

AI-1626

7.D.

**Old Delta Jail Electrical Up-Grade
CC REGULAR**

Date: 12/19/2006
Submitted By: JC Cantu, GEN. GOVT. BLDGS.
Submitted For: JC Cantu
Department: GEN. GOVT. BLDGS.
Agenda Area: Buildings and Grounds

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of Change Order #. 1 (including Scope of Work as attached hereto) with JAMAIL (P.O. #570991 increase) in the amount \$9, 975.00 due to (unforeseen) broken conduits or nicked up wires buried underground that were discovered during the troubleshooting phase of the project. An alternate route to provide power to the mechanical room is needed to assure the proper power is given to the equipment of that particular area such as (elevators, lights, receptacles).

BACKGROUND

PO# 570991

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1334-419-40-220-011-0-452
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds available pending Intradepartmental transfer # AI-1670.

Attachments

Link: [invoice](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 04:19 PM	APRV
2	Dale Kennan	Dale Kennan	12/15/2006 09:35 AM	APRV
3	Purchasing Department	Marty Salazar	12/15/2006 01:33 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:34 PM	APRV
5	Arcy Duran			PEND
6	Agenda Coordinator			

Form Started By: JC Cantu

Started On: 12/13/2006 03:24 PM

Final Approval Date:

JAMAIL CONSTRUCTION

FACSIMILE TRANSMITTAL SHEET

TO: DANNY FLORES FROM: MANNY ORNELAS
COMPANY: HIDALGO COUNTY B+G DATE: 12-5-06
FAX NUMBER: (956) 318-2648 TOTAL NO. OF PAGES INCLUDING COVER: 26
PHONE NUMBER: OFFICE NUMBER: 956-425-4160
RE: DELTA BLDG FAX NUMBER: 956-425-4435

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

DANNY - I WILL DROP OFF ORIGINAL
TOMORROW AT YOUR OFFICE.

THANK YOU,
MANNY ORNELAS

Grande Valley
W. Van Buren
Edinburg, TX 78540
(254) 416-0100
(254) 443-5100

JAMAIL

December 4, 2006

Mr. Danny Flores
Director of Building and Grounds
3100 South Business 281
Edinburg, TX 78539

Mr. Juan Tapia
Purchasing Agent
100 East Cano
4th Floor Administration Building
Edinburg, TX 78539

Reference: "Upgrade Electrical Service (Delta Building)"

Dear Mr. Flores; Mr. Tapia:

Per your request, I have looked into the above proposal and evaluated options to complete the work that Hidalgo County wishes to institute at the Delta Building. Based on my review of the letter proposal dated July 19th, 2006 and the subsequent Purchase Order dated Aug 2nd, 2006, Jamail Construction did not have the necessary information, nor did Jamail Construction price the necessary electrical work to energize the entire Delta Building.

Per our scope of work dated July 19th, 2006; we have completed the following:

- 1) Build new stand alone 600 AMP at South West Main Electrical Room.
- 2) Demo and replace existing MDP and replace 200 AMP electrical panel at Main Electrical
- 3) Remove and replace one 30 KVA floor transformer at Main Electrical Room
- 4) Replace two 15 KVA wall mounted transformers at two other electrical rooms.

Work not completed to date:

- 1) Test for proper voltages at all AC equipments and elevators and report to the County
- 2) Check all light fixtures, receptacles and electrical devices within the building and report to the County
- 3) Clean up of electrical/mechanical rooms of unsafe electrical installations at three locations.

Based on the information that Jamail was supplied at the time of the scope of work and subsequent proposal to date is that South West Electrical/Mechanical Room electrically fed the other North West, North East and South East Electrical Rooms. It is also my understanding is that neither Jamail or its Electrical Sub Contractors had access to the North West and or North East Electrical/Mechanical Rooms. Jamail did have access to both the South West and South East Electrical Rooms and should have included cost associated with energizing both of these locations, based on physical examination. Jamail will proceed with providing power to the South East Electrical/Mechanical Room.

● Page 2

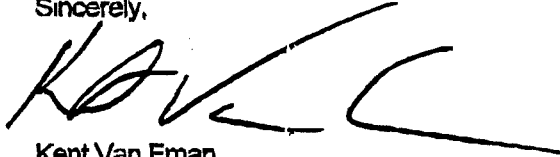
December 4, 2006

Jamail has also prepared an electrical estimate to run power to the other two Mechanical/Electrical Rooms and upon the County's approval of the additional work; Jamail will complete the above unfinished items upon energizing the other three mechanical rooms.

Hidalgo County is by far the best Jamail Customer in the Rio Grande Valley. I hope you recognize that we are picking up a portion of the costs associated with completing this job. You also have our commitment that we will have all this work completed in two weeks once you have authorized us to proceed.

Please call me if you have any questions regarding this letter or our attached scope/estimate to complete.

Sincerely,



Kent Van Eman
Regional Operations Manager

Cc: Javier
Manuel Omelas

Grande Valley
W. Van Buren
Hougen, TX 78550
425.4180 ph
425.4435 fx

JAMAIL

December 5, 2006

Mr. Danny Flores
Director of Building and Grounds
3100 South Business 281
Edinburg, TX 78539

Mr. Juan Tapia
Purchasing Agent
100 East Cano
4th Floor Administration Building
Edinburg, TX 78539

Reference: "Change Order Proposal Delta Building Upgrade"

Dear Mr. Flores; Mr. Tapia:

Jamail Construction is pleased to submit Change Order #1 to provide electrical power to North West, South East and South West Electrical/Mechanical Rooms as per the outline scope of work below. Jamail Construction proposes to complete this work in a two week time period once authorized by Hidalgo County to proceed. Please note that this Change Order #1 is in accordance to the Buy Board Articles, Standards and Regulations by and between Hidalgo County and Jamail Construction

- 1) Scope of Work: Run power from existing 600 AMP Main to the South East Electrical/Mechanical Room; provide 1 1/4" conduit, with #10 wires, j-box, LB fittings, straps, anchors and connectors to existing conduit and tie into existing wires, wall penetrations and fire caulking. \$2,718.70
- 2) Run power from existing 600 AMP Main disconnect to North West. Electrical/Mechanical Room provide aerial cabling #2-4 conductors, 200 amp disconnect switch, 150 amp feed thru lugs, 1 1/2" conduit and #10 wires on exterior wall. 1 1/2" weather head service entrance. Cable supports for rooftop. \$6,850.00
- 3) Run power from new 200 AMP Main disconnect to North West. Electrical/Mechanical Room to the North East Electrical/Mechanical Room: provide 1' conduit with #6 wires, grounding rod and wire, conduit supports and wall penetrations and tie into existing power supply. \$3,125.00

Scope # 1 no charge

Scope # 2 6850.00

Scope #3 3,125.00

Total \$9,975.00

All work will be performed according to National Electric Code and local building codes

● Page 2

December 5, 2006

Sincerely,

A handwritten signature in black ink, appearing to read 'Kent Van Eman', with a stylized flourish at the end.

Kent Van Eman
Regional Operations Manager

Cc: Javier Carreon / Foreman / B&G
Manuel Ornelas / Project Manager / Jamail Construction

I. HIDALGO COUNTY COLONIA ACCESS PROGRAM PRECINCT NO. 4-

1. Requesting authority to advertise for: "Road & Drainage Construction of Colonia Big 5 Road and Colonia Big 5 Subdivision(s)" a (B.C.A.P. Project) – (project engineer: R. Gutierrez Engineering)

J. HIDALGO COUNTY BUILDINGS AND GROUNDS –

1. Presentation for consideration, discussion acceptance and approval of proposal from Jamail Construction (awarded area job contractor (AJOC) through the County's participation/membership with TASB) for the provision of labor and materials (6-255 as attached hereto) not to exceed \$29,551.55 with authority to issue purchase order for: "Upgrade Service Turnkey Septic Tank System" for the facility located at 2401 N. Moorefield Rd. (housing the Hidalgo Count Department of Human Services) for the purposes of complying with Health Department regulations
2. Presentation for consideration, discussion, acceptance and approval of proposal from Jamail Construction (awarded area job contractor (AJOC) through the County's participation/membership with TASB) for the provision of labor and materials (6-202 as attached hereto) not to exceed \$37,209.25 with authority to issue purchase order for the Upgrade of Electrical Service to the Delta Building (onsite at the former Hidalgo County Jail)
 - a) Build new stand alone electrical service including, but not limited to:
 - i) Install 600 AMP Service
 - ii) Demolish and remove existing Main Distribution Panel and complete replace with a new at electrical room
 - iii) Remove and replace one 200A electrical panel at main electrical room
 - iv) Remove and replace one (1) 30KVA floor transformer at main electrical room
 - v) Replace two (2) 15KVA wall mount transformers at two (2) electrical rooms
3. Recommending (6-236) award of bid and approval of contract (subject to legal review) and presented to the lowest bidder meeting all specifications attached hereto for: "Repair (Re-Gasket) of Windows at the Administration Building" as tabulated, reviewed and recommended by project architect, George A. Garcia, AGADC.

K. HIDALGO COUNTY SHERIFF DEPARTMENT –

1. Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in current contract) with O.E. Investments, Inc. for the "Lease of the Tower Space".

L. HIDALGO COUNTY TAX OFFICE –

1. Recommending of bid (6-243) award and approval of contract (subject to legal review) to the lowest bidder meeting all requirements and specifications as attached hereto for: "Printing Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of Tax Statements for the year 2006 to the Edinburg Post Office" RFB

M. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS –

1. Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

**COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM**

Bid No. RFP- 06-202-jmt

Date: July 19, 2006

Meeting Date Request: July 25, 2006

Deadline for Action: A.S.A.P.

Contact Person: Juan Tapia

Hidalgo County Purchasing for:

Department: Hidalgo County Building & Grounds

Phone: (956) 318-2626 Fax: (956) 318-2629

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent: Martha L. Salazar

Caption: RFP No. 06-202-jmt

17-5-2

Presentation for consideration, discussion, acceptance and approval of proposal from Jamail Construction (awarded area job order contractor (AJOC) through the County's participation/membership with TASB) for the provision of labor and materials (6-202 as attached hereto) not to exceed \$ 37,209.25 with authority to issue purchase order for:
Upgrade Electrical Service to the Delta Building

I- Build new stand alone electrical service including, but not limited to:

a)- Install 600 AMP Service

b)- Demo and remove existing MDP and complete replace with a new at electrical room.

c)- Remove and replace one 200A electrical panel at main electrical room

d)- Remove and replace one (1) 30KVA floor transformer at main electrical room

e)- Replace two (2) 15KVA wall mounted transformers at two (2) electrical rooms

Background:

Budgetary Impact:

If Approved:

Proposed: Contract approved as to form and substance by legal counsel.

Please initial for approval: Funds available: Acct # 6-1334-419-40-220-011-0-452 as per J. C. Cantu

Legal Counsel: _____ **Budget:** _____ **Human Resources:** _____ **Auditor:** _____

Dept./Fund No. _____ **Amt. Expended: \$** _____ **Funds/Staffing Budgeted: Yes:** _____ **No:** _____

Account Code: _____ **Impact on Future Budget: Yes:** _____ **No:** _____

Purchasing Dept. Staff submitting ARF: Juan M Tapia **Ext.#** 2679

Comments:

Action taken by Commissioner's Court:

Approved ☒ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

**COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM**

Bid No. RFP-06-202-jmt

Date: July 19, 2006

Meeting Date Request: July 25, 2006

Deadline for Action: A.S.A.P.

Contact Person: Juan Tapia

Hidalgo County Purchasing for:

Department: Hidalgo County Building & Grounds

Phone: (956) 318-2626 Fax: (956) 318-2629

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent:

Martha L. Salazar

Caption: RFP No. 06-202-jmt

Presentation for consideration, discussion, acceptance and approval of proposal from Jamail Construction (awarded area job order contractor (AJOC) through the County's participation/membership with TASB) for the provision of labor and materials (6-202 as attached hereto) not to exceed \$ 37,209.25 with authority to issue purchase order for: Upgrade Electrical Service to the Delta Building

I- Build new stand alone electrical service including, but not limited to:

a)- Install 600 AMP Service

Background:

b)- Demo and remove existing MDP and complete replace with a new at electrical room.

c)- Remove and replace one 200A electrical panel at main electrical room

Budgetary Impact:

d)- Remove and replace one (1) 30KVA floor transformer at main electrical room

e)- Replace two (2) 15KVA wall mounted transformers at two (2) electrical rooms

If Approved:

Avail. BAL. as of 7/20/06
\$27,222.81

Proposed: Contract approved as to form and substance by legal counsel.

Please initial for approval: Funds available: Acct # 6-1334-419-40-220-011-0-452 as per J. C. Cantu

Legal Counsel: _____ Budget: ** Pending Transfer* Human Resources: _____ Auditor: _____

Dept/Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____

Account Code: _____ Impact on Future Budget: Yes: _____ No: _____

Purchasing Dept. Staff submitting ARF: Juan M Tapia Ext.# 2673

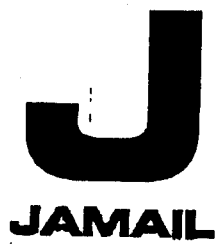
4865

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

21 8 WD 02 70P 9002
JUL 20 3 12
BUDGET OFFICE
HIDALGO COUNTY



July 19, 2006

Mr. Danny Flores
Director of Hidalgo County B&G.
3100 South Business 281
Edinburg, TX 78539

CORPORATE
16875 Diana Lane
Houston, TX 77058
281.481.7075 ph
281.481.7280 fax

HOUSTON
228 McCary
Bldg. #1724
Houston, TX 77029
713.842.1585 ph
713.874.0814 fax

GALVESTON
8710 Stewart Road
Suite 101
Galveston, TX 77551
409.741.8385 ph
409.741.9435 fax

AUSTIN
8858 Research Blvd.
Suite 102
Austin, TX 78758
512.288.1200 ph
512.971.7949 fax

DALLAS/FORT WORTH
1430 Regal Row
Suite 320
Dallas, Texas 75247-3800
214.879.1990 ph
214.879.1998 fax

KILLEEN
501 W. Elm Road
Suite 11
Killeen, TX 76542
254.528.7538 ph
254.528.0729 fax

RIO GRANDE VALLEY
502 E. Expressway 83
Suite C
Weslaco, TX 78596
958.447.8282 ph
958.447.8208 fax

SAN ANTONIO
121 Inlarpark
Suite 701
San Antonio, TX 78216
210.815.1302 ph
210.815.1304 fax

Reference: Proposal for "Upgrade Electrical Service to the Delta Building". RFP #06-202-jmt
Electrical Service.

Dear Mr. Flores,

The following offer reflects work to be considered under the 'Buybaord' method of procuring construction services. All work shall be performed as per the scope of work provided by the County and site visits conducted on July 7 & 10, 2006.

