ 513.76	$ 378.32	$ 894.00	$ 514.00	$ 380.00
	EMPLOYEE/FAMILY	$ 998.00	$ 494.00	$ 504.00	$ 1,077.84	$ 513.76	$ 564.08	$ 1,078.00	$ 514.00	$ 564.00

Retiree Rate Projection 2016

PLAN	TIER	CURRENT RATES		4% INCREASE BASIC			
		MONTHLY PREMIUM		MONTHLYPREMIUM		MONTHLYPREMIUM	
		AGE 64 OR LESS	AGE 65 OR GREATER	AGE 64 OR LESS	AGE 65 OR GREATER	AGE 64 OR LESS	AGE 65 OR GREATER
BASIC	RETIREE ONLY	$ 494.00	$ 250.00	$ 513.76	$ 260.00	$ 514.00	$ 260.00
	RETIREE/CHILD(REN)	$ 596.00	$ 352.00	$ 619.84	$ 366.08	$ 620.00	$ 368.00
	RETIREE/SPOUSE	$ 726.00	$ 482.00	$ 755.04	$ 501.28	$ 756.00	$ 502.00
	RETIREE/FAMILY	$ 828.00	$ 584.00	$ 861.12	$ 607.36	$ 862.00	$ 608.00
	SURVIVING SPOUSE	$ 494.00	$ 250.00	$ 513.76	$ 260.00	$ 514.00	$ 260.00
	SURVIVING SPOUSE/CHILD(REN)	$ 596.00	$ 352.00	$ 619.84	$ 366.08	$ 620.00	$ 368.00
	SURVIVING CHILD(REN)	$ 494.00	$ 250.00	$ 513.76	$ 260.00	$ 514.00	$ 260.00

HIDALGO COUNTY BENEFIT PLAN CHANGES

Plan Design Changes

	Current	Plan Change Options		Percent of Claim Cost Savings	Estimated Cost Savings	Projected Total Claim Cost
Basic Plan						
Annual Deductible	$ 1,250	$ 1,500		0.01	$ 138,016	$ 13,801,622
Maximum Out of Pocket	$ 7,500	$ 6,600		-0.015	$ (207,024)	
Co-Insurance Percentage	70%	70%		0	$ -	
Office Visit Co-Pay Primary Care Physician	$ 35.00	$ 45.00		0.01	$ 138,016	
Office Visit Co-Pay Speciality Care	$ 45.00	$ 55.00		0.008	$ 110,413	
Urgent Care Facility	$ 35.00	$ 45.00		0.0005	$ 6,901	
Emergency Room Co-Pay	$ 50.00	$ 125.00		0.003	$ 41,405	
Hospital Per Admission Deductible	$ 350.00	$ 500.00		0.001	$ 13,802	
Rx Co-Pays	10/20/35	5/40/60		0.004	$ 55,206	
Step Therapy	Yes	Yes		0.001	$ 13,802	
Benefit Value Advisor		Optional		0.009	$ 124,215	
Reference Based Pricing	none				$ -	
					$ 434,751	
Employee Contribution	$ -	$ -				
Dependent Contribtion Increase					$ 67,500	
High Plan						$ 8,787,932
Annual Deductible	$ 750	$ 1,000		0.015	$ 131,819	
Maximum Out of Pocket	$ 5,000	$ 6,600		0.005	$ 43,940	
Co-Insurance Percentage	80%	80%		0	$ -	
Office Visit Co-Pay Primary Care Physician	$ 30.00	$ 40.00		0.003	$ 26,364	
Office Visit Co-Pay Speciality Care	$ 40.00	$ 55.00		0.008	$ 70,303	
Urgent Care Facility	$ 30.00	$ 40.00		0.002	$ 17,576	
Emergency Room Co-Pay	$ 50.00	$ 75.00		0.001	$ 8,788	
Hospital Per Admission Deductible	$ 350.00	$ 350.00		0	$ -	
Rx Co-Pays	10/20/35	5/40/60		0.004	$ 35,152	
Step Therapy	Yes	Yes		0.001	$ 8,788	
Benefit Value Advisor		Optional		0.009	$ 79,091	
Reference Based Pricing	none				$ -	
					$ 421,821	
Employee Contribution Increae	$ -	$ -			$ 419,200	
Dependent Contribution Increase					$ 413,738	

MEMORANDUM

Date: September 28, 2015

From: Cynthia Castro

Subject: Employee Benefits Research

To: Erika Reyna

- 7 out of 11 participants use BCBS for their Health Insurance Benefits
- Lowest monthly premium to participating municipality (City of Pharr) pays $331.45
- 2nd lowest monthly premium participant (City of Mission) pays $362.50
- **Highest monthly cost to participating municipality (PSJA ISD) $510.37**
- Lowest number of employees insured (City of Pharr) 550
- 2nd lowest number of employees insured (City of Mission) 586
- **Highest number of employees insured (PSJA ISD) 4,371**

Table Figures Based on Basic Plan

	1	2	3	4	5	6	7
	City of Pharr	City of Mission	Mission CISD	McAllen ISD	Cameron County	Hidalgo County	PSJA ISD
Monthly premium	$331.45	$362.50	$364.26	$329.00	$466.67	Currently $494/New Year Premium $514	$510.37
Monthly cost to employee	No cost to employee	No cost to employee	No cost to employee	$52 monthly (Basic plan)	No cost to employee	No cost to employee	No cost to employee
# of employees	550	586	2,150	3,380	1,680	3,681	4,371

	Hidalgo County	Cameron County	El Paso County	Travis County	McAllen ISD	Mission CISD	PSJA ISD	City of McAllen	City of Edinburg	City of Pharr	City of Mission
1. Who is your health insurance provider?	BCBS	BCBS	Aetna	United Healthcare	BCBS	BCBS	BCBS	BCBS	Humana	BCBS	BCBS
a. What is cost to municipality per employee monthly/annually?	$494 monthly/$5,928 annually	$466.67 monthly/$5,600 annually	$371.60 monthly/$4,459.26 annually	$810.50 (average cost per month per employee)	$329 monthly/$3,948 annually	$364.26 monthly/$4,371. 12 annually	$510.37 monthly/$6,124.44 annually	$275 (subsidized monthly)	$382.54 monthly/$4,590. 48 annually	$331.45 monthly/$3,977.40 annually	$362.50 monthly/$4,350 annually
b. Cost to employee monthly?	Basic=No cost to employee	Basic=No cost to employee	Basic $49.44 monthly/Buy up $158.36 (employee only)	No cost to employee if on PPO & Co-insured EPO Plan/$91 monthly on EPO Plan (employee	Basic $52/High Plan $128/State Plan $261 (employee only)	Basic=No cost to employee	Basic=No cost to employee	Varies depending on plan selected by employee	Varies depending on plan selected by employee	Basic=No cost to employee	Basic=No cost to employee
c. How many employees enrolled in Health Insurance Plan?	3,681	1,680	2,281	4,384	3,380	2,150	4,371	1,900	730	550	586
2. Who is your Dental Carrier?	Humana	Delta Dental	Aetna	Assurant Freedom	BCBS	BCBS	Delta Dental	Principal Financial	Ameritus Group	Ameritus Group	Humana
a. What is cost to municipality per employee monthly/annually?	No cost to County	No cost to County	$27.99 monthly/$335.08 annually	No cost to County	$18 monthly/$216 annually	No cost to District	$13.74 monthly/$164.88 annually	No cost to City	$7.52 monthly/$90.24 annually	No cost to City	No cost to City
b. Cost to employee monthly?	$27.91 monthly/$334.92 annually (employee only)	$20.40 monthly/$244.8 annually (employee only)	$27.99 monthly/$335.08 annually (employee only)	$11.70 monthly /$140.40 annually (employee only)	No monthly cost to employee	$17.46 monthly/$209.52 annually (employee only)	Core Plan=No cost to employee/Buy up Plan $4 monthly/$48 annually (employee only)	Varies/Offered to employee as supplemental coverage	No cost to employee	Low Plan $20.52 monthly/High Plan $29.32 monthly (employee only)	Basic=$13.62 employee only/High=$23.90 (employee only)
c. How many employees enrolled in Dental Plan?	1,757	873	1,475	4,004	3,100	538	Number not available	Number not available	730	Number not available	358
3. Who is your Vision Carrier?	Vision Service Plan	Davis Vision	Superior Vision	United Healthcare	Superior	United Healthcare	Davis Vision	Block Vision	Humana	Ameritus Group	Avesis
a. What is cost to municipality per employee monthly/annually?	No cost to District	No cost to County	No cost to County	No cost to County	No cost to District	No cost to District	No cost to District	$6.58 monthly/$78.96 annually (employee only)	$2.45 monthly/$29.40 annually (employee only)	No cost to City	No cost to City
b. Cost to employee monthly?	$8.04 monthly/$96.48 annually (employee only)	$6.36 monthly/$76.32 annually (employee only)	$7.28 monthly/$87.36 annually (employee only)	$4.26 monthly/$51.12 annually (employee only)	Cost varies depending on employee selection	Info not available	Info not available	No cost to employee	No cost to employee	Low Plan $8.48 monthly-$101.76 annually/High Plan $16.56 monthly-	$6.12 monthly/$73.44 annually (employee only)
c. How many employees enrolled in Vision Plan?	1,567	648	1,124	3,406	1,400	Number not available	Number not available	Number not available	730	Number not available	229

	Hidalgo County	Cameron County	El Paso County	Travis County	McAllen ISD	Mission CISD	PSJA ISD	City of McAllen	City of Edinburg	City of Pharr	City of Mission
4. **Do you offer an Employee Assistance Program?	No	Yes-Oaktree	Yes- Aetna	Yes	Yes-Deer Oaks	Yes- Magellan	No	Yes-Deer Oaks	Yes-Aetna	Yes-Magellan	Yes-Deer Oaks
a. Cost to municipality per employee monthly/annually?	N/A	$1.32 monthly/$15.84 annually per employee	$2.18 monthly/$26.16 annually per employee	$1.05 monthly/$12.60 annually per employee	Less than $5 per employee monthly	Cost is paid for through BCBS as part of contract	N/A	Figure not available	Figure not available	$1.58 monthly/$18.96 annually per employee	$1.45 monthly/$17.40 annually per employee
b. Cost to employee monthly?	N/A	No cost to employee	No cost to employee	No cost to employee	No cost to employee	No cost to employee	N/A	No cost to employee	No cost to employee	No cost to employee	No cost to employee
c. How many employees enrolled in EAP?	N/A	1,680	2,668	4,930	3,380	2,150	N/A	Number not available	730	Number not available	578
5. ***Do you offer a Flexible Spending Account (FSA)?	No	Yes-Boon Chapman	Yes-Payflex	Yes	Yes	Yes-David K. Young	Yes-David K. Young	Yes-JEM Flexible Spending Acct	No	No	No
a. Cost to municipality per employee monthly/annually?	N/A	No cost to County	$4.50 monthly/$54.00 annually per employee	$3.25 monthly/$39 annually per employee	No cost to employer	No cost to employer	No cost to employer	$4.00 monthly/$48 annually per employee	N/A	N/A	N/A
b. Cost to employee monthly?	N/A	Employee contribution only	$.28 monthly/$3.38 annually per employee	Employee contribution only	Employee contribution only	Employee contribution only	Employee contribution only	Employee contribution only	N/A	N/A	N/A
c. How many employees enrolled in FSA?	N/A	1,251	181	1,111	Not many participate	500	Number not available	Number not available	N/A	N/A	N/A

AI-51533 **Purchasing Department** **25. A. 2.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on committee member substitutions for the evaluation committee previously appointed by Commissioners' Court on August 18, 2015, A1-50137 in connection with the Project Titled: Section 125 Voluntary Insurance Products & Cobra Administration Services-Project No. 215-221-09-10-SMA.

Original Appointee:	Substitute:
Valde Guerra	Elaine Solis
Flora Vasquez	Dina Trevino

BACKGROUND

Fiscal Impact

Attachments

8-18-15-MINUTES

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/24/2015 11:45 AM
Budget & Management	Veronica Ortiz	09/25/2015 09:39 AM
Glinda Pacheco	Glinda Pacheco	09/25/2015 01:38 PM
Glinda Pacheco	Glinda Pacheco	09/25/2015 01:38 PM
Auditor's Office	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Darlene Betancourt Started On: 09/24/2015 10:37 AM

Final Approval Date: 09/25/2015

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 18, 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 the 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

All members of the Court were in attendance.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approved the Consent Agenda for the exception of Item.7.A - 7.H. to be pulled for discussion.

Court proceeded to Item.12.A.

5. Open Forum

Commissioner Palacios and Commissioner Cuellar stepped away from the meeting.

Commissioner Palacios joined the meeting.

Opal Billman came in front of the Court to express her disagreement in regards to her community property. She stated that the property was sold without her consent to the City of Mission after her husband's death.

Commissioner Cuellar joined the meeting.

Maria Gomez, Brad Cano, Neli Curiel, Rosie Tijerina, LUPE, came to thanked The Budget Department and the Office of the Attorney General,

2. **AI-50805** Transfers In-General Fund (1293):
Approval of 2015 interfund transfer from Transfers In-General Fund and Transfers Out-Health Grants Fiscal Year 6 into Fiscal Year 5 to fund the total local match required to accept the TB/PC Federal grant contract Amendment #2015-001400-01, CC 08/18/15 (AI-50742), in the total amount of $28,548.00.

Commissioner Cantu joined the meeting.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

20.

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-50857** A. Pursuant to Hidalgo County Accounting Procedures Manual [pg. 3 of 5] B. Guidelines for Permitted Expenditures-2. Reasonable Costs (including taxes and gratuity): **Meals may not exceed $10 per person or $250.00 per event. Refreshments maynot exceed $3 per person or $125 per event. The cost of related expenses may not exceed $25.00,** action to approve an **Exception** to the policy/procedure [i.e. to allow/permit the per meal, event amounts & related costs] due to the need to include stakeholders and public involvement in connection with the proposed final Schematic Design changes made by ERO Architects held at the Echo Hotel on July 14, 2015 as it serves public purpose to inform regarding a major County project;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Acceptance and approval of Inv. from the Echo Hotel Conference Center in the amount of $655.96 through PO#728449.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded

7. **AI-50137** A. Under the current contracts for HC Cafeteria Plan, discussion and action on current options [two (2), one (1) year renewals] based on re-negotiation of rates of Pre-Tax Section 125 Voluntary Insurance Products and COBRA Administration Services/Cafeteria Plan for eligible Hidalgo County Employees;
OR, IN THE ALTERNATIVE,

B. Requesting authority to advertise (including the authority to re-advertise the project in the event that no proposals are received and/or rejected and project is still required) and approval of the basic packet [i.e., legal notice, requirements, scope of services, evaluation criteria] with determination of final items listed below for completion of the procurement documents including but not limited to,
1. Number of agents acceptable to Hidalgo County: one [1] or two [2];

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval on 7.A - 7.G. with one [1] agent.

Vote: 5 - 0 - Unanimously

2. Agent employee assigned to HC on a schedule basis [as determined by Commissioners Court] to provide services to HC-DBM Employee Benefits Division [in addition to required enrollment period] as well as participating employees on all aspects of pre-tax products;
for the "Hidalgo County-Section 125 Voluntary Insurance and COBRA Administration Services including but not limited to Pre-Tax Products" listed:
a. Accidental
b. Cancer
c. Combined Short and Long Term Disability (Post-Tax)
d. Critical Illness
e. Dental
f. Vision
g. Life Insurance-Changed from Universal to Whole Life (Post-Tax)

APPROVED

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval on Item.2.A - G.

Vote: 5 - 0 - Unanimously

C. Selection/designation/assignment of evaluation committee to score, grade and evaluate RFP responses as submitted by participants to the RFP-Hidalgo County-Section 125 Voluntary Insurance Products and COBRA Administration Services.

Members Elected: Raul Silguero, Flora Vazquez, Valde Guerra, Mingo Villarreal and Sergio Cruz.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

AI-51307 **Purchasing Department** **25. A. 3.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a rebate check from Office Depot [through awarded contract with The Cooperative Purchasing Network, aka, TCPN/ECOMM] 2014 Rebate in the amount of $ 1,347.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact is positive as this is a rebate going back to County's account.

Attachments

back up

rebate receipt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/17/2015 01:08 PM
Budget & Management	Veronica Ortiz	09/17/2015 02:00 PM
Glinda Pacheco	Glinda Pacheco	09/23/2015 09:39 AM
Auditor's Office	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Nielda Cavazos Started On: 09/10/2015 02:39 PM

Final Approval Date: 09/25/2015

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Office DEPOT

6600 North Military Trail
Boca Raton, FL 33496

Wells Fargo Bank, N.A.

64-975
612

NO. 2441394

Date 08/03/2015
MM/DD/YYYY

Amount
$ *******1,347.50
US DOLLARS
Void if not cashed within six months

217581

Pay **ONE THOUSAND THREE HUNDRED FORTY-SEVEN AND 50/100 DOLLARS**

Pay To

HIDALGO CNTY
100 E CANO ST STE 202
EDINBURG, TX 785394548

Authorized Signature

⑈2441394⑈ ⑆061209756⑆ 2079900581852⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. DO NOT CASH IF SECURITY FEATURES NOTED ON BACK ARE NOT PRESENT.

US EXPENSE
6600 North Military Trail
Boca Raton, FL 33496

Check Payment NBR: 2441394 **Date:** 08/03/2015

Invoice Number	Description	Date	Voucher ID	Gross Amount	Discount	Paid Amount
SPRB1507300852	TCPN/ECOMM 2014 REBATE	07/30/15		1,347.50	0.00	1,347.50
			Total	1,347.50	0.00	1,347.50

RECEIVED
SEP 08 2015
COUNTY JUDGE

5-1100-360-00-000-0-000

All correspondence should include Invoice #

Office DEPOT OfficeMax®

RECEIVED
SEP 08 2015
COUNTY JUDGE

September 2, 2015

Dear Valued Customer,

Enclosed is your final rebate payment for participation in the Office Depot TCPN Contract R5023.

You may be aware that Office Depot was awarded a new contract with TCPN which became effective March 1, 2015. The rebate enclosed is for qualifying sales under the previous contract (R5023) based on your rebate anniversary through December 31, 2014.

Sincerely,

Your Office Depot Team

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

Receipt No: 190333

Received From: OFFICE DEPOT PURCHASING DEPT. Date 09/10/15

1	2441394	TCPN/ECOMM 2014 REBATE	5-1100-360-00-000-000-0-000	1,347.50

Total: **1,347.50**

Check Total	1,347.50
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-51465 **Purchasing Department** **25. B. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of the following items for 2GS LLC for the Pct. 2 Equipment and Maintenance Facility Parking Lot and Access Road Project, as submitted and recommended by project engineer, Raul Sesin, PE for contract # C-15-085-03-31:
A. Application for Retainage release in the amount of $32,338.89
B. Acceptance of Substantial Completion, reflecting the date of August 27, 2015
C. Acceptance of Certificate of Construction Completion, reflecting the date of August 27, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1342-206-00-122-001-0-000

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

BUDGETARY IMPACT:

Monies to cover retainage will be available upon issuance of final payment being processed by the Auditor's Office.

PO# 725337

Attachments

Retainage Release
Certificate of Substantial Completion
Certificate of Construction Completion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/25/2015 09:13 AM
Budget & Management	Veronica Ortiz	09/25/2015 09:34 AM
Manuel Chapa	Manuel Chapa	09/25/2015 10:29 AM
Auditor's Office	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Carlos Jasso Started On: 09/21/2015 10:00 AM
Final Approval Date: 09/25/2015

APPLICATION FOR PAYMENT NO. 4 (RETAINAGE)

To: HIDALGO COUNTY (OWNER)
From: 2GS, LLC (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 2

Project: Equipment and Maintenance Facility - Parking Lot and Access Road

Owner's Contract No. C-15-085-03-31 Engineer's Project No.
For Work accomplished through the date of: August 21, 2015

1. Original Contract Price:		$671,777.85
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$671,777.85
4. Total completed and stored to date:		$671,777.85
5. Retainage (per Agreement):		
5% of completed Work:	$0.00	
of stored material		
Total Retainage:		$0.00
6. Total completed and stored to date less retainage (4 minus 5)		$671,777.85
7. Less previous Application for Payments:		$638,188.96
8. Liquidated Damages (Deduct)		$1,250.00
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$32,338.89

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens (Suppliers)**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Reports**

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 9/10/15

2GS, LLC
(CONTRACTOR)

By: _____
Humberto Garcia Jr.
Member
P.O. Box 595
Peñitas, Texas 78576

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 10th day of September. 2015

JOSE L. SAENZ
My Commission Expires
November 12, 2015

Notary Public
My Commission expires: Nov. 12, 2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 9/17/15

Raul Sesin, P.E., Planning Department
(ENGINEER)

By: _____
Raul Sesin, P.E., Project Engineer

Exhibit E-C

INVOICE RECEIVED BY:
Elizabeth Cantu ON 9/18/15
GOODS/SERVICES RECEIVED BY:
_____ ON _____

Estimate Quantity Update Worksheet

Colonia: **EQUIPMENT & MAINTENANCE FACILITY - PARKING LOT & ACCESS ROAD**
Roadway:
Control:
Project No: **C-15-085-03-31**
County: Hidalgo County
Est. No: 4
Work Type: Paving & Drainage Improvements
Limits:
From:
To:

Contractor: **2GS, LLC**
Contract Price: $671,777.85
Work Done this Mo.: $272,641.10
% Complete: 100.00%

Date Contract Began: 5/25/15
Contract Time: 90
Time Charged: 88
% Time Used: 97.78%

