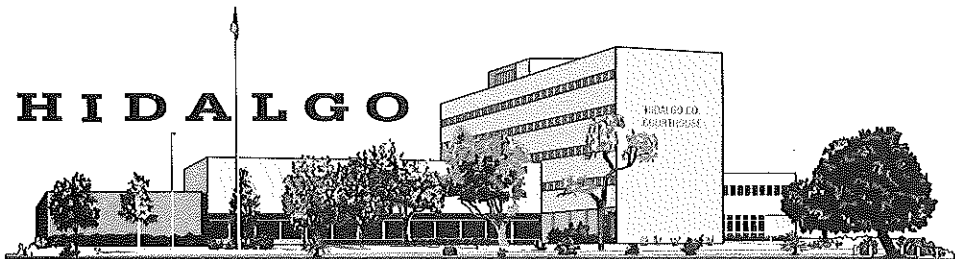


COUNTY *of* HIDALGO



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

October 14, 2022

The Honorable Richard F Cortez, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Everardo Villarreal, Commissioner, Precinct No. 3
The Honorable Ellie Torres, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

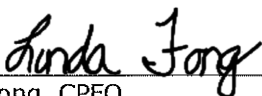
Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

The county auditor shall certify to the commissioners' court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Linda Fong, Interim County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from Hidalgo County Irrigation District #6, Irrigation District #16, and United Irrigation District. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$50,000	Hidalgo County Irrigation District #6 – Peace Officer
	Hidalgo County Irrigation District #16
	Hidalgo County United Irrigation District
	Hidalgo Co. Constable Precinct No. 3
	FY2022

CERTIFIED BY:


Linda Fong, CPFO
Interim County Auditor

10/15/2022
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 82nd D.C. FERNANDO MANCIAS JUDGE, 83rd D.C. J.R. "BOBBY" FLORES JUDGE, 139th D.C. ROSE GUERRA REYNA JUDGE, 206th D.C. MARLA CUELLAR JUDGE, 275th D.C. MARIO E. RAMIREZ, JR. JUDGE, 332nd D.C. NOE GONZALEZ JUDGE, 370th D.C. OVERSEER LETICIA LOPEZ JUDGE, 389th D.C. L. KENO VASQUEZ JUDGE, 388th D.C. ISRAEL RAMON, JR. JUDGE, 430th D.C. RENEE R. BETANCOURT JUDGE, 448th D.C. JOE RAMIREZ JUDGE, 464th D.C.

AI-87639

Constable Pct. #3 14. B.

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 10/18/2022

Submitted For: Leidy Roque, CONSTABLE PCT. #3

Submitted By: Leidy Roque, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

CAPTION

Constable Pct. 3 - Irrigation Districts (1285):

1. Approval to enter into an Interlocal Agreement between County of Hidalgo, Texas, acting by and through the Office of Constable Pct.3, and the following entities:

- Irrigation District No. 6
- United Irrigation District and
- Irrigation District No. 16

to be effective on October 18, 2022, through October 17, 2023, with authority for County Judge Richard Cortez and Constable Lazaro Gallardo, as authorized officials, to execute agreement.

2. Approval of certification of revenues, as certified by the County Auditor, in the amount of \$50,000.
3. Approval of appropriation of funds in the amount of \$74,723.24 which includes entities contribution and county cash match.

BACKGROUND

Reference:

AI - 65070, CC 5.29.2018, CC Approval of Original Interlocal Agreement between County & Irrigation District No.6

AI - 70772, CC 7.1.2019, CC Approval of 1st Amended Interlocal Agreement between County & Irrigation District No. 6

AI - 80841, CC 5.25.2021, CC Approval of Second Amended Interlocal Agreement between County & Irrigation District No. 6

AI- 83080, CC 11.02.2021 CC Approval to rescind Second Amended Interlocal Agreement between County and Irrig. Dist No. 6 and enter into ICA with Irrig. District No. 6, United Irrig. District, & Irrig. District No. 16.