All work shall be consistent with local industry standards and all Code requirements. The work shall bear the standard guarantees effective the date of substantial completion.

Scope of Work:

Build new stand alone service head entrance "rack" away from the building proper. New service shall be 600 AMP service.

Demo and remove existing MDP and replace with new at main electrical room. Installation complete.

Remove and replace one 200A electrical panel at main electrical room.

Remove and replace one (1) 30KVA floor transformer at main electrical room.

Replace two (2) 15KVA wall mounted transformers at two (2) electrical rooms.

Check for proper voltage (test) to elevator equipment and A/C disconnects. Prepare report to County. Check all light fixtures, receptacles and electrical devices within the building and prepare a report to the County on working and non-working devices.

Clean up of the electrical/mechanical rooms of unsafe electrical installations at three (3) locations.

All general clean up and discarding of debris and defunct equipment.

All permits and fees pertaining to this scope of work.

Exclusions:

Any and all requirements not specifically identified in the scope of work.

Any and all professional services, site investigations, surveys, reproduction costs, liquidated damages.

Other warranties or guarantees written or implied other than the standard labor and material men warranty issued by JAMAIL CONSTRUCTION.

The overhead primary electrical service to the building which will be performed by AEP funded by the County.

The following cost breakdown is provided:

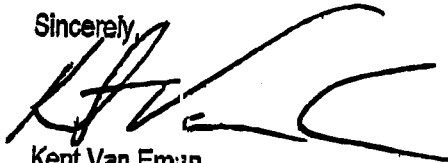
Estimated Cost.....	\$65,886.00
Less Contractor's Coefficient (24.8%).....	<\$16,339.73>
Less City Cost Code Index (24.9%).....	<\$12,337.02>

TOTAL ESTIMATED COST.....\$37,209.25

If you have any questions pertaining to this proposal please do not hesitate to call me at (956) 447-8282 or (956) 650-0644.

Thank you for considering JAMAIL CONSTRUCTION and the BUYBOARD.

Sincerely,



Kent Van Eman
Regional Project Manager
JAMAIL CONSTRUCTION



Purchase Order

COUNTY OF HIDALGO

PO#: 570991

DATE: 08/02/06

Page No 1 Of 1
Needed 07-31-06

VENDOR: 315567
FAX (956) 447-8208
Phone (956) 447-8282
JAMAIL CONSTRUCTION
16875 DIANA LN
HOUSTON TX 77058

REQ:00093911

Email

BUYER:
SHIP TO: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

CONTACT:
SITE: GENERAL GOVERNMENT BUILDINGS

Special Instructions: REQ 783

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER AWARDED CONTRACTOR THROUGH TASB Upgrade Electrical Service to Delta Building-Approved C.Court 7-25-06 APPROVED COMM.COURT 07-25-06 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 Total ***** For Hidalgo County use only 6-1334-419-40-220-011-0-452 37,209.25	37,209.25	37,209.25

COPY

Authorized by:

Martha L. Salazar/mm

AI-1644

7.E.

Descon (Adult Prob.) & Joe Williamson (Old K-mart)
CC REGULAR

Date: 12/19/2006
Submitted By: JC Cantu, GEN. GOVT. BLDGS.
Submitted For: JC Cantu
Department: GEN. GOVT. BLDGS.
Agenda Area: Buildings and Grounds

Agenda Item

CAPTION

Requests for acceptance & approval of invoice for Descon Construction for account number 6-1301-423-20-320-017-0-720 on P.O. 558845 in the amount of \$152,961.00 and for Joe Williamson Construction for account number 6-1301-415-00-120-007-0-720 on P.O. 562445 for the amt. of \$238,882.25 and as certified for payment by projects architect, Luis A. Figueroa, AIA, with ROFA Architects with authority for auditor to issue payment(s) after review, audit and processing procedures are completed.

BACKGROUND

Requesting approval for payment to both vendors

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1301-423-20-320-017-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
PO 558845 has available \$385201.00 as of 12/15/06.

FISCAL YEAR: **ACCT. #:** 6-1301-415-00-120-007-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
PO Increase needed on PO 562445 in the amount of 201220.21. PO 562445 has available 37662.04 as of 12/15/06.

Attachments

Link: [invoice](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 05:49 PM	APRV
2	Dale Kennan	Dale Kennan	12/15/2006 10:32 AM	APRV
3	Purchasing Department	Marty Salazar	12/15/2006 01:53 PM	APRV
4	Auditor's Office	Becky Morales	12/15/2006 02:21 PM	APRV
5	Joy Hsu	Joy Hsu	12/15/2006 03:52 PM	APRV
6	Becky Morales			PEND
7	Linda Fong			
8	Agenda Coordinator			

Form Started By: JC Cantu **Started On:** 12/13/2006 04:26 PM
Final Approval Date:



DANIEL FLORES
Director

BUILDING & GROUNDS

County Of Hidalgo

FAX TRANSMISSION COVER SHEET

TO: Marty

FROM: JC

DATE/TIME: 12-15-06

TOTAL PAGES: 5
(Including Cover Sheet)

COMMENTS: ...

*Should you have any problems with the transmission of this fax, please contact our office at (956) 318-2646.



the
ogden
figueroa
allex

December 8, 2006

Mr. Daniel Flores
HIDLAGO COUNTY
Buildings and Grounds
3100 South Bus. 281
Edinburg, Texas 78539

**RE: Hidalgo County Offices of
Old Kmart Building
County of Hidalgo
Edinburg, Texas**

Dear Mr. Flores;

Attached is Application for Payment No. 5 regarding subject project. We recommend payment of **\$238,882.25**.

Please pay directly to:

**JOE WILLIAMSON CONSTRUCTION CO. INC.
P.O. BOX 4352
MCALLEN, TEXAS 78502-4352**

Sincerely,

RIKE-OGDEN-FIGUEROA-ALLEX ARCHITECTS INC.

A handwritten signature in cursive script, reading "Luis A. Figueroa".

Luis A. Figueroa, AIA
Principal

LF/dt

Attachment



AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:

County Of Hidalgo
100 E. Cano, 4th Floor
Edinburg, Texas 78539

PROJECT:

Hidalgo County Offices
2802 S. Closter Blvd.
Edinburg, Texas 78539
PO # 571714

FROM

Joe Williamson Construction Company
CONTRACTOR: PO Box 4352
McAllen, Texas 78502

WA

R.O.F.A. Architects, Inc.
ARCHITECT: 1007 Walnut Avenue
McAllen, Texas 78501

APPLICATION NO: 005

PERIOD TO: November 27, 2006

CONTRACT FOR: General Construction
CONTRACT DATE: June 14, 2006
PROJECT NOS: 25004 / 2207 /
C-06-092-07-25

GOOD SERVICES RECEIVED BY

ON 12-13-06

INVOICE RECEIVED BY:

ON 12-13-06

Distribution to:
OWNER: ☒ ARCHITECT: ☒
CONTRACTOR: ☒ FIELD: ☐
OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$ 3,250,000.00

2. Net change by Change Orders

\$ -446,408.00

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 2,803,592.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 1,584,984.00

5. RETAINAGE:

a. 5 % of Completed Work

(Column D + E on G703)

\$ 73,920.45

b. 5 % of Stored Material

(Column F on G703)

\$ 5,328.75

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 79,249.20

6. TOTAL EARNED LESS RETAINAGE

(Line 4 Less Line 5 Total) \$ 1,505,734.80

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 1,266,852.55

8. CURRENT PAYMENT DUE

\$ 238,882.25

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 1,297,857.20

CHANGE ORDER SUMMARY

CHANGES	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 446,408.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 446,408.00

NET CHANGES by Change Order \$ -446,408.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Joe Williamson

State of: Texas

County of: Hidalgo

Subscribed and sworn to before

me this 28th day of November, 2006

Notary Public: Arika Stevens

My Commission expires: April 26, 2008

My Commission expires: April 26, 2008

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 238,882.25

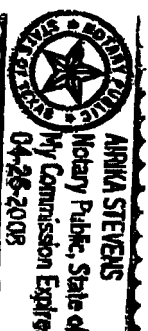
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Arika Stevens

Date: 12.7.06

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



rke
ogden
figueroa
alex

December 8, 2006

Mr. Daniel Flores
HIDLAGO COUNTY
Buildings and Grounds
3100 South Bus. 281
Edinburg, Texas 78539

**RE: New Adult Probation Building
County of Hidalgo
Edinburg, Texas**

Dear Mr. Flores;

Attached is Application for Payment No. 11 regarding subject project. We recommend payment of \$152,961.00

Please pay directly to:

**DESCON CONSTRUCTION, L.P.
P.O. BOX 3547
MCALLEN, TEXAS 78502-3547**

Sincerely,

RIKE-OGDEN-FIGUEROA-ALLEX ARCHITECTS INC.

A handwritten signature in cursive script, reading "Luis A. Figueroa".

Luis A. Figueroa, AIA
Principal

LF/dt

Attachment

OWNER: County of Hidalgo
 P. O. Box 1346
 Edinburg, Texas 78539

FROM: Dascon Construction, L.P.
 P.O. Box 3547
 McAllen, TX 78502-3547

PROJECT: #C-05-026-10-26 APPLICATION NO. Eleven (11) Distribution To:

NEW ADULT PROBATION BUILDING PERIOD TO: 11/30/2006

Edinburg, Texas

VIA (ARCH): Rike-Ogden-Figueroa Architects ARCHITECTS

1007 Walnut Avenue PROJECT NO.: 24032

McAllen, Texas 78501 PURCHASE ORDER # 558845

CONTRACT DATE: 18-Nov-05

CONTRACT FOR: New Adult Probation Building

CONTRACTORS APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in	ADDITIONS	DEDUCTIONS
Previous months by Owner		
TOTAL		
Approved this month		
Number		
Date Approved		
TOTALS	\$0	\$0
Net change by Change Orders		\$0

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Dascon Construction, L.P.

DATE: 11/28/2006

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Confirmation Sheet attached.

1. ORIGINAL CONTRACT SUM \$2,996,000
 2. NET CHANGE BY CHANGE ORDERS \$0
 3. CONTRACT SUM TO DATE \$2,996,000
 4. TOTAL COMPLETED AND STORED TO DATE \$2,771,811
(Column G on G703)
 5. RETAINAGE
 - a. 5 % of Completed Work \$136,952
(Column D + E G703)
 - b. 5 % of Stored Material \$1,638
(Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column I G703) \$138,591
6. TOTAL EARNED LESS RETAINAGE \$2,633,220
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$2,480,259
 8. CURRENT PAYMENT DUE \$152,961
 9. BALANCE TO FINISH, PLUS RETAINAGE \$362,780

State of: Texas County Of: Hidalgo

Subscribed and sworn to before me this 28th day of November, 2006

Notary Public: *[Signature]*

My Commission Expires: March 16, 2008

PIJAR ANCALDON
 Notary Public
 STATE OF TEXAS
 My Comm. Exp. 03-16-2008

AMOUNT CERTIFIED (Attach explanation if amount certified differs from the amount applied for.) \$152,961.00

ARCHITECT: *[Signature]* Date: 12.7.06

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

GOOD SERVICES RECEIVED BY: *[Signature]* ON 12-13-06

INVOICE RECEIVED BY: *[Signature]* ON 12-13-06

6-1301-2/23-20-326-017-0-720

152,961.00

AI-1586

8.A.

**Bidding requirements Pct. #4
CC REGULAR**

Date: 12/19/2006
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for professional testing services with Millennium Engineering Group in connection with Hidalgo County Precinct No.4 for testing services for Year 17 & 18 (2004 & 2005) Street Improvements Projects within Precinct No. 4.

2. Hidalgo County Precinct No. 4 is requesting approval to award a professional testing service contract to Millennium Engineering Group in the amount of \$10,983.50 utilizing Years 17 & 18 (2004 & 2005) funds for street Improvements for Bar Mar Road, Hinojosa Road, Uresti Road, Skinner Road and Sunflower Road.

BACKGROUND

Precinct No. 4 requests approval to enter into a professional testing service contract in the amount of \$10,983.50 utilizing Years 17 & 18 (2004 & 2005) funds for street improvements. Millennium Engineering Group was the highest rated firm out of three evaluated. Attached for your review is an itemized scope of services and recommendation letter. Recommendation to approve by Precinct No. 4 and UCP Staff.

Total Contract Amount: \$ 10,983.50
Available Funds: \$ 16,716.65 (FYs 17 & 18 – 2004 & 2005)

Revenue & Expenditures

Attachments

Link: [Bidding REQ. Pct. #4](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2006 01:09 PM	APRV
2	Sergio Cruz	Sergio Cruz	12/13/2006 09:58 AM	APRV
3	Purchasing Department	Marty Salazar	12/14/2006 12:38 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:22 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/15/2006 05:20 PM	APRV

Form Started By: Estella Webber

Started On: 12/12/2006 10:22 AM

Final Approval Date: 12/15/2006

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: December 8, 2006 Meeting Date Request: December 19, 2006

Deadline for Action: December 19, 2006 Contact Person: Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director 

Caption:

- a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a) (4) for professional testing services with Millennium Engineering Group in connection with Hidalgo County Precinct No. 4 for testing services for Year 17 & 18 (2004 & 2005) Street Improvements Projects within Precinct No. 4.
- b. Hidalgo County Precinct No. 4 is requesting approval to award a professional testing service contract to Millennium Engineering Group in the amount of \$10,983.50 utilizing Years 17 & 18 (2004 & 2005) funds for street Improvements for Bar Mar Road, Hinojosa Road, Uresti Road, Skinner Road and Sunflower Road.

Background:

Precinct No. 4 requests approval to enter into a professional testing service contract in the amount of \$10,983.50 utilizing Years 17 & 18 (2004 & 2005) funds for street improvements. Millennium Engineering Group was the highest rated firm out of three evaluated. Attached for your review is an itemized scope of services and recommendation letter. Recommendation to approve by Precinct No. 4 and UCP Staff.

Total Contract Amount: \$ 10,983.50
Available Funds: \$ 16,716.65 (FYs 17 & 18 – 2004 & 2005)

Deputy Director: 

Manager: 

Finance: 

Please initial for approval:

Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

COUNTY of HIDALGO



EDINBURG, TEXAS 78541

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office: (956) 383-3112

December 8, 2006

Ms. Diana R. Serna, Director
Hidalgo Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Year 19 Street Improvement Projects – Construction Material Testing

Dear Diana:

Be advised that the UCI listing was requested and statements of qualifications were received for the engineering firms, they have been reviewed and rated. It has been concluded that the firm of **Millennium Engineers Group**, is the highest rated and the best suitable for Year 19 street improvement projects construction material testing. Project streets listed will be completed in phases.

The scope of services and engineering fees totaling **\$10,983.50** (see attached), will include the selected roads noted below.