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	ACCESS ROAD & HEAVY DUTY EQUIPMENT PARKING AREA													
1	2.5" HMAC Type D (Limestone)	SY	8,987	$ 13.50	$121,324.50		0	$0.00		0	$0.00	8987	8987	121,324.50
2	Prime Coat (MC-30) 1798ga	SY	8,987	$ 5.00	$44,935.00		0	$0.00	8,987	8987	$44,935.00		8987	0.00
3	10" Compacted Caliche Base	SY	9,495	$ 8.70	$82,606.50	5700	5700	$49,590.00	3,795	9495	$33,016.50		9495	0.00
4	Process, Prepare & Stabilize (5% Lime) Existing Soil to Achieve Proposed 10" Compacted Sub-Grade	SY	9,495	$ 6.35	$60,293.25	5,700	5,700	$36,195.00	3,795	9495	$24,098.25		9495	0.00
5	6" Concrete Apron	SY	196	$ 45.00	$8,820.00		0	$0.00		0	$0.00	196	196	8,820.00
6	Traffic Control	LS	1	$ 2,000.00	$2,000.00		0	$0.00		0	$0.00	1	1	2,000.00
	HEAVY DUTY PARKING AREA													
7	2.5" HMAC Type D (Limestone)	SY	4,501	$ 13.50	$60,763.50		0	$0.00		0	$0.00	4501	4501	60,763.50
8	Prime Coat (MC-30) 901ga.	SY	4,501	$ 5.00	$22,505.00		0	$0.00	4501	4501	$22,505.00		4501	0.00
9	Excavate, Stockpile, Replace & Stabilize (2% Lime) Existing Caliche to Achieve Proposed 10" Compacted Caliche Base	SY	4,501	$ 4.60	$20,704.60	2,550	2,550	$11,730.00	1951	4501	$8,974.60		4501	0.00
10	Process, Prepare & Stabilize (5% Lime) Existing Soil to Achieve Proposed 8" Compacted Sub-Grade	SY	4,501	$ 5.50	$24,755.50	4,501	4,501	$24,755.50		4501	$0.00		4501	0.00
	LIGHT DUTY PARKING AREA													
11	1.5" HMAC Type D (Limestone)	SY	8,714	$ 9.15	$79,733.10		0	$0.00		0	$0.00	8714	8714	79,733.10
12	Prime Coat (MC-30) 1743ga.	SY	8,714	$ 5.00	$43,570.00		0	$0.00	8714	8714	$43,570.00		8714	0.00
13	Excavate, Stockpile, Replace & Stabilize (2% Lime) Existing Caliche to Achieve Proposed 8" Compacted Caliche Base	SY	8,714	$ 4.30	$37,470.20		0	$0.00	8714	8714	$37,470.20		8714	0.00
14	Process, Prepare & Stabilize (5% Lime) Existing Soil to Achieve Proposed 6" Compacted Sub-Grade	SY	8,714	$ 4.80	$41,827.20		0	$0.00	8714	8714	$41,827.20		8714	0.00
15	5' Concrete Valley Gutter	LF	322	$ 28.00	$9,016.00		0	$0.00	322	322	$9,016.00		322	0.00
16	Type "A" Curb & Gutter	LF	439	$ 10.50	$4,609.50		0	$0.00	439	439	$4,609.50		439	0.00
17	Remove Curb & Gutter	LF	227	$ 15.00	$3,405.00		0	$0.00	227	227	$3,405.00		227	0.00
18	15' x 5' Concrete Spillway	EA	5	$ 250.00	$1,250.00		0	$0.00	5	5	$1,250.00		5	0.00
19	15' x 3' Concrete Spillway	EA	1	$ 200.00	$200.00		0	$0.00	1	1	$200.00		1	0.00
20	18" Rubber Gasket Reinforced Concrete Pipe	LF	51	$ 39.00	$1,989.00		0.00	$0.00	51	51	$1,989.00		51	0.00

Monthly Totals:	$122,270.50	$276,866.25	272,641.10
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
ACCESS RD & HEAVY DUTY EQUIP. AREA	$85,785.00	$102,049.75	$132,144.50
HEAVY DUTY PARKING AREA	$36,485.50	$31,479.60	$60,763.50
LIGHT DUTY PARKING AREA	$0.00	$143,336.90	$79,733.10

Total to Date:

ACCESS RD & HEAVY DUTY EQUIP. AREA	$319,979.25
HEAVY DUTY PARKING AREA	$128,728.60
LIGHT DUTY PARKING AREA	$223,070.00
Total	**$671,777.85**

Prepared and Checked By:
Signature:
Printed Name: Humberto Garcia Jr.
Date: 9/10/15

2GS, LLC	Contractor Name	Application No.:	4
5/25/15	Contract Starting Date	Application Date:	9/10/15
8/21/15	Project Ending Date	Period To:	8/21/15
EQUIPMENT & MAINTENANCE FACILITY - PARKING L	Engineer's / County Project Description	Engineer's / County Project No.:	C-15-085-03-31

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ACCESS ROAD & HEAVY DUTY EQUIPMENT PARKING AREA																			
1		2.5" HMAC Type D (Limestone)	SY	$ 13.50	8,987	121,324.50	$ -	0.0	-	0	0	-	0	0	-	8,987	8,987.0	121,324.50	121,324.50	0	0.00
2		Prime Coat (MC-30) 1798ga	SY	$ 5.00	8,987	44,935.00	$ -	0.0	-	0	0	-	8987	8,987	44,935.00	0	8,987	-	44,935.00	0	0.00
3		10" Compacted Caliche Base	SY	$ 8.70	9,495	82,606.50	$ -	0.0	-	5,700	5,700	49,590.00	3795	9,495	33,016.50	0	9,495	-	82,606.50	0	0.00
4		Process, Prepare & Stabilize (5% Lime) Existing Soil to Achieve Proposed 10" Compacted Sub-Grade	SY	$ 6.35	9,495	60,293.25	$ -	0.0	-	5,700	5,700	36,195.00	3795	9,495	24,098.25	0	9,495	-	60,293.25	0	0.00
5		6" Concrete Apron	SY	$ 45.00	196	8,820.00	$ -	0.0	-	0	0	-	0	0	-	196	196	8,820.00	8,820.00	0	0.00
6		Traffic Control	LS	$ 2,000.00	1	2,000.00	$ -	0.0	-	0	0	-	0	0	-	1	1	2,000.00	2,000.00	0	0.00
		HEAVY DUTY PARKING AREA																			
7		2.5" HMAC Type D (Limestone)	SY	$ 13.50	4,501	60,763.50	$ -	0.0	-	0	0	-	0	0	-	4,501	4,501	60,763.50	60,763.50	0	0.00
8		Prime Coat (MC-30) 901ga.	SY	$ 5.00	4,501	22,505.00	$ -	0.0	-	0	0	-	4501	4,501	22,505.00	0	4,501	-	22,505.00	0	0.00
9		Excavate, Stockpile, Replace & Stabilize (2% Lim	SY	$ 4.60	4,501	20,704.60	$ -	0.0	-	2,550	2,550	11,730.00	1951	4,501	8,974.60	0	4,501	-	20,704.60	0	0.00
10		Process, Prepare & Stabilize (5% Lime) Existing S	SY	$ 5.50	4,501	24,755.50	$ -	0.0	-	4,501	4,501	24,755.50	0	4,501	-	0	4,501	-	24,755.50	0	0.00
		LIGHT DUTY PARKING AREA																			
11		1.5" HMAC Type D (Limestone)	SY	$ 9.15	8,714	79,733.10	$ -	0.0	-	0	0	-	0	0	-	8,714	8,714	79,733.10	79,733.10	0	0.00
12		Prime Coat (MC-30) 1743ga.	SY	$ 5.00	8,714	43,570.00	$ -	0.0	-	0	0	-	8714	8,714	43,570.00	0	8,714	-	43,570.00	0	0.00
13		Excavate, Stockpile, Replace & Stabilize (2% Lim	SY	$ 4.30	8,714	37,470.20	$ -	0.0	-	0	0	-	8714	8,714	37,470.20	0	8,714	-	37,470.20	0	0.00
14		Process, Prepare & Stabilize (5% Lime) Existing S	SY	$ 4.80	8,714	41,827.20	$ -	0.0	-	0	0	-	8714	8,714	41,827.20	0	8,714	-	41,827.20	0	0.00
15		5' Concrete Valley Gutter	LF	$ 28.00	322	9,016.00	$ -	0.0	-	0	0	-	322	322	9,016.00	0	322	-	9,016.00	0	0.00
16		Type "A" Curb & Gutter	LF	$ 10.50	439	4,609.50	$ -	0.0	-	0	0	-	439	439	4,609.50	0	439	-	4,609.50	0	0.00
17		Remove Curb & Gutter	LF	$ 15.00	227	3,405.00	$ -	0.0	-	0	0	-	227	227	3,405.00	0	227	-	3,405.00	0	0.00
18		15' x 5' Concrete Spillway	EA	$ 250.00	5	1,250.00	$ -	0.0	-	0	0	-	5	5	1,250.00	0	5	-	1,250.00	0	0.00
19		15' x 3' Concrete Spillway	EA	$ 200.00	1	200.00	$ -	0.0	-	0	0	-	1	1	200.00	0	1	-	200.00	0	0.00
20		18" Rubber Gasket Reinforced Concrete Pipe	LF	$ 39.00	51	1,989.00	$ -	0.0	-	0	0	-	51	51	1,989.00	0	51	-	1,989.00	0	0.00
		Total Base Bid:				**671,777.85**			-			**122,270.50**			**276,866.25**			**272,641.10**	**671,777.85**		**0.00**
		TOTAL AMOUNTS:				**671,777.85**			-			**122,270.50**			**276,866.25**			**272,641.10**	**671,777.85**		**$0.00**

Humberto Garcia Jr.
Print Name

Signature

9/10/15
Date

Exhibit E-D

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT:	Pct. 2 - Equipment & Maintenance Facility - Parking Lot and Access Road	**PROJECT NO.** C-15-085-03-31
OWNER:	Hidalgo County	
CONTRACTOR:	2GS, LLC	
ENGINEER:	Raul Sesin, P.E.	

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None

CONTRACTOR

By

Title Member

Subscribed and sworn to before me this 10th day of September 10, 2015

Notary Public:

My Commission Expires: November 12, 2015

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT:	Pct. 2 - Equipment & Maintenance Facility - Parking Lot and Access Road	**PROJECT NO.** C-15-085-03-31
OWNER:	Hidalgo County	
CONTRACTOR:	2GS, LLC	
ENGINEER:	Raul Sesin, P.E.	

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None

CONTRACTOR

By

Title Member

Subscribed and sworn to before me this 10th day of September 10, 2015

Notary Public:

My Commission Expires: November 12, 2015

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Form L

THE HARTFORD

ENDORSEMENT

Attached to and forming part of Bond Number 65BCSGY6855

effective April 8th 2015

on behalf of 2GS, LC

in favor of Hidalgo County

and in the amount of $671,777.85

It is understood and agreed that effective September 14, 2015

the Bond Amount shall be DECREASED:

From: $671,777.85

To: $670,527.85

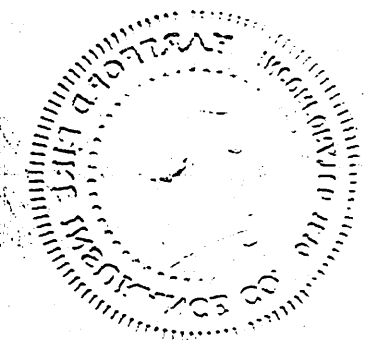
All other conditions and terms remain as originally written.

Signed, Sealed and Dated September 14, 2015.

Hartford Fire Insurance Company

By: _____

Andy Alvarez, Attorney-In-Fact



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 14th, 2015

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County to furnish Road & Parking Lot Improvements in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Pct. 2 - Equipment & Maintenance Facility - Parking Lot and Access Road C-15-085-03-31

In consideration of Pay Estimate No 4 in the amount of thirty-two thousand three hundred thirty - eight dollars and eighty-nine cents DOLLAR($ 32,338.89)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

2GS, LLC
SUPPLIER

BY: [signature] Member
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 10th day of Sept. ,2015 to certify which witness my hand and seal of office.

[signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: Nov. 12, 2015

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Exhibit E-I

Certified Payroll Report

Contractor 2GS, LLC
P.O. BOX 595
PENITAS, TX 78576-0595

Project Equipment & Maintenance Facility

Project/Contract # C-15-085-03-31
Payroll Number 12
For Week Ending 8/16/2015

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day Mon 10	Tue 11	Wed 12	Thu 13	Fri 14	Sat 15	Sun 16	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Andres Gonzalez 2910 Samantha Dr. San Juan, TX 78589	0628	Loader/Backhoe	RT	5.00							5.00	5.00	12.77	63.85	731.15	45.33	10.60	26.00	0.00	0.00	81.93	649.22
Dimas Garcia 3706 Thompson Mission, TX 78574	4487	Asphalt Paving Machine	RT				3.00				3.00	3.00	18.00	54.00	1,314.00	81.47	19.06	155.00	0.00	0.00	255.53	1,058.47
			OT				10.00	12.00			22.00	22.00	27.00	594.00	1,314.00	81.47	19.06	155.00	0.00	0.00	255.53	1,058.47
Jose Cepeda 617 W 30TH St Mission, TX 78574	0225	Common Laborer	RT	6.00			4.50				10.50	10.50	10.00	105.00	692.50	42.93	10.04	30.00	0.00	0.00	82.97	609.53
			OT				8.00	11.50			19.50	19.50	15.00	292.50	692.50	42.93	10.04	30.00	0.00	0.00	82.97	609.53
Jose Juan Perez 203 Amanecer Mission, TX 78572	3310	Common Laborer	RT				5.00				5.00	5.00	12.00	60.00	687.00	42.60	9.96	21.00	0.00	0.00	73.56	613.44
			OT					11.50			11.50	11.50	18.00	207.00	687.00	42.60	9.96	21.00	0.00	0.00	73.56	613.44
Juan D Molina Jr 2804 Helena Ave. Mcallen, TX 78503	2924	Front End Loader 3CY or less	RT				9.50	0.50			10.00	10.00	13.50	135.00	762.75	47.29	11.06	49.00	0.00	0.00	107.35	655.40
			OT					11.00			11.00	11.00	20.25	222.75	762.75	47.29	11.06	49.00	0.00	0.00	107.35	655.40

Date 9/10/15

I, Jose L. Saenz (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

2GS, LLC (Contractor or Subcontractor) on the

Equipment & Maintenance Facility - Parking Lot and Access Road (Building or Work); that during the payroll period commencing on the

10 day of AUGUST, 2015, and ending the 16 day of AUGUST, 2015,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

2GS, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

FICA - $259.62

FED W/H - $281.00

FED MED - $60.72

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Jose L. Saenz, Office Manager	Jose L. Saenz

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Contractor 2GS, LLC
P.O. BOX 595
PENITAS, TX 78576-0595

Project Equipment & Maintenance Facility

Project/Contract # C-15-085-03-31
Payroll Number 13
For Week Ending 8/23/2015

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day Mon 17	Tue 18	Wed 19	Thu 20	Fri 21	Sat 22	Sun 23	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Andres Gonzalez 2910 Samantha Dr. San Juan, TX 78589	0628	Loader/Backhoe	RT	8.50	12.00	14.00		1.50	4.00		40.00	40.00	12.77	510.80	529.96	32.86	7.69	6.00	0.00	0.00	46.55	483.41
			OT						1.00		1.00	1.00	19.16	19.16	529.96	32.86	7.69	6.00	0.00	0.00	46.55	483.41
Dimas Garcia 3706 Thompson Mission, TX 78574	4487	Asphalt Paving Machine	RT		12.00	14.50					26.50	26.50	18.00	477.00	1,179.00	73.10	17.09	134.00	0.00	0.00	224.19	954.81
Edgar Sanchez 1301 E. Hawk Pharr, TX 78577	9500	Common Laborer	RT		11.50	14.00					25.50	25.50	10.00	255.00	355.00	22.01	5.14	0.00	0.00	0.00	27.15	327.85
Ezequiel Sanchez 1301 E. Hawk Pharr, TX 78577	1988	Common Laborer	RT		11.50	14.00					25.50	25.50	12.00	306.00	426.00	26.41	6.18	15.00	0.00	0.00	47.59	378.41
Jose Cepeda 617 W 30TH St Mission, TX 78574	0225	Common Laborer	RT	9.00		14.00					23.00	23.00	10.00	230.00	580.00	35.96	8.41	18.00	0.00	0.00	62.37	517.63
			OT						9.50		9.50	9.50	15.00	142.50	580.00	35.96	8.41	18.00	0.00	0.00	62.37	517.63
Jose Garcia Jr. 223 N. Iowa St Alton, TX 78573	8683	Motor Grader Fine Grade	OT		12.00	14.00	4.00				30.00	30.00	18.00	540.00	720.00	44.64	10.44	93.00	0.00	0.00	148.08	571.92
Jose Juan Perez 203 Amanecer Mission, TX 78572	3310	Common Laborer	RT		10.00	14.00					24.00	24.00	12.00	288.00	597.00	37.01	8.65	12.00	0.00	0.00	57.66	539.34
Juan D Molina Jr 2804 Helena Ave. Mcallen, TX 78503	2924	Front End Loader 3CY or less	RT		10.00	14.00					24.00	32.50	13.50	438.75	438.75	27.20	6.36	0.00	0.00	0.00	33.56	405.19

Date 9/10/15

I, Jose L. Saenz (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

2GS, LLC (Contractor or Subcontractor) on the

Equipment & Maintenance Facility - Parking Lot and Access Road (Building or Work); that during the payroll period commencing on the

17 day of AUGUST, 2015, and ending the 23 day of AUGUST, 2015,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

2GS, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

FICA - $299.19

FED W/H - $278.00

FED MED - $69.96

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Jose L. Saenz, Office Manager	Jose L. Saenz

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Certified Payroll Report

Contractor 2GS, LLC
P.O. BOX 595
PENITAS, TX 78576-0595

Project Equipment & Maintenance Facility

Project/Contract # C-15-085-03-31
Payroll Number 14
For Week Ending 8/30/2015

Employee Name	SSN	Work Classification	Pay Type	Hours Worked by Day Mon 24	Tue 25	Wed 26	Thu 27	Fri 28	Sat 29	Sun 30	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Andres Gonzalez 2910 Samantha Dr. San Juan, TX 78589	0628	Loader/Backhoe	RT	10.00	10.50		4.50				25.00	25.00	12.77	319.25	970.64	60.18	14.07	57.00	0.00	0.00	131.25	839.39
			OT				4.50				4.50	4.50	19.16	86.22	970.64	60.18	14.07	57.00	0.00	0.00	131.25	839.39
Carlos A. Montelongo 1005 Pueblo St Mission, TX 78572	4760	Common Laborer	RT		2.50		0.50				3.00	3.00	12.00	36.00	714.00	44.27	10.35	32.00	0.00	150.23	236.85	477.15
			OT				3.00				3.00	3.00	18.00	54.00	714.00	44.27	10.35	32.00	0.00	150.23	236.85	477.15
Edgar Sanchez 1301 E. Hawk Pharr, TX 78577	9500	Common Laborer	RT	10.50							10.50	10.50	10.00	105.00	595.00	36.89	8.63	20.00	0.00	0.00	65.52	529.48
Hipolito Cantu Pruneda 825 Arroyo Dr. Alamo, TX 78516	0157	Front End Loader 3CY or less	RT	8.00							8.00	8.00	13.50	108.00	513.00	31.81	7.44	61.00	0.00	0.00	100.25	412.75
Jose Cepeda 617 W 30TH St Mission, TX 78574	0225	Common Laborer	RT	10.50	11.50		3.00				25.00	25.00	10.00	250.00	805.00	49.91	11.67	44.00	0.00	0.00	105.58	699.42
			OT				6.00				6.00	6.00	15.00	90.00	805.00	49.91	11.67	44.00	0.00	0.00	105.58	699.42
Jose Juan Perez 203 Amanecer Mission, TX 78572	3310	Common Laborer	RT	10.50	10.50		10.00				31.00	30.00	12.00	360.00	777.00	48.18	11.27	30.00	0.00	0.00	89.45	687.55
			OT				2.00				2.00	3.00	18.00	54.00	777.00	48.18	11.27	30.00	0.00	0.00	89.45	687.55
Juan D Molina Jr 2804 Helena Ave. Mcallen, TX 78503	2924	Front End Loader 3CY or less	RT	10.00	10.50	9.00					29.50	29.50	13.50	398.25	732.38	45.41	10.62	44.00	0.00	0.00	100.03	632.35
Lionel Cantu Rodriguez 825 Arroyo Dr Alamo, TX 78516	3000	Motor Grader Fine Grade	RT				3.00				3.00	3.00	17.00	51.00	646.00	40.05	9.37	54.00	0.00	0.00	103.42	542.58
Ovidio Gonzalez 318 Bertha St. Mission, TX 78572	5088	Motor Grader Fine Grade	RT	10.00	11.50						21.50	21.50	16.52	355.18	945.77	58.64	13.71	88.00	0.00	0.00	160.35	785.42
Rufino Hernandez P.O. Box 1234 Sullivan City, TX 78595	9832	Front End Loader 3CY or less	RT	10.00	11.50						21.50	21.50	13.50	290.25	945.01	58.59	13.70	42.00	0.00	0.00	114.29	830.72

Date 9/10/15

I, Jose L. Saenz (Name of Signatory Party) Office Manager (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

2GS, LLC (Contractor or Subcontractor) on the

Equipment & Maintenance Facility - Parking Lot and Access Road (Building or Work); that during the payroll period commencing on the

24 day of AUGUST, 2015, and ending the 30 day of AUGUST, 2015,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

2GS, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

FICA - $473.93

FED W/H - $472.00

FED MED - $110.83

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Jose L. Saenz, Office Manager	Jose L. Saenz

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

LETTER OF TRANSMITTAL

RAUL E. SESIN, PE, CFM
General Manager
Floodplain Administrator

902 N. Doolittle Road
Edinburg, Texas 78542
Off 956 292.7080
Fax 956 292.7089

DATE: 09-18-15

TO: Erika Ramos
HCP No. 2

FROM: Rene D Cavazos

ATTENTION:

JOB TITLE:

HIDALGO COUNTY
PRECINCT NO. 4
2015 SEP 18 AM 9:47

REASON FOR TRANSMITTAL CHECKED BELOW:

- ○ AS REQUESTED
- ○ RETURNED FOR CORRECTIONS
- ○ APPROVED AS SUBMITTED
- ✓ FOR APPROVAL
- ○ APPROVED AS NOTED
- ○ COPY OF LETTER
- ○ REVIEW AND COMMENT
- ○ OTHER
- ○ HAND DELIVERED

REMARKS: Pct 2 Equipment & maintenance facility - Parking lot & Access Rd.
(1) Pay app. No. 4 Retainage (2) Est. Quantity worksheet (3) Certificate of Substantial Completion (4) Certificate of Construction completion (5) Contractors Affidavit of payment of debts & claims (6) Affidavit of Release of Liens (7) Change Ridr (7) final unit quties (8) payroll 12-14

Received By: Elizabeth Casas 9/18/15 @ 9:46a.

Certificate of Substantial Completion

PROJECT: **PCT. 2 – EQUIPMENT AND MAINTENANCE FACILITY PARKING LOT & ACCESS ROAD**

PROJECT NUMBER: **C-15-085-03-31**

OWNER: **HIDALGO COUNTY PRECINCT NO. 2**

CONTRACTOR: **2GS, LLC**

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Hidalgo County		08-27-15
Engineer	By: Raul E. Sesin, P.E.	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 0.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by 08-27-15
Date

2GS, LLC		8/27/15
Contractor	By	Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 a.m./p.m. on _____
Date

Owner	By	Date

Certificate of Substantial Completion

PROJECT:	**PCT. 2 – EQUIPMENT AND MAINTENANCE FACILITY PARKING LOT & ACCESS ROAD**
PROJECT NUMBER:	**C-15-085-03-31**
OWNER:	**HIDALGO COUNTY PRECINCT NO. 2**
CONTRACTOR:	**2GS, LLC**

LIST OF ITEMS TO BE COMPLETED OR CORRECTED FOR THE ABOVE REFERENCED PROJECT.