This interlocal agreement between Hidalgo County, Irrigation District No. 6, United Irrigation District, & Irrigation District #16 will renew agreement and divide the entities contribution of \$50,000.00 equally among the 3 entities.

Fiscal Impact

CALENDAR YEAR: 2022

ACCT. #: 2-1285-421-00-293-020-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$50,000.00, divided equally between 3 entities, as referenced in Exhibit A, pending COR by Co. Auditor. The remaining of \$24,723.24 is to be paid by county (i.e. cash match) to fund the total cost of one Deputy Constable Position. Total cost of position is \$74,723.24.

Revenue acct #

2-1285-337-01-293-020-2-000 CONST PCT3-HC IRRIG. DIST6-REVENUES

2-1285-337-02-293-020-2-000 CONST PCT3-HC IRRIG. DIST16-REVENUES

2-1285-337-03-293-020-2-000 CONST PCT3-UNITED IRRIG DIST-REVENUES

Attachments

appropriation-revised

Irrig. Districts ICA

Legal Approval

COR Request Email

United Irrig. District Board Meeting Minutes

Concurrence of Term Change

Exhibit A - Salary Worksheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/04/2022 04:07 PM
Ivan Cantu	Ivan Cantu	10/12/2022 03:39 PM
Final Approval		
Form Started By: Leidy Roque		Started On: 09/22/2022 12:16 PM

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS,
HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, UNITED IRRIGATION DISTRICT, AND
HIDALGO COUNTY IRRIGATION DISTRICT NO. 16**

This **Agreement** is made and entered into under Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act and pertains to law enforcement services provided through the cooperation of municipalities, counties, and other local governments, to wit: the **COUNTY OF HIDALGO, TEXAS**, acting by and through the **Office of Constable, Precinct No. 3** (the "**Participating Law Enforcement Agency**"), and Limited Purpose Districts of the State of Texas, organized under Article XVI, Section 59 of the Texas Constitution and operate under the provisions of the Texas Water Code, Chapters 49 and 58, namely: **HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, UNITED IRRIGATION DISTRICT, AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 16** (hereinafter referred to as the "**DISTRICT**"). This **Agreement** constitutes the entire agreement of the **Parties** and **supersedes** any prior understanding or oral or written agreements between the **Districts** and the **Participating Law Enforcement Agency** on the matters contained herein. The **Participating Law Enforcement Agency** and the **Districts**, collectively referred to herein as the "**Parties**", mutually agree as to the following:

I. Law Enforcement Agency’s Obligations

1. **Participating Law Enforcement Agency** will provide one (1) commissioned peace officer(s) in and around the **Districts** (the "**Services**") to increase the safety and security for the **Districts**, their resources, and for the safety and security of the citizens of Hidalgo County;

2. The **Services** will be provided Monday-Friday, 8:00 a.m. to 5:00 p.m. or, in lieu thereof, at such other times mutually agreed to by the **Districts** and the **Participating Law Enforcement Agency**.

3. The peace officer assigned by the **Participating Law Enforcement Agency** shall be empowered to enforce the laws of the State of Texas.

4. During the term of this **Agreement**, such peace officer, at all times, shall remain and be treated as an employee of the County of Hidalgo, and shall be subject to all applicable

personnel policies, rules, and procedures of the County of Hidalgo and the **Participating Law Enforcement Agency**.

5. The **Participating Law Enforcement Agency** agrees that the assigned peace officer shall use their best efforts to respond appropriately to emergencies or exigent circumstances that may exist at the **Districts** and/or the applicable jurisdiction of the **Participating Law Enforcement Agency**. However, the peace officer shall use their sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such an officer. Should the peace officer decide to exercise the above-referenced judgment and/or discretion, it shall not be considered a violation of this **Agreement**.

6. **Districts** and the **Participating Law Enforcement Agency** agree that the peace officer shall not perform any of the **Districts'** administrative duties other than those identified herein.