- Barb Mar (S of Aurora to 0.7 of a mile)
- Hinojosa Rd. (W of Hwy 281 from end of existing pavement to 0.5 of a mile)
- Uresti Rd. (S of FM 2812 to Mile 20)
- Skinner Rd (N of FM 1925 to Mile 19)
- Sunflower Rd (Mile 17 to Mile 17.5)

Please prepare item for presentation on the next available Commissioners' Court meeting. Included, as required for agenda backup, you will find the engineering rating sheets and the scope of services with engineering fees.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Gloria A. Beltran

Gloria Ann Beltran
Precinct #4 Executive Assistant

Post-It® Fax Note	7671	Date	12/8/06	# of pages	3
To	Lupita	From	Gloria		
Co./Dept.	UCP	Co.	Pct 4		
Phone #		Phone #	383-3112		
Fax #		Fax #			

DEC 8 2006
aw.

MILLENNIUM ENGINEERS GROUP, INC.

PO BOX 4569 ~ EDINBURG, TEXAS 78540 - TEL. 956-383-8522 - FAX 956-383-0295

December 7, 2006

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

Subject: Proposals for Urban County Year 19 Street Improvements
Hidalgo County Precinct No. 4
Construction Materials Engineering & Testing Services
MEG Proposals 06-272 thru 06-276

Dear Commissioner Garza:

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to Hidalgo County Precinct No. 4 (CLIENT) for Urban County Year 19 Street Improvements to offer our services in the following area(s):

- Construction Materials Engineering & Testing Services

The cost of services provided for the CLIENT's project is based on the information provided by your office. The project information and proposal costs are on the following table.

URBAN COUNTY YEAR 19 STREET IMPROVEMENTS WORK PLAN

<u>Project</u>	<u>Project Length, mi.</u>	<u>Project Cost</u>
Barb Mar Road (S of Aurora to 0.7 of a mile) .7		2,044.90
Hinojosa Road (W of Hwy 281 from Pavement to 0.5 of a Mile) .5		1,852.40
Uresti Road (S of FM 2812 to Mile 2) 1.0		2,616.90
Skinner Road (N of FM 1925 to Mile 19) 1.0		2,616.90
Sunflower Road (Mile 17 to Mile 17.5) .5		1,852.40

\$ 10,983.50

Dec. 7. 2006 12:19PM

MILLENNIUM ENGINEERS GROUP

No. 2865 P. 3

M.E.G.

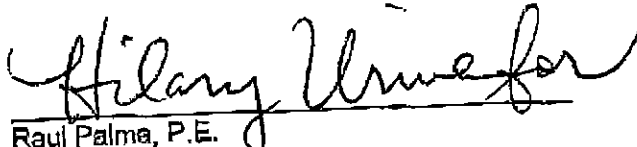
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Please provide complete plans and specifications once they are available for our use in determining project compliance and for our files. You may send electronic files to megeengineers@aol.com. If you have any questions please contact us at our office.

Upon your authorization we will begin immediately on the services you have requested.

Sincerely yours,

MILLENNIUM ENGINEERS GROUP, INC.



Raul Palma, P.E.
President

Hidalgo County Precinct No. 4

Testing Services

Street Improvements

FY 19

Grading-Ranking Grid

CRITERIA	L&G Engineering			Raba Kistner Consultants			Millennium Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	49	50		50	52		53	53	
Work Performance	22	23		23	23		24	22	
Capacity to Perform	15	14		15	14		14	15	
Affirmative Action	5	5		5	5		5	5	
TOTALS	91%	92%		93	94		96	95	
AVERAGES	91.5%	91.5%		93.5%	93.5%		95.5%	95.5%	
RANKING	3	3		2	2		1	1	

AI-1685

9.A.

County Judge
CC REGULAR

Date: 12/19/2006
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Steve Austin
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Agenda Item

CAPTION

Discussion, consideration, and action on County Policy related to the use of consultants for evaluation of vendors and their products.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 05:00 PM	APRV
2	Sergio Cruz	Sergio Cruz	12/15/2006 05:09 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Sandra De Leon

Started On: 12/15/2006 03:43 PM

Final Approval Date:

AI-1615

10.A.

**Planning Department
CC REGULAR**

Date: 12/19/2006
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Agenda Item

CAPTION

- 1. PRELIMINARY APPROVAL**
Corin Estates Subdivision – Pct. 4 (Saul Ortega)
Shilo Subdivision No. 2 – Pct. 1 (Norberto Salinas)
Matthew Subdivision – Pct. 4 (David Villarreal, Jr.)
- 2. FINAL APPROVAL WITH FINANCIAL GUARANTEE**
Texas Station Subdivision – Pct. 4 (Garco, Ltd.)
Palace Station Phase 2 Subdivision – Pct. 4 (Richard Garza)
- 3. REIMBURSEMENT OF A CASH DEPOSIT**
Ruben Guerra Subdivision – Pct. 3 (Ruben Guerra)
- 4. Discussion and Possible Action on residential subdivisions located within La Joya Water Supply Corporation CCN Area**
Watson Heights Subdivision – Pct. 3 (Paul Daniec)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Corin Estates - Prelim.](#)
Link: [Corin Estates - Plat](#)
Link: [Shilo 2 - Prelim.](#)
Link: [Shilo 2 - Plat](#)
Link: [Matthew - Prelim.](#)
Link: [Matthew - Plat](#)
Link: [Texas Station - Final](#)
Link: [Texas Station - Plat](#)
Link: [Palace Station 2 - Final](#)
Link: [Palace Station 2 - Plat](#)
Link: [Ruben Guerra - reimbursement](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2006 04:49 PM	APRV
2	Dale Kennan	Dale Kennan	12/13/2006 04:52 PM	APRV
3	Purchasing Department	Marty Salazar	12/14/2006 12:45 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:30 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/15/2006 05:20 PM	APRV

Form Started By: Nora Cavazos

Started On: 12/13/2006 01:34 PM

Final Approval Date: 12/15/2006



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesein, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesein, P.E., Planning Administrator

DATE: December 19, 2006

RE: **Corin Estates Subdivision – Pct. 4**
Preliminary Approval

Corin Estates is a two (2) commercial lot subdivision located on the North side of SH 107 approximately, 660 feet East of Valverde Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 26, 2006. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Aniceto Izaguirre and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on S.H. 107 that will serve as the primary source of water for the proposed development.

The 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. Staff comments are attached for your review.

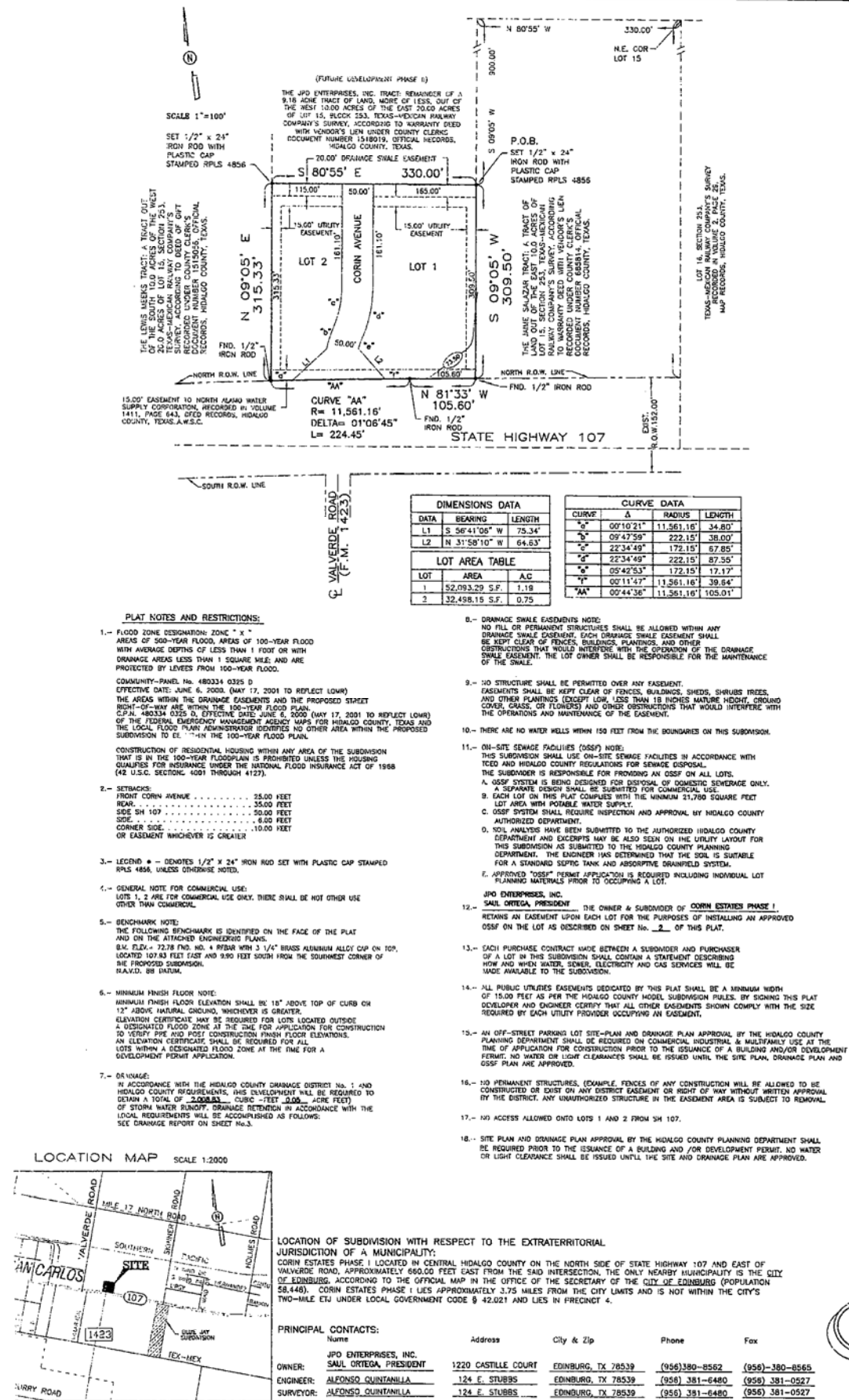
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **December 15, 2006** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Subdivision Name: Corin Estates Subdivision 2nd Review Page 1 of 1

This form lists the documents lacking during the process of seeking subdivision approval. The County official receiving a document should upon its receipt fill out and initial an entry for the items lacking and then write the log number on the document. If needed use more than one line for the description

Item Log #	Description of Item	Date	Logger's Initials
A	<u>1st SHEET COMMENTS:</u> Verify description of line referring to the Salazar tract on the first call out	12-11-06	J.G.
B	Verify index of sheets to only state items that apply to this development	"	"
C	Label center line of S.H. 107	"	"
D	General note no. 1 reads residential	"	"
E	Show benchmark on plat drawing	"	"
F	New population for City of Edinburg as per new census is 62,735	"	"
G	<u>2nd SHEET COMMENTS:</u> Please check with TXDOT for access permit	"	"
H	Make sure safety ends are aligned with road side ditch	"	"
I	Delete the word prop. or replace with the word exist. or installed	"	"
J	Provide topography and extend it 500', show natural flow arrows and elevations	"	"
K	Provide wording for notary public under subdivider certification and statement	"	"
L	Septic tanks are not being shown on layout.	"	"
M	Does exist. N.A.W.S.C. easement continue to the east and west of subdivision if so, show as such	"	"
N	Delete details that do not apply to this subdivision	"	"



SUBDIVISION PLAT OF:
CORIN ESTATES PHASE I

A 2.362 ACRE TRACT OF LAND OUT OF A 9.18 ACRE TRACT OUT OF THE WEST 10.0 ACRES OF THE EAST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1518019, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 2.362 ACRE TRACT OF LAND OUT OF A 9.18 ACRE TRACT OUT OF THE WEST 10.0 ACRES OF THE EAST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1518019, 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 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF THE JAME SALAZAR TRACT (A TRACT OF LAND OUT OF THE EAST 10.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 685814, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 80°55'W, 330.00 FEET AND S 09°05'W, 900.00 FEET FROM THE NORTHEAST CORNER OF LOT 15.

THENCE: S 09°05'W, ALONG THE EAST LINE OF THE JAME SALAZAR TRACT, A DISTANCE OF 309.50 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107 FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 81°33'W, ALONG THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107, A DISTANCE OF 105.60 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE: ALONG THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107 AND ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 01°06'45", RADIUS = 11,561.16 FEET), A DISTANCE OF 224.45 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE LEWIS WEEKS TRACT (A TRACT OUT OF THE SOUTH 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1515056, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 09°05'E, ALONG THE EAST LINE OF THE LEWIS WEEKS TRACT, A DISTANCE OF 315.33 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE: S 80°55'E, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.362 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SAN CARLOS GARDENS SUBDIVISION, RECORDED IN VOLUME 35, PAGE 108, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.



ALFONSO QUINTANILLA
P.E. No. 4856

DATE: APRIL 17, 2008

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 the water line as installed, Grantor further grants to Grantee on 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.

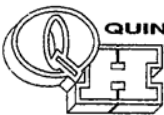
The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant which constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ____ day of _____, 20__.

JPO ENTERPRISES, INC.
SAUL ORTEGA, PRESIDENT

REVISION NOTES			
No.	Sheet	REVISION	Date



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539

PHONE 956-381-6480
FAX 956-381-0527

SHEET NO. 1 OF 2 SHEETS			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
APR 23, 2008	A. QUINTANILLA		
DATE REVISION	REVISION BY	CHECKED BY	APPROVED BY
JUNE 25, 2008			

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, SAUL ORTEGA, PRESIDENT OF JPO ENTERPRISES, INC., AS OWNER OF THE 2.362 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **CORIN ESTATES PHASE I**, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §32.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JPO ENTERPRISES, INC.
SAUL ORTEGA, PRESIDENT
1220 CASTLE COURT
EDINBURG, TX 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

SAUL ORTEGA, PRESIDENT OF JPO ENTERPRISES, INC.

proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 20__.



LILIA A. QUINTANILLA - NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CORIN ESTATES PHASE I was reviewed and approved by the Hidalgo County Commissioners Court on _____, 20__.

Hidalgo County Judge _____ date _____

ATTEST: _____
Hidalgo County Clerk _____ date _____

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 _____, and was recorded in Book _____, Sheet(s) _____ the Plat Records of Hidalgo County at _____ o'clock _____ M on _____.

Hidalgo County Clerk

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE ____ DAY OF _____, 20__.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT DISTRICT EXPENSE.

PRESIDENT _____ SECRETARY _____

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 48.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

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.