1. **Grade as required at slope edges and areas disturbed by construction**
2. **Remove excess concrete**
3. **Clean out side walls at storage building of lime slurry splatter**
4. **Remove diesel spots on asphalt at access road, heavy equipment areas and as required**
5. **Address cracks on asphalt at heavy equipment area at Southwest corner**
6. **Patch up concrete at head wall for detention pond.**

PREPARED BY:

Hidago County
ENGINEER

BY: Raul E. Sesin, P.E., CFM

08-27-15
DATE

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 27th DAY OF August A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: May 25, 2015
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: 2GS, LLC
OF THE CITY OF Penitas STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Equipment & Maintenance Facility - Parking Lot & Access Road

CONTRACT NO: C-15-085-03-31
Located in or near the City/Precinct Of Precinct No.2

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $1,250.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$ 671,777.85
Present Amount of Contract	$ 671,777.85
Total Amount of earned to Date	$ 671,777.85
Less: previous payments	$ 638,188.96
Balance	$ 33,588.89
Authorized deductions	$ 1,250.00
AMOUNTY OF FINAL PAYMENT	$ 32,338.89

6. That the final payment in the amount of thirty-two thousand three hundred thirty-eight dollars and eighty-nine cents is now due and payable.

PE

Engineer's Signature

CONCURRED BY:

2GS, LLC

Contractor's Name

By:

Title: Member

CONCURRED BY:

City/Precinct

By:

Title:

Exhibit E-L

AI-51469 **Purchasing Department** **25. B. 2.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Engineering, for "Eldora Road (from FM 3662 (Jackson Road) to I Road) Project,"as approved for negotiations on CC 9/15/15;

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of $893,158.96) as submitted by project engineer, L&G Engineering to provide the Environmental Assessment, Public Involvement, Schematic Design and Design Survey for Phase I for, "Eldora road Project";

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

Funding is being appropriated by Pct 2 Staff.
Funding pending approval of Pct# 2 transfer.

Attachments

C-15-336-09-29-L&G Engineers-Eldora Rd
Legal Approval
WA 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/25/2015 09:13 AM
Budget & Management	Veronica Ortiz	09/25/2015 09:35 AM

Manuel Chapa	Manuel Chapa	09/25/2015 10:39 AM
Auditor's Office	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Rocio Villarreal Started On: 09/21/2015 02:13 PM

Final Approval Date: 09/25/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-336-09-29

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the preparation of the **Environmental Assessment, Public Involvement, Schematic, Surveying, Geotechnical, Pavement Design, Plans-Specifications-Estimates (PS&E), Right-of-Way Map, Right-of-Way Acquisition, Compensable Utilities and Construction Management** for the **Eldora Road (from FM 3662 (Jackson Rd) to I Road) Project** for **Hidalgo County Precinct No. 2** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate on December 31, 2020 or *upon completion of the Project* (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days

Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the

work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and

approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation

by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner**

monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The

acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion

date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof,

shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been

approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the

Owner's consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed

by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price

thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from

errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the

Owner that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a

Project with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project,** nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and

required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or

death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County*** **Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc. d/b/a**
100 E. Cano St. 2nd Floor	**L&G Engineering**
Edinburg, Texas 78539	**2100 West Expwy 83**
	Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2015.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A	– Scope of Services to be provided by the Owner
EXHIBIT B	– Scope of Services to be provided by the Engineer
EXHIBIT C	– Work Schedule
EXHIBIT D	– Contract Rates
EXHIBIT E	– Sample Work Authorization Form
EXHIBIT F	– Sample Supplemental Agreement Form
EXHIBIT G	– Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **Owner** in the development of the proposed improvements to Eldora Road located within the City of Pharr, and within the limits of FM 3662 (Jackson Rd) and I Road in Hidalgo County hereinafter denoted as the **Project.**

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of the Agreement.

3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project.**

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer.**

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Environmental Assessment, Public Involvement, Schematic, Surveying, Geotechnical, Pavement Design, PS&E, Right-of-Way Map, Right-of-Way Acquisition, Compensable Utilities and Const. Mgt for the Cesar Chavez Road project.

LENGTH: 2.3 Miles

HIGHWAY: Eldora Road

LIMITS: from FM 3662 (Jackson Rd) to I Road

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – FEASIBILITY STUDIES
(Function Code 102)

Services Provided By: ENGINEER	COUNTY	
—	—	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
—	—	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Projects.*
—	—	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
—	—	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
—	—	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
—	—	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
—	—	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
—	—	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
—	—	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
—	—	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY	
___	___	1. Route Location Studies*
___	___	2. Level of Service Analysis
___	___	3. Traffic Evaluations and Projections
___	___	4. Develop Roadway Design Criteria
___	___	5. Preliminary Cost Estimates
___	___	6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
___	___	7. Preliminary Right-of-Way Requirements
___	___	8. Design Concept Conference
		9. Soil Core Hole Drilling
___	___	a. Pavement (See Section 7, page 7-3 for requirements)
___	___	b. Retaining Walls (See Section 10, page 10-1 for requirements)
___	___	c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
___	___	d. Bridges (See Section 11, page 11-3 thru 11-4 for requirements)

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
___	___	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
___	___	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
___	___	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
___	___	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
___	___	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
___	___	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
___	___	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
___	___	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
___	___	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
___	___	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
___	___	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
___	___	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be provided as a Technical Report and results included in the administratively complete document.
___	___	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be provided as a Technical Report and results included in the administratively complete document for the project.
___	___	5. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
___	___	6. General Guidelines for Preparation of Environmental Documents
		a. The Biological Impact Evaluation Report will be prepared which will include water resources, threatened and endangered species, etc. and submitted electronically to TxDOT.
		b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
		c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
		d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
		e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
		f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV.
		g. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By: ENGINEER	COUNTY	

NOTE: No work involving right-of-way (ROW) data is to be performed until the COUNTY has given the ENGINEER written approval of the final location of the proposed ROW lines as approved by TxDOT.

___ ___ 1. Ownership Data in a .dgn file
   a. The entire project limits.
   b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

___ ___ 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

___ ___ 3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

___ ___ 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

___ ___ 5. Survey and Stake Right-of-Way

___ ___ 6. Records as Required by the County and State
   a. Records used to establish ownership

___ ___ 7. General Guidelines for Preparation of Right-of-Way Maps
(Sample ROW Maps and Parcel Plats and field notes attached)
GENERAL SPECIFICATIONS
   a. All data submitted by the surveyor will be legible, organized and well documented.
   b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.
   c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.
   d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.
   e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map checklist must be complete, accurate and also considered to be essential and is a part of this contract.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT SPECIFIC SCOPE OF SERVICES
FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING
FC 130 – RIGHT-OF-WAY DATA
Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

GENERAL
a. Abstracting: The SURVEYOR will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

PARCEL PLATS
a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
a. Month(s) and year abstracting was performed upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year map was completed by the SURVEYOR.

l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   (1) State, county, and city within which the proposed parcel of land to be acquired is located.
   (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   (1) A point of commencing (outside property corner).
   (2) A point of beginning on proposed R.O.W. line.
   (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   (6) Note referencing parcel plat.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

GENERAL

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

TITLE SHEET REQUIREMENTS

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJ's
___ List all Major Utilities from Station to Station

INDIVIDUAL MAP SHEET REQUIREMENTS

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

EXISTING INFORMATION

___ R.O.W. lines
___ Whole property or whole property inset

___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc...
___ Identify existing and proposed access denial locations *(if applicable)*

PROPOSED INFORMATION
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc...
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

IMPROVEMENTS
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

UTILITIES
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

** DO NOT SEAL MAP*

FIELD NOTES HEADING
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

GENERAL DESCRIPTION OR "PREAMBLE"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

PARENT TRACT DATA IS SHOWN
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

BEGINNING DESCRIPTION
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PARTICULAR DESCRIPTION

___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

CLOSING DESCRIPTION

___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. *(if applicable)*
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. *(if applicable)*
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By: ENGINEER	COUNTY	
		1. Field Surveying
___	___	a. Primary Project Control – 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer. (1) Establish horizontal control points (2) Establish vertical control points NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
___	___	b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
___	___	(2) Photogrammetric ground control
___	___	(a) Establish horizontal control
___	___	(b) Establish vertical control points
___	___	(c) Place and maintain control point targets
___	___	c. Other Field Surveying (1) **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically. (2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project. (3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer. (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D). (5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
___	___	c. Other Field Surveying *(continued)*
		(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100 ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.
		(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
		(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout.
		(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
___	___	(10) Tie to existing underground and overhead utilities (location, elevation and direction) Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down. Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
___	___	(11) Additional Field Surveying as shown below: (a) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer. (b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
___	___	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
___	___	(14) Soil core hole staking.
___	___	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
___	___	(16) Profiles of existing drainage facilities.
___	___	(17) Measurement of hydraulic opening under existing bridges.
___	___	(18) Obtain elevations of manholes and valves of utilities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		c. Other Field Surveying *(continued)*
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges or culverts that may conflict with new construction.
___	___	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
___	___	(22) Inventory signs, mailboxes, and driveways
___	___	(23) Survey controlled data sheets per TxDOT guidelines.
___	___	2. Photogrammetric Products
		a. Uncontrolled Photography
		(1) Contact Prints
		(2) Mosaics
		(3) Digital ortho plots
		b. Mapping
		(1) Planimetric Maps
		(2) Contour Maps
		(3) Cross Sections
		(4) Profiles
		(5) Digital Terrain Models (DTM)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
___	___	a. Horizontal and Vertical Alignment
___	___	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
___	___	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
___	___	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
___	___	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
___	___	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
___	___	b. Typical Sections
___	___	c. Design Cross Sections
___	___	d. Determine Cut and Fill Quantities
___	___	e. Slope Stability Analysis
___	___	f. Embankment Foundation Stability Analysis
___	___	g. Embankment Settlement Analysis
		5. Pavement Design
___	___	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
___	___	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design by STATE
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

SECTION 8 - DRAINAGE

(Function Code 161)

Services Provided By: ENGINEER	COUNTY	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.
		1. Hydrologic Map
___	___	a. Hydrologic data/discharge determination for outfalls
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations and Drainage area maps showing existing conditions and proposed improvements.
___	___	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
___	___	(2) Storm water detention required outside the ROW (as per HCDD#1)
___	___	(3) Culverts
___	___	(4) Bridge waterways
___	___	(5) Channels
___	___	(6) Storm sewers/inlets
___	___	(7) Pump stations
___	___	(8) Storm Water Management facilities
___	___	(9) Other
		(a) Irrigation Canals/Siphons
___	___	b. Hydraulic report(s)
___	___	c. Federal Emergency Management Agency (FEMA) floodway requirements
___	___	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
___	___	(1) New culverts
___	___	(2) Culvert widening and/or lengthening
___	___	(3) Culvert replacements
		b. Storm sewers
___	___	(1) New storm sewers
___	___	(2) Modify existing storm sewers
___	___	(3) Inlets
___	___	(4) Manholes
___	___	(5) Trunk lines
		c. Pump stations
___	___	d. Subsurface drainage at retaining walls
___	___	e. Outfall channel(s) within the ROW
___	___	f. Outfall channel(s) outside the ROW
___	___	g. Detention Pond(s) within the ROW
___	___	h. Detention Pond(s) outside the ROW
___	___	i. Summary of Quantities
___	___	j. Storm Water Management facilities
___	___	4. Storm Water Pollution Prevention Plan (SW3P)
___	___	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	COUNTY	
___	___	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	2. Summary of Small Signs Tabulation
___	___	3. Summary of Large Signs Tabulation including all Guide Signs
___	___	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
___	___	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
___	___	(2) Photographs as appropriate
___	___	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
___	___	(a) Existing
___	___	(b) Estimated
___	___	(c) Projected
___	___	(d) Pedestrian
___	___	(5) Traffic Survey - Count Analysis
___	___	(6) Recommendation based on above data
		b. Layout
___	___	(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Traffic Signals *(continued)*
___	___	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
___	___	(a) Confirm power source
___	___	(b) Discuss route of aerial or underground interconnect cable (when applicable)
___	___	(c) Adjustment of overhead utility lines
___	___	(2) Prepare governing specifications and special provisions list
___	___	(3) Prepare project estimate
___	___	d. Summary of Quantities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls
		a. Structural Details
___	___	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
___	___	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
___	___	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
___	___	(1) Mechanically Stabilized Earth
___	___	(2) Concrete Block Wall Systems
___	___	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
___	___	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
___	___	e. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
___	___	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
___	___	g. Estimate
___	___	h. Summary of Quantities
___	___	i. Typical X-section.
___	___	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
___	___	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
___	___	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3. Illumination *(continued)*
___	___	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
___	___	a. Erosion Control
___	___	b. Landscape Development
___	___	5. Compute and Tabulate Quantities
___	___	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
___	___	(a) New O.S.B. structure(s)
___	___	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
___	___	(2) High Mast Illumination Poles (HMIP)
___	___	(3) Traffic Signal Supports
___	___	(4) Conventional Illumination Poles
___	___	(5) Sound Barrier Walls
___	___	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
___	___	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
___	___	a. Utility Agreements
___	___	b. Exhibits for Utility Agreements
___	___	c. Railroad Agreements
		d. Railroad Exhibits
___	___	(1) Railroad Underpasses
___	___	(2) Railroad Overpasses
___	___	(3) Railroad Grade Crossing (Replanking)
___	___	(4) Railroad Grade Crossing Warning Systems (Signals)
___	___	(5) Other Miscellaneous Sketches for Railroads
___	___	e. Traffic Signal Agreements
___	___	f. Exhibits for Traffic Signal Agreements
___	___	9. Estimate
___	___	10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN
(Function Code 170)

Services Provided By: ENGINEER	COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
___	___	(1) Underpass(es)	
___	___	(2) Overpass(es)	
___	___	(3) Main Lanes	_____
___	___	(4) Direct Connector(s)	_____
___	___	(5) Ramp Bridge(s)	_____
___	___	(6) Waterway Structure(s)**	_____
___	___	(7) Pedestrian Structure(s)	_____
___	___	(8) Utility Structure(s)	_____
___	___	(9) Railroad Underpass(es)	_____
___	___	(10) Railroad Overpass(es)	_____
___	___	(11) Bridge Classification Culvert(s)**	_____
___	___	(11) Alternate Structural Designs	_____
___	___	(12) Alternate Foundation Design	_____
		Total New Structures =	
		b. Existing Structure(s)	_____
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
___	___	(2) Bridge Replacement	_____
___	___	(3) Raising Bridge Elevation	_____
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	_____ _____
___	___	(5) Railroad Overpass(es)	_____
___	___	(6) Railroad Underpass(es)	_____
		Total Existing Structures =	_____

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By: ENGINEER	COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge) *(continued)* c. Additional layout requirements for waterway structures and bridge classification culverts. (1) Design and 100-year peak discharges. (2) Design and 100-year high water (HW) (Recorded HW and date if available) (3) Natural and through-bridge velocities for design and 100-year floods. (4) Calculated backwater for design and 100-year floods. (5) Direction of flow for waterway crossings. (6) Contours for water crossing.
___	___	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
___	___	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
___	___	5. Bridge Total Quantities and Cost Estimates (each bridge)
___	___	6. Bridge Special Provisions and Specifications (each bridge)
___	___	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
___	___	8. General Guidelines for Bridge Design a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.** Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following: • TxDOT Design Division, when applicable: - Railroad Companies - FHWA - U.S. Army Corps of Engineers - U.S. Coast Guard - Bureau of Reclamation - Texas Parks and Wildlife - Others Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this. b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design. c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services Provided By:
ENGINEER COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

___ ___ **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. XX PARCELS, XX EASEMENTS AND XX RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	COUNTY	
		1) PROJECT ADMINISTRATION
___	___	a) Negotiation of Scope of Services for Work Authorization i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
___	___	b) Project Presence at L&G Consultant Office Headquarters i) Full Project Office (1) No Joint Use of COUNTY or TxDOT facilities (2) Open during normal COUNTY and State work hours (3) Personnel available to answer questions (4) Availability of Project Files (5) At least one office staff member is required to be a current commissioned notary public.
___	___	c) Overhead Costs i) Administrative costs
___	___	d) Communication i) Provide monthly progress reports with invoice. ii) Participate in project review meetings as determined by the COUNTY. iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
___	___	e) File Management i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary. ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation. iii) Maintain records of all payments including check number, amount, and date paid, etc. iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference. v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
___	___	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
___	___	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
___	___	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		3) APPRAISAL
___	___	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
___	___	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
___	___	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
___	___	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
___	___	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
___	___	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
___	___	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
___	___	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
___	___	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
___	___	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
___	___	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
___	___	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	COUNTY	
___	___	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
___	___	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
___	___	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the TxDOT/COUNTY.
___	___	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
___	___	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
___	___	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
___	___	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
___	___	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
___	___	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
___	___	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
___	___	f) Respond to property owner inquiries verbally and in writing within two business days.
___	___	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	COUNTY	
___	___	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
___	___	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
___	___	j) Prepare final offer letter, documents of conveyance as necessary.
___	___	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
___	___	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
___	___	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
___	___	n) The consultant shall, as part of this proposal, estimates 10% of the parcels identified on Page 37 may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
___	___	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
___	___	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
___	___	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
___	___	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
___	___	b) L&G will provide advisory services to business displacements and relocate them effectively.
___	___	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
___	___	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

Services Provided By:
ENGINEER COUNTY

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

___ ___ b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

11) PAYMENT SCHEDULE

___ ___

a) Project Administration
   i) Payment and Milestones
      (a) Full Project Office
         (1) Lump Sum Basis (assume 1 year project presence)
         (2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
         (3) Remainder paid out in equal monthly installments of 15% starting the following month.
         (4) Monthly billing to COUNTY OF HIDALGO will be required.

b) Title Services
   ii) Payment
      (a) Per Parcel basis.
   iii) Milestones
      (a) 100% upon securing initial title commitment.

c) Appraisal Services
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% paid upon delivery of complete and acceptable appraisal report

d) Appraisal Review
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon submission of ROW-A-10

e) Appraisal Update
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon delivery of complete and acceptable appraisal update.

f) Negotiation, Task, and Fees
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 80% upon presentation of initial offer.
      (b) 20% upon successful negotiation and all instruments are recorded.

g) Closing Service Fees
   i) Payment
      (a) Per Parcel Basis
   ii) Milestones
      (a) 100% upon recordation of instrument of conveyance.

h) Relocation Assistance
   i) Payment
      (a) Per Relocation
   ii) Milestones
      (a) 100% upon issuance of 90-day vacancy letter.

i) Compensable Utilities
   i) Payment
      (a) By percent complete

SECTION 14 - ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
   a. General Drainage Area Maps
   b. Stage-Discharge Curves
   c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
   d. Drainage Area Maps/Culverts/Storm Sewer
   e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
   a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
   b. Channel Plan/Profiles/Typical Sections
   c. Box Culvert Plan/Profile
   d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Title Sheet
Project Layout
Sequence of Work
Detour Layouts & Profiles
Construction Pavement Markings
Signing & Barricades
Construction Sign & Beacons
Typical Sections
Shaping & Finishing Sections
Slopes Adjacent to Shoulders
Estimate & Quantities
General Notes & Specification Data
Grading Summary
Miscellaneous Summaries (See following "SUMMARIES" heading)
Horizontal Curve Data & Alignment Layouts
Drainage Summaries
Structure Summaries
Erosion Control Summary & Details
Plan/Profile Sheets
Erosion Control Summary & Details
Pavement Contours
Superelevation Transition (If Required)
Grading Contours
Guard Fence Layouts
Storm Water Pollution Prevention Plans (SW3P)
Drainage Area Maps
Hydraulic Data
Drainage Sheets
Bridge Hydrology Sheets
Inlet & Manhole Details
Utility Support Details
Culvert Cross Sections & Details
Special Culvert Designs
Special Drainage Details
Chain Link Fence Locations
Ramp Details Sheet
Removal Item Sheet - Including detours
(Shown in detour summary, No payment for removal; subsidiary to construction detours)
Pavement Details
Pavement Standard Modification for Concrete Shoulder
Concrete Pavement Continuously Reinforced (CPCR)
Concrete Pavement Contraction Design (CPCD)
Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
Bridge Approach Slab Details
Vehicle Attenuator Details
Miscellaneous Details
Wheelchair Ramps
Pavement Marking Details
Modified Standards
List of Standards
Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Permanent Lighting Plans, Quantities & Standards
Bridge Layout(s)
Bridge Details
Retaining Wall Layout(s)
Retaining Wall Details
Pumphouse Details
Underdrain Details (Retaining Walls)
Culvert Standards
Soil Profile
Temporary Traffic Signals
Design Cross Sections
Estimate
List of Standard Specification, Special Provisions & Special Specifications
Detour Special Provisions (If Required)
Construction Time Estimate
Critical Path Method (CPM)
Unit Price Documentation

Miscellaneous

Conduit Requirements
Traffic signal Requirements

Summaries

Salvaging and Placing Topsoil
Prepare ROW
Remove Old Structures
Scarify Existing Pavement
Remove Old Concrete Curb of Curb and Gutter (C&G)
Remove Old Concrete Pavement
Remove Old Concrete Riprap
Remove Metal Beam Guard Fence
Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
Temporary Guard Fence (TEMPGF)
Summary of Concrete Flumes
Curbs
Adjust Manholes & Inlets
Underdrains
Base and Pavement
Large Structure
Concrete Riprap (RR8 & RR9)
Temporary Portable Concrete Barrier (PCBR)
Concrete Traffic Barrier
Vehicle Attenuator
Guard Rail Energy Absorbing Terminal (Great System)
Pavement Markings & Blast Cleaning (Thermoplastic)
Retaining Walls
Large Structure Summaries
Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Summaries

Earthwork (Roadway & Channel) & Channel Details
Culverts
Detours
Seeding or Mulch Sod - Quantity Only
Inlet & Manholes
Sidewalks
Construction Pavement Markings
Driveways
Concrete Median
Storm Sewers
Head Walls & Safety End Treatments
Curb Openings
Manholes
Chain Link Fence, Remove & Replace Chain Link Fence
Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

Client: Hidalgo County Precinct #2

EXHIBIT "C" PROJECT DEVELOPMENT SCHEDULE
Eldora Road
From FM 3662 (Jackson Rd) To I Road
Length = 2.30 miles