7. The **Participating Law Enforcement Agency** agrees to notify the administrative office of the **Districts** when the peace officer takes sick leave or has scheduled vacation, overtime, or compensatory time off in accordance with County notice provisions. The **Participating Law Enforcement Agency** will provide a suitable replacement officer in any event that a normally assigned officer is unavailable by virtue of the use of the leave specified above. In the event that an officer is unexpectedly unavailable, the **Participating Law Enforcement Agency** shall provide a suitable replacement officer as soon as feasible.

8. The **Participating Law Enforcement Agency** may, but is not required to, consult with the **Districts** prior to making any staffing changes in connection with this **Agreement** but the recruiting, hiring and retention of Hidalgo County personnel shall remain the sole prerogative of the **Participating Law Enforcement Agency**. However, should the **Districts** believe that the peace officer is not fulfilling their job duties or meeting the **Districts'** expected performance standards under this **Agreement**, the **Districts** shall notify the **Participating Law Enforcement Agency** with specific information regarding such nonperformance. The **Participating Law Enforcement Agency** shall correct the unsatisfactory performance or provide a suitable replacement officer by the next scheduled service day or as soon as feasible after receipt of notification by the **Districts**.

II. Districts' Obligations

9. **Payment.** The total amount of this **Agreement** shall not exceed \$50,000.00 per year for the **Services** performed under this **Agreement**, divided amongst the three (3)

Districts at thirty-three and a third percent (33.3%). See the attached Salary Worksheet incorporated as **Exhibit "A"** for specific portions attributed to each **Districts** and the County of Hidalgo, Texas. The **Districts** shall not be responsible for purchasing or supplying any equipment to **Participating Law Enforcement Agency** related to the **Services** provided under this **Agreement**.

10. **Billing.** The **Districts** agree to pay the **Participating Law Enforcement Agency** on a monthly basis after receipt of an invoice. Invoices shall be submitted by the **County of Hidalgo, Texas** to the **Districts** for each month of service with payment made ten (10) days following receipt of invoice in the Fiscal Department. Payment will be made only based on an approved statement of services rendered by **Participating Law Enforcement Agency**.

III. Miscellaneous

11. **Term.** This **Agreement** shall be effective on October 18, 2022, and will expire on October 17, 2023, unless otherwise terminated.

12. **Termination of Agreement.** This **Agreement** shall remain in effect until terminated by any party with a thirty (30) day written notice before any cancellation. The written notice shall be mailed to the addresses designated under **Notice**. Following written notification of intent to terminate and until the agreed-upon date of termination, **Participating Law Enforcement Agency** will continue to provide the **Services** under this **Agreement**; and the **Districts** shall continue to pay for the **Services** in the manner specified in this **Agreement**. However, the **Districts** and the **Participating Law Enforcement Agency** may mutually agree to termination of this Agreement at any time.

13. **Amendments.** This **Agreement** may only be amended by written agreement between **Participating Law Enforcement Agency** and the **Districts**.

14. **Contractor Relations.** All **Participating Law Enforcement Agency** questions, issues, and comments regarding the management of this **Agreement** shall be directed to:

Hidalgo County Constable Precinct No. 3
Attn: Constable Larry Gallardo
730 N. Breyfogle #B
Mission, TX 78572
956-581-6800

Hidalgo County Irrigation District No. 6
Attn: Dr. Antonio Uresti, General Manager
P.O. Box 786
Mission, TX 78572
956-585-8389

Hidalgo County United Irrigation District
Attn: Juan Martinez, General Manager
P.O. Box 877
Mission, TX 78573
956-585-4818

Hidalgo County Irrigation District No. 16
Attn: Michael Warshak, General Manager
P.O. Box 1044
Mission, Texas 78573
956-585-1960

15. **Notice.** Except as expressly provided herein, any notice required or permitted to be given under this **Agreement** must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

Richard Cortez
Hidalgo County Judge
Hidalgo County Courthouse Annex
100 E. Cano, 1st floor
Edinburg, Texas 78539

Hidalgo County Irrigation District No. 6
P.O. Box 786
Mission, Texas 78572
Attn: Dr. Antonio Uresti, General Manager

Hidalgo County United Irrigation District
Attn: Juan Martinez, General Manager
P.O. Box 877
Mission, TX 78573
956-585-4818