ALFONSO QUINTANILLA
P.E. No. 95534

DATE



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesar, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesar, P.E., Planning Administrator

DATE: December 19, 2006

RE: **Shilo Subdivision No. 2 – Pct. 1**
Preliminary Approval

Shilo Subdivision No. 2 is a thirty four (34) lot subdivision located on the North side of Mile 12 ½ North Road approximately ½ mile East from Mile 5 West Road (FM 88).

The proposed Subdivision lies within the City of Donna E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 16, 2006. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Mile 12 ½ Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Isaac Mata and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 12 ½ Road that will serve as the primary source of water for the proposed development.

The 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. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **December 15, 2006** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: SHILO No.2 2ND Review Page 1 of 2

This form lists the documents lacking during the process of seeking subdivision approval. The County official receiving a document should upon its receipt fill out and initial an entry for the items lacking and then write the log number on the document. If needed use more than one line for the description

Item Log #	Description of Item	Date	Logger's Initials
A	<u>1ST SHEET COMMENTS:</u> label if gas esmnt is being dedicated by this plat or if is existing. If Existing please provide documentation and label who does gas line belongs to.	12-11-06	JRT
B	Please label easement along the south line of Lot 7 and correct labeling of drainage swale esmnt on lot 6.	"	"
C	<u>PLAT NOTES:</u> #2) Please add note explaining how the 20% lot depth will be calculated on irregular lots. #6) a permanent BM with subdivision is require (conc. Slab w/ disk) #15) Please revise note and add "and constructed in accordance with County and State Requirements. #16) Correct typographical error on lot 16. #17) Delete "A" from the sentence. #19) add to note that: "no access is allow on to lot #1 from mile 12 ½ North Rd unless lot is intended for commercial use only.	"	"
D	As per location description please correct city of Weslaco new population as per 2005 census (31,442) and correct LGC for the 5 mile ETJ. (212.001)	"	"
E	Provide documentation for irrigation esmnt adjacent to the west subdivision property line.		
F	As per lot area table, provide acres size for each lot and provide lot site plans for lots 8–19, 26-29 and lots 34.		
G	<u>2ND SHEET COMMENTS:</u> add the following line on the subdivider certificate paragraph: "and <u>will be constructed in accordance with</u> state and county regulations." And provide notary certification acknowledgment.		
H	Provide HCROW dept water line crossing permit and also provide flange elevation for all fire hydrants.		
I	Clarify water line distribution description (refer to redlines) and sewage report need to mention that <u>septic tanks have been install.</u>		
J	Please submit the following documentations to complete reviewing the engineer report, sewer report, and total cost estimate chart. 1. 30 year letter agreement 2. engineer cost estimate (paving, drainage, water, and OSSF) 3. Letter from HEALTH Dept.		
K	<u>3RD SHEET COMMENTS:</u> Provide topo. Elevation with in subdivision and extend topo 500'		



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Segin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Segin, P.E., Planning Administrator

DATE: December 19, 2006

RE: **Matthew Subdivision – Pct. 4**
Preliminary Approval

Matthew Subdivision is a one (1) lot subdivision located on the East side of Valverde Road, approximately ¼ mile North of SH 107.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 18, 2006. The proposed subdivision lies within a Zone “AH” as per FEMA’s FIRM.

The proposed subdivision plat will dedicate forty (40) feet on Valverde Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Tests were conducted by Ricardo Caballero, Jr. and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Valverde Road that will serve as the primary source of water for the proposed development.

The 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. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **December 15, 2006** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: MATTHEW (1st Review) Page 1 of 1

This form lists the documents lacking during the process of seeking subdivision approval. The County official receiving a document should upon its receipt fill out and initial an entry for the items lacking and then write the log number on the document. If needed use more than one line for the description

Item Log #	Description of Item	Date	Logger's Initials
A	<u>1ST SHEET COMMENTS:</u> label lot 1 net acres, and provide minimum finish floor elevation.	12-04-06	JRT
B	North east and south east corner monuments do not coincide with metes & bounds nor plat note #3. Please label each point of provide a different monument description on legend or plat note #3.	"	"
C	<u>PLAT NOTES:</u> #1)Setbacks: • Front 50 feet or esmnt which ever is greater • Rear 15 feet or esmnt which ever is greater #4) provide datum and label BM on drawing as per description. #5) include Revised to reflect LORM dated 5-17-01 #6) correct description of detention area #16) add this line to note: <u>"and proposed improvements are constructed in accordance with county and state."</u> <i>*see attachment for additional plat note regarding a special OSSF design on a designated flood zone*</i>	"	"
D	Correct Texas Water Code on HCDD#1 certificate.	"	"
E	Correct subdivision name on index to sheet chart and delete line on sheet 2 of Spanish plat note requirements their no longer require.	"	"
F	<u>2ND SHEET COMMENTS:</u> show ossf and soil testing boring only on utility layout (water and ossf)	"	"
G	Provide a 40x40 feet pad site of dirt fill with minimum finish floor elevation on topo and drainage layout.	"	"
H	As per engineer report only show total amount on 30 year letter agreement and add the following line. <u>"as stated in the 30 year letter agreement wich covers (water meter, meter boxes, water supply fees and all other fees associated with water supply"</u> and update water meter installation date.	"	"
I	Minimum amount for installing a septic tank with letter of credit is 1,000.00	"	"
J	Provide correct subdivider certificate and statement if letter of credit will be provide instead of installing OSSF before final approval and also provide notary certificate acknowledgment.	"	"
K	All modification on engineer and sewage report needs to reflect on Spanish version.	"	"
L	Please provide exact narrative drainage report approved by HCDD#1 on 2 nd sheet.	"	"
M	Please submit soil testing report from evaluator.	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

MATTHEW SUBDIVISION

A 2.28 ACRE TRACT OF LAND OUT OF LOT 10, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 2.28 ACRE TRACT OF LAND OUT OF LOT 10, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON-PICKER SPINDLE FOUND IN THE CENTERLINE OF VAL VERDE ROAD FOR THE SOUTHWEST CORNER OF LOT 10 AND THE SOUTHWEST CORNER OF THIS TRACT, THENCE: N 09°05' E, ALONG THE WEST LINE OF LOT 10 AND THE CENTERLINE OF VAL VERDE ROAD A DISTANCE OF 124.50 FEET TO A COTTON-PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF THIS TRACT,

THENCE: S 80°51'54" E, PASSING AT 20.00 FEET A 1/2" IRON ROD FOUND AT THE EAST R.O.W. LINE OF VAL VERDE ROAD, A TOTAL DISTANCE OF 798.32 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT,

THENCE: S 09°05' W, A DISTANCE OF 124.50 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH LINE OF LOT 10, FOR THE SOUTHEAST CORNER OF THIS TRACT,

THENCE: N 80°55'00" W, ALONG THE SOUTH LINE OF LOT 10, PASSING AT 798.32 FEET A 1/2" IRON ROD FOUND FOR THE EAST R.O.W. LINE OF VAL VERDE ROAD, A TOTAL DISTANCE OF 798.32 FEET TO THE POINT OF BEGINNING, AND CONTAINING A 2.28 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, DAVID VILLARREAL, JR., 2.28 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MATTHEW SUBDIVISION, HEREBY 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 SEPTIC TANKS MEET, OR WILL 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.

OWNER: DAVID VILLARREAL, JR.
618 N. VAL VERDE RD.
EDNBURG, TEXAS 78541

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THE DAY PERSONALLY APPEARED DAVID VILLARREAL, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC, FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

APPROVED BY WATER DISTRICT:

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 RIGHTS-OF-WAY OR EASEMENTS.

PRESIDENT SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO THIS SUBDIVISION, ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

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:

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO L. GUTIERREZ, 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 AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PALMERST SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

HOMERO L. GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
229 N. 12 TH ST.
MCALLEN, TEXAS 78501



STATE OF TEXAS
COUNTY OF HIDALGO

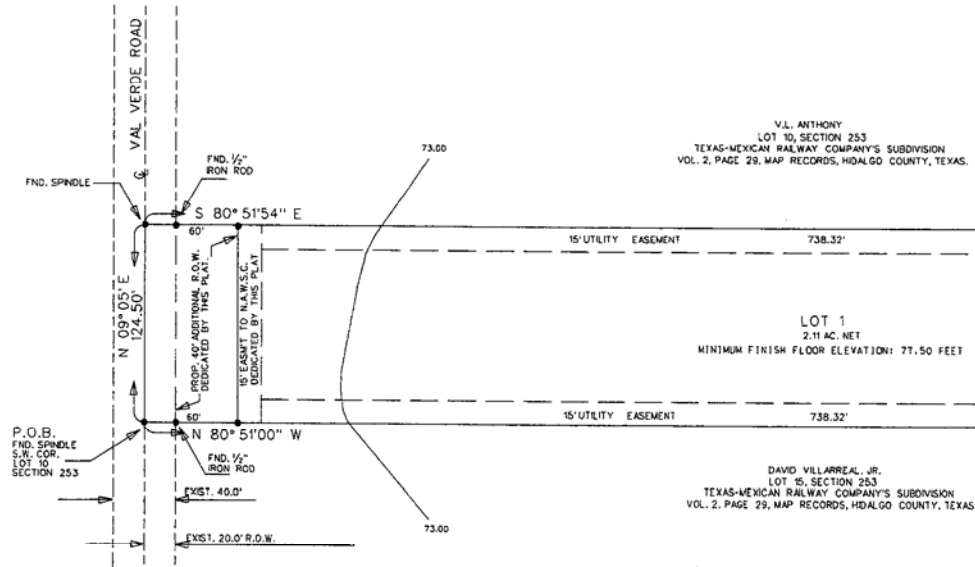
I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER • 94001
526 N. 5TH ST.
DONNA, TEXAS, 78537



SHEET 1 OF 2

INDEX TO SHEET OF MATTHEW SUBDIVISION	
PLAT WITH LOTS, SURVEYS, 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 OF COUNTY CLERK'S RECORDING, CERTIFICATE OF HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY, AND DESCRIPTION OF THE PROJECT'S SITUATION	REVISION NOTES
SHEET 1	1. CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY, AND DESCRIPTION OF THE PROJECT'S SITUATION
SHEET 2	2. WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES



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 NO DOLLAR (NODD) 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/ARE 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 THEREOF BECOMES 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 HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE 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 LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR APPROVED 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 2006

OWNER: DAVID VILLARREAL, JR.
618 N. VAL VERDE RD.
EDNBURG, TEXAS 78541



LOCATION MAP

SCALE: 1" = 5000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
MATTHEW SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 4 IN THE EAST SIDE OF HIDALGO COUNTY ON VAL VERDE ROAD, 0.25 MILE NORTH OF S. H. 101. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDNBURG, ACCORDING TO THE MAP IN THE OFFICE OF THE CLERK OF THE CITY OF EDNBURG (POPULATION 62,736/2005 CENSUS). MATTHEW SUBDIVISION LIES APPROXIMATELY 3.5 MILE FROM THE CITY LIMITS OF EDNBURG AND IS OUTSIDE OF THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES			
No.	SHEET	REVISION	DATE APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: DAVID VILLARREAL, JR.	618 N. VAL VERDE RD	EDNBURG, TEXAS 78541	(956) 330-3009
ENGINEER: GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 874-0218
SURVEYOR: HOMERO L. GUTIERREZ	229 N. 12 TH ST.	MCALLEN, TEXAS 78501	(956) 687-2791

10. THIS LOT HAS A 15' WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE REAR, NORTH AND SOUTH SIDE OF THIS LOT AND A 30' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF THE LOT. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

- ANCHORING OF SEPTIC TANK(S)
- BACK FLOW VALVES
- SEPTIC TANK COVER SHALL BE ABLE TO SEAL

11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLETES 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 EXCEPTS 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 OCCUPANCY OF A LOT.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13. DAVID VILLARREAL, JR., THE OWNER & SUBDIVIDER OF MATTHEW 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.

14. 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.

15. 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.

16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT 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.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(10)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MATTHEW SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE DATE

ATTEST: HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ ON _____ AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ ON _____

DATE OF PREPARATION: NOVEMBER 2006

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER

526 N. 5TH STREET
DONNA, TEXAS, 78537
PH. (956) 784-0218
FAX (956) 464-5065



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: December 19, 2006

RE: **Texas Station Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Texas Station is a twenty five (25) lot subdivision located at the Northwest intersection of FM 2812 and Sharp Road.

The proposed Subdivision lies within the Rural Area of the County

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 09, 2006. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on FM 2812 and ten (10) feet on Sharp Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department.

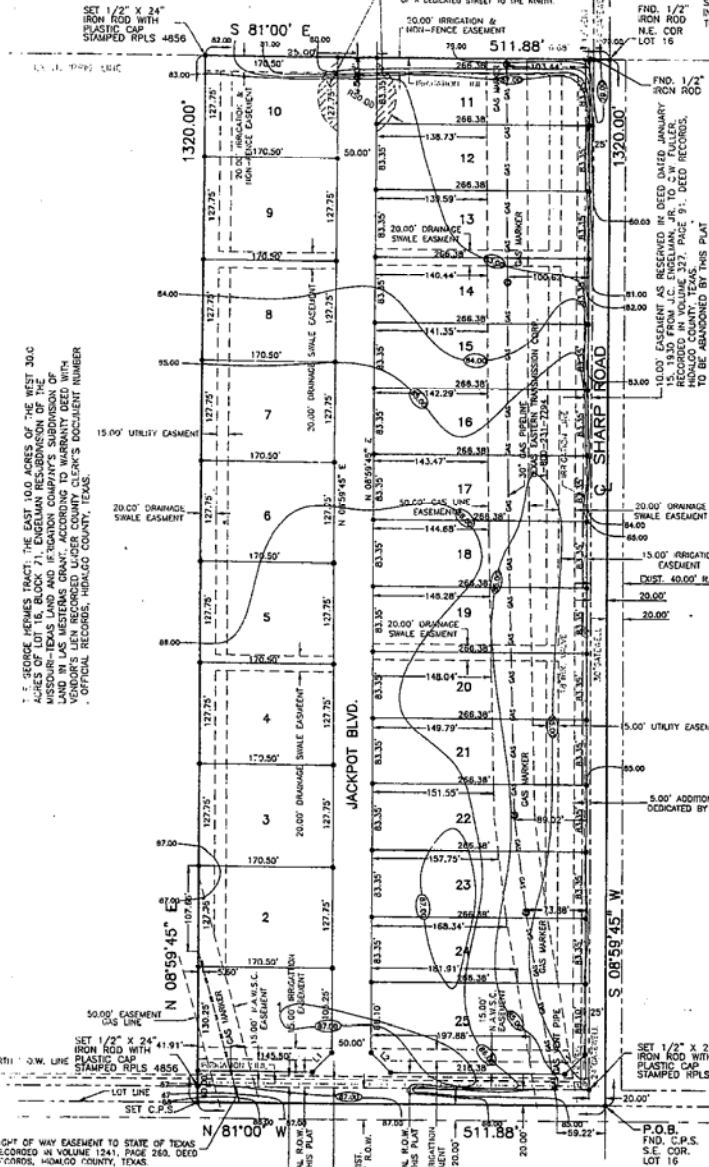
Water Services will be provided by North Alamo Water Supply Corporation. There is an existing ten (10) inch waterline on FM 2812 that will serve as the primary source of water for the proposed development.