TASK AND DESCRIPTION	FIRM	2015				2016												2017												2018												2019				2020			
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Phase I: EA, Public Involvement, Schematic																																																
Public Involvement																																																
Develop Alternatives & Matrix	L&G																																															
Advertise & Conduct Public Meeting	L&G																																															
Select TPA	L&G																																															
Schematic																																																
Develop Schematic	L&G																																															
Hydrologic Map	L&G																																															
TxDOT Review & Revisions	TxDOT																																															
TxDOT Schematic Approval	TxDOT																																															
Environmental Document																																																
Draft Environmental Document, Field Visits, etc...	L&G																																															
Submit Final Draft Document	L&G																																															
Agency Review & Revisions	TxDOT																																															
Environmental Decision	TxDOT																																															
Phase II: PS&E, ROW Map & Acquisition																																																
PS&E																																																
Design Survey	L&G																																															
Compensable Utility Oversight	L&G																																															
Outfall Coordination with HCDD #1	L&G																																															
30% PS&E Completion	L&G																																															
60% PS&E Completion	L&G																																															
90% PS&E Completion	L&G																																															
95% PS&E Completion	L&G																																															
100% Mylars	L&G																																															
TxDOT Plan Set Approval	TxDOT																																															
ROW Map																																																
Prepare ROW Map	L&G																																															
TXDOT Review & Revisions	TxDOT																																															
TxDOT ROW Map Approval	TxDOT																																															
ROW Acquisition (Est. 31 Parcels)																																																
ROW Release (Dependent on Availability of Funds)	TxDOT																																															
Project Administration	L&G																																															
Coordination with County & TxDOT	L&G																																															
Title Commitments	L&G																																															
Appraisal Reports	L&G																																															
Appraisal Review Reports	L&G																																															
Appraisal Update Reports	L&G																																															
Approved Values by TxDOT	TxDOT																																															
Acquisition Negotiation Offers	L&G																																															
Title Curative Process	L&G																																															
Title Commitment Updates	L&G																																															
Payments for Parcels	L&G																																															
L&G Condemnation Support Process	L&G																																															
Eminent Domain Proceedings by County	County																																															
Title Insurance Policies	L&G																																															
Consumation of Outstanding Cases	L&G																																															
Phase III: Construction																																																
Let Project (Est. Earliest Date: June 2018)	TxDOT																																															
Construction Duration	L&G																																															
Open To Traffic	TxDOT																																															

EST 20 MONTHS CONSTRUCTION

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

2:56 PM9/17/2015

EXHIBIT "D"
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2014

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15
Principal	$ -	$ -
Senior Project Manager	$ 70.00	$ 211.40
Engineer (V) - Senior Engineer	$ 58.00	$ 175.16
Senior Environmental Planner/Specialist	$ 49.00	$ 147.98
Engineer (III) - Project Engineer	$ 43.00	$ 129.86
Engineering Lab Manager	$ 34.00	$ 102.68
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 96.64
Environmental Planner/Specialist (II)	$ 30.00	$ 90.60
Project Inspector (V)	$ 28.00	$ 84.56
Record Keeper	$ 27.00	$ 81.54
Environmental Planner/Specialist (I)	$ 26.00	$ 78.52
Project Inspector (I)	$ 22.00	$ 66.44
CADD Operator / GIS Analyst	$ 22.00	$ 66.44
Admin/Clerical	$ 20.00	$ 60.40
Soil & AggregateTechnician	$ 17.00	$ 51.34
Concrete Technician	$ 17.00	$ 51.34
Asphalt Technician	$ 17.00	$ 51.34
Negotiated Overhead Rate: **169.26%** Negotiated Profit Rate: **12.00%** Multiplier: **3.02**	Contract Rates include labor, overhead, and profit.	

Other Direct Expenses:	Cost:
Lodging	$85/night
Meals	$36/day
Mileage	$0.56/mile
Car Rental	$75.00/day
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each

EXHIBIT "D"
CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES
Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	$441.66/Day
Stand-By Time	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.
Soil Boring / Solid Stem	$31.08/Lf
Soil Boring / Hollow Stem	$31.08/Lf
Soil Boring / Mud Rotary	$31.08/LF
Mileage (Logger-Soil Tech)	$.56/Mi.
Support Truck	$1.65/Mi.
Piezometer / Monitoring Well	**By Quote**

Soil Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$212.59/Ea.
Standard Proctor	ASTM D 698	$205.82/Ea.
Modified Proctor	ASTM D 1557	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	$53.27/Ea.
Consolidation Test	ASTM D 2435	$521.51/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.25/Ea.

EXHIBIT "D"
CONTRACT RATES

***(In Conjunction w/ SSD Unit Wt of Aggregates)**		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$72.99/Ea
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$86.40/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$90.00/Ea.
Asphalt Content	Tex-236-F	$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.00/Ea.
Lab Molded Density	Tex-207-F	$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$73.04/Ea.
In-Place Air Voids	Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	$100.00/Ea.
Thermal Profile	Tex-244-F	$175.00/Ea.
Ride Quality	Tex-1001-S	**By Quote**
Pavement Investigation (All Inclusive – QA Verification Field Sample) – Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index		$498.08/Ea.

Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$232.41/Ea.

***(In Conjunction w/ Field Inspection)**

EXHIBIT "D"
CONTRACT RATES

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$25.00/Ea.

CMT Engineering Review, Evaluation, Management & Administration

Test Report.....$23.59/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage..... .56/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$**_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No. ___**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2013 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2015.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

Exhibit "G"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER B : Continental Casualty Insurance Co.	20443
	INSURER C : Gemini Insurance Co.	10833
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2015	07/19/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2015	07/19/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6016425631	07/23/2015	07/23/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-01	07/19/2015	07/19/2016	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HIdalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281

Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RUBY CASAS INSURANCE AGENCY 702 N Closner Blvd Edinburg, TX 78541	CONTACT NAME: PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246 E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com
INSURED L&G CONSULTING ENGINEERS, INC DBA L&G ENGINEERING 2100 W EXPRESSWAY 83 MERCEDES, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: TRUCK INSURANCE EXCHANGE — 21709 INSURER B: FARMERS INSURANCE EXCHANGE — 21652 INSURER C: MID CENTURY INSURANCE COMPANY — 21687 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	Y	Y	605850941	07/19/2015	07/19/2016	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-15-336-09-29-L&G Consulting Engineers-El Dora Rd Project-Pct 2

From : Steve Crain <scrain@atlashall.com> Mon, Sep 21, 2015 12:36 PM
Subject : RE: C-15-336-09-29-L&G Consulting Engineers-El Dora Rd Project-Pct 2
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Good to go.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 21, 2015 12:08 PM
To: Steve Crain
Subject: Re: C-15-336-09-29-L&G Consulting Engineers-El Dora Rd Project-Pct 2

Mr. Crain:

Attached the corrected agreement for 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

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, September 21, 2015 10:40:39 AM
Subject: RE: C-15-336-09-29-L&G Consulting Engineers-El Dora Rd Project-Pct 2

The attachment only contained the first two pages of the Agreement.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 21, 2015 9:24 AM
To: Steve Crain
Subject: C-15-336-09-29-L&G Consulting Engineers-El Dora Rd Project-Pct 2

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work

(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-336-09-29
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide the Environmental Assessment, Public Involvement, Schematic Design and Design Survey for Phase I of the Eldora Road Project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$893,158.96** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule*.**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding source:
Account No**. _____**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Precinct No. 2,** Commissioner Eduardo "Eddie" Cantu, as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **Owner** in the development of the proposed improvements to Eldora Road located within the City of Pharr, and within the limits of FM 3662 (Jackson Rd) and I Road in Hidalgo County hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of the Agreement.

3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1 - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Environmental Assessment, Public Involvement, & Schematic Design for the Eldora Road Project

LENGTH: 2.3 Miles

HIGHWAY: Eldora Road Project

LIMITS: From FM 3662 (Jackson Rd) to I Road

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 - ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
YES	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 6, page 6-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO	N/A		a. Pavement (See Section 6, pages 6-3 thru 6-4 for requirements)
N/A	N/A		b. Retaining Walls (See Section 9, page 9-1 thru 9-2 for requirements)
NO	N/A		c. Miscellaneous Structures (See Section 9, page 9-4 for requirements)
N/A	N/A		d. Bridges (See Section 10, page 10-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
N/A	N/A	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*
YES	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
YES	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
YES	NO	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
YES	NO	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
YES	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	NO	7. General Guidelines for Preparation of Environmental Documents

a. The Biological Impact Evaluation Report will be prepared and submitted electronically to TxDOT.
b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT.
c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
e. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV.
g. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment
YES	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
N/A	N/A	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
NO	N/A	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
NO	N/A	b. Typical Sections
NO	N/A	c. Design Cross Sections
NO	N/A	d. Determine Cut and Fill Quantities
N/A	N/A	e. Slope Stability Analysis
N/A	N/A	f. Embankment Foundation Stability Analysis
N/A	N/A	g. Embankment Settlement Analysis
		5. Pavement Design
NO	N/A	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
NO	N/A	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
NO	N/A	(a) Along center line
NO	N/A	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

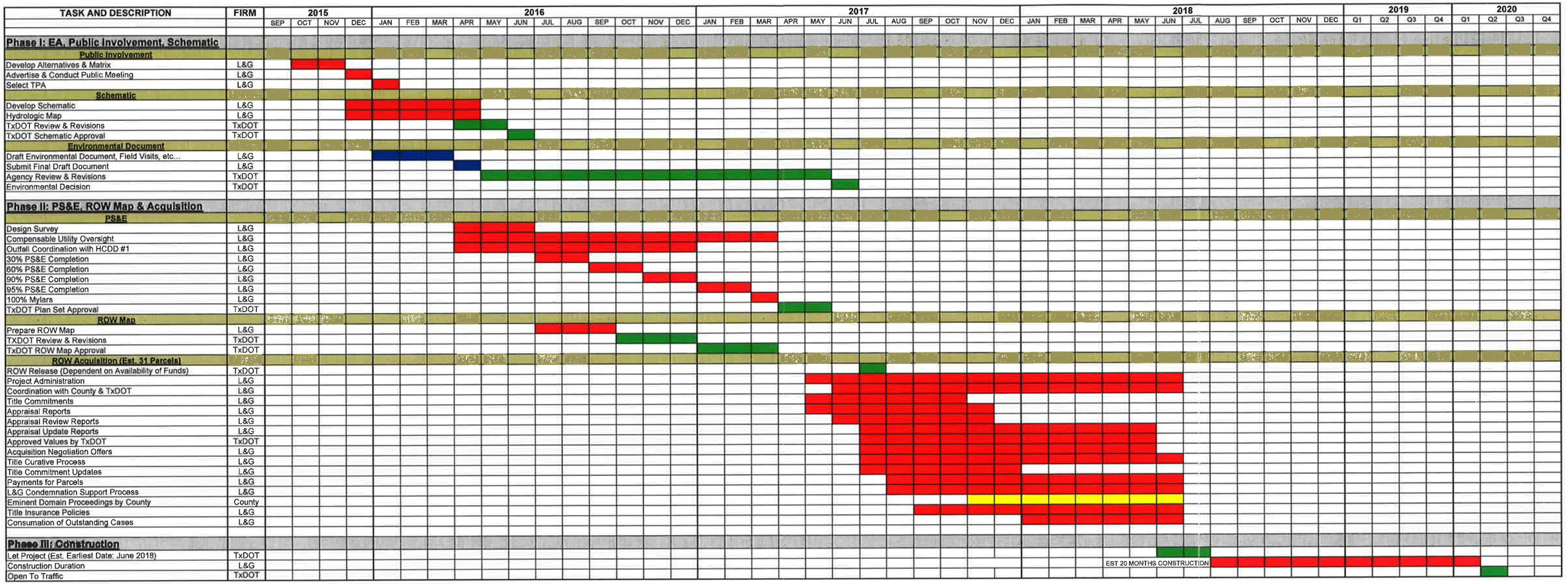
EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
NO	N/A	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	N/A	d. Traffic Data for Pavement Design by STATE
NO	N/A	e. Basic Design Criteria
NO	N/A	f. Life Cycle Cost Analysis(es)
NO	N/A	g. Cost Data
NO	N/A	h. Pavement Material Properties
NO	N/A	i. Rehabilitation Investigations
NO	N/A	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

Client: Hidalgo County Precinct #2

EXHIBIT "C" PROJECT DEVELOPMENT SCHEDULE
Eldora Road
From FM 3662 (Jackson Rd) To I Road
Length = 2.30 miles

TASK AND DESCRIPTION	FIRM
Phase I: EA, Public Involvement, Schematic	
Public Involvement	
Develop Alternatives & Matrix	L&G
Advertise & Conduct Public Meeting	L&G
Select TPA	L&G
Schematic	
Develop Schematic	L&G
Hydrologic Map	L&G
TxDOT Review & Revisions	TxDOT
TxDOT Schematic Approval	TxDOT
Environmental Document	
Draft Environmental Document, Field Visits, etc...	L&G
Submit Final Draft Document	L&G
Agency Review & Revisions	TxDOT
Environmental Decision	TxDOT
Phase II: PS&E, ROW Map & Acquisition	
PS&E	
Design Survey	L&G
Compensable Utility Oversight	L&G
Outfall Coordination with HCDD #1	L&G
30% PS&E Completion	L&G
60% PS&E Completion	L&G
90% PS&E Completion	L&G
95% PS&E Completion	L&G
100% Mylars	L&G
TxDOT Plan Set Approval	TxDOT
ROW Map	
Prepare ROW Map	L&G
TXDOT Review & Revisions	TxDOT
TxDOT ROW Map Approval	TxDOT
ROW Acquisition (Est. 31 Parcels)	
ROW Release (Dependent on Availability of Funds)	TxDOT
Project Administration	L&G
Coordination with County & TxDOT	L&G
Title Commitments	L&G
Appraisal Reports	L&G
Appraisal Review Reports	L&G
Appraisal Update Reports	L&G
Approved Values by TxDOT	TxDOT
Acquisition Negotiation Offers	L&G
Title Curative Process	L&G
Title Commitment Updates	L&G
Payments for Parcels	L&G
L&G Condemnation Support Process	L&G
Eminent Domain Proceedings by County	County
Title Insurance Policies	L&G
Consumation of Outstanding Cases	L&G
Phase III: Construction	
Let Project (Est. Earliest Date: June 2018)	TxDOT
Construction Duration	L&G
Open To Traffic	TxDOT



L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION
HIDALGO COUNTY FUNCTION

2:53 PM9/17/2015

EXHIBIT D
WA#1 ~ FEE PROPOSAL

Eldora Road Project
HIDALGO COUNTY PRECINCT #2

	TASK	MANHOURS							Total Line Item Cost
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Senior Environmental Scientist/Specialist	Admin / Clerical	L&G TOTAL HOURS	
	WA #1 - Eldora Enviornmental Assessement, Public Involvement, & Schematic Design								
1	Environmental Document for TxDOT/FHWA	20				1144	436	1600	$ 199,851.52
2	Public Involvement for the Project with Stakeholders and 1 Public Meeting	26	95	138			26	285	$ 41,627.68
3	Archeological and Historical Research					378	150	528	$ 64,996.44
4	Engineering Technical Support at Public Meetings with Layouts, Etc.	55	140	150	148		26	519	$ 71,501.52
5	Schematic for Roadway (TxDOT/FHWA)	70	396	510	400			1376	$ 189,045.96
6	Hydrological Map for Outfall Drain Ditch (HCDD#1)	44	213	233	198			688	$ 96,002.78
7	Office Surveys for Schematic (Prel. Ownership Identificationa and Property Rights)	54	112	131	90		87	474	$ 61,997.58
8	Preliminary Compensable Utilities Identification on Schematic	28	74	82	67			251	$ 36,004.44
9	Update Schematic Based on Comments as Provided by TxDOT/FHWA	60	128	164	120			472	$ 67,998.32
10	Engineering Tehnical Support at Public Hearing with Layouts, Etc.	10	40	64	30		36	180	$ 22,505.04
11	Public Involvement for 1 Public Hearing	23	51	192			48	314	$ 41,627.68
	Subtotal Hours	**390**	**1249**	**1664**	**1053**	**1522**	**809**	**6687**	
	Hourly Base Rate	$ 70.00	$ 58.00	$ 43.00	$ 30.00	$ 49.00	$ 20.00		
	FY 15 Contract Hourly Rate w/ OH Mult. (178.12%) & Fixed Fee (12.00%)	$ 211.40	$ 175.16	$ 129.86	$ 96.64	$ 147.98	$ 60.40		
	Total Labor Costs	**$ 82,446.00**	**$ 218,774.84**	**$ 216,087.04**	**$ 101,761.92**	**$ 225,225.56**	**$ 48,863.60**	**$ 893,158.96**	**$ 893,158.96**

Total Project Fee (Work Authorization #1): **$893,158.96**

AI-51430 **Purchasing Department** **25. C. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rudy Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Constable Pct. 2 and Constable Pct. 4
A. Requesting approval to purchase (1) one 2016 Chevrolet Tahoe each through the County's membership/participation with TASB BuyBoard Coop Program awarded vendor, Caldwell Country Chevrolet (Contract# 430-13; Exp. 11/30/16) for a combined total of $71,551.00 which includes delivery and a one-time, order processing charge; the delivery time for these vehicles is approximately (2) two weeks from receipt of a purchase order.

B. Requesting approval to purchase all lighting accessories [through the County's membership/participation with TASB BuyBoard Coop Program] from awarded vendor Fleet Safety (Contract# 432-13; Exp. 3/31/17).

BACKGROUND

Both Vehicle and Accessories are being purchased from StoneGarden funding.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-421-00-292-047-7-752

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

BUDGETARY IMPACT:

Funding available as of 9/24/15.
Req#284344

Funding source is StoneGarden grant.

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-421-00-294-047-7-752

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

BUDGETARY IMPACT:

Funding available as of 9/24/15.
Req#284437

Funding source is StoneGarden grant.

Attachments

Pct 2 Quote
Pct 4 Quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Monica Badillo	09/17/2015 02:05 PM
Purchasing Department	Marty Salazar	09/17/2015 05:14 PM
Budget & Management	Monica Badillo	09/18/2015 11:02 AM
Purchasing Department	Darlene Betancourt	09/23/2015 12:21 PM
Budget & Management	Debbie Tamez	09/23/2015 04:31 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Rudy Salinas		Started On: 09/17/2015 10:42 AM
Final Approval Date: 09/25/2015		

Constable Pct 2 - (1) 2016 Chevy Tahoe (PPV)

BuyBoard Cooperative Purchasing

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Rudy** [Log Off]

Administration | RFQ | Purchase Order | Reports | Shopping Cart | Help

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor
Browse Contracts
Instructional Materials

Additional Resources

Vendor Contract Information

Back

Vendor Name: Caldwell Country Chevrolet
Address: P. O. Box 27
Caldwell, TX 77836
Phone Number: (979) 567-6116
Email: aknapp@caldwellcountry.com
Website: http://www.caldwellcountry.com
Federal ID: 14-1856872
Contact: Averyt Knapp
Accepts RFQs: Yes
Minority Owned Vendor: No
Women Owned Vendor: No
Contract Name: Vehicles, Heavy Duty Trucks & Options
Contract#: 430-13
Effective Date: 12/01/2013
Expiration Date: 11/30/2016
Service Fee: Purchase order subject to a $400 service fee
Payment Terms: Net 30 days
Delivery Days: 120
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: All Texas Regions
States Served: All States
Additional Info: NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members.
Quote Reference Number: 430-13
Return Policy: Negotiable

APPROVED
By Rudy Salinas at 1:13 pm, Sep 18, 2015

Show 25 results

Narrow Results: tahoe

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Caldwell Country Chevrolet	Chevrolet Tahoe Police Package (PPV CC15706). 2WD Police package with all manufacturer standard equipment. Line Item 34	N/A	$33,935.00		Add Show Details
Caldwell Country Chevrolet	Per Mile Delivery Fee for Vehicles. Line Item 43	N/A	$2.85		Add Show Details

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: HIDALGO COUNTY Const PCT2	Contractor: CALDWELL COUNTRY
Contact Name: FERANDO GAITAN #213 (DEPUTY CONSTABLE)	CALDWELL COUNTRY
Email: FERNANDO.GAITAN@CO.HIDALGO.TX.US	Prepared By: Averyt Knapp
Phone #: 956-784-3510 956-318-2626 (X-4857) (PURCHASING)	Email: aknapp@caldwellcountry.com
Fax #: 956-784-8687	Phone #: 979-567-6116
Location City & State: PHARR, TX	Fax #: 979-567-0853
Date Prepared: SEPTEMBER 14, 2015	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872

Product Description: 2016 CHEVROLET TAHOE PPV CC15706

A Base Price & Options:	$33,935 ✓

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
7X6	LH SPOTILGHT ($490)	$466 ✓			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					$466 ✓

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D (FREIGHT 346 MILES @ $2.85 -300 WEST HALL ACRES, SUITE F, PHARR, TEXAS 78577)	$986 ✓
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$35,387
Quantity Ordered	1
Subtotal E	$35,387
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400 ✓
G. Color of Vehicle: BLACK	
H. Total Purchase Price (E+F)	$35,787
Estimated Delivery Date: Unit In Stock	Approx 7-14 Days

2016 Chevrolet Tahoe

2016 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE August 31, 2016

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	Employee Price(c)	DFC
CC15706	2WD Tahoe 1LS/1FL	$47,000.00	$0.00	$47,000.00	$43,710.00	$42,300.00	$42,161.60	$1,195.00
CK15706	4WD Tahoe 1LS/1FL	$50,000.00	$0.00	$50,000.00	$46,500.00	$45,000.00	$44,840.00	$1,195.00
CC15706	2WD Tahoe LT	$52,030.00	$0.00	$52,030.00	$48,387.90	$46,827.00	$46,652.38	$1,195.00
CK15706	4WD Tahoe LT	$55,030.00	$0.00	$55,030.00	$51,177.90	$49,527.00	$49,330.78	$1,195.00
CC15706	2WD Tahoe LTZ	$61,610.00	$0.00	$61,610.00	$57,297.30	$55,449.00	$55,205.41	$1,195.00
CK15706	4WD Tahoe LTZ	$64,610.00	$0.00	$64,610.00	$60,087.30	$58,149.00	$57,883.81	$1,195.00