Hidalgo County Irrigation District No. 16
Attn: Michael Warshak, General Manager
P.O. Box 1044
Mission, Texas 78573
956-585-1960

Copy to:

Hidalgo County Constable Precinct No.3
Attention: Constable Lazaro "Larry" Gallardo
730 N. Breyfogle #B
Mission, Texas 78572

16. **Governing Law.** This **Agreement** is being executed, delivered, and shall be performed in the County of Hidalgo, Texas; the laws of Texas shall govern its validity, construction, enforcement, and interpretation. Proper venue for any litigation arising from this contract shall be in Hidalgo County, Texas. The **Districts** hereby consent to personal jurisdiction in Hidalgo County, Texas. The **Parties** shall conform to their own applicable purchasing laws, regulations, policies, and procedures with respect to their respective portions of obligations under this **Agreement**, as performed by each party.

17. **Conflict of Applicable Law.** Nothing in this **Agreement** shall be construed to require the commission of any act contrary to law. If there is any conflict between any provision of this **Agreement** and any present or future law, ordinance, administrative, executive, or judicial regulation, order or decree, or amendment thereof, the latter shall prevail. The affected provision(s) 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.

18. **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.

19. **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**.

20. **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**.

21. **Assignment.** This **Agreement** shall not be assignable.

22. **Headings.** The headings and captions contained in this **Agreement** are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

23. **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.

24. **Authority to Execute.** The execution and performance of this **Agreement** by the **Parties** has been duly authorized by all necessary laws, resolutions or corporate action, and this **Agreement** constitutes the valid and enforceable obligations of the **Participating Law Enforcement Agency and Districts** in accordance with its terms.

25. **Governmental Purpose.** Each party hereto is entering into this **Agreement** for the purpose of providing for governmental services and/or functions and will pay for such services out of current revenues available to the paying party as herein provided.

26. **Immunities.** This **Agreement** is not intended to extend the liability of the **Parties** beyond that provided by law. The **Parties** do not waive, nor shall the **Parties** be deemed to have hereby waived, any immunity or defense that would otherwise be available to them against claims arising from third parties.

27. **INDEMNIFICATION:** WITHOUT WAIVING ITS SOVEREIGN IMMUNITY, AND IF AND TO THE EXTENT ALLOWED BY LAW, EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS EACH OTHER, ITS OFFICERS, OFFICIALS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS AND LIABILITIES OF ANY NATURE OR KIND, INCLUDING COSTS AND EXPENSES FOR OR ON ACCOUNT OF ANY CLAIMS, DAMAGES, LOSSES, OR EXPENSES OF ANY CHARACTER WHATSOEVER RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENT PERFORMANCE OR OMISSION OF EITHER PARTY'S EMPLOYEES OR REPRESENTATIVES CONNECTED WITH THE ACTIVITIES DESCRIBED HEREIN.

28. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this **Agreement**, then any party may terminate this **Agreement** upon ninety (90) days written notice to the other party. Each of the **Parties** hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this **Agreement**. The **Parties** intend this provision to be a continuing right to terminate this **Agreement** at the expiration of each budget period of each party hereto.

29. **Nondiscrimination.** The **Parties** agree that the **Services** shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, disability, or any other protected class.

[Signature Page to Follow]

This Agreement shall become effective upon the execution by all Parties as noted below.

APPROVED BY COMMISSIONERS' COURT ON October 18, 2022.