The 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.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court as Nature View Subdivision on January 24, 2006. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of \$25,000.00 was submitted to the Planning Department and deposited into Escrow for Septic Tanks Account No. 06-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of twenty five (25) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **December 15, 2006**.

107, 9, BLOCK 71, ENGELMAN RESUBDIVISION OF THE MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION OF LAND IN LAS MESTERAS GRANT, RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.



10.00' CAS. EASEMENT AS RESERVED IN DEED DATED JANUARY 15, 1930 FROM J.C. ENGELMAN JR. TO C.B. FULLER, RECORDED IN VOLUME 27, PAGE 51, DEED RECORDS, HIDALGO COUNTY, TEXAS.

15.00' NORTH HALL WATER SUPPLY CORPORATION, RECORDED IN VOLUME 1241, PAGE 262, DEED RECORDS, HIDALGO COUNTY, TEXAS.

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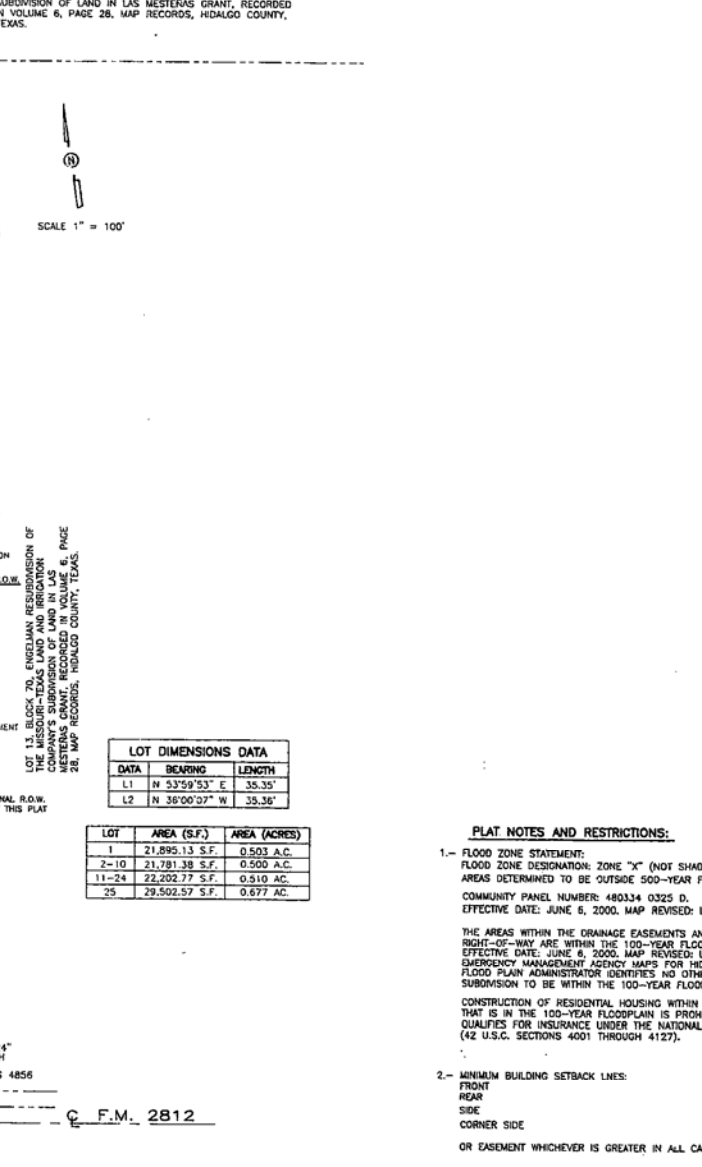
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LOT 12, BLOCK 70, ENGELMAN RESUBDIVISION OF THE MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION OF LAND IN LAS MESTERAS GRANT, RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.



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SUBDIVISION PLAT OF: TEXAS STATION SUBDIVISION

A 15.51 ACRE TRACT OF LAND BEING THE EAST 15.51 ACRES OF LOT 16, BLOCK 71, ENGELMAN RESUBDIVISION OF THE MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION OF LAND IN LAS MESTERAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1522907 AND 1573136 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 15.51 ACRE TRACT OF LAND BEING THE EAST 15.51 ACRES OF LOT 16, BLOCK 71, ENGELMAN RESUBDIVISION OF THE MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION OF LAND IN LAS MESTERAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1522907 AND 1573136 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF F.M. 2812 AND IN THE CENTERLINE OF SHARP ROAD FOR THE SOUTHEAST CORNER OF LOT 16, AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE, N 81°00'00" E, ALONG THE SOUTH LINE OF LOT 16, PARALLEL TO AND 18.0 FEET NORTH OF THE CENTERLINE OF F.M. 2812, A DISTANCE OF 511.88 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THE GEORGE HERMES TRACT (THE EAST 10.0 ACRES OF THE WEST 30.0 ACRES OF LOT 16, BLOCK 71, ENGELMAN RESUBDIVISION OF THE MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION OF LAND IN LAS MESTERAS GRANT, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1522907, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE SOUTHWEST CORNER OF THIS TRACT.

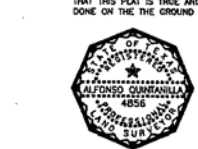
THENCE, N 08°59'45" E, ALONG THE EAST LINE OF THE GEORGE HERMES TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF F.M. 2812, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 16 FOR THE NORTHEAST CORNER OF SAID TRACT, AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE, S 81°00'00" E, ALONG THE NORTH LINE OF LOT 16, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 491.88 FEET FOR THE WEST RIGHT OF WAY LINE OF SHARP ROAD, A TOTAL DISTANCE OF 511.88 FEET TO A 1/2" IRON ROD FOUND IN THE CENTERLINE OF SHARP ROAD FOR THE NORTHEAST CORNER OF LOT 16, AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE, S 08°59'45" W, ALONG THE EAST LINE OF LOT 16 AND THE CENTERLINE OF SHARP ROAD, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF F.M. 2812, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.51 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH CARDINAL HILLS SUBDIVISION, RECORDED IN VOLUME 44, PAGE 69, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.



ALFONSO QUINTANILLA
R.P.L.S. No. 4556
DATE 12-21-05

PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (NOT SHOWN)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY PANEL NUMBER: 480334 0325 D.
EFFECTIVE DATE: JUNE 6, 2000. MAP REVISED: LOWR MAY 17, 2001.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, C.P.N. 480334 0325 D. EFFECTIVE DATE: JUNE 6, 2000. MAP REVISED: LOWR MAY 17, 2001. THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFY NO OTHER AREA 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 FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. MINIMUM BUILDING SETBACK LINES:
FRONT 25.00 FEET
REAR 15.00 FEET
SIDE 6.00 FEET
CORNER SIDE 15.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES.

3. 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, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM 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 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 NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No.1 - 84.94 TOP OF C.P.S. LOCATED ON THE SOUTHEAST CORNER OF THIS SUBDIVISION, 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 OBTAIN A TOTAL OF 2.8668 ACRES - FEET (2.8668 ACRES FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

7. 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.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TEXAS AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A 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 OCCUPANCY A LOT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. OWNER, GARCO, LTD., BY OSCAR L. GARZA, JR. VICE-PRESIDENT, THE OWNER & SUBDIVIDER OF TEXAS STATION 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.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES, OR AS REQUIRED BY UTILITY PROVIDER.

14. AN OFF-STREET PARKING LOT SITEPLAN AND DRAINAGE PLAN SHALL BE REQUIRED ON COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.

15. NO ACCESS WILL BE ALLOWED ONTO F.M. 2812 FROM LOT 1.
16. LOT 25 WILL BE FOR COMMERCIAL USE ONLY.
17. 20.0' IRRIGATION & NON-FENCE EASEMENT ON THE NORTH SIDE OF LOTS 10 & 11

STATE OF TEXAS COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, OSCAR L. GARZA, JR. VICE-PRESIDENT OF GARCO MANAGEMENT, L.L.C. GENERAL PARTNER OF GARCO, LTD. OWNER OF THE 15.51 ACRE TRACT OF LAND DISCLOSED WITHIN THE PROPOSED TEXAS STATION SUBDIVISION, HEREBY SUBDUCE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

- (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
- (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
- (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
- (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTER ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER, GARCO, LTD.
BY: OSCAR L. GARZA, JR. VICE-PRESIDENT
DATE 7-18-06

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared OSCAR L. GARZA, JR. VICE-PRESIDENT OF GARCO MANAGEMENT, L.L.C. GENERAL PARTNER OF GARCO, LTD. who, being by me first duly sworn, declared that the above-named person is the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the above-named person is the owner of the land and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of July, 2006.

LEIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires July 23, 2008
LEIA A. QUINTANILLA - NOTARY PUBLIC

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 licensees (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 Texas Water Supply Corporation, (hereinafter called "Grantee"), the record 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 Grantee'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 when the pipeline shall be located, the easement hereby 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 exists 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, Grantee further grants to Grantor an additional easement over and across the land shown on the 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. This 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 16 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 purpose and consideration 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 18th day of July, 2006.

OWNER, GARCO, LTD.
BY: OSCAR L. GARZA, JR. VICE-PRESIDENT

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE TEXAS STATION SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON 7-18-06.

Hidalgo County Judge _____ Date _____
Hidalgo County Clerk _____ Date _____

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 _____ and was recorded in Book _____ Sheet(s) _____ the Plat Records of Hidalgo County at _____ o'clock _____ M on _____.

Hidalgo County Clerk _____

THIS PLAT IS APPROVED BY ENGELMAN IRRIGATION DISTRICT ON THIS 18th DAY OF July, 2006.

SECRETARY 07-30-06 PRESIDENT 07-30-06

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 98334
DATE 7-18-06

ALFONSO QUINTANILLA
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DATE 7-18-06

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ALFONSO QUINTANILLA
P.E. No. 98334
DATE 7-18-06

LOCATION MAP

SCALE 1:2000
MILE 22 1/2 NORTH RD
SHARP ROAD
JACKPOT BLVD
SITE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
TEXAS STATION SUBDIVISION, IS LOCATED IN NORTH HIDALGO COUNTY ON THE NORTHWEST CORNER OF F.M. 2812 AND SHARP ROAD INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 58,448). TEXAS STATION SUBDIVISION, LIES APPROXIMATELY 3.5 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

Name Address City & Zip Phone Fax

OWNER, GARCO, LTD.
BY: OSCAR L. GARZA, JR. VICE-PRESIDENT 3910 W. FREDDY CONTRAZ, EDINBURG, TX 78540 (956)383-6295 (956)381-9221

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

ALFONSO QUINTANILLA
P.E. No. 98334
DATE 7-18-06

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P.E. No. 98334
DATE 7-18-06

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS LAND SURVEYORS
24 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

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PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Ramon Garcia
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: December 19, 2006

RE: **Palace Station Phase 2 Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Palace Station Phase 2 is a thirty eight (38) lot subdivision located on the North side of Canton Road, approximately 1320 feet East of Tower Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 24, 2006. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

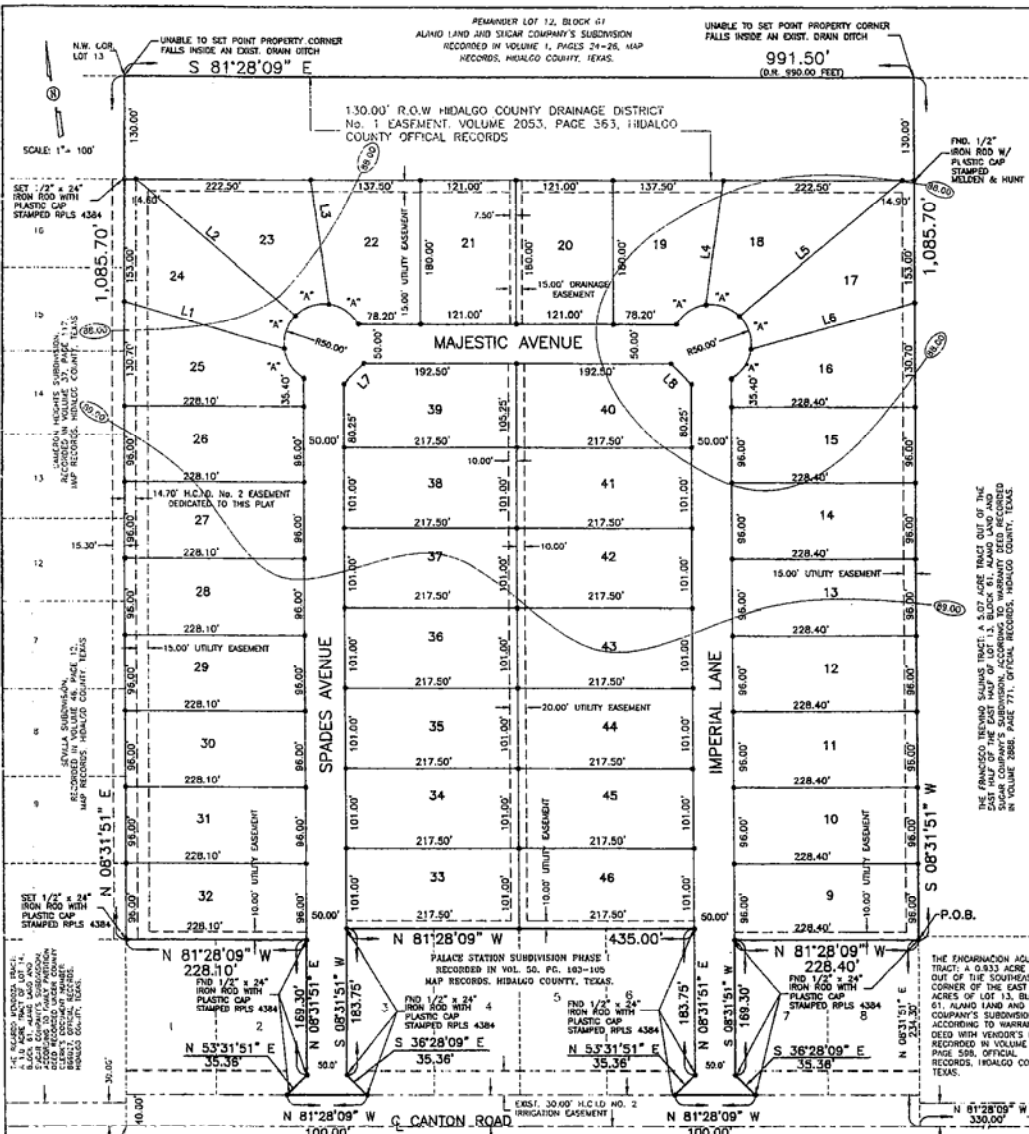
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Canton Road that will serve as the primary source of water for the proposed development.