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	Employee Price(c)
1FL	Fleet	($1,600.00)	$0.00	($1,600.00)	($1,456.00)	($1,408.00)	($1,397.76)
	Fleet	($4,985.00)	$0.00	($4,985.00)	($4,536.35)	($4,386.80)	($4,354.90)
	Fleet	($5,085.00)	$0.00	($5,085.00)	($4,627.35)	($4,474.80)	($4,442.26)
	Fleet	($5,685.00)	$0.00	($5,685.00)	($5,173.35)	($5,002.80)	($4,966.42)
NHT	Max Trailering Package w/ NQH on 4WD	$650.00	$0.00	$650.00	$591.50	$572.00	$567.84
	Max Trailering Package w/1LZ 4WD	$500.00	$0.00	$500.00	$455.00	$440.00	$436.80
	Max Trailering Package on 2WD	$450.00	$0.00	$450.00	$409.50	$396.00	$393.12
	Max Trailering Package w/ 5W4	$450.00	$0.00	$450.00	$409.50	$396.00	$393.12
	Max Trailering Package w/ 1LZ 2WD	$300.00	$0.00	$300.00	$273.00	$264.00	$262.08
PCJ	Sun, Entertainment & Destinations Package w/ 1LT	$3,255.00	$0.00	$3,255.00	$2,962.05	$2,864.40	$2,843.57
	Sun, Entertainment & Destinations Package w/ 1LT w/ PCK/PDA	$3,085.00	$0.00	$3,085.00	$2,807.35	$2,714.80	$2,695.06
	Sun, Entertainment & Destinations Package w/ 1LZ	$2,760.00	$0.00	$2,760.00	$2,511.60	$2,428.80	$2,411.14
	Sun, Entertainment & Destinations Package Discount	($500.00)	$0.00	($500.00)	($455.00)	($440.00)	($436.80)
PCK	Luxury Package	$3,110.00	$0.00	$3,110.00	$2,830.10	$2,736.80	$2,716.90
PCW	Enhanced Driver Alert Package	$695.00	$0.00	$695.00	$632.45	$611.60	$607.15
PDA	Texas Edition Package	$3,110.00	$0.00	$3,110.00	$2,830.10	$2,736.80	$2,716.90
UTT	Theft Protection Package	$410.00	$0.00	$410.00	$373.10	$360.80	$358.18
Z71	Off-Road Package	$1,850.00	$0.00	$1,850.00	$1,683.50	$1,628.00	$1,616.16
	Off-Road Package w/ PCK/PDA	$1,600.00	$0.00	$1,600.00	$1,456.00	$1,408.00	$1,397.76

Additional Options

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)	Dealer Price(c)	Employee Price(c)
Assist Steps:							
BRS	Power Retractable Assist Steps w/ Perimeter Lighting	$1,745.00	$0.00	$1,745.00	$1,587.95	$1,535.60	$1,524.43
Audio System:							
IO6	MyLink with Navigation	$495.00	$0.00	$495.00	$450.45	$435.60	$432.43
U42	Rear Seat Entertainment System w/ Blu Ray	$1,595.00	$0.00	$1,595.00	$1,451.45	$1,403.60	$1,393.39
Dealer Installed							
PDH	Interior Protection Package	$250.00	$0.00	$250.00	$227.50	$220.00	$218.40
RVQ	Black Assist Steps	$550.00	$0.00	$550.00	$500.50	$484.00	$480.48
RWI	Chrome Body Side Molding Package	$295.00	$0.00	$295.00	$268.45	$259.60	$257.71
RWK	Body Color Bodyside Molding Package	$275.00	$0.00	$275.00	$250.25	$242.00	$240.24
RX1	22" Silver Wheels w/ Black Inserts	$2,995.00	$0.00	$2,995.00	$2,725.45	$2,635.60	$2,616.43
RZ9	Front Grille w/ Chrome Mesh	$640.00	$0.00	$640.00	$582.40	$563.20	$559.10
S0P	Front Floor Console Organizer	$60.00	$0.00	$60.00	$54.60	$52.80	$52.42
S1V	Dual Headphones	$110.00	$0.00	$110.00	$100.10	$96.80	$96.10
S6N	Hitch Receiver Cover	$35.00	$0.00	$35.00	$31.85	$30.80	$30.58
SDA	Black Tow Hooks	$120.00	$0.00	$120.00	$109.20	$105.60	$104.83
SEV	22" High Gloss Black Wheels	$2,995.00	$0.00	$2,995.00	$2,725.45	$2,635.60	$2,616.43
SEW	22" Ultra Bright Machined High Gloss Black Wheels	$2,995.00	$0.00	$2,995.00	$2,725.45	$2,635.60	$2,616.43
SF0	22" Ultra Bright Machined Manoogian Silver Wheels	$2,995.00	$0.00	$2,995.00	$2,725.45	$2,635.60	$2,616.43

	SF1	22" Silver Wheels		$2,995.00	$0.00	$2,995.00	$2,725.45	$2,635.60	$2,616.43
	SFE	Wheel Lock Kit		$70.00	$0.00	$70.00	$63.70	$61.60	$61.15
	SFJ	Sunshade Package		$110.00	$0.00	$110.00	$100.10	$96.80	$96.10
	SFZ	Black Bowtie Package		$185.00	$0.00	$185.00	$168.35	$162.80	$161.62
	SJA	Front Grille w/ Chrome Finish		$620.00	$0.00	$620.00	$564.20	$545.60	$541.63
	UJ5	Rear Seat DVD Entertainment System		$2,095.00	$0.00	$2,095.00	$1,906.45	$1,843.60	$1,830.19
	VAV	Floor Mats- All Weather		$225.00	$0.00	$225.00	$204.75	$198.00	$196.56
	VKW	Front Center Console Expandable Tote		$45.00	$0.00	$45.00	$40.95	$39.60	$39.31
	VLG	Trailer Hitch Closeout		$130.00	$0.00	$130.00	$118.30	$114.40	$113.57
	VLI	Floor Mats- All Weather-Cargo		$85.00	$0.00	$85.00	$77.35	$74.80	$74.26
	VQK	Splash Guards		$170.00	$0.00	$170.00	$154.70	$149.60	$148.51
	VQQ	Roof Rack Cross Rails Package		$250.00	$0.00	$250.00	$227.50	$220.00	$218.40
	VQY	Chrome Tow Hooks		$200.00	$0.00	$200.00	$182.00	$176.00	$174.72
	VQZ	Chrome Exhaust Tips		$135.00	$0.00	$135.00	$122.85	$118.80	$117.94
	VRS	Cargo Security Shade		$195.00	$0.00	$195.00	$177.45	$171.60	$170.35
	VRV	Splash Guards- Body Color		$320.00	$0.00	$320.00	$291.20	$281.60	$279.55
	VXH	Chrome Assist Steps		$600.00	$0.00	$600.00	$546.00	$528.00	$524.16
Engine Block Heater:									
	K05	Engine Block Heater		$75.00	$0.00	$75.00	$68.25	$66.00	$65.52
Fleet or Government Options:									
	1LR	City Brake Package	&9C1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	9G3	Off Road Suspension for Commercial Decor 4x4 Vehicles	& 5W4	$229.00	$0.00	$229.00	$208.39	$201.52	$200.05
	9G3	Off Road Suspension for Commercial Decor 4x4 Vehicles	w/o 5W4	$379.00	$0.00	$379.00	$344.89	$333.52	$331.09
	A95	Seats, Front Bucket, Cloth	Fleet Only	$250.00	$0.00	$250.00	$227.50	$220.00	$218.40
	AKP	Non-Deep Tinted Glass	Fleet	($295.00)	$0.00	($295.00)	($268.45)	($259.60)	($257.71)
	AMF	Remote Keyless Entry - 6 Additional Remotes	Fleet	$75.00	$0.00	$75.00	$68.25	$66.00	$65.52
	ATD	Third Row Seat Delete	Fleet Only	($445.00)	$0.00	($445.00)	($404.95)	($391.60)	($388.75)
	B30	Carpeting, Color Keyed	Fleet	$190.00	$0.00	$190.00	$172.90	$167.20	$165.98
	BTV	Remote Vehicle Start	Fleet	$300.00	$0.00	$300.00	$273.00	$264.00	$262.08
◆	**IO5**	**Radio**	**Fleet**	**$425.00**	**$0.00**	**$425.00**	**$386.75**	**$374.00**	**$371.28**
	JF4	Power Adjustable Pedals	Fleet	$150.00	$0.00	$150.00	$136.50	$132.00	$131.04
	K4B	Auxiliary Battery	Fleet	$190.00	$0.00	$190.00	$172.90	$167.20	$165.98
	NZZ	Skid Plate Package	Fleet	$150.00	$0.00	$150.00	$136.50	$132.00	$131.04
	PZX	18" Polished Aluminum Wheels	&1FL-9C1	$400.00	$0.00	$400.00	$364.00	$352.00	$349.44
	PZX	18" Polished Aluminum Wheels	&5W4	$600.00	$0.00	$600.00	$546.00	$528.00	$524.16
	Q5U	17" Bright Machined Aluminum Wheel	9C1 only	$500.00	$0.00	$500.00	$455.00	$440.00	$436.80
	RC3	All-Terrain Tire	Fleet	$200.00	$0.00	$200.00	$182.00	$176.00	$174.72
	RD6	17" Painted Steel Wheels	&1LS &FLT/GAM	($600.00)	$0.00	($600.00)	($546.00)	($528.00)	($524.16)
	TRW	Roof Mounted Lamp	Fleet	$30.00	$0.00	$30.00	$27.30	$26.40	$26.21
	UE0	OnStar Delete	Fleet	($85.00)	$0.00	($85.00)	($77.35)	($74.80)	($74.26)
	V54	Luggage Rack Side Rails	Fleet	$150.00	$0.00	$150.00	$136.50	$132.00	$131.04
	V76	Recovery Hooks	Fleet	$50.00	$0.00	$50.00	$45.50	$44.00	$43.68
Mechanical:									
	NQH	Autotrac Transfer Case		$100.00	$0.00	$100.00	$91.00	$88.00	$87.36
Paint:									
	G1E	Siren Red Tintcoat		$495.00	$0.00	$495.00	$450.45	$435.60	$432.43
	G1W	Iridescent Pearl Tricoat		$995.00	$0.00	$995.00	$905.45	$875.60	$869.23
	G7U	Sable Metallic		$395.00	$0.00	$395.00	$359.45	$347.60	$345.07
Safety / Convenience:									
	UHS	8" Reconfigurable Cluster		$450.00	$0.00	$450.00	$409.50	$396.00	$393.12
	UV6	Heads Up Display		$425.00	$0.00	$425.00	$386.75	$374.00	$371.28
	Y66	Adaptive Cruise Control		$995.00	$0.00	$995.00	$905.45	$875.60	$869.23
Seat Trim:									
	H4X	Cocoa Mahogany Leather	&1LZ	$295.00	$0.00	$295.00	$268.45	$259.60	$257.71
Seating Arrangements:									
	ATN	Second Row Bucket Seats, power	w/ PCK	$590.00	$0.00	$590.00	$536.90	$519.20	$515.42
	ATV	Second Row Bucket Seats, manual		$590.00	$0.00	$590.00	$536.90	$519.20	$515.42
	AZ3	Bench Seat		($250.00)	$0.00	($250.00)	($227.50)	($220.00)	($218.40)
SEO Options:									
	4JQ	All Terrain Spare Tire		$35.00	$0.00	$35.00	$31.85	$30.80	$30.58
	5HP	6 Additional Keys		$40.00	$0.00	$40.00	$36.40	$35.20	$34.94
	5T4	Exterior Body Colored Parts - Victory Red	requires TGK	$200.00	$0.00	$200.00	$182.00	$176.00	$174.72

	5T5	Vinyl Rear Seats w/ Cloth Front Seats	&1FL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	6C7	Lighting, Auxiliary Red and White Dome Light		$170.00	$0.00	$170.00	$154.70	$149.60	$148.51
	6E2	Key Equipment, Single Key		$25.00	$0.00	$25.00	$22.75	$22.00	$21.84
	6E8	Key Equipment, Single Key		$25.00	$0.00	$25.00	$22.75	$22.00	$21.84
	6J3	Wiring, Grille lamps and siren speakers		$92.00	$0.00	$92.00	$83.72	$80.96	$80.37
	6J4	Wiring, Horn and siren circuit		$41.00	$0.00	$41.00	$37.31	$36.08	$35.82
	6J7	Flasher System, Headlamp and taillamp, DRL compatible w/ control wire		$495.00	$0.00	$495.00	$450.45	$435.60	$432.43
	6N5	Switches, rear window inoperative		$57.00	$0.00	$57.00	$51.87	$50.16	$49.80
	6N6	Door locks and handles, inside rear doors inoperative		$59.00	$0.00	$59.00	$53.69	$51.92	$51.54
	7X6	Spotlamp, left-hand		$490.00	$0.00	$490.00	$445.90	$431.20	$428.06
	7X7	Spotlamps, Left- and Right -hand		$850.00	$0.00	$850.00	$773.50	$748.00	$742.56
	9G8	Headlamps, Daytime Runnign lamps and automatic headlamp control delete		$10.00	$0.00	$10.00	$9.10	$8.80	$8.74
	9S1	Seats, Individiual Vinyl		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	9U3	Cloth Bucket Seats	&1FL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	9V2	Paint Solid		$225.00	$0.00	$225.00	$204.75	$198.00	$196.56
	9V7	Exterior Body Colored Parts - Dark Blue Metallic	requires TGK	$225.00	$0.00	$225.00	$204.75	$198.00	$196.56
	TGK	Special Paint	&9V5/9W3	$150.00	$0.00	$150.00	$136.50	$132.00	$131.04
	TGK	Special Paint	w/o9V5/9W3	$350.00	$0.00	$350.00	$318.50	$308.00	$305.76
	UN9	Radio Suppression Package, w/ Ground Straps		$423.00	$0.00	$423.00	$384.93	$372.24	$369.53
	UT7	Ground Studs, Auxiliary		$88.00	$0.00	$88.00	$80.08	$77.44	$76.88
	UTQ	Alarm, Horn--Disable Content Theft Deterrent Alarm		$10.00	$0.00	$10.00	$9.10	$8.80	$8.74
	WX7	Wiring, Auxiliary Speaker		$60.00	$0.00	$60.00	$54.60	$52.80	$52.42
Sun Roof:									
	CF5	Power Sliding Sunroof		$995.00	$0.00	$995.00	$905.45	$875.60	$869.23
Wheels:									
	RD2	20" Chrome Wheels	w/ 1LZ	$400.00	$0.00	$400.00	$364.00	$352.00	$349.44
	RD4	20" Polished Aluminum Wheels		$1,400.00	$0.00	$1,400.00	$1,274.00	$1,232.00	$1,223.04
	RPT	22" Chrome Wheels		$2,900.00	$0.00	$2,900.00	$2,639.00	$2,552.00	$2,533.44
♦	**SGF**	**22" Polished Aluminum Wheels w/ Chrome Inserts**	**w/ 1LZ**	**$1,995.00**	**$0.00**	**$1,995.00**	**$1,815.45**	**$1,755.60**	**$1,742.83**
	SMI	22" Chrome Wheels		$2,900.00	$0.00	$2,900.00	$2,639.00	$2,552.00	$2,533.44

REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

(c) Manufacturer's Suggested Retail Prices, Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

♦ Revised August 03, 2015

2016 Chevrolet Tahoe

ANY UNAUTHORIZED ACCESS IS PROHIBITED AND SUBJECT TO PROSECUTION!
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BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
OPTIONAL EQUIPMENT- The majority of optional equipment is not listed since options will be selected at time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!				Discount (%)		
131	Options	Discount (%) Off Optional Equipment	Discount (%) Off for all Optional Equipment	6 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
132	Program Vehicles	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned)	3 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
133	Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM) Options	10 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
134	Parts	Discount (%) Off Parts	Discount (%) Off Parts	3 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
135	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	10 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:
1. *All columns must be completed or response will not be considered.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 003984249
Functional Area: Entity Management, Performance Information

ENTITY	Caldwell Automotive Partners, LLC	Status:Active
DUNS: 003984249	+4:	CAGE Code: 6X8E1 DoDAAC:
Expiration Date: Apr 7, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 800 State Highway 21 E City: Caldwell ZIP Code: 77836-4512	State/Province: TEXAS Country: UNITED STATES	

Constable Pct 4 - (1) 2016 Tahoe (PPV)

BuyBoard Cooperative Purchasing

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor
Browse Contracts
Instructional Materials

Additional Resources

Vendor Contract Information

Back

Vendor Name: Caldwell Country Chevrolet
Address: P. O. Box 27
Caldwell, TX 77836
Phone Number: (979) 567-6116
Email: aknapp@caldwellcountry.com
Website: http://www.caldwellcountry.com
Federal ID: 14-1856872
Contact: Averyt Knapp
Accepts RFQs: Yes
Minority Owned Vendor: No
Women Owned Vendor: No
Contract Name: Vehicles, Heavy Duty Trucks & Options
Contract#: 430-13
Effective Date: 12/01/2013
Expiration Date: 11/30/2016
Service Fee: Purchase order subject to a $400 service fee
Payment Terms: Net 30 days
Delivery Days: 120
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: All Texas Regions
States Served: All States
Additional Info: NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members.
Quote Reference Number: 430-13
Return Policy: Negotiable

APPROVED
By Rudy Salinas at 1:18 pm, Sep 18, 2015

Show 25 results

Narrow Results: tahoe

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Caldwell Country Chevrolet	Chevrolet Tahoe Police Package (PPV CC15706). 2WD Police package with all manufacturer standard equipment. Line Item 34	N/A	$33,935.00		Add Show Details
Caldwell Country Chevrolet	Per Mile Delivery Fee for Vehicles. Line Item 43	N/A	$2.85		Add Show Details

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: HIDALGO COUNTY Const PCT4	Contractor: CALDWELL COUNTRY
Contact Name: CHIEF SANCHEZ	CALDWELL COUNTRY
Email:	Prepared By: Averyt Knapp
Phone #: 956-318-2626 (X-4857) (PURCHASING)	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: EDINBURG, TX	Fax #: 979-567-0853
Date Prepared: SEPTEMBER 14, 2015	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2016 CHEVROLET TAHOE PPV CC15706	

A Base Price & Options:	$33,935 ✓

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
7X6	LH SPOTILGHT ($490) ✓	$466			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					$466 ✓

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D (FREIGHT 338 MILES @ $2.85 -724 N. "M" STREET, 78539	$963 ✓
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$35,364
Quantity Ordered	1
Subtotal E	$35,364
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400 ✓
G. Color of Vehicle: (WHITE)	
H. Total Purchase Price (E+F)	$35,764
Estimated Delivery Date: Unit In Stock	Approx 7-14 DAYS

2016 Chevrolet Tahoe

2016 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE August 31, 2016

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	Employee Price(c)	DFC
CC15706	2WD Tahoe 1LS/1FL	$47,000.00	$0.00	$47,000.00	$43,710.00	$42,300.00	$42,161.60	$1,195.00
CK15706	4WD Tahoe 1LS/1FL	$50,000.00	$0.00	$50,000.00	$46,500.00	$45,000.00	$44,840.00	$1,195.00
CC15706	2WD Tahoe LT	$52,030.00	$0.00	$52,030.00	$48,387.90	$46,827.00	$46,652.38	$1,195.00
CK15706	4WD Tahoe LT	$55,030.00	$0.00	$55,030.00	$51,177.90	$49,527.00	$49,330.78	$1,195.00
CC15706	2WD Tahoe LTZ	$61,610.00	$0.00	$61,610.00	$57,297.30	$55,449.00	$55,205.41	$1,195.00
CK15706	4WD Tahoe LTZ	$64,610.00	$0.00	$64,610.00	$60,087.30	$58,149.00	$57,883.81	$1,195.00

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	Employee Price(c)
1FL	Fleet	($1,600.00)	$0.00	($1,600.00)	($1,456.00)	($1,408.00)	($1,397.76)
	Fleet	($4,985.00)	$0.00	($4,985.00)	($4,536.35)	($4,386.80)	($4,354.90)
	Fleet	($5,085.00)	$0.00	($5,085.00)	($4,627.35)	($4,474.80)	($4,442.26)
	Fleet	($5,685.00)	$0.00	($5,685.00)	($5,173.35)	($5,002.80)	($4,966.42)
NHT	Max Trailering Package w/ NQH on 4WD	$650.00	$0.00	$650.00	$591.50	$572.00	$567.84
	Max Trailering Package w/1LZ 4WD	$500.00	$0.00	$500.00	$455.00	$440.00	$436.80
	Max Trailering Package on 2WD	$450.00	$0.00	$450.00	$409.50	$396.00	$393.12
	Max Trailering Package w/ 5W4	$450.00	$0.00	$450.00	$409.50	$396.00	$393.12
	Max Trailering Package w/ 1LZ 2WD	$300.00	$0.00	$300.00	$273.00	$264.00	$262.08
PCJ	Sun, Entertainment & Destinations Package w/ 1LT	$3,255.00	$0.00	$3,255.00	$2,962.05	$2,864.40	$2,843.57
	Sun, Entertainment & Destinations Package w/ 1LT w/ PCK/PDA	$3,085.00	$0.00	$3,085.00	$2,807.35	$2,714.80	$2,695.06
	Sun, Entertainment & Destinations Package w/ 1LZ	$2,760.00	$0.00	$2,760.00	$2,511.60	$2,428.80	$2,411.14
	Sun, Entertainment & Destinations Package Discount	($500.00)	$0.00	($500.00)	($455.00)	($440.00)	($436.80)
PCK	Luxury Package	$3,110.00	$0.00	$3,110.00	$2,830.10	$2,736.80	$2,716.90
PCW	Enhanced Driver Alert Package	$695.00	$0.00	$695.00	$632.45	$611.60	$607.15
PDA	Texas Edition Package	$3,110.00	$0.00	$3,110.00	$2,830.10	$2,736.80	$2,716.90
UTT	Theft Protection Package	$410.00	$0.00	$410.00	$373.10	$360.80	$358.18
Z71	Off-Road Package	$1,850.00	$0.00	$1,850.00	$1,683.50	$1,628.00	$1,616.16
	Off-Road Package w/ PCK/PDA	$1,600.00	$0.00	$1,600.00	$1,456.00	$1,408.00	$1,397.76

Additional Options

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)	Dealer Price(c)	Employee Price(c)
Assist Steps:							
BRS	Power Retractable Assist Steps w/ Perimeter Lighting	$1,745.00	$0.00	$1,745.00	$1,587.95	$1,535.60	$1,524.43
Audio System:							
IO6	MyLink with Navigation	$495.00	$0.00	$495.00	$450.45	$435.60	$432.43
U42	Rear Seat Entertainment System w/ Blu Ray	$1,595.00	$0.00	$1,595.00	$1,451.45	$1,403.60	$1,393.39
Dealer Installed							
PDH	Interior Protection Package	$250.00	$0.00	$250.00	$227.50	$220.00	$218.40
RVQ	Black Assist Steps	$550.00	$0.00	$550.00	$500.50	$484.00	$480.48
RWI	Chrome Body Side Molding Package	$295.00	$0.00	$295.00	$268.45	$259.60	$257.71
RWK	Body Color Bodyside Molding Package	$275.00	$0.00	$275.00	$250.25	$242.00	$240.24
RX1	22" Silver Wheels w/ Black Inserts	$2,995.00	$0.00	$2,995.00	$2,725.45	$2,635.60	$2,616.43
RZ9	Front Grille w/ Chrome Mesh	$640.00	$0.00	$640.00	$582.40	$563.20	$559.10
S0P	Front Floor Console Organizer	$60.00	$0.00	$60.00	$54.60	$52.80	$52.42
S1V	Dual Headphones	$110.00	$0.00	$110.00	$100.10	$96.80	$96.10
S6N	Hitch Receiver Cover	$35.00	$0.00	$35.00	$31.85	$30.80	$30.58
SDA	Black Tow Hooks	$120.00	$0.00	$120.00	$109.20	$105.60	$104.83
SEV	22" High Gloss Black Wheels	$2,995.00	$0.00	$2,995.00	$2,725.45	$2,635.60	$2,616.43
SEW	22" Ultra Bright Machined High Gloss Black Wheels	$2,995.00	$0.00	$2,995.00	$2,725.45	$2,635.60	$2,616.43
SF0	22" Ultra Bright Machined Manoogian Silver Wheels	$2,995.00	$0.00	$2,995.00	$2,725.45	$2,635.60	$2,616.43