Agenda Item No. 87639

Executive Office: _____

County of Hidalgo, Texas

Hidalgo County Constable Precinct No. 3

Richard Cortez, Hidalgo County Judge
Date: _____

Constable Lazaro "Larry" Gallardo
Date: _____

United Irrigation District

Hidalgo County Irrigation District No. 6

Jesus Garcia
President
Date: _____

Diana Izaguirre
President
Date: _____

Hidalgo County Irrigation District No. 16

Xavier Ornelas
President
Date: _____

APPROVED AS TO FORM:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:

Arturo Guajardo, Jr., County Clerk

Amanda D. Austin,
Assistant District Attorney

ATTACHMENTS:
• **Exhibit "A"– Salary Worksheet**

SUPPLEMENTAL SIGNATURES:
(If *Applicable*)

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1285-421-10-293-020-2-XXX-CONST PCT3 IRRIG DIST

FY 2022 TERM, 10-18-2022 to 10-17-2023

	Irrig. District #6 33.34%	United Irrig. District 33.33%	Irrig. District #16 33.33%	Total
Deputy Constable Slot No. TBD Emp #171379				
	LED Date: 12-22-2008/ Transfer Date: 10-15-2018			
Budgeted Salary	15,690.48	15,685.76	15,685.76	47,062.00
Rank/Step Increase (rank 8, step 1)	1,418.62	1,418.19	1,418.19	4,255.00
COLA Increase (2.0%)	342.07	341.97	341.96	1,026.00
TOTAL BUDGETED SALARY:	\$ 17,451.17	\$ 17,445.92	\$ 17,445.91	\$ 52,343.00
Budgeted Longevity (includes annual increase-2023)	280.06	279.97	279.97	840.00
Budgeted Supplemental Pay	600.12	599.94	599.94	1,800.00
TOTAL BUDGETED ALLOWANCES:	\$ 880.18	\$ 879.91	\$ 879.91	\$ 2,640.00
TOTAL BUDGETED COMPENSATION:	\$ 18,331.35	\$ 18,325.83	\$ 18,325.82	\$ 54,983.00
Health Insurance	2,664.20	2,663.40	2,663.40	7,991.00
Life Insurance	16.28	16.29	16.29	48.86
FICA	1,402.34	1,401.93	1,401.93	4,206.20
Retirement	2,388.58	2,387.85	2,387.85	7,164.28
Unemployment	109.98	109.96	109.96	329.90
Workers Compensation	0.00	0.00	0.00	0.00
TOTAL BUDGETED FRINGE BENEFITS:	\$ 6,581.38	\$ 6,579.43	\$ 6,579.43	\$ 19,740.24
TOTAL BUDGETED COMPENSATION & FRINGE BENEFITS:	\$ 24,912.73	\$ 24,905.26	\$ 24,905.25	\$ 74,723.24
*Based on Budgeted Amount	16,670.00	16,665.00	16,665.00	50,000.00
	8,242.72	8,240.26	8,240.26	24,723.24
Total Cost	24,912.72	24,905.26	24,905.26	74,723.24

SUMMARY OF FUNDS DISTRIBUTION		
Contribution by Entities	50,000.00	% Distrib.
Irrig. Dist. #6	16,670.00	33.34%
United Irrig. Dist.	16,665.00	33.33%
Irrig. Dist #16	16,665.00	33.33%
Hidalgo Co. Portion	24,723.24	33.09%
Total Cost of Position	\$ 74,723.24	133.09%



Leidy Roque <leidy.roque@co.hidalgo.tx.us>

Interlocal Agreement

Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>
To: Leidy Roque <leidy.roque@co.hidalgo.tx.us>
Cc: Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>

Mon, Oct 3, 2022 at 4:31 PM

Ms. Leidy Roque:

Our office has reviewed the ICA provided and approves as to the form.

Respectfully,

Amanda D. Austin
Assistant District Attorney
Pronouns: she, her, hers
Office of the Criminal District Attorney, Civil Litigation Division
Hidalgo County, Texas
100 E. Cano
Edinburg, Texas 78539
(o) 956.292.7609
amanda.austin@da.co.hidalgo.tx.us

THE INFORMATION CONTAINED IN THIS EMAIL MAY BE SUBJECT TO 1. ATTORNEY CLIENT PRIVILEGE, 2. ATTORNEY WORK PRODUCT, AND/OR 3. CONFIDENTIAL. IT IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY DESIGNATED ABOVE. ANY DISSEMINATION, COPYING, OR USE OF OR RELIANCE UPON THE INFORMATION CONTAINED IN THIS EMAIL BY OR TO ANYONE OTHER THAN THE RECIPIENT DESIGNATED ABOVE BY THE SENDER IS UNAUTHORIZED AND STRICTLY PROHIBITED.
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[Quoted text hidden]

**United Irrigation District
Board of Directors Meeting Minutes of
August 25, 2022**

Chairperson Garcia called the Board meeting to order at 12:00 p.m.