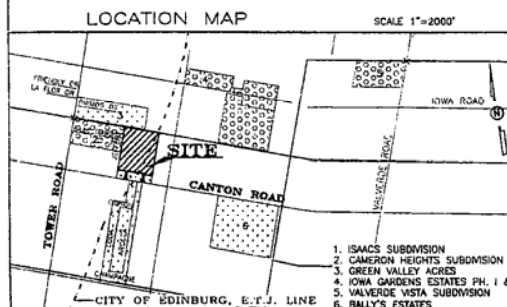
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on May 23, 2006. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of \$38,000.00 was submitted to the Planning Department and deposited into Escrow for Septic Tanks Account No. 06-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of thirty eight (38) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **December 15, 2006**.



CURVE DATA			
CURVE	DELTA	RADIUS	CHORD
1	52°30'00"	50.00'	42.81'
LINE DATA TABLE			
LINE	BEARING	LENGTH	
1	N85°25'34"W	211.77'	
2	N41°18'15"W	284.66'	
3	N00°17'04"W	157.05'	
4	N18°48'38"E	157.05'	
5	N56°32'27"E	264.66'	
6	N82°30'27"E	212.08'	
7	N63°31'51"E	35.36'	
8	S36°28'09"E	35.36'	



INDEX TO SHEETS			
SHEET	DESCRIPTION	DATE	BY
1	HEADING INDEX; LOCATION MAP AND E.T. PRINCIPAL CONTACTS; MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATE; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.		
2	ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION).		
3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.		

PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING (NO SHADING)
COMMUNITY-PANEL No. 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN C.F.N. 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 IDENTITIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. LEGEND - DENOTES 1/2" X 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4858, UNLESS OTHERWISE NOTED.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:				
PALACE STATION SUBDIVISION PHASE II, IS LOCATED IN THE MIDDLE HIDALGO COUNTY ON THE NORTH SIDE OF CANTON ROAD AND 1,320.00 FEET EAST OF TOWER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 58,448). PALACE STATION SUBDIVISION PHASE II, LIES APPROXIMATELY 2 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PRECINCT NO. 4.				
PRINCIPAL CONTACTS:				
Name	Address	City & Zip	Phone	Fax
OWNER: GARCO, LTD. BY: GARCO MANAGEMENT, LLC. BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ	EDINBURG, TX. 78539	(956)383-8295	(956)383-1633
OWNERS:	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	(956)381-6480	(956)381-0527

3. MINIMUM BUILDING SETBACK LINES:
FRONT 25.00 FEET
REAR 25.00 FEET
SIDE 5.00 FEET
CORNER SIDE 10.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.

4. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
(ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE DEPARTMENT APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

5. MINIMUM FINISH FLOOR ELEVATION:
MINIMUM 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 OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. ELEV = 91.33 ON TOP OF C.P.S. LOCATED AT THE SOUTHWEST CORNER OF PALACE STATION PHASE I, N.A.V.D. 98 DATUM.

7. 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 22,288.00 CUBIC FEET (1.318 ACRES FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET NO.3.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE 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 APPLICATION FOR A LOT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C. GENERAL PARTNER OF GARCO, LTD., THE OWNER & SUBDIVIDER OF PALACE STATION SUBDIVISION PHASE II, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL CITY UTILITIES SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14. AN OFF-STREET PARKING LOT SITE-PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED ON 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.

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, on 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 Grantor 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 herein granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This 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 VII 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 purpose for which financial assistance was extended or for so long as the Grantee owns the land.

IN WITNESS WHEREOF the said Grantor executed this instrument on the 11th day of April, 2006.

OWNER: GARCO, LTD.
BY: GARCO MANAGEMENT, L.L.C.
BY: RICHARD A. GARZA, PRESIDENT

SUBDIVISION PLAT OF: PALACE STATION SUBDIVISION PHASE II

A 25.043 ACRE TRACT OF LAND OUT OF LOT 13, BLOCK 61, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1507654, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 25.043 ACRE TRACT OF LAND OUT OF LOT 13, BLOCK 61, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1507654, 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 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 FOUND ON THE WEST LINE OF THE ENCANTACION AGUINALTA TRACT (A 0.833 ACRE TRACT OUT OF THE SOUTHWEST CORNER OF THE EAST 10.0 ACRES OF LOT 13, BLOCK 61, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LION RECORDED IN VOLUME 1808, PAGE 588, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF PALACE STATION SUBDIVISION PHASE I (RECORDED IN VOLUME 50, PAGES 103-105, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE MOST EASTERLY SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS N 81°28'09"W, 330.00 FEET AND N 08°31'51"E, 354.30 FEET FROM THE SOUTHWEST CORNER OF LOT 13.
THENCE: N 81°28'09"W, ALONG THE NORTH LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 328.10 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 FOUND FOR AN EXTERIOR CORNER OF PALACE STATION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.
THENCE: S 08°31'51"E, ALONG AN INTERIOR LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 189.30 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 FOUND FOR AN EXTERIOR CORNER OF PALACE STATION SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.
THENCE: S 36°28'09"E, ALONG AN INTERIOR LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 FOUND ON THE NORTH RIGHT OF WAY LINE OF CANTON ROAD FOR AN INTERIOR CORNER OF PALACE STATION SUBDIVISION PHASE I AND AN EXTERIOR CORNER OF THIS TRACT.
THENCE: N 53°31'51"E, ALONG AN INTERIOR LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 FOUND FOR AN EXTERIOR CORNER OF PALACE STATION SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.
THENCE: N 08°31'51"E, ALONG AN INTERIOR LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 183.75 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 FOUND FOR AN EXTERIOR CORNER OF PALACE STATION SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.
THENCE: N 81°28'09"W, ALONG THE NORTH LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 438.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858 FOUND FOR AN EXTERIOR CORNER OF PALACE STATION SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.
THENCE: S 08°31'51"E, ALONG AN INTERIOR LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 183.75 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858 FOUND FOR AN EXTERIOR CORNER OF PALACE STATION SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.
THENCE: S 36°28'09"E, ALONG AN INTERIOR LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858 FOUND FOR AN INTERIOR CORNER OF PALACE STATION SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.
THENCE: N 81°28'09"W, ALONG AN INTERIOR LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858 FOUND FOR AN INTERIOR CORNER OF PALACE STATION SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.
THENCE: N 53°31'51"E, ALONG AN INTERIOR LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 35.36 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858 FOUND FOR AN EXTERIOR CORNER OF PALACE STATION SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.
THENCE: N 08°31'51"E, ALONG AN INTERIOR LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 189.30 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858 FOUND FOR AN EXTERIOR CORNER OF PALACE STATION SUBDIVISION PHASE I AND AN INTERIOR CORNER OF THIS TRACT.
THENCE: N 81°28'09"W, ALONG THE NORTH LINE OF PALACE STATION SUBDIVISION PHASE I, A DISTANCE OF 328.10 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 FOUND ON THE WEST LINE OF LOT 13 FOR THE WESTERLY SOUTHWEST CORNER OF THIS TRACT.
THENCE: N 08°31'51"E, ALONG THE WEST LINE OF LOT 13, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 98.00 FEET FROM THE SOUTHWEST CORNER OF THE FRANCISCO TREHINO TRACT (A 5.07 ACRE TRACT OUT OF THE EAST HALF OF LOT 13, BLOCK 61, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2868, PAGE 771, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.
THENCE: S 08°31'51"E, ALONG THE WEST LINE OF THE FRANCISCO TREHINO TRACT AND THE WEST LINE OF THE ENCANTACION AGUINALTA TRACT, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED MELDEN & HUNT INC. FOUND AT 130.00 FEET TO THE SOUTH LINE OF SAID HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 EASEMENT, A TOTAL DISTANCE OF 1,085.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.043 ACRES OF LAND MORE OR LESS.

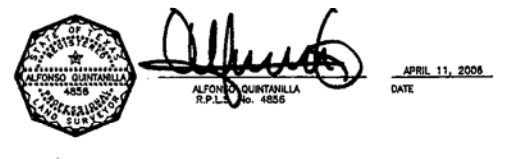
BEARINGS ARE IN ACCORDANCE WITH CAMERON HEIGHTS SUBDIVISION, RECORDED IN VOLUME 37, PAGE 117, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

APRIL 11, 2006
DATE

ALFONSO QUINTANILLA
R.P.L. No. 4858



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. 46.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C. GENERAL PARTNER OF GARCO, LTD. AS OWNER OF THE 25.043 ACRE TRACT OF LAND DISCOMPARSED WITHIN THE PROPOSED PALACE STATION SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE STATEMENTS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

8-15-06
DATE

OWNER:
GARCO, LTD.
BY: RICHARD A. GARZA, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C. GENERAL PARTNER OF GARCO, LTD., proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of September, 2006.

SUSAN J. HEADLEY
Notary Public, State of Texas
My Commission Expires June 28, 2008

Susan J. Headley
SUSAN J. HEADLEY, NOTARY PUBLIC

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS, THE 22nd DAY OF SEPTEMBER, 2006.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT OF WAYS OR EASEMENTS.

Alfonso Quintanilla
PRESIDENT

SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE PALACE STATION SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

Hidalgo County Judge _____ Date _____
ATTEST: _____
Hidalgo County Clerk _____ Date _____

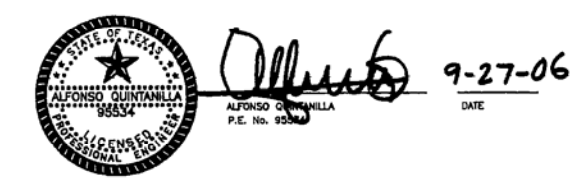
STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock _____ M on _____, and was recorded in Book _____, Sheet(s) _____, the Plat Records of Hidalgo County at _____ o'clock _____ M on _____.

Hidalgo County Clerk

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.



REVISION NOTES			
No.	Sheet	REVISION	Approved

SHEET 1 OF 3			
FILENAME: F:\DATA\SUBD\HID.CO\PALACE STATION SUBD\PHAT.PLAT	DATE PREPARED: 09-11-2006	PREPARED BY: A. QUINTANILLA	CHECKED BY: _____
DATE REVISION: 09-28-06	REVISION BY: _____	CHECKED BY: _____	APPROVED BY: _____

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527



Raul E. Segin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

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

DATE: DECEMBER 19, 2006

RE: RUBEN GUERRA SUBDIVISION – PCT. 3

ON AUGUST 17, 2004, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE COMPLETION OF THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. THE INSPECTION HAS BEEN CONDUCTED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. THE SYSTEM IS IN COMPLIANCE WITH THE OSSF DIVISION REQUIREMENTS.

STAFF RECOMMENDS APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

OFFICIAL RECEIPT FOR FEES

No 0553441



HIDALGO COUNTY PLANNING DEPARTMENT FLOOD CONTROL PROGRAM

RECEIPT

RECEIVED OF: Ruben Dario Guerra \$1,000.00
One thousand and 00/100 DOLLARS

FILE NO. _____ DEVELOPER: _____
SUBDIVISION: Ruben Guerra Sula PCT. NO.: _____

FLOOD CONTROL FEES
010-365-000-00

SUBDIVISION FEES
010-341-400-00

ENGINEERING FEES
PAYABLE
010-202-401-00

BUILDING		
MECHANICAL-ELECTRICAL		
FOUNDATION		
OTHER		

FILING FEE		
INSPECTION FEE		
OTHER <u>Septic</u>	1,000	00

ENGINEERING FEES		
DEFERRED REVENUE		
---229---	---	00
1/2 PAVING DEPOSIT		

TOTAL 1,000.00

M. O. ☐

CHECK ☒ # 7433 CASH ☐

AUDITOR'S FORM - ECPD 001: REV. 5-97

PREPARED BY: [Signature]

Bank of America Advantage

RUBEN DARIO GUERRA
OR MARIA DEL CARMEN GUERRA
DL 00224137 05799681 PH. 585-6617
RT. 20, BOX 1264, 7 MILE LINE & FM 492
MISSION, TX. 78574

7433

35-2/1130 TX
5194

Date 07-26-04

Pay Hidalgo County Planning \$1,000.00
to the order of One thousand and 00/100 Dollars

Bank of America

ACH R/T 111000025

Memo Ruben Guerra Sula Ruben D. Guerra
113000023: 004541782788 7433



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



County of Hidalgo

1304 S. 25th Ave. - Edinburg, TX 78539
Phone: (956) 383-0111 • Fax: (956) 383-7351

On-Site Sewerage Inspection Report

Owner: SSP Partners Permit #: 44412
Address: Ruben Guerra Lot 1 Phone #: _____
Location: 492, 107 No. Bedrooms: Commercial Building
Tank Type: 3-1000 - Concepto

Inside diameter: 4.5"
Inside length of sides: 4.5"
Liquids depth or distance from tank bottom to outlet bottom: 4.7"
Airspace (approximately): 4"
Approximate gallon cap.: 3,000

Drain Field: Trench ☒ Bed: _____ Evapotranspiration: _____
Distance from private well: N/A
Distance from foundation: To tank: 25' To drainfield: 30'
Distance from property line: To tank: 45' To drainfield: 7'
Depth of Trench: 2' 1/2' Width of trench: 3'
Backfill material: Ib: _____ II: ☒ III: _____

Dimensions: 1150 X 5' = 5,750' Sq. Ft.

Gravel: Natural: ☒ Crushed: _____ Washed: _____
Amount: 3 yards, or Tons (per installation)

Pipe: Type: _____ Brand (if known): Infiltrator panels Number of feet: _____

General conditions and Workmanship:

Solid Lines from house schedule 40 and have cleanout	☒ YES	☐ NO
T's installed in tank at least 25% of liquid level	☒ YES	☐ NO
Trench or bed bottom essentially level	☒ YES	☐ NO
Gravel generally consistent 12" depth throughout field <u>panels</u>	☐ YES	☒ NO
Perforated pipe generally level throughout field <u>panels</u>	☐ YES	☒ NO
Porous media uniform (.72-2.0 inches) <u>panels</u>	☐ YES	☒ NO
Inlet and outlet flow clearly marked	☒ YES	☐ NO
Port holes 12" in diameter	☒ YES	☐ NO
Are end caps provided if drainfield not looped	☒ YES	☐ NO
Septic tank sturdy/water-tight	☒ YES	☐ NO
Geo-textile fabric used for the permeable soil barrier	☒ YES	☐ NO
Manufacturer's name address & tank capacity clearly visible	☒ YES	☐ NO

Installer: A. Trevino License No.: 8066

Remarks: _____

Inspector: [Signature] Date: 12/18/06

D.R. Lic. # 20596

AI-1618

11.A.