	SF1	22" Silver Wheels		$2,995.00	$0.00	$2,995.00	$2,725.45	$2,635.60	$2,616.43
	SFE	Wheel Lock Kit		$70.00	$0.00	$70.00	$63.70	$61.60	$61.15
	SFJ	Sunshade Package		$110.00	$0.00	$110.00	$100.10	$96.80	$96.10
	SFZ	Black Bowtie Package		$185.00	$0.00	$185.00	$168.35	$162.80	$161.62
	SJA	Front Grille w/ Chrome Finish		$620.00	$0.00	$620.00	$564.20	$545.60	$541.63
	UJ5	Rear Seat DVD Entertainment System		$2,095.00	$0.00	$2,095.00	$1,906.45	$1,843.60	$1,830.19
	VAV	Floor Mats- All Weather		$225.00	$0.00	$225.00	$204.75	$198.00	$196.56
	VKW	Front Center Console Expandable Tote		$45.00	$0.00	$45.00	$40.95	$39.60	$39.31
	VLG	Trailer Hitch Closeout		$130.00	$0.00	$130.00	$118.30	$114.40	$113.57
	VLI	Floor Mats- All Weather-Cargo		$85.00	$0.00	$85.00	$77.35	$74.80	$74.26
	VQK	Splash Guards		$170.00	$0.00	$170.00	$154.70	$149.60	$148.51
	VQQ	Roof Rack Cross Rails Package		$250.00	$0.00	$250.00	$227.50	$220.00	$218.40
	VQY	Chrome Tow Hooks		$200.00	$0.00	$200.00	$182.00	$176.00	$174.72
	VQZ	Chrome Exhaust Tips		$135.00	$0.00	$135.00	$122.85	$118.80	$117.94
	VRS	Cargo Security Shade		$195.00	$0.00	$195.00	$177.45	$171.60	$170.35
	VRV	Splash Guards- Body Color		$320.00	$0.00	$320.00	$291.20	$281.60	$279.55
	VXH	Chrome Assist Steps		$600.00	$0.00	$600.00	$546.00	$528.00	$524.16
Engine Block Heater:									
	K05	Engine Block Heater		$75.00	$0.00	$75.00	$68.25	$66.00	$65.52
Fleet or Government Options:									
	1LR	City Brake Package	&9C1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	9G3	Off Road Suspension for Commercial Decor 4x4 Vehicles	& 5W4	$229.00	$0.00	$229.00	$208.39	$201.52	$200.05
	9G3	Off Road Suspension for Commercial Decor 4x4 Vehicles	w/o 5W4	$379.00	$0.00	$379.00	$344.89	$333.52	$331.09
	A95	Seats, Front Bucket, Cloth	Fleet Only	$250.00	$0.00	$250.00	$227.50	$220.00	$218.40
	AKP	Non-Deep Tinted Glass	Fleet	($295.00)	$0.00	($295.00)	($268.45)	($259.60)	($257.71)
	AMF	Remote Keyless Entry - 6 Additional Remotes	Fleet	$75.00	$0.00	$75.00	$68.25	$66.00	$65.52
	ATD	Third Row Seat Delete	Fleet Only	($445.00)	$0.00	($445.00)	($404.95)	($391.60)	($388.75)
	B30	Carpeting, Color Keyed	Fleet	$190.00	$0.00	$190.00	$172.90	$167.20	$165.98
	BTV	Remote Vehicle Start	Fleet	$300.00	$0.00	$300.00	$273.00	$264.00	$262.08
◆	**IO5**	**Radio**	**Fleet**	**$425.00**	**$0.00**	**$425.00**	**$386.75**	**$374.00**	**$371.28**
	JF4	Power Adjustable Pedals	Fleet	$150.00	$0.00	$150.00	$136.50	$132.00	$131.04
	K4B	Auxiliary Battery	Fleet	$190.00	$0.00	$190.00	$172.90	$167.20	$165.98
	NZZ	Skid Plate Package	Fleet	$150.00	$0.00	$150.00	$136.50	$132.00	$131.04
	PZX	18" Polished Aluminum Wheels	&1FL-9C1	$400.00	$0.00	$400.00	$364.00	$352.00	$349.44
	PZX	18" Polished Aluminum Wheels	&5W4	$600.00	$0.00	$600.00	$546.00	$528.00	$524.16
	Q5U	17" Bright Machined Aluminum Wheel	9C1 only	$500.00	$0.00	$500.00	$455.00	$440.00	$436.80
	RC3	All-Terrain Tire	Fleet	$200.00	$0.00	$200.00	$182.00	$176.00	$174.72
	RD6	17" Painted Steel Wheels	&1LS &FLT/GAM	($600.00)	$0.00	($600.00)	($546.00)	($528.00)	($524.16)
	TRW	Roof Mounted Lamp	Fleet	$30.00	$0.00	$30.00	$27.30	$26.40	$26.21
	UE0	OnStar Delete	Fleet	($85.00)	$0.00	($85.00)	($77.35)	($74.80)	($74.26)
	V54	Luggage Rack Side Rails	Fleet	$150.00	$0.00	$150.00	$136.50	$132.00	$131.04
	V76	Recovery Hooks	Fleet	$50.00	$0.00	$50.00	$45.50	$44.00	$43.68
Mechanical:									
	NQH	Autotrac Transfer Case		$100.00	$0.00	$100.00	$91.00	$88.00	$87.36
Paint:									
	G1E	Siren Red Tintcoat		$495.00	$0.00	$495.00	$450.45	$435.60	$432.43
	G1W	Iridescent Pearl Tricoat		$995.00	$0.00	$995.00	$905.45	$875.60	$869.23
	G7U	Sable Metallic		$395.00	$0.00	$395.00	$359.45	$347.60	$345.07
Safety / Convenience:									
	UHS	8" Reconfigurable Cluster		$450.00	$0.00	$450.00	$409.50	$396.00	$393.12
	UV6	Heads Up Display		$425.00	$0.00	$425.00	$386.75	$374.00	$371.28
	Y66	Adaptive Cruise Control		$995.00	$0.00	$995.00	$905.45	$875.60	$869.23
Seat Trim:									
	H4X	Cocoa Mahogany Leather	&1LZ	$295.00	$0.00	$295.00	$268.45	$259.60	$257.71
Seating Arrangements:									
	ATN	Second Row Bucket Seats, power	w/ PCK	$590.00	$0.00	$590.00	$536.90	$519.20	$515.42
	ATV	Second Row Bucket Seats, manual		$590.00	$0.00	$590.00	$536.90	$519.20	$515.42
	AZ3	Bench Seat		($250.00)	$0.00	($250.00)	($227.50)	($220.00)	($218.40)
SEO Options:									
	4JQ	All Terrain Spare Tire		$35.00	$0.00	$35.00	$31.85	$30.80	$30.58
	5HP	6 Additional Keys		$40.00	$0.00	$40.00	$36.40	$35.20	$34.94
	5T4	Exterior Body Colored Parts - Victory Red	requires TGK	$200.00	$0.00	$200.00	$182.00	$176.00	$174.72

	5T5	Vinyl Rear Seats w/ Cloth Front Seats	&1FL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	6C7	Lighting, Auxiliary Red and White Dome Light		$170.00	$0.00	$170.00	$154.70	$149.60	$148.51
	6E2	Key Equipment, Single Key		$25.00	$0.00	$25.00	$22.75	$22.00	$21.84
	6E8	Key Equipment, Single Key		$25.00	$0.00	$25.00	$22.75	$22.00	$21.84
	6J3	Wiring, Grille lamps and siren speakers		$92.00	$0.00	$92.00	$83.72	$80.96	$80.37
	6J4	Wiring, Horn and siren circuit		$41.00	$0.00	$41.00	$37.31	$36.08	$35.82
	6J7	Flasher System, Headlamp and taillamp, DRL compatible w/ control wire		$495.00	$0.00	$495.00	$450.45	$435.60	$432.43
	6N5	Switches, rear window inoperative		$57.00	$0.00	$57.00	$51.87	$50.16	$49.80
	6N6	Door locks and handles, inside rear doors inoperative		$59.00	$0.00	$59.00	$53.69	$51.92	$51.54
	7X6	Spotlamp, left-hand		$490.00	$0.00	$490.00	$445.90	$431.20	$428.06
	7X7	Spotlamps, Left- and Right -hand		$850.00	$0.00	$850.00	$773.50	$748.00	$742.56
	9G8	Headlamps, Daytime Runnign lamps and automatic headlamp control delete		$10.00	$0.00	$10.00	$9.10	$8.80	$8.74
	9S1	Seats, Individiual Vinyl		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	9U3	Cloth Bucket Seats	&1FL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	9V2	Paint Solid		$225.00	$0.00	$225.00	$204.75	$198.00	$196.56
	9V7	Exterior Body Colored Parts - Dark Blue Metallic	requires TGK	$225.00	$0.00	$225.00	$204.75	$198.00	$196.56
	TGK	Special Paint	&9V5/9W3	$150.00	$0.00	$150.00	$136.50	$132.00	$131.04
	TGK	Special Paint	w/o9V5/9W3	$350.00	$0.00	$350.00	$318.50	$308.00	$305.76
	UN9	Radio Suppression Package, w/ Ground Straps		$423.00	$0.00	$423.00	$384.93	$372.24	$369.53
	UT7	Ground Studs, Auxiliary		$88.00	$0.00	$88.00	$80.08	$77.44	$76.88
	UTQ	Alarm, Horn—Disable Content Theft Deterrent Alarm		$10.00	$0.00	$10.00	$9.10	$8.80	$8.74
	WX7	Wiring, Auxiliary Speaker		$60.00	$0.00	$60.00	$54.60	$52.80	$52.42
Sun Roof:									
	CF5	Power Sliding Sunroof		$995.00	$0.00	$995.00	$905.45	$875.60	$869.23
Wheels:									
	RD2	20" Chrome Wheels	w/ 1LZ	$400.00	$0.00	$400.00	$364.00	$352.00	$349.44
	RD4	20" Polished Aluminum Wheels		$1,400.00	$0.00	$1,400.00	$1,274.00	$1,232.00	$1,223.04
	RPT	22" Chrome Wheels		$2,900.00	$0.00	$2,900.00	$2,639.00	$2,552.00	$2,533.44
♦	**SGF**	**22" Polished Aluminum Wheels w/ Chrome Inserts**	**w/ 1LZ**	**$1,995.00**	**$0.00**	**$1,995.00**	**$1,815.45**	**$1,755.60**	**$1,742.83**
	SMI	22" Chrome Wheels		$2,900.00	$0.00	$2,900.00	$2,639.00	$2,552.00	$2,533.44

REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin.

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

(c) Manufacturer's Suggested Retail Prices, Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

GM PRICING AND DISCOUNTS ARE SUBJECT TO CHANGE AT THE DISCRETION OF GENERAL MOTORS

♦ Revised August 03, 2015

2016 Chevrolet Tahoe

ANY UNAUTHORIZED ACCESS IS PROHIBITED AND SUBJECT TO PROSECUTION!
© 2009 GENERAL MOTORS. ALL RIGHTS RESERVED.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
OPTIONAL EQUIPMENT- The majority of optional equipment is not listed since options will be selected at time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!				Discount (%)		
131	Options	Discount (%) Off Optional Equipment	Discount (%) Off for all Optional Equipment	6 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
132	Program Vehicles	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned)	3 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
133	Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM) Options	10 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
134	Parts	Discount (%) Off Parts	Discount (%) Off Parts	3 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
135	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	10 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:
1. *All columns must be completed or response will not be considered.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 003984249
Functional Area: Entity Management, Performance Information

ENTITY	Caldwell Automotive Partners, LLC	Status:Active
DUNS: 003984249	+4:	CAGE Code: 6X8E1 DoDAAC:
Expiration Date: Apr 7, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 800 State Highway 21 E City: Caldwell ZIP Code: 77836-4512		State/Province: TEXAS Country: UNITED STATES

AI-51279 **Purchasing Department** **22. I. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

This agenda item appears on more than one agenda: 09/15/2015, CC - REGULAR

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to continue 2nd of 3yr maintenance agreement term for the original purchase of hardware, software thru PO 713286 issued on 08/18/2014 thru SHI Government Solutions thru our membership/participation with DIR-SDD 2503 in the amount of $38,516.10 thru requisition 282859.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Funds available through Req#282859.

Attachments

SHI

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/09/2015 01:49 PM
Glinda Pacheco	Glinda Pacheco	09/10/2015 03:00 PM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Tanya Delira		Started On: 09/09/2015 09:21 AM
Final Approval Date: 09/11/2015		

Requisition

Req # 00282859

PO #

Date: 08/20/15

Bill To: x
x

Vendor : 287199

SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-2503

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-2503 QUOTATION # 10124318		
		DO NOT DUPLICATE ORDER		
1700.00	EACH	WinSvrCAL ALNG LicSAPk MVL UsrCAL Microsoft-Part#: R18-00096	10.80	18,360.00
200.00	EACH	VDA ALNG SubsVL MVL PerDvc Microsoft - Part#: R18-00019	66.00	13,200.00
3.00	EACH	WinSvrDataCtr ALNG LicSAPK MVL 2PrOC Microsoft - Part#: P71-07280	2,318.70	6,956.10
		Account No	Encumbrance	
		5-1100-415-00-200-002-0-336	38,516.10	
			Freight	.00
			Total	38,516.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

26/936
71/3236
8/18/14

Authorized By: _____

Government Solutions

Pricing Proposal
Quotation #: 10124318
Created On: Aug-13-2015
Valid Until: Sep-30-2015

HIDALGO COUNTY

Renan Ramirez
Edingurg
Texas
78539
Phone: 956-292-7010 x. 6011
Fax:
Email: renan.ramirez@co.hidalgo.tx.us

Account Representative

Kerri Fitzmorris
1301 South Mo-Pac Expressway
Suite 375
Austin, TX 78746
Texas@shi.com*
Phone: 1-800-870-6079
Fax: 512-732-0232
Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	WinSvrCAL ALNG LicSAPk MVL UsrCAL Microsoft - Part#: R18-00096	1700	$25.60	$10.80	$18,360.00
2	VDA ALNG SubsVL MVL PerDvc Microsoft - Part#: 4ZF-00019	200	$87.00	$66.00	$13,200.00
3	WinSvrDataCtr ALNG LicSAPk MVL 2Proc Microsoft - Part#: P71-07280	3	$3,500.00	$2,318.70	$6,956.10
				Total	$38,516.10

Additional Comments

DIR-SDD-2503

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

SHI Government Solutions, Inc.

Vendor ID
1223695478500
URL
Vendor Website
(https://www.publicsector.shidirect.com/CustomerServices/ShowContentAll.aspx?cView=2&cID=88966)
HUB Type
Asian/Male

DIR Contract Number
DIR-SDD-2503
Contract Term End Date
11/15/2015
Contract Ext Date
8/15/2017

Contact SHI Government Solutions, Inc.

Contact
TX SHI Team
(mailto:texas@shi.com)
Phone
(800) 870-6079
Fax
(512) 732-0232

Contact DIR

Contact
Mike Labinski
(mailto:mike.labinski@dir.texas.gov)
Phone
(512) 463-4692
Fax
(512) 475-4759

Contract Overview

SHI Government Solutions offers software products and related services through this contract. Customers must enter into an Enterprise Agreement (EA) of have a current EA with Microsoft. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract.

Contract Documents

- DIR-SDD-2503 Contract PDF (94.26KB)
(http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Contract.pdf)
- DIR-SDD-2503 Appendix A Standard Terms and Conditions PDF (193.3KB)
(http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Appendix A Standard Terms and Conditions.pdf)

- DIR-SDD-2503 Appendix B HUB Subcontracting Plan PDF (229.74KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Appendix B HUB Subcontracting Plan.pdf)
- DIR-SDD-2503 Appendix C Pricing Index (per Amendment 3) PDF (13.68KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Appendix C Pricing Index (per Amendment 3).pdf)
- DIR-SDD-2503 RFO DIR-SDD-TMP-200A ZIP (426.12KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 RFO DIR-SDD-TMP-200A.zip)
- DIR-SDD-2503 Amendment 1 PDF (261.98KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Amendment 1.pdf)
- DIR-SDD-2503 Amendment 2 PDF (74.48KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Amendment 2.pdf)
- DIR-SDD-2503 Amendment 3 PDF (155.47KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Amendment 3.pdf)
- DIR-SDD-2503 Amendment 4 PDF (137.56KB) (http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-SDD-2503 Amendment 4.pdf)

Electronic and Information Resources (EIR) Accessibility

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

Please note that some of the documents on this page are in the PDF format. Please download the Adobe Reader (http://get.adobe.com/reader/) in order to view these documents.

How To Order

1. For product and pricing information, visit the SHI Government Solutions, Inc. (https://www.publicsector.shidirect.com/CustomerServices/ShowContentAll.aspx?cView=2&cID=88966) website or contact TX SHI Team (mailto:texas@shi.com) at (800) 870-6079
2. Generate a purchase order made payable to SHI Government Solutions, Inc. and you must reference the DIR Contract Number **DIR-SDD-2503** on your purchase order.

Show more

APPENDIX C - PRICING INDEX
DIR-SDD-2503
as amended by Amendment Number 3

Publisher Category	Publisher Discount Level	DIR Customer Discount (from Publisher Discount Level)
Microsoft:		
Enterprise Agreement (comprised of subcategories as listed below)		17.75%
Office Professional/Standard	Level D less 7.5%	
Windows Pro Desktop Operating System	Level D less 7.5%	
Core CAL/Enterprise CAL Suite (to include stand alone components)	Level D less 6%	
All other or additional EA licensing	Level D	
Enterprise Subscription Agreement	Level D less 2%	17.75%
Select Government	Level D	17.75%
Select Plus Academic	Level D	17.75%
Campus Agreement: Online Services	Level B	5.00%
Campus Agreement: All other products	Level B	14.00%
Novell Master License Agreement:		
Education License and Value Added Service	MLA Level 5	42.00%
Government License and Value Added Service	MLA Level 5	42.00%

AI-51435 **Purchasing Department** **25. E. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Appointment and/or designation by Commissioners' Court of an evaluation committee to evaluate and score RFQ-2015-309-09-16-MEG " the Statements of Qualifications received for "Chief Phyisican/Health Authority for Hidalgo County Health and Human Services Department", as referenced in procurement packet.

BACKGROUND

1. (8) firms requested RFQ Packets
2. Acceptance date for Statements of Qualifications was: 09-16-15
3. (1) physician submitted SOQs for consideration by HC.

Fiscal Impact

Attachments

Acceptance Sheet

Participants sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/17/2015 05:16 PM
Budget & Management	Veronica Ortiz	09/18/2015 11:53 AM
Glinda Pacheco	Glinda Pacheco	09/23/2015 01:45 PM
Auditor's Office	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Elena Gomez		Started On: 09/17/2015 03:14 PM
Final Approval Date: 09/25/2015		

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME- Hidalgo County Health Department

DESCRIPTION OF RFQ: - Chief Physician Services

RFQ OPENING DATE: September 16, 2015	**RFQ OPENING TIME: 9:30 A.M.**
RFQ NO: 2015-309-09-16-MEG	**BUYER: ELENA GOMEZ**
NAME OF COMPANY	**ACKNOWLEDGEMENT RECEIPT**
1. Ivan G. Melendez M.D. Mission, Texas	✔
2.	
3.	
4.	
5.	
6.	
7.	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

BID OPENING DATE: September 16, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Health and Human Services "Chief Physician Services"

RFQ NO: 2015-203-09-16-MEG BUYER II: ELENA GOMEZ

	NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1.	Ivan G. Melendez, M.D. Ivanmelendez1960@hotmail.com	Email IP	Elena Gomez	08/31/15	3304 N. Bryan Rd Mission, Tx 78573 956-212-0902
2.	Maxim Staffing Solutions Jadd Martinez jamartin@maxhealth.com	Email	Elena Gomez	08/31/15	104 Traffic Way Ste. A Arroyo Grande, Ca 93420
3.	Staff Care Stephanie Hawkins Stephanie.hawkins@staffcare.com	Email	Elena Gomez	08/31/15	5001 Statesman Drive, Irving Texas 75063
4.	The Healing Staff Inc. Kristen Landers k.landers@thehealingstaff.com	Email	Elena Gomez	08/31/15	10100 Reunion Place #750 San Antonio, Texas 78216
5.	Lackson & Coker Courtney Lemke clemke@jaskoncoker.com	Email	Elena Gomez	08/31/15	3000 Old Alabama Rd. Suite 119-608 Alpharetta,GA 30022
6.	Solvere Inc. Brenda Schlenker Brenda.schlenker@solvereinc.com	Email	Elena Gomez	08/31/15	901 Calle Amanecer Ste. 300 San Clemente, CA 92673
7.	Dr. Marin Garza Docswife722@aol.com		Elena Gomez	08/31/15	
8.	Supple Mental Health Care Nikita Fields nfields@supplementalhealthcare.com	Email	Elena Gomez	08/31/15	6600 Peachtree Dunwoody Road Building 400 Suite 125 Atlanta, GA 30328 770-225-8466

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

AI-51478 **Purchasing Department** **25. F. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding between TMC Head Start/ Early Head Start Program and Hidalgo County WIC Program for the purpose to provide services to low income Head Start families and children in the Starr County area.

BACKGROUND

Fiscal Impact

Attachments

MOU

Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/23/2015 10:52 AM
Budget & Management	Debbie Tamez	09/23/2015 04:37 PM
Auditor's Office	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Rocio Villarreal Started On: 09/22/2015 09:33 AM

Final Approval Date: 09/25/2015

STATE OF TEXAS §
§
HIDALGO COUNTY §

MEMORANDUM OF UNDERSTANDING BETWEEN
HIDALGO COUNTY AND
TMC HEAD START/EARLY HEAD START

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between the **HIDALGO COUNTY WIC (Women, Infant, and Children Program)** ("WIC") and **TMC HEAD START/EARLY HEAD START ("TMC")** for the purpose of providing services to the low income Head Start/Early Head Start families and children ages 0 month to 5 years who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating, and referrals to health care in the Starr County area only.