Board Members present

Jesus Garcia	President
Susan Y. Kawamoto	Secretary
Javier Ledesma	Member

Also, present:

Juan A. Martinez	General Manager
Lucia Balderas	Recorder
Glenn Jarvis	Attorney (Zoom)
Frank Ferris	Engineer

Absent:

Bruce Sutton	Member
Mike Helle	Vice-President

Visitors:

None

Minutes

A Motion was made, seconded, and carried to approve the Minutes for the meeting held on August 11, 2022, as presented.

Financial

A Motion was made, seconded, and carried to approve the financials as presented.

General Manager Report

The General Manager reported to the Board that irrigation had slowed down, District will be running water this weekend. He reported that Mr. Ferris and himself had met with Sharyland Water Supply Corporation Representatives regarding the widening of 5 Mile Line. The District will have to coordinate with them to continue irrigation due to bypass, also, looking into

installing a better meter and share the cost. Mr. Martinez reported that a demonstration will be held at Delta Lake on the Mantis Boom Mower and he presented a quote. The Board would like to know the price of a Stub Grinder for the Mantis.

Drought Measures: Consideration & possible action regarding current Drought Measures

Mr. Frank Ferris reported that the US combined share of normal conservation storage capacity in Amistad and Falcon reservoir is currently 20.00%, and he also reported on the current allocations held by the District and its delivery commitments to irrigators and others receiving water delivery from the District. Mr. Ferris reported that the Water Master had issued a negative allocation at the rate of 13.25% based on the Usable Balance. There should be reservoir inflows of about 200,000 acre feet by the end of the month, at least half of which should be for the U.S. so negative allocation will be repaid in mid-September. A regular allocation will occur as well.

Engineering Report

Mr. Ferris reported to the Board that startup of the Gas Driven Pump at the River the startup failed on Friday. Oil reservoir fill valve was left open and flooded the engine with oil, will reschedule test on the engine, gear box and pump before it is placed back into regular service.

WaterSMART

Mr. Ferris reported to the Board that he would be sending a scheduling/coordination memorandum to Sharyland Water Supply corporation for project shutdowns.

TWDB Grant Pump Station E458

Mr. Ferris is continuing work on environmental requirements with TWDB for Pump Station E458.

TxDOT

Mr. Ferris reported that on Shary Road Mile 5 to 7, he is working on completing the plans for the SUA. On Shary Road Mile 3 to 5, he is completing the Construction Plans for reimbursement. On Mile 5 Inspiration to Conway, the plans are completed, and on Agenda for approval today, the Right of Way is needed. Mile 5 Conway to Ware easement documents ready for signature. Total land income for two projects is \$435,200.

Executive Session – Consultation with Attorney

No executive session was held.

Conducting hearing commencing at 1:30 pm on the possible exclusion of urban properties from the boundaries of the District in accordance with the Notice of Hearing and Resolution of the Board of Directors approved at its meeting on July 14, 2022, under the terms of Section 58.702 of the Texas Water Code and Article 7880-76c of the State Statutes

Hearing was adjourned at 1:44 p.m. until the next meeting.

Consideration of and possible action to sell irrigation water

Mr. Ferris provided an analysis of water account balances and annual usage. 37,000 acre feet is the balance at end of August. A Motion was made, seconded, and carried to sell 2,500 acre feet of irrigation water at \$40.00 per acre foot.

Consideration of and possible action to declare surplus 0.960 an acre out of Lot 49-5, West Addition to Sharyland Subdivision – Jesus Garcia

Mr. Jesus Garcia abstained from this item. A Motion was made, seconded, and carried to table this item.