**Sheriff's STEP--Impaired Driving Mobilization Grant
CC REGULAR**

Date: 12/19/2006
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.

Agenda Item

CAPTION

1. Approval to accept the STEP--Impaired Driving Mobilization (IDM) Grant award from the Texas Department of Transportation in the amount of \$29,985.00.

2. Approval to appropriate budget.

BACKGROUND

The grant will be enforced through overtime hours worked on DWI arrests during the holiday periods of Christmas/New Year's; Spring Break; Independence Day; and Labor Day.

Revenue & Expenditures

FISCAL YEAR: 2006-2007

ACCT. #:

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

No local match is required.

The health and life insurance expenses are to be charged fully to the Sheriff's Account Budget.

Attachments

Link: BUDGET AMENDMENT

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/13/2006 03:58 PM	APRV
2	Dina Trevino	Dina Trevino	12/15/2006 05:01 PM	APRV
3	Mike Escaname	Mike Escaname	12/18/2006 10:00 AM	APRV
4	Becky Morales	Becky Morales	12/18/2006 10:03 AM	APRV
5	Auditor's Office	Becky Morales	12/18/2006 10:03 AM	APRV
6	Budget & Management			NEW
7	Purchasing Department			
8	Auditor's Office			
9	Agenda Coordinator			

Form Started By: Emilia Uriegas

Started On: 12/13/2006 02:07 PM

Final Approval Date:

DATE: December 13, 2006

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: STEP--Impaired Driving Mobilization (IDM)

ACCOUNT NUMBER: 6-1284-421-00-280-029-7

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
6-1284-421-00-280-029-7-131	SO STEP-IDM - Overtime	24,133.00
6-1284-421-00-280-029-7-220	SO STEP-IDM - FICA	1,845.94
6-1284-421-00-280-029-7-230	SO STEP-IDM - Retirement	\$2,152.66
6-1284-421-00-280-029-7-250	SO STEP-IDM - Unemployment Compensation	120.66
6-1284-421-00-280-029-7-260	SO STEP-IDM - Workers' Compensation	1,732.74
TOTAL APPROPRIATIONS		29,985.00

6-1284-334-10-280-029-7-000 STEP--Impaired Driving Mobilization 29,985.00

TOTAL REVENUES **29,985.00**

REASON:

To appropriate budget for the STEP--Impaired Driving Mobilization grant awarded by the Texas Department of Transportation. The grant provides funding for overtime hours and fringe benefits ending 09/30/07.

Note: The health and life insurance expenses are to be charged fully to the Sheriff's Account Budget.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1607

12.A.

Request for new service

CC REGULAR

Date: 12/19/2006

Submitted By: Renan Ramirez, IT DEPARTMENT

Department: IT DEPARTMENT

Agenda Area: Purchasing Department

Agenda Item

CAPTION

Authorize acquisition of Internet data card for JP Pct. 4, PI 1 / Constable Pct. 4 - Data Card

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 6-1242-412-00-060-001-0-534

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 12/14/06 -> \$14,671.33

Attachments

Link: [Data card request](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/14/2006 12:41 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2006 04:03 PM	APRV
3	Dale Kennan	Dale Kennan	12/14/2006 04:48 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:25 PM	APRV
5	Arcy Duran	Arcilia Duran	12/15/2006 05:32 PM	APRV
6	Agenda Coordinator	Monica Badillo	12/15/2006 06:22 PM	APRV

Form Started By: Renan Ramirez

Started On: 12/13/2006 09:27 AM

Final Approval Date: 12/15/2006

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☒ Phone and service (NEW) ☐ User Name Change
☐ Phone and service (Porting/Existing number: 956-____-____) ☐ Delete Service
☐ Plan change ☐ Other_____

(2) Requesting employee/position: Raul Salinas
Employee ID #: 138908 Office: Pct. 4, 1 Const. 4 Budget Acct. #: 1242-412-00-060-001

(3) Type of duties:

☐ Offsite duties ☐ On-call duties ☒ Law Enforcement ☐ Emergency Response ☐ Other:_____

(4) Describe how cell phone will be used: Data access for person's look-up

(5) Anticipated usage in minutes per month (check only one):

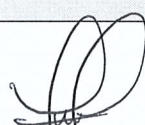
	☐ 400	☐ 1000	☐ 1400	☐ 2000	☐ 3000	☐ 4000	☒ Data Card
Plan Cost	\$42.00	\$59.00	\$76.00	\$91.00	\$133.00	\$165.00	\$85.00

(6) Will phone be used outside of the County of Hidalgo NO. If yes indicate where and how frequently _____

(7) Cell phones come with desktop charger. Additional accessories needed: N/A

Car charger _____ Carrying case _____ Extra battery _____ Other: _____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense _____

Department Head / Elected Official		
	<u>Raul Salinas</u>	<u>12/11/06</u>
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

AI-1647

13.A.

**Audit Reports from Emergency Services Districts
CC REGULAR**

Date: 12/19/2006
Submitted By: Yolanda Agado, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Area: Auditor's Office

Agenda Item

CAPTION

Discussion, consideration, and possible action regarding:
1. Audit Reports from Emergency Services Districts.

BACKGROUND

See Attachment.

Revenue & Expenditures

Attachments

Link: [Agenda Request CC 12-19-2006](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 05:50 PM	APRV
2	Dale Kennan	Dale Kennan	12/15/2006 10:56 AM	APRV
3	Dina Trevino	Dina Trevino	12/15/2006 05:04 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Yolanda Agado

Started On: 12/13/2006 04:36 PM

Final Approval Date:

**COUNTY OF HIDALGO
HIDALGO COUNTY AUDITOR'S OFFICE
COMMISSIONER'S COURT AGENDA REQUEST FORM**

NO. _____

DATE: 12/13/06 MEETING DATE REQUEST: 12/19/06

DEADLINE FOR ACTION: _____ A.S.A.P. CONTACT PERSON: Ray Eufracio, CPA

DEPARTMENT: Hidalgo County Auditor's Office PHONE: (956) 318 - 2511 FAX: (956) 318 - 2577

RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

CAPTION: _____ AGENDA

Discussion, consideration and possible action regarding:

1. Audit Reports from Emergency Services Districts.

BUDGETARY IMPACT: \$ _____

BACKGROUND: *(Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation.)*

Health and Safety Code Section 775.082(b) states that a district shall prepare and file with Commissioner's

Court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's
fiscal accounts and records. Section 775.082 (d) states the commissioners court, on application made to the commissioners
court by the district, may extend up to an additional 30 days the deadline for filing the audit report.

The County Auditor's Office requested that ESD #1,2,3 & 4 submit a copy of their audit report.

ESD #1, 3 & 4 submitted their audit reports. ESD #2 submitted a draft of their audit report, an original audit report will be
submitted once the ESD #2 board accepts the report.

No attachments a copy of submitted reports will be at the County Judge's Office, County Auditor's Office and the County Clerk's Office.

Legal Counsel _____ Budget: _____ Human Resources: _____

Dept./Fund No.: -1100-415-21-170-001-0- Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes _____ No _____

Account Code: _____ Impact on Future Budget: Yes _____ No _____

COMMENTS: _____

ACTION TAKEN BY COMMISSIONER'S COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ DATE DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

AI-1652

14.A.

**Budget Amendment - Pct 1
CC REGULAR**

Date: 12/19/2006

Submitted By: Veronica Ramirez, COMM. PCT. #1

Department: COMM. PCT. #1

Agenda Area: Precinct #1

Agenda Item

CAPTION

Approval of budget amendment - TXDOT FM 1422- \$ 196.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment - Pct #1](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 05:52 PM	APRV
2	Sergio Cruz	Sergio Cruz	12/15/2006 11:29 AM	APRV
3	Purchasing Department	Marty Salazar	12/15/2006 01:06 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:37 PM	APRV
5	Becky Morales	Becky Morales	12/15/2006 02:49 PM	APRV
6	Joy Hsu	Joy Hsu	12/15/2006 03:12 PM	APRV
7	Linda Fong	Becky Morales	12/18/2006 09:09 AM	APRV
8	Agenda Coordinator			NEW

Form Started By: Veronica Ramirez

Started On: 12/13/2006 04:46 PM

Final Approval Date:

ATTEST COUNTY COURT

AI-1627

15.A.

**Interlocal Agreement w/ City of Alton
CC REGULAR**

Date: 12/19/2006
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Agenda Item

CAPTION

Requesting approval of Interlocal Agreement between the County of Hidalgo and the City of Alton.

BACKGROUND

Interlocal Agreement is currently being reviewed by Legal Counsel. A copy of the agreement will be forwarded to Agenda Coordinator.

Interlocal Agreement is for improvements to Trosper Road between 4 Mile Road and 5 Mile Road within the city limits of Alton by providing a new overlay and safety features such as reflectors and new striping.

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1203-431-00-123-005-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$38,184.82 Available Balance as of 12-15-06

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 04:20 PM	APRV
2	Sergio Cruz	Sergio Cruz	12/15/2006 11:48 AM	APRV
3	Purchasing Department	Marty Salazar	12/15/2006 01:00 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:34 PM	APRV
5	Arcy Duran	Arcilia Duran	12/15/2006 05:12 PM	APRV
6	Agenda Coordinator	Monica Badillo	12/15/2006 05:19 PM	APRV
7	Sergio Cruz			PEND

Form Started By: Norma Ceballos

Started On: 12/13/2006 03:28 PM

Final Approval Date:

AI-1617

16.A.7.

Correction on exp. date
CC REGULAR

Date: 12/19/2006

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Requesting approval of a correction to an extension (approved on Commissioners' Court on 05/30/2006) to contract (s) -#C-06-229-05-30 (Frontera Materials, Inc>) and #C-06-229A-05-30 Valley Caliche Products to reflect 12/31/2006 and not 08/02/2007.

B. Requesting approval to exercise the sixty (60) day grace period extension (as provided under current agreement) with Valley Caliche Products (for the provision of Crushed Caliche) while completion the procurement process.

BACKGROUND

Note: Frontera Materials recently exercised it's option to terminate their contract on CC of 12-05-06

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: Precinct 1-4

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

See attached Expense Report

Attachments

Link: [60 day ext.](#)

Link: [Exp Rpt - Obj 673](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/14/2006 01:33 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2006 04:15 PM	APRV
3	Dale Kennan	Dale Kennan	12/15/2006 08:55 AM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:31 PM	APRV
5	Arcy Duran			NEW
6	Agenda Coordinator			

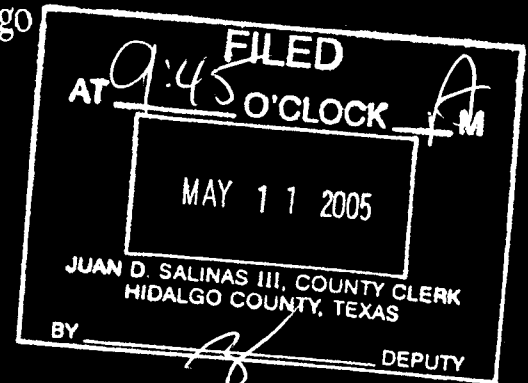
Form Started By: Mary Maldonado

Started On: 12/13/2006 01:45 PM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo



May 3, 2005

Valley Caliche Products

RE: **ADDENDUM NO.1**
FOR BID No.: 2005-123-05-11ROL
"HIDALGO COUNTY AND HIDALGO
COUNTY COLONIA ACCESS
PROGRAM-FLEXIBLE BASE
MATERIAL (CRUSHED CALICHE)"

Dear Respondent:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY AND HIDALGO COUNTY COLONIA ACCESS PROGRAM**" -request for bids for "**FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)**".

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet **LEGAL NOTICE** page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for "**HIDALGO COUNTY AND HIDALGO COUNTY COLONIA ACCESS PROGRAM-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)**".

Thank you for your prompt attention to this matter.

Martha L. Salazar /mm

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:

Mark McSherry

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/rf

Enclosures
100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

MAY 3, 2005

**"HIDALGO COUNTY AND HIDALGO COUNTY COLONIA ACCESS PROGRAM-FLEXIBLE
BASE MATERIAL (CRUSHED CALICHE)"**

BID NO.: 2005-123-05-11ROL

Bid Opening Date: MAY 11, 2005

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 BID SPECIFICATIONS ITEM NO.15

1. Contract Term: The contract will be in effect for a period commencing June 16, 2005 to December 31, 2005 with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

I, MARK MOTHERAL, acknowledge receipt of ADDENDUM NO. 1 dated, May 3, 2005, for RFB-"HIDALGO COUNTY AND HIDALGO COUNTY COLONIA ACCESS PROGRAM-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)", date modifications.

VALLEY CALICHE PRODUCTS, INC.

B4 Mark Motheral

Printed Bidder Name

MARK MOTHERAL

MAY 3, 2005

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR
BID PACKET, IN ORDER TO COMPLETE THE
BID.....**



PURCHASING DEPARTMENT
County Of Hidalgo

May 3, 2005

Frontera Materials

RE: **ADDENDUM NO.1**
FOR BID No.: 2005-123-05-11ROL
"HIDALGO COUNTY AND HIDALGO
COUNTY COLONIA ACCESS
PROGRAM-FLEXIBLE BASE
MATERIAL (CRUSHED CALICHE)"

Dear Respondent:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY AND HIDALGO COUNTY COLONIA ACCESS PROGRAM"** -request for bids for **"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE) "**.

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet **LEGAL NOTICE** page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us **VIA FAX AT (956) 318-2629**.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY AND HIDALGO COUNTY COLONIA ACCESS PROGRAM-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"**.

Thank you for your prompt attention to this matter.

Martha L. Salazar /mm

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:

Long M. Galt

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/tf

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

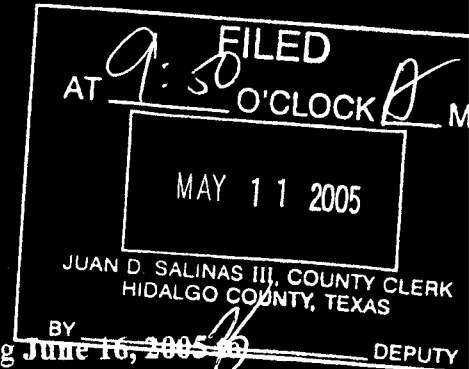
ADDENDUM NO. 1

MAY 3, 2005

"HIDALGO COUNTY AND HIDALGO COUNTY COLONIA ACCESS PROGRAM-FLEXIBLE
BASE MATERIAL (CRUSHED CALICHE)"

BID NO.: 2005-123-05-11ROL

Bid Opening Date: MAY 11, 2005



PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 BID SPECIFICATIONS ITEM NO.15

1. Contract Term: The contract will be in effect for a period commencing ~~June 16, 2005~~ December 31, 2005 with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

I, Barry M Ehlinger, acknowledge receipt of ADDENDUM NO. 1 dated, May 3, 2005, for RFB-"HIDALGO COUNTY AND HIDALGO COUNTY COLONIA ACCESS PROGRAM-FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)", date modifications.