WHEREAS, TMC is Private/Public Non-Profit in the State of Texas, operating under the general laws of the State of Texas;

WHEREAS, County is a county in Texas;

WHEREAS, TMC will refer to Hidalgo County WIC Program, Head Start pregnant mothers or postpartum women, infants, and children from ages 0 month to 5 years, who are eligible for WIC services.

WHEREAS, WIC in Starr County will refer infants, toddlers, or pre-school children, who are in income-eligible, to TMC in Starr County if the need arises.
0-

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between the parties to this MOU as follows:

1. WIC will provide services to TMC Head Start/Early Head Start families and children according to the WIC income guidelines and the residency requirements, and they will be individually determined whether they are "nutritional at risk" by a health professional; and
2. WIC will collaborate with TMC in providing training and technical assistance to staff, parents, and families.
3. The Hidalgo County WIC Program's target population (low income and nutritionally at risk) from the TMC HS/EHS Program are the following:
   - Pregnant women (through pregnancy and up to 6 weeks after birth or after pregnancy ends)
   - Breastfeeding women (up to infant's 1st birthday)
   - Non-breastfeeding postpartum women (up to 6 months after the birth of an infant or after pregnancy ends)

- Infants (up to their 1st birthday)
- Children up to their 5th birthday

4. The following benefits are to be provided by WIC to the WIC Program participants from TMC:
   - Supplemental nutritious foods
   - Nutrition education and counseling at the Hidalgo County WIC Program clinics
   - Screening and referrals to other health, welfare, and social services
   - Provide WIC information as required by the Agriculture Risk Protection Act for distribution to all parents/guardians of Head Start/Early Head Start participants.

5. Period of Agreement/Amendments: This agreement, which is non-binding, will be reviewed annually and is good for five years unless amendments are proposed as needed.

6. Coordination: TMC will continue to collaborate with the WIC in providing nutritional foods, information on healthy eating, and referrals for health care. Coordination of services will depend upon program guidelines and the availability of funds.

7. Contact Persons: Designated Hidalgo County WIC Program and TMC HS/EHS personnel may be contacted as needed.

Certification: This partnership agreement establishes the framework for cooperative interaction and on-going partnership between the TMC and WIC.

8.

9. **Assignment.** No other assignment or transfer of this space to any other party is allowed without the prior written consent of the County.

10. **Breach.** If either party fails to carry out any provisions of this MOU, the other party shall notify the offending party of such breach and the breach shall be corrected within ten (10) days. Upon failure to correct, this MOU is thereafter automatically terminated. Nothing contained herein constitutes a waiver of the right to either party to damages occasioned by such breach. Provided further that no promises herein shall be deemed to constitute a waiver of any immunity available to the County.

11. **Amendments.** This MOU shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

12. **Texas Law to Apply.** The provisions of this MOU will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

13. **Notice.** Except as may be otherwise specifically provided in this MOU, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to TMC: TMC Head Start/ Early Head Start
Attention: Cesar Sotelo, Interim Chief Executive Officer
5102 N. Barlett Ave.
Laredo, TX 78044

If to WIC: Hidalgo County WIC Program
Norma Longoria, Director
3105 E. University Drive
Edinburg, TX 78539

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.

EXECUTED on this _____day of _____ 2015, to be effective as of

TMC HEAD START/EARLY HEAD START

_____
Cesar Sotelo, TMC
Interim Chief Executive Officer

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

Atlas, Hall & Rodriguez, LLP

_____
By: Stephen L. Crain

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Partnership Agreement-TMC Head Start and WIC Program

From : Steve Crain <scrain@atlashall.com> Mon, Sep 21, 2015 04:55 PM
Subject : RE: Partnership Agreement-TMC Head Start and WIC Program
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Good to go.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 21, 2015 3:51 PM
To: Steve Crain
Subject: Re: Partnership Agreement-TMC Head Start and WIC Program

Mr. Crain:

As requested I have added Starr County to the first paragraph of the agreement. 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

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, September 14, 2015 12:30:42 PM
Subject: RE: Partnership Agreement-TMC Head Start and WIC Program

---

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 14, 2015 11:57 AM
To: Steve Crain
Subject: Fwd: Partnership Agreement-TMC Head Start and WIC Program

Below is Ms. Longoria response.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, September 14, 2015 10:06:45 AM
Subject: Re: Partnership Agreement-TMC Head Start and WIC Program

AI-51437 **Purchasing Department** **25. G. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Yvette Islas,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project engineer LeFevre Engineering & Management Consulting, LLC to award to lowest bidder meeting all specifications: REIM Construction, Inc. in the amount of $111,364.25 for Bid No. CAP-15-223-07-01-YSS "Road & Drainage Construction for Lorenzana Subdivision".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 5-1312-431-00-121-422-0-721/723

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 5-1345-431-00-121-422-0-721

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Pending Approval AI-51384 9/29/15 C, & AI-51473 09/29/15 C

Attachments

lorenzana award info

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/23/2015 04:29 PM
Budget & Management	Debbie Tamez	09/23/2015 04:31 PM

Glinda Pacheco	Glinda Pacheco	09/24/2015 01:18 PM
Auditor's Office	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Yvette Islas		Started On: 09/17/2015 04:12 PM
Final Approval Date: 09/25/2015		

Lorenzana Subdivision
CSJ: 3C1080422
Cost Breakdown
Precinct 1

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	10.36	STA	$490.00	$5,076.40
2	260	6" LIME TRT (3%) EXIST. MATL (SUBGRADE)	3577	SY	$2.55	$9,121.35
3	260	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	505	CY	$6.95	$3,509.75
4	247	FL BS (CMP NPLC) (TY E GR4) (FNAL POS)	295	CY	$45.00	$13,275.00
5	310	ASPH Matrl. (MC-30)	615	GAL	$5.80	$3,567.00
6	251	REWORK BS MTL	800	CY	$13.50	$10,800.00
7	260	LIME (HYD, COM OR OK) (SLURRY)	57	TON	$195.00	$11,115.00
8	341	ASPH Conc. (TY D) (1 1/2")	265	TON	$104.00	$27,560.00
		SubTotal Base Bid	→			**$84,024.50**
		DRAINAGE				
1	168	VEGETATIVE WATERING	51	GAL	$35.25	$1,797.75
2	164	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	0.35	AC	$2,950.00	$1,032.50
3	530	Driveway (ASPH-CONC-PAV)(PB-1)	175	SY	$31.50	$5,512.50
4	???	Driveway (Concrete 3000 PSI)	86	SY	$60.50	$5,203.00
5	???	18" RCP Culvert Pipe	50	LF	$57.50	$2,875.00
6	7034	15" HDPE Culvert Pipe	316	LF	$28.00	$8,848.00
7	506	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTAL	48	LF	$7.10	$340.80
8	506	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REM.	48	LF	$0.90	$43.20
9	432	RIP RAP (CONC) (CLB) (4")	3.5	CY	$482.00	$1,687.00
		SubTotal Drainage	→			**$27,339.75**
		GrandTotal Roadwork Base Bid and Drainage	→			**$111,364.25**

Project Length: (LF)		1,033
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**97,825.10**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**98,074.46**
Allowed Increase:	**Inc. Not Allowed**	**Amt Inc. $ 24,518.62**

Road Construction Allocation:	$	82,666.66
Max Amount Transfer From RW Cost/Mile :		
Contingency Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	82,666.66
Low Base Bid Roadwork		$84,024.50
Overrun/Underrun		($1,357.84)

Drainage Allocation:	$ 25,934.30
Transfer In: Other Projects	0
Total Allocation and Transfer	$25,934.30
Drainage Cost:	$27,339.75
Overrun/Underrun	-$1,405.45

Overrun Total (2,763.29) will be funded by County Pct. 1
5-1345-431-00-121-422-0-721

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

July 7, 2015

John Paul Lugo
Executive Director
Border Colonia Access Program
1902 Joe Stephens, Ste. 101
Weslaco, Texas 78599

Re: CAP-15-223-07-01-YSS / Lorenzana Subdivision Road and Drainage
Border Colonia Access Project 3rd Round
Recommended Low Bidder

Dear Mr. Lugo:

On Wednesday, July 1, 2015, bids were received and opened for Lorenzana Subdivision Road and Drainage Improvements Project located in Hidalgo County, Texas. A total of four (4) bids were received, in which, LeFevre Engineering & Management Consulting, LLC (LEMC) reviewed the submitted proposals and compiled the bid tabulation as attached.

In review of the tabulated items and provided information, LEMC recommends:

REIM Construction, Inc. with Low Bid in the amount of

Base Bid - $83,804.25
Alternate Bid - $27,560.00

Base + Alt. = $111,364.25

It has been LEMC's pleasure to work with you and TxDot on this project, and look forward to continue to do so. Should you have any questions or concerns, please do not hesitate to contact our office at (956) 687-5362.

Sincerely,

Emigdio "Milo" Salinas, PE
Project Engineer

Enclosures:

cc: John Paul, Executive Director, Border Colonia Access Program
Richard LeFevre, PE – Project Engineer, LEMC
File: Z:\5 Projects\Hidalgo\Precinct 1\P178 Lorenzana Subdivision\Bid Phase\Letter of Recommendation (7-6-15).docx

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.5362
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722
Civil Engineering
Environmental Engineering
Planning
Project Management

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	BIDDER #1 UNIT PRICE	BIDDER #1 TOTAL PRICE	BIDDER #2 UNIT PRICE	BIDDER #2 TOTAL PRICE	BIDDER #3 UNIT PRICE	BIDDER #3 TOTAL PRICE	BIDDER #4 UNIT PRICE	BIDDER #4 TOTAL PRICE
				REIN CONSTRUCTION		2GS, LLC		RDH		TEXAS CORDIA	
P178 Lorenzana Subdivision											
PAVING											
100	Preparing Row	10.36	STA	$ 490.00	$ 5,076.40	$ 1,500.00	$ 15,540.00	$ 100.00	$ 1,036.00	$ 1,005.00	$ 10,411.80
260	6" Lime Treatment (3%) Exist. Matl (Subgrade)	3577	SY	$ 2.55	$ 9,121.35	$ 5.70	$ 20,388.90	$ 5.25	$ 18,779.25	$ 3.00	$ 10,731.00
260	Lime Treated (3%) Flexbase (Mix Exist. Matl)	505	CY	$ 6.95	$ 3,509.75	$ 15.00	$ 7,575.00	$ 18.00	$ 9,090.00	$ 8.00	$ 4,040.00
247	FL BS (CMPNPLC) (TY E GR4) (FNAL POS)	295	CY	$ 45.00	$ 13,275.00	$ 15.00	$ 4,425.00	$ 21.00	$ 6,195.00	$ 53.00	$ 15,635.00
310	ASPH Martl. (MC-30)	615	GAL	$ 5.80	$ 3,567.00	$ 5.00	$ 3,075.00	$ 11.00	$ 6,765.00	$ 11.00	$ 6,765.00
251	Rework BS MTL	800	CY	$ 13.50	$ 10,800.00	$ 13.75	$ 11,000.00	$ 18.00	$ 14,400.00	$ 6.00	$ 4,800.00
260	Lime (HYD, COM OR OK) (SLURRY)	57	TON	$ 195.00	$ 11,115.00	$ 200.00	$ 11,400.00	$ 185.00	$ 10,545.00	$ 350.00	$ 19,950.00
	Paving Subtotal				**$ 56,464.50**		**$ 73,403.90**		**$ 66,810.25**		**$ 72,332.80**
DRAINAGE											
168	Vegetative Watering	51	1000 GAL	$ 35.25	$ 1,797.75	$ 20.00	$ 1,020.00	$ 19.00	$ 969.00	$ 160.00	$ 8,160.00
164	Cell FBR MLCH SEED (PERM) (URBAN) (CLAY)	0.35	AC	$ 2,950.00	$ 1,032.50	$ 4,000.00	$ 1,400.00	$ 4,285.71	$ 1,500.00	$ 1,700.00	$ 595.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	175	SY	$ 31.50	$ 5,512.50	$ 20.00	$ 3,500.00	$ 18.00	$ 3,150.00	$ 49.00	$ 8,575.00
530	Driveway (Concrete 3000 PSI)	86	SY	$ 60.50	$ 5,203.00	$ 38.00	$ 3,268.00	$ 36.10	$ 3,104.60	$ 47.00	$ 4,042.00
464	18" RCP Culvert Pipe	50	LF	$ 57.50	$ 2,875.00	$ 40.00	$ 2,000.00	$ 55.00	$ 2,750.00	$ 70.00	$ 3,500.00
7034	15" HDPE Culvert Pipe	316	LF	$ 28.00	$ 8,848.00	$ 24.00	$ 7,584.00	$ 55.00	$ 17,380.00	$ 23.00	$ 7,268.00
506	Biodegradable EROSN Control Logs (12" Diam) Install	48	LF	$ 7.10	$ 340.80	$ 10.00	$ 480.00	$ 5.00	$ 240.00	$ 10.00	$ 480.00
506	Biodegradable EROSN Control Logs (12" Diam) Remove	48	LF	$ 0.90	$ 43.20	$ 2.00	$ 96.00	$ 5.00	$ 240.00	$ 5.00	$ 240.00
432	RIP RAP (CONC) (CLB) (4")	3.5	CY	$ 482.00	$ 1,687.00	$ 350.00	$ 1,225.00	$ 300.00	$ 1,050.00	$ 1,000.00	$ 3,500.00
	Drainage Subtotal				**$ 27,339.75**		**$ 20,573.00**		**$ 30,383.60**		**$ 36,360.00**
	Base Bid Total				**$ 83,804.25**		**$ 93,976.90**		**$ 97,193.85**		**$ 108,692.80**
Alternate #1 Roadway											
341	ASPH Conc. (TY D) (1 1/2")	265	TON	$ 104.00	$ 27,560.00	$ 90.00	$ 23,850.00	$ 146.00	$ 38,690.00	$ 110.00	$ 29,150.00
	Alternate #1 Roadway Subtotal				**$ 27,560.00**		**$ 23,850.00**		**$ 38,690.00**		**$ 29,150.00**
	Bid Grand Total (Base Bid Total + Alternate #1 Roadway Subtotal)				**$ 111,364.25**		**$ 117,826.90**		**$ 135,883.85**		**$ 137,842.80**

MATHAMATICAL ERROR

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

June 5, 2015

John Paul Lugo
Hidalgo County Border Colonia Access Program County Wide Coordinator
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78596

Dear Mr. Lugo:

We have reviewed final 100% plans and engineer estimate for Hidalgo County's 3rd-call Border Colonia Access Program project in Lorenzana Subdivision (3C1080422), and we concur with the plans except for a minor correction needed on the estimate (see attachment). Please make correction before letting this project. I now have all necessary documentation on file for the project to proceed.

Please let me know if you have questions or comments.

Sincerely,

Sergio Cantu, P.E.

Sergio L. Cantu, P.E.
Pharr District Construction Engineer

attachment
CC: Judy Sanchez
Marcie Jackson

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING LLC
Texas Registered Engineering Firm F-11722
613 Helena, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

BCAP LORENZANA SUBDIVISION - EOPCC CSJ 3C1080422

		ROADWAY PROJECT QUANTITIES				
			LORENZANA ST.		EOPCC	
ITEM	UNIT	DESCRIPTION	EST	FIN	UNIT PRICE	TOTAL
0100-6002	STA	PREPARATION OF RIGHT OF WAY	10.36		$ 400.00	$ 4,144.00
0260-6027	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	3577.00		$ 3.50	$ 12,519.50
0260-6017	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	505.00		$ 18.75	$ 9,468.75
0247-6060	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	295.00		$ 22.50	$ 6,637.50
0310-6009	GAL	ASPH MATERIAL (MC-30)	615.00		$ 6.00	$ 3,690.00
0341-6039	TON	1-1/2" ASPH CONC TY D	265.00		$ 154.40	$ 40,916.00
0502-6001	MO	*BARRICADES, SIGNS AND TRAFFIC HANDLING	3		$ 2,500.00	$ 7,500.00
0251-6036	CY	REWORK BS MTL	800.00		$ 6.25	$ 5,000.00
0500-6001	LS	*MOBILIZATION	1		$ 7,500.00	$ 7,500.00
0260-6043	TON	LIME (HYD, COM OR OK)(SLURRY)	57		$ 190.00	$ 10,830.00
						$ 108,205.75

* ITEM WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

FOR CONTRACTOR INFORMATION ONLY:

HOTMIX ASPHALT - 1.5" = 171 LB/SY

PRIME COAT = 0.20 GAL/SY

WATERING - 4 WEEKS - 3 CYCLES PER WEEK @ 2.5 GAL/SY/CYCLE

FERTILIZER QUANTITIES ARE BASED ON A RATE OF 100 LBS OF NITROGEN PER ACRE. THE NPK RATIO TO INCLUDE AT LEAST 5%P & 5%K.

		DRAINAGE PROJECT QUANTITIES				
			LORENZANA ST.		EOPCC	
ITEM	UNIT	DESCRIPTION	EST	FIN	UNIT PRICE	TOTAL
0166-6001	AC	*FERTILIZER	0.35		$ 1,000.00	$ 350.00
0168-6001	1000 GAL	VEGETATIVE WATERING	51		$ 20.00	$ 1,020.00
0164-6028	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	0.35		$ 1,500.00	$ 525.00
0530-6005	SY	DRIVEWAY (ASPH-CONC-PAV) (PB-1)	~~140~~	175	$ 20.00	$ 2,840.00
0530-6004	SY	DRIVEWAY (CONCRETE 3000 PSI)	~~135~~	86	$ 50.00	$ 6,750.00
0464-6003	LF	18" RCP CULVERT PIPE	50		$ 60.00	$ 3,000.00
7034 6057	LF	15" HDPE CULVERT PIPE	316		$ 32.00	$ 10,112.00
0506-6038	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	48		$ 15.00	$ 720.00
0506-6039	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	48		$ 15.00	$ 720.00
0432-6009	CY	RIPRAP (CONC)(CL B)(4")	3.5		$ 400.00	$ 1,400.00
0529-6023	LF	CONC. GUTTER (3-FT WIDE) VALLEY GUTTER	47		$ 25.00	$ 1,175.00
						$ 28,612.00
					GRAND TOTAL	$ 136,817.75

LOG MAX LENGTH = 30 FEET

STD LENGTH = 10 FEET

WEIGHT = 33 LBS

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: July 01, 2015	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR LORENZANA SUBDIVISION"

BID NO: CAP-15-223-07-01-YSS

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	REIM Construction Inc.	$11,1364.25	Bid Bond Included
2.	Teas Cordia Construction	$137,842.80	Bid Bond Included
3.	2GS, LLC	$117,826.90	Bid Bond Included
4.	RDH Site & Concrete, LLC	$135,883.85 CORRECT AMOUNT $135,997.85 READ AMOUNT	Bid Bond Included
5.			
6.			
7.			
8.			
9.			
10.			

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Authority to Advertise - Lorenzana Subdivision

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us> Fri, Jun 05, 2015 11:57 AM
Subject : Authority to Advertise - Lorenzana Subdivision 1 attachment
To : yvette islas <yvette.islas@co.hidalgo.tx.us>
Cc : John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>

Yvette,

Please place the following item on CC agenda for Tuesday 09th June 2015:

Approval to advertise, 3rd Call Border Colonias Projects for Precinct 1: Lorenza Subdivision (CSJ:3C1080422);
Advertising Account: 5-1312-431-00-121-422-0-540 PO #724718
Project Engineer: LEFEVRE ENGINEERING & MANAGEMENT
Account: 5-1312-431-00-121-422-0-721/723

Respectively,

John Paul Lugo,
BCAP Executive Director
1902 Joe Stephens Ave. Ste. 101
Weslaco, Texas 78599
P-956.968.8733
F-956.973.7804

100% Signed Completed Plans Lorenzana Subdivision.pdf
5 MB

AI-51484 **Purchasing Department** **25. H. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Supplemental Agreement No. 3 to the current agreement (C-13-133-07-09), with Chanin Engineering for the "Adult Detention Center and Law Enforcement Facility Repairs" to reflect an extension of time.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT

Attachments

Supplemental No. 3

Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/23/2015 10:53 AM
Budget & Management	Veronica Ortiz	09/24/2015 08:16 AM
Glinda Pacheco	Glinda Pacheco	09/24/2015 01:47 PM
Auditor's Office	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Rocio Villarreal Started On: 09/22/2015 11:19 AM

Final Approval Date: 09/25/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

C-13-133-07-09

SUPPLEMENTAL AGREEMENT NO. 3

TO AGREEMENT FOR GENERAL ENGINEERING SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Chanin Engineering, LLC, of, McAllen, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 9th day of July, 2013 concerning structural engineering services for Hidalgo County Adult Detention Center and Law Enforcement Facility Repairs, (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 7 of the **Agreement**, (Supplemental Agreements), establishes that the Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the Termination Date identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the Engineer, and/or (3) for any other reason agreeable to the Owner and the Engineer; and,

WHEREAS, it has become necessary to amend the Agreement to revise Article 3.1- "Termination Date" to extend the termination date of the Agreement.

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. The first sentence of Article 3.1 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

   "This Agreement shall terminate no later than Sixty (60) Days after Substantial Completion as determine on the Notice to Proceed to contractor, (hereinafter referred to as the "Termination Date"), unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the Engineer and the Owner prior to the Termination Date, or otherwise terminated as provided in Article 3.4 herein and below."

2. Except as modified herein, all terms and conditions of the Agreement, as amended for the purposes of this Supplemental No. 2 remain in full force and effect. Engineer and County ratify and confirm the terms and provisions of the Agreement as amended for the purposes of this Supplemental No. 3.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 2 to the Agreement for the General Engineering Services to be executed as of the 29th of September, 2015.

THE ENGINEER:

CHANIN ENGINEERING, LLC

BY:_____
Miguel Chanin, P.E.

THE OWNER:

HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

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

BY:_____
Stephen L. Crain

ATTEST:

BY:_____
Arturo Guajardo Jr., County Clerk

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Supplemental No. 3 for Chanin Engineering

From : Steve Crain <scrain@atlashall.com> Tue, Sep 22, 2015 10:49 AM
Subject : RE: Supplemental No. 3 for Chanin Engineering
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Good to go.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, September 22, 2015 10:30 AM
To: Steve Crain
Subject: Re: Supplemental No. 3 for Chanin Engineering

Mr. Crain:

I have corrected the dates. In addition, the extension is for the engineer to continue to provide services until completion of the construction project with no additional cost. 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

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, September 22, 2015 10:02:52 AM
Subject: RE: Supplemental No. 3 for Chanin Engineering

Why is it dated 2014 and what is the reason for the extension?