Consideration of and possible approval of Budget for FY 22/23

A Motion was made, seconded, and carried to table this item.

Consideration of and possible action on renewal of Interlocal Agreement between Hidalgo County, Irrigation District No. 6, United Irrigation District, and Hidalgo County Irrigation District No. 16 (October 1, 2022 – September 30, 2023).

A Motion was made, seconded, and carried to approve the renewal of the Interlocal Agreement between Hidalgo County, Irrigation District No. 6, United Irrigation District, and Hidalgo County Irrigation District No. 16 for October 1, 2022 thru September 30, 2023.

Consideration of and possible action to declare surplus 0.11 of an acre of Canal Right of Way out of Lot 42-6, West Addition to Sharyland Subdivision – City of Alton

No Action taken.

Consideration of and possible action to approve release of easement of 4.50 acres out of Lot 334, John H. Shary Subdivision – Mirasoles Produce USA LLC

A Motion was made, seconded, and carried to approve the release of easement for \$10,264.01 of 4.50 acres out of Lot 334, John H. Shary Subdivision.

Consideration of and possible action to approve release of easement of 0.25 of an acre out of Lot 71 & 0.25 of an acre out of Lot 72 Sunset Valley Apartments PH II Subdivision – Haro Construction, LLC

A Motion was made, seconded, and carried to approve the release of easement for each lot for \$1,034.33 of 0.25 of an acre out of Lot 71 & 0.25 of an acre out of Lot 72 Sunset Valley Apartments PH II.

Consideration of and possible action to approve the construction plans for Relocation of Irrigation Facilities along FM 676 from Inspiration to SH 107 and authorize Engineer to advertise for bids

A Motion was made, seconded, and carried to approve the construction plans for Relocation of Irrigation facilities along FM 676 from Inspiration to SH 107 and authorize Engineer to advertise for bids.

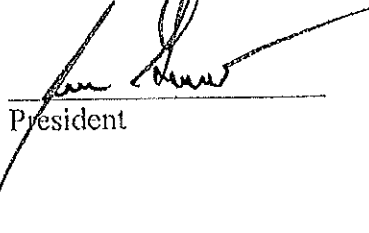
Plats:

Seven Beans Subdivision No. 1

Seven Beans Subdivision No. 1 being 1.00 gross acres and 0.90 net acres out of Lot 205, John H. Shary Subdivision. A Motion was made, seconded, and carried to approve the plat as presented.

Adjournment

Due to no further business for discussion, the meeting was duly adjourned.



President



Secretary



Leidy Roque <leidy.roque@co.hidalgo.tx.us>

Contract

juan@united-irrigation.com <juan@united-irrigation.com>
To: Leidy Roque <leidy.roque@co.hidalgo.tx.us>

Wed, Oct 5, 2022 at 9:46 AM

Morning,

United Irrigation District and Hidalgo County Irrigation District No. 16 is aware of the term change from October 18,2022 - October 17,2023.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Redacted signature area]

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Leidy Nallely Roque

Executive Assistant

Hidalgo County Constable Pct. 3

Phone: 956-205-7031 EXT.3305

FAX: 956-519-4245

leidy.roque@co.hidalgo.tx.us

[Redacted signature area]



Leidy Roque <leidy.roque@co.hidalgo.tx.us>

Certification of Revenues - Irrigation Dist. ICA

1 message

Leidy Roque <leidy.roque@co.hidalgo.tx.us>
To: Moises Beltran <moises.beltran@auditor.co.hidalgo.tx.us>

Mon, Oct 3, 2022 at 3:27 PM

Good Afternoon,

I am respectfully requesting a Certification of Revenues for AI: 87639 (10/18/22) in the amount of \$50,000.00 between Irrigation Dist. No.6,16, & United with Constable Precinct 3 approval to renew agreement.


Please see attached email with intent to renew.

Thank you in advance,

--

Leidy Nallely Roque
Executive Assistant
Hidalgo County Constable Pct. 3
Phone: 956-205-7031 EXT.3305
FAX: 956-519-4245
leidy.roque@co.hidalgo.tx.us



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