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, September 22, 2015 9:34 AM
To: Steve Crain
Subject: Re: Supplemental No. 3 for Chanin Engineering

Mr. Crain:

Attached is the final draft for Chanin Engineering. 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

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, September 18, 2015 12:48:41 PM
Subject: RE: Supplemental No. 3 for Chanin Engineering

Do that.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, September 18, 2015 11:58 AM
To: Steve Crain
Subject: Re: Supplemental No. 3 for Chanin Engineering

Contractor substantial completion date is November 27, 2015 and engineer contract will be expired by October 30, 2015. The Sheriff's Office is needing for agreement to be extended until completion of the project. Being that substantial completion can be prior to November 27, 2015, can it be recommended we don't add an actual date other state engineer to stay under contract 30-60 days after substantial completion for any issues after completion of project.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, September 18, 2015 10:23:38 AM
Subject: RE: Supplemental No. 3 for Chanin Engineering

What is the reason for the extension?

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, September 18, 2015 9:54 AM
To: Steve Crain
Subject: Supplemental No. 3 for Chanin Engineering

Mr. Crain:

The Sheriff's Office would like to extend the agreement to the engineer. Can you please review supplemental 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

AI-51373 **Purchasing Department** **25. I. 1.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of modification to current Contract #C-13-314-09-11- under Page 2-Section II-Term 2.2, allowing Hidalgo County and the HC Community Supervision and Corrections Department, agreeing to renegotiate every two (2) years as this is a ten (10) year term, the rent and maintenance fees under Article III thus bringing the monthly lease fees from $3,000.00 to $5,000.00/per month with authority for County Judge to execute the form.

BACKGROUND

Modification document reviewed/approved as to form by legal.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact on this agenda as this are increased monthly revenues to County's Budget from $3,000.00 to $5,000.00.

Attachments

Lease Agreement

Modification w/Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/16/2015 03:57 PM
Budget & Management	Veronica Ortiz	09/17/2015 02:02 PM
Manuel Chapa	Manuel Chapa	09/18/2015 04:15 PM
Auditor's Office	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Vangie Garcia Started On: 09/14/2015 03:25 PM
Final Approval Date: 09/25/2015

INTERLOCAL LEASE AGREEMENT

WHEREAS, Hidalgo County (hereinafter "Lessor") is a validly organized and constituted governmental entity properly established in accordance with Article IX, Texas Constitution;

WHEREAS, the Hidalgo County Community Supervision and Corrections Department (hereinafter "Lessee") is properly established in accordance with Chapter 76, Government Code;

WHEREAS, Chapter 292, Local Government Code, authorizes county commissioners to purchase, construct, reconstruct, improve, or equip or provide by other means a building or rooms, other than the courthouse, for the housing of county or district offices, county or district courts, justice of the peace courts, county records or equipment (including voting machines), or county jail facilities, or for the conducting of other public business, and thereafter Lease the building or rooms;

WHEREAS, Chapter 140, Local Government Code, permits a community supervision and corrections department, as a "specialized local entity," to enter into contractual arrangements, including Leases;

THEREFORE, this Lease Agreement (hereinafter "Lease") is made and entered into by and between the Lessor and the Lessee.

I
LEASED PREMISES

1.1. Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by the Lessee, does hereby lease and demise to the Lessee the real property (hereinafter the "Leased Premises") described as:

1000 N. M ROAD
EDINBURG, TEXAS

1.2. Lessor agrees to Lease said property to the Lessee together with all the improvements, rights, and privileges belonging thereto, and covenants the Lessee shall peaceably and quietly have, hold, and enjoy the Leased Premises for the term of the Lease.

1.3. Lessee accepts the leased Premises and acknowledges that its possession constitutes a conclusive admission that it has inspected the Leased Premises and found them in good condition and repair and in all respects in the configuration required by the lessee.

II
TERM

2.1. The term of this Lease is for a period of ten (10) years with a ten (10) year renewal term, which shall begin on the date possession is granted to the Lessee by Lessor subject to earlier termination as hereinafter provided.

2.2. Lessor and Lessee hereby agree to renegotiate every two (2) years the rent and maintenance fee paid under Article III.

2.3. Notwithtstanding anything to the contrary, it is agreed that this Lease may be terminated without cause by the Lessee at the Lessee's option if funding from the State of Texas is not appropriated or made available by the Legislature of the State of Texas that may be used for rental payments. Lessor may terminate this Lease without cause on sixty (60) days notice to Lessee.

2.4. If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 2.4 shall not be construed as Lessor's consent for Lessee to hold over.

III
RENT

3.1. In consideration for the use and occupancy of, and as rent for the Leased Premises, lessee promises and agrees to timely pay lessor during the term of this Lease a rental in the amount of **$3,000.00** per month which includes the maintenance services. All payments of rent shall be subject to the availability of funds provided by the State of Texas appropriated or made available by the Legislature of the State of Texas.

3.2. Rental payments shall be due and owing by the Lessee the first day of each and every month for the duration of this lease agreement.

3.3. Point of contact of lease:

Valde Guerra, HC Commissioners Court Executive Officer
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Phone: (956) 292-7025

3.4. Point of contact for billing and payment questions:

Sergio Cruz, HC Budget Officer
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Phone: (956) 292-7025

IV
USE OF LEASED PREMISES

4.1. Lessee shall use the Leased Premises for community supervision, administrative, and **substance abuse treatment facility services and offices**.

V
SERVICE, MAINTENANCE AND UTILITIES

5.1. Lessor agrees to maintain all exterior walls, heating, fire protection, and air conditioning systems, and all other mechanical systems of the building. Lessor also agrees to maintain water lines within the building. Lessor shall be responsible for any water damage to walls and ceilings caused by plumbing, condensation, or other structural problems.

5.2. Lessor shall be responsible for janitorial, maintenance services and light bulb replacement.

5.3. Lessor shall be responsible for interior walls and ceilings to include painting and furnishing replacement wall paper.

5.4. Lessor shall be responsible for pest control.

5.5. Lessor shall be responsible for landscaping.

5.6. Lessor shall be responsible for the installation and maintenance of wiring for telephone, internal security, and surveillance systems.

5.7. Lessee shall be responsible for glass breakage not attributable to fair wear and tear or to natural occurrences such as windstorms.

VI
INSURANCE

6.1. Lessor shall at all times during the term of this Lease maintain a policy or policies of insurance issued by and binding upon the insurance company, insuring the building and Leased Premises against all risk of direct physical loss in an amount equal to no less than eighty percent (80%) of the full replacement cost of the building, as of the date of the loss.

6.2. Lessee shall be responsible for maintaining insurance for any improvements it makes to the Leased Premises or for personal property of lessee placed on the Leased Premises.

VII
WASTE AND NUISANCE

7.1. Lessee shall maintain the Leased Premises free from waste or nuisance and shall deliver the Leased Premises in good repair and sound condition at the termination of the Lease, ordinary wear and tear and damages by fire, tornado, or other casualty excepted. Lessee shall repair any damage to the Leased Premises not attributable to fair wear and tear or natural causes. In the event Lessee shall breach this Lease, Lessor shall have the right, but not the obligation to cause such repair or corrections to be made, and any reasonable costs therefore shall be payable by the Lessee to the Lessor, subject to the availability of funds provided by the State of Texas appropriated or made available by the Legislature of the State of Texas.

VIII
ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

8.1. Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of the Lessor. Consent for non-structural alterations, additions, or improvements shall not be unreasonably withheld by the Lessor. All alterations, additions, or improvements made by the Lessee shall become the property of the Lessor at the termination of this Lease.

8.2. Lessee shall have the right at all times to erect and install furniture and fixtures provided that Lessee complies with all applicable governmental laws, ordinances, and regulations. Lessee shall have the right to remove, at the termination of this Lease, such items so installed. Lessee shall repair any damage caused by such removal.

IX
DAMAGE OR DESTRUCTION

9.1. If the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be damaged so that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of the occurrence of the damage, this Lease shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of the occurrence.

9.2. If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of the occurrence of the damage, this Lease will not terminate, but the Lessor shall at its sole cost and risk proceed forthwith to rebuild or repair the Leased Premises or to substantially restore the Leased Premises to the condition in which they existed prior to such damage. If the casualty occurs during the final three (3) months of the Lease term, the Lessor shall not be required to rebuild or repair such damage. If the

Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder shall be adjusted equitably. In the event that Lessor shall fail to complete such rebuilding or repairs within ninety (90) working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to the Lessor, whereupon all rights and obligations hereunder shall cease.

X
LIABILITY INSURANCE

Lessee shall maintain in full force and effect during its occupancy of the Leased Premises a liability policy containing a liability limit of no less than the amounts prescribed by the Texas Tort Claim Act which as the date hereof are $300,000 for aggregate bodily injury, $100,000 per individual, and $100,000 for property damage.

XI
DEFAULT AND REMEDIES

11.1. If any of the following conditions occur, the Lessor may, at the Lessor's option, give to the Lessee notice that the Lessor has elected to end the term of the Lease at any time after the expiration of thirty (30) days from the date of service of such notice, in which event, after the expiration of said thirty (30) days, this Lease shall, at the option of the Lessor, terminate as if that were the day originally fixed herein for the expiration of the term of this Lease, and the Lessor, the agents or representatives of the Lessor, shall have the right, without further demand, to re-enter and take possession of the Leased Premises with or without process of law, and remove all persons and their property from the Leased Premises without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenants:

A. The Lessee has defaulted in the payment of any installment of rent, or other sums of money herein stipulated to be paid by Lessee, and if such default continued for a period of thirty (30) days after notice of such default and request for compliance has been given the Lessee by the Lessor; or

B. The Lessee has failed to perform any covenant imposed upon Lessee hereunder, which does not involve the payment of liquidated sums of money and if such default has continued for a period of sixty (60) days after notice of said default has been given to Lessee.

Provided, however, that Lessor may not so cancel or terminate this Lease if any such default cannot reasonably be corrected within a sixty (60) day period for so long as Lessee proceeds in good faith and with due diligence to remedy and correct such default.

11.2. Notwithstanding the foregoing, Lessor will also have all other remedies provided by law or in equity for default by Lessee.

XII
MORTGAGES

12.1. Lessee accepts this Lease subject to any deeds of trust, security interests, or mortgages which might now or hereafter constitute a lien upon the building or improvements therein or on the Leased Premises and subject to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the property. Lessee shall at any time hereafter, on demand, execute any instruments, releases, or other documents that may be required by any mortgagee for the purpose of subjecting or subordinating this Lease to the lien of any such deed of trust, security interest, or mortgage.

XIII
NOTICES AND ADDRESSES

13.1. All notices provided to be given under this Lease shall be made in writing addressed to the proper party at the following address:

LESSOR:

Hidalgo County
Attn: Ramon Garcia
Hidalgo County Judge
304 W. University Drive
Edinburg, Texas 78539

LESSEE:

Hidalgo County Community Supervision
And Corrections Department
Attn: Arnold Patrick, Director
3100 S. Business Hwy. 281
Edinburg, Texas 78539

XIV
LEGAL CONSTRUCTION

14.1. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Lease shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XV
AMENDMENT

15.1. No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

XVI
COMMITMENT OF REVENUES

15.2 In the event that, during any term hereof, the Lessor does not appropriate sufficient funds to meet the obligations of Lessor under this Agreement, Lessor may terminate this Agreement upon sixty (60) days written notice to Lessee. Lessor 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 Lessor pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the last date indicated below.

Executed in Hidalgo County, Texas by:

Lessor: Hidalgo County

By: Ramon Garcia
Ramon Garcia

Title: Hidalgo County Judge

Date: _____

Approved by Commissioners' Court
on 9/11/13 RO

Lessee: Hidalgo County Community Supervision And Corrections Department

By: _____
Arnold Patrick

Title: Director

Date: _____

" Lease Of Facility-1000 N. M Road-Edinburg, Texas"

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT ON: **SEPTEMBER 11, 2013**

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Draft Interlocal Lease Agreement

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, Sep 04, 2013 02:19 PM
Subject : Fwd: Draft Interlocal Lease Agreement
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>, valde guerra <valde.guerra@co.hidalgo.tx.us>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>

Ms. Vangie:
Use this e-mail for approval from legal as to form.
Thanks,
Marty

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, September 4, 2013 2:18:18 PM
Subject: RE: Draft Interlocal Lease Agreement

It will work.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 04, 2013 1:51 PM
To: Steve Crain; valde guerra; Sergio Cruz
Cc: Evangelina Garcia; Darlene H. Betancourt; Lauro Torres (Budget office)
Subject: Fwd: Draft Interlocal Lease Agreement

Mr. Crain:
As directed by CC, Mr. Valde Guerra scheduled a meeting with Mr. Arnold Patrick, Exec. Director of the HC Adult Probation Department to discuss the request to waive all lease fees for the new term of an ILA for the property housing HC Substance Abuse & Treatment Facility. Mr. Patrick has a deadline (Fri., 9-06-13) to submit his proposed contribution alternative to HC other than the historic rate of $5K/month. As the current lease expired on 08-27-13 (with no holdover or extension options) we have drafted the attached document for your review and comment as to form in order to leave only the dollar amount for insertion when CC takes action on Tuesday 9-10-13.
Thanks,
Marty S.

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>

September 11, 2013

SPECIAL MEETING - September 11, 2013

BE IT REMEMBERED, that on this 11th day of September A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

Vote: 3 - 0 - Unanimously

4. **AI-40619** Requesting authority and action to modify and/or amend current lease agreement between Hidalgo County and Jose E. Garcia in connection with requests for possible alterations and/or modifications to the building.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

5. **AI-40454** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

On motion by COMMISSIONER, PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3 JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 Unanimously

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. Judicial Courts (109ZN6)
2. Hidalgo County JP Technology (124ZV1)
3. Hidalgo County Clerk (129D6F)

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES seconded by COMMISSIONER, PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval on items 1, 2, and 3.

Vote: 3 - 0 Unanimously

6. **AI-40511** Acceptance and approval of an Interlocal Lease Agreement between County of Hidalgo and HC Community Supervision and Corrections Department in the amount of $ 3,000.00 per month on a 10-year term with an 10-year renewal term (same as previous aggrements) including the option to renegotiate the lease fees every two (2) years for the facility located at 1000 N. M. Road, Edinburg, Tx which currently houses the SATF (Substance Abuse Treatment Facility)

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

APPROVED

AI-40511 **Purchasing Department** **22. A. 6.**
CC REGULAR
Meeting Date: 09/11/2013
Submitted For: Martha L. Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of an Interlocal Lease Agreement between County of Hidalgo and HC Community Supervision and Corrections Department in the amount of $ 3,000.00 per month on a 10-year term with an 10-year renewal term (same as previous aggrements) including the option to renegotiate the lease fees every two (2) years for the facility located at 1000 N. M. Road, Edinburg, Tx which currently houses the SATF (Substance Abuse Treatment Facility)

BACKGROUND

Effective immediately pursuant to action taken by Commissioners Court.

Previous monthly lease services: $4,500.00
Previous monthly maintenance fees: $500.00
Total monthly revenues: $5,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No fiscal impact to County, possibly revenues to County pursuant to CC action.

Attachments

revised
Legal Approval Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/06/2013 03:25 PM
Budget & Management	Obdett Calzada	09/06/2013 03:42 PM
Auditor's Office	Monica Badillo	09/06/2013 05:47 PM

Form Started By: Vangie Garcia Started On: 09/04/2013 08:07 AM
Final Approval Date: 09/06/2013

RECEIVED
SEP 04 2015
By

MODIFICATION OF CONTRACT

Contract No.: #C-13-314-09-11
Modification No.: 1
Date Modification Issued: September 3, 2015
Effective Date of Modification: September 3, 2015

Name and Address of Vendor:
Hidalgo County
Edinburg, Texas 78539

Issued by (Name and Address of CSCD):
Hidalgo County CSCD
P O Box 970
Edinburg, Texas 78540

Authority for Modification: Interlocal Lease Agreement page 2 section II Term 2.2 Lessor and Lessee hereby agree to renegotiate every two (2) years the rent and maintenance fee under Article III.

Provision of Contract Modified:

3.1 In consideration for the use and occupancy of, and as rent for the Leased Premises, lessee promises and agrees to timely pay lessor during the term of this Lease a rental in the amount of $5,000.00 per month which includes the maintenance services.

Name and Title of Department's Representative:	**Name and Title of Vendor's Representative:**
Arnold K Patrick, Director	**Ramon Garcia, County Judge**
Department's Name:	**Vendor's Name:**
Hidalgo County CSCD	**Hidalgo County**
By:	**By:**
Date Signed: 9-3-15	**Date Signed**

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Interlocal Lease Agreement

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Fri, Sep 11, 2015 09:32 AM

Subject : RE: Interlocal Lease Agreement

To : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>

Cc : 'Valde Guerra' <valde.guerra@co.hidalgo.tx.us>, 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Marty,

I approve as to the form of the agreement.

Thanks.

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, September 08, 2015 4:27 PM
To: josephine ramirez; victor garza
Cc: Valde Guerra; Evangelina Garcia
Subject: Fwd: Interlocal Lease Agreement

Counselors:
Under the current lease agreement between HC and HC-CSCD, aka, Adult Probation Department, we have the opportunity to renegotiate lease space rates. Two years ago [due to state funding reductions], HC had modified [through negotiations] the lease down from $5K/month to $3K/monthly. This year, Mr. Valde Guerra was successful in bring the monthly

lease payments back to $5K/month. Please review the attached modification document as to form.
Yours truly,
Marty S.

PS Attached is the current agreement.

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, September 3, 2015 4:38:50 PM
Subject: Fwd: Interlocal Lease Agreement

Marty;
Attached is the amendment or "Modification" to the lease agreement as submitted on behalf of Mr. Patrick. This is a standard modification form they utilize when a change has been initiated by the Adult Probation. Do I proceed in placing an agenda item so that the court may be informed by Valde and/or you of the results including acceptance and approval; please advise.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Diana Solis" <diana.solis@hidalgocountycscd.org>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Thursday, September 3, 2015 3:25:58 PM
Subject: RE: Interlocal Lease Agreement

Hello; Here is a copy of the modification. I will send the original to your office. Thanks.

Diana Solis

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, September 03, 2015 11:08 AM
To: Arnold K. Patrick
Cc: Valde Guerra; Martha Salazar; Diana Solis
Subject: Interlocal Lease Agreement

Good Morning Mr. Patrick;
Pursuant to this morning's meeting with Valde Guerra regarding the discussion of the Interlocal Lease Agreement with Hidalgo County and the renegotiation of the monthly lease fee as part of the requirements of agreement-page 2-section II (Term). It was concurred that the monthly fee will be five-thousand dollars ($5,000.00) which will be next effective due date. The agreement document in place is a CJAD document provided by the HC Community Supervision and Corrections Department aka the "Adult Probation", will now require an "amendment" to the agreement for the renegotiated monthly lease fee to be initiated.

Please proceed in submitting a proposed "Amendment No. 1" to Interlocal Lease Agreement #C-13-314-09-11 so that I may proceed with the final process of an agenda item.

Let me know if you have any questions/concerns and/or if I may be of any assistance.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

AI-51431 **Closed Session** **26. C.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 02:14 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Monica Badillo Started On: 09/17/2015 02:09 PM

Final Approval Date: 09/25/2015

AI-51494 **Closed Session** **26. D.**

CC - REGULAR

Meeting Date: 09/29/2015

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	09/23/2015 09:34 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Monica Badillo		Started On: 09/22/2015 04:54 PM
Final Approval Date: 09/25/2015		

AI-51421 **Closed Session** **26. E.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Monica Alvarado

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 02:02 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Aida Alvarez		Started On: 09/17/2015 10:15 AM
Final Approval Date: 09/25/2015		

AI-51423 **Closed Session** **26. F.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Josefina Jaurequi

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 01:56 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Aida Alvarez		Started On: 09/17/2015 10:18 AM
Final Approval Date: 09/25/2015		

AI-51425 **Closed Session** **26. G.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gerardo Valdez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 01:56 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Aida Alvarez		Started On: 09/17/2015 10:20 AM
Final Approval Date: 09/25/2015		

AI-51438 **Closed Session** **26. H.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:15-cv-52; Fabian Leal, Javier Lopez & Rene J. De Leon v. Bert Odgen Motors, Inc., Bert Odgen Chevrolet, Inc., Robert C. Vackar, Rene Guerra, Hidalgo County, Texas and Hidalgo County Sheriff's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 09/17/2015 04:32 PM

Final Approval Date: 09/17/2015

AI-51539 **Closed Session** **26. I.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-3467-A; Rafael Clemente & Nancy Vidal ind. and a/n/f(s) of Richard Clemente v Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 09:42 AM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Monica Badillo Started On: 09/24/2015 02:43 PM

Final Approval Date: 09/25/2015

AI-51432 **Open Session** **28. C.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 02:14 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM

Form Started By: Monica Badillo Started On: 09/17/2015 02:10 PM

Final Approval Date: 09/25/2015

AI-51495 **Open Session** **28. D.**

CC - REGULAR

Meeting Date: 09/29/2015

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	09/23/2015 09:34 AM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Monica Badillo		Started On: 09/22/2015 04:55 PM
Final Approval Date: 09/25/2015		

AI-51422 **Open Session** **28. E.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Monica Alvarado

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 02:02 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Aida Alvarez		Started On: 09/17/2015 10:16 AM
Final Approval Date: 09/25/2015		

AI-51424 **Open Session** **28. F.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Josefina Jaurequi

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 01:56 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Aida Alvarez		Started On: 09/17/2015 10:19 AM
Final Approval Date: 09/25/2015		

AI-51426 **Open Session** **28. G.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gerardo Valdez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/17/2015 01:55 PM
Purchasing Department	Monica Badillo	09/25/2015 05:39 PM
Form Started By: Aida Alvarez		Started On: 09/17/2015 10:21 AM
Final Approval Date: 09/25/2015		

AI-51439 **Open Session** **28. H.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:15-cv-52; Fabian Leal, Javier Lopez & Rene J. De Leon v. Bert Odgen Motors, Inc., Bert Odgen Chevrolet, Inc., Robert C. Vackar, Rene Guerra, Hidalgo County, Texas and Hidalgo County Sheriff's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 09/17/2015 04:32 PM

Final Approval Date: 09/17/2015

AI-51540 **Open Session** **28. I.**

CC - REGULAR

Meeting Date: 09/29/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-3467-A; Rafael Clemente & Nancy Vidal ind. and a/n/f(s) of Richard Clemente v Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 09:42 AM
Purchasing Department	Monica Badillo	09/25/2015 05:40 PM

Form Started By: Monica Badillo Started On: 09/24/2015 02:43 PM

Final Approval Date: 09/25/2015