Barry M. Ehlinger / Frontera Materials, Inc. MAY 3, 2005
Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR
BID PACKET, IN ORDER TO COMPLETE THE
BID.....

Run Date 12/15/06 08:51 AM

Hidalgo County

Page No 1

For 01/01/06 - 01/31/07

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
6-1100-432-00-121-001-0-673	SANITATION PCT.1-ROAD MATERIAL	.00	.00	.00	.00	.00	.00
6-1100-432-00-122-001-0-673	SANITATION PCT.2-ROAD MATERIAL	.00	.00	.00	.00	.00	.00
6-1100-432-00-123-001-0-673	SANITATION PCT.3-ROAD MATERIAL	6,000.00	1,402.73	3,597.27	3,597.27	1,000.00	83.33
1100 GENERAL FUND		6,000.00	1,402.73	3,597.27	3,597.27	1,000.00	83.33
6-1201-431-00-121-005-0-673	PCT.1 P/U RD-ROAD MATERIAL	284,731.06	39,868.74	240,219.53	240,219.53	4,642.79	98.37
6-1201-431-00-121-007-0-673	PCT.1 LATERAL ROAD-ROAD MATERIAL	2,097.58	.00	.00	.00	2,097.58	.00
1201 R&B PRECINCT NO.1		286,828.64	39,868.74	240,219.53	240,219.53	6,740.37	97.65
6-1202-431-00-122-006-0-673	PCT.2 P/U RD-ROAD MATERIAL	67,432.21	10,891.16	39,209.94	39,209.94	17,331.11	74.30
1202 R&B PRECINCT NO.2		67,432.21	10,891.16	39,209.94	39,209.94	17,331.11	74.30
6-1203-431-00-123-005-0-673	PCT.3 P/U RD-ROAD MATERIAL	472,752.29	37,227.20	293,979.49	293,979.49	141,545.60	70.06
1203 R&B PRECINCT NO.3		472,752.29	37,227.20	293,979.49	293,979.49	141,545.60	70.06
6-1204-431-00-124-007-0-673	PCT.4 P/U RD-ROAD MATERIAL	108,210.34	27,443.32	74,518.86	74,518.86	6,248.16	94.23
1204 R&B PRECINCT NO.4		108,210.34	27,443.32	74,518.86	74,518.86	6,248.16	94.23
6-1213-452-00-123-008-0-673	PARKS PCT.3-ROAD MATERIAL	350.00	.00	.00	.00	350.00	.00
1213 PARKS PRECINCT NO.3		350.00	.00	.00	.00	350.00	.00
6 YEAR		941,573.48	116,833.15	651,525.09	651,525.09	173,215.24	81.60

AI-1622

16.A.8.

**Purchasing
CC REGULAR**

Date: 12/19/2006
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Item

CAPTION

A. Requesting authority to purchase computer equipment and peripherals from IBM through TXMAS Contract # 3-70030 program for requisition #101145 (I.T. Dept.) for a total of \$14,132.00.

B. Requesting authority to purchase computer equipment and peripherals from CDW through State of Texas DIR program for Requisition #101148 (District Attorney) in the total amount of \$20,480.00

BACKGROUND

Note: Department will be utilizing discretionary funds to procure the above captioned items. Attorney General Opinion No. JM-967 attached hereto.

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1334-415-00-200-004-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding available for requisition # 101145.

FISCAL YEAR: **ACCT. #:** 6-1222-412-00-080-006-0-665
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding available for requisition #101148.

FISCAL YEAR: **ACCT. #:** 6-1223-412-00-080-007-0-665
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding available for requisition #101148.

Attachments

Link: [Purchasing](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2006 05:58 PM	APRV
2	Dale Kennan	Dale Kennan	12/14/2006 08:36 AM	APRV
3	Purchasing Department	Marty Salazar	12/14/2006 12:57 PM	APRV
4	Auditor's Office	Janie Lozano	12/15/2006 07:47 AM	APRV
5	Janie Lozano	Janie Lozano	12/18/2006 07:48 AM	APRV
6	Linda Fong	Becky Morales	12/18/2006 09:35 AM	APRV
7	Agenda Coordinator			NEW

Form Started By: Priscilla Torres **Started On:** 12/13/2006 02:30 PM

Final Approval Date:

Requisition

Req # 00101145

PO #

Date: 12/07/06

Bill To: x
x

Vendor : 224243
IBM CORPORATION
P.O. BOX 676673
DALLAS TX 75267-6673

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSER, 1ST FL
EDINBURG TX 78539

Contact: STEPHANIE
956-292-7010

Contract No:

Special Instructions:

REQ. NO: 120706-1

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	AS PER STATE OF TEXAS APPROVAL TXMAS-3-70030 CONTRACT SOFTWARE IS NEEDED FOR DISASTER RCOVERY PLAN TO PREVENT THE COMPLETE LOSS OF FINANCIAL INFORMATION LDRPS EZ 1 CONCURRENT USER Account No _____ 6-1334-415-00-200-004-0-747 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	14,132.00 <u>Encumbrance</u> 14,132.00 Freight .00 Total 14,132.00	14,132.00

TXMAS

Authorized By: _____

**AN IBM BUSINESS CONTINUITY AND RECOVERY SERVICES
STATEMENT OF WORK
FOR**

Hidalgo County IT Department

submitted by

IBM

9229 Delegates Row, Suite 500

Indianapolis, IN 46240

December 13, 2006

The information in this Statement of Work shall not be disclosed outside the Hidalgo County IT Department organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Statement of Work. If a contract is awarded to IBM as a result of or in connection with the submission of this Statement of Work, Hidalgo County IT Department shall have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of Hidalgo County IT Department to use information contained in the Statement of Work if it is obtained from another source without restriction.

IBM Responsibilities

Description: IBM will deliver and can assist with implementation and training for up to eight (8) hours for the following Strohl products:

- **LDRPS™ EZ**



Create thorough actionable business continuity plans quickly and easily with LDRPS. Available in a version to fit any organizations' planning needs and computing environment, LDRPS is the global standard in continuity planning software. LDRPS 10 is available in a License or OnDemand version.

Software	Hidalgo Co. Price
LDRPS EZ 1 Concurrent Users	\$14,132.00
3-Year Maintenance	\$0.00
3-year Total Investment	\$14,132.00

Charges

IBM will provide the above Services at a fixed price of \$14,132. Price includes three years of maintenance at no additional charge.

Applicable federal, state and local taxes are not included in these charges.

Invoices are due upon receipt.



Signature Page

We agree to provide the Services described in this SOW provided you accept this SOW, without modification, by signing in the space below on or before **December 31, 2006**.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Statement of Work and 2) the IBM Customer Agreement, as applicable (or any other equivalent agreement signed by both of us).

Agreed to:

Hidalgo County IT Department

By _____

Authorized Signature

Date

Authorized Name

(Print) _____

Customer Name:

Hidalgo County IT Department

Customer Number: 4264676

Customer Address: 100 N. Closner Blvd.
Edinburg, TX 78541-3563

Agreed to:

International Business Machines Corporation

By _____

Authorized Signature

Date

Authorized Name

(Print) _____

IBM Customer Agreement Number: HQ12291

Statement of Work Number:

IBM Office Number: JHK

IBM Office Address:

IBM Corporation
9229 Delegates Row
Indianapolis, IN 46240



U.S. Department of Justice

Office of Justice Programs

Office of the Comptroller

JUN 08 2006

Washington, D.C. 20531

RECEIVED JUN 13 2006

Mr. Ray Eufracio, CPA
County Auditor
County of Hidalgo
100 E. Cano, 3rd Floor
Edinburg, TX 78539

Dear Mr. Eufracio:

Your audit report for the fiscal year ended December 31, 2002, was forwarded to the Office of Justice Programs by the U.S. Department of Justice, Office of the Inspector General, Dallas Regional Audit Office, in compliance with requirements outlined in Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The report disclosed **one** recommendation and **no** questioned costs. In order to close this audit report, it is required that you address the following recommendation.

1. **Disaster Recovery Plan (Page 274)**

Hidalgo County must provide a copy of its formal disaster recovery plan which will prevent the complete loss of financial information, by ensuring the continuity of data processing services in the event of a disaster.

The corrective action plan should include the following elements for the recommendation:

1. The name and number of the contact person responsible for the corrective action plan.
2. Specific steps taken to comply with the recommendation.
3. Timetable for performance and/or implementation dates for the recommendation.
4. Description of monitoring to be conducted to ensure implementation.

Please note that Federal grant recipients are responsible for ensuring that findings related to the independent audits of Federal funds are closed in a timely manner. The Office of Justice Programs and the Office of the Inspector General are prepared to provide technical assistance, if requested. Grantees who are not in compliance with Federal requirements may be subject to administrative action such as withholding of funds or non-certification of new grant awards.

Please provide this matter your immediate attention and forward a response to me no later than 30 days from the date of this letter at the following address:

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller
Grants Financial Management Division
Attention: Andrea McIntosh
810 7th Street, NW
Washington, DC 20531

Thank you in advance for your cooperation. If you have any questions, please feel free to contact me at 202-616-2905.

Sincerely,



 Andrea McIntosh
Staff Accountant
Grants Financial Management Division

cc: Robert J. Kaufman
Regional Audit Manager
Dallas Regional Audit Office
TO-80-06-018

Maria Pressley
Audit Liaison
Bureau of Justice Assistance

Cynthia Bowie
Assistant Director, Audit Liaison Division
Office of Community Oriented Policing Services

Requisition

Req # 00101148

PO #

Date: 12/07/06

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
80	EACH	968622 HP L1940T MONITORS	256.00	20,480.00
		<u>Account No</u>	<u>Encumbrance</u>	
		6-1222-412-00-080-006-0-665	13,681.97	
		6-1223-412-00-080-007-0-665	6,798.03	
			Freight	.00
			Total	20,480.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		*Discretionary funds - AG Opinion No. 3M 967 (Attached)		

DIR

Authorized By: _____

*21552 Office of the Attorney General
State of Texas

Opinion No. JM 967
October 20, 1988

Re: Competitive bidding requirements on items
purchased with funds under article 53.08, now section
102.007, of the Texas Code of Criminal Procedure
(RQ-1504)

Mr. Stephen F. Austin, C.P.A.
Hidalgo County Auditor
Hidalgo County Courthouse
Edinburg, Texas 78539

Dear Mr. Austin:

You ask whether expenditures from the so-called
"hot check fund" provided for by article 102.007 of the
Code of Criminal Procedure are subject to the
competitive bidding and competitive proposal
requirements generally applicable to county purchases
pursuant to sections 262.021 et seq. of the Local
Government Code.

Article 102.007 provides for the collection by a
county attorney, district attorney, or criminal district
attorney of a fee in connection with the collection or
processing by his office of a check or similar sight
order if the check had been issued or passed in a
manner constituting one of the offenses enumerated in
that article. Subdivision (e) of article 102.007 provides
with respect to the disposition of such fees as follows:

Fees collected under this article shall be
deposited in the county treasury in a special fund to
be administered by the county attorney, district
attorney, or criminal district attorney. Expenditures
from this fund shall be at the sole discretion of the
attorney and may be used only to defray the salaries
and expenses of the prosecutor's office, but in no
event may the county attorney, district attorney, or
criminal district attorney supplement his own salary
from this fund. (Emphasis added.)

Attorney General Opinion MW-439 (1982), dealt
with the same question and concluded that since the
competitive bidding provisions (then articles 2368a
and 1659a) require the commissioners court to
administer the procedure and to reject bids or award
contracts to the lowest responsible bidders, those
provisions could not apply to purchases from the "hot
check" fund which are made "at the sole discretion of
the attorney."

You point to the statement in a later opinion,
Attorney General Opinion JM-313 (1985), that the
"attorney must administer the fund within the confines
of laws applicable to the use of county funds," and
suggest that that opinion may have implicitly overruled
the conclusion of MW-439 with respect to the
applicability of the competitive bidding and proposal
requirements to purchases from the "hot check" fund.

We disagree. Attorney General Opinion JM-313
simply pointed out that although expenditures from the
"hot check" fund were not subject to commissioners
court approval, the fund was generally subject to
statutes regulating the handling of county moneys,
citing Attorney General Opinions MW-188 (1980)
("hot check" fund subject to county auditor's power to
prescribe accounting and control procedures for
making deposits and disbursements), and MW-584
(1982) ("hot check" fund subject to various reporting
requirements applicable to county funds).

We find no conflict between JM-313 and MW-439.
We adhere to the rationale of MW-439 that to subject
"hot check" fund expenditures to the competitive
bidding requirements would place ultimate control of
these expenditures in the commissioners court which
"could, for example, refuse to accept any or all bids in
a particular instance and thus interfere with the
exclusive right of the designated individuals to
administer the fund and to determine when, for what
purposes, and under what circumstances expenditures
will be made from it." Attorney General Opinion
MW-439 (1982), at 6. Such a result would be contrary
to the express provision of section 102.007 of the
Local Government Code that "[e]xpenditures from this
fund shall be at the sole discretion of the attorney."

Though they have undergone subsequent
amendment and codification we find nothing in the
current provisions of state law regulating these matters
which changes the conclusion we reached in MW-439.

* We therefore reaffirm the conclusion of MW-439
that expenditures from the "hot check" fund are not
subject to the competitive bidding requirements. ~~OK~~

SUMMARY

Attorney General Opinion JM-313 (1985) did not
overrule
Attorney General Opinion MW-439 (1982).
Expenditures from
the "hot check" fund created under Local Government
Code section 102.007

are not subject to the competitive bidding
requirements
generally applicable to county purchases.

Very truly yours,

*21553 Jim Mattox

Attorney General of Texas

Mary Keller

First Assistant Attorney General

Lou McCreary

Executive Assistant Attorney General

Judge Zollie Steakley

Special Assistant Attorney General

Rick Gilpin

Chairman, Opinion Committee

Prepared by

William Walker

Assistant Attorney General

AI-1661

16.A.9.

**Off Premises Storage, Records Management, Pickup & Delivery Services-Hidalgo County
CC REGULAR**

Date: 12/19/2006
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Item

CAPTION

A. Requesting authority for the County to exercise the sixty (60) grace period under the current contract with Lone Star Shredding & Document Storage for "Off Premises Storage, Records Management, Pickup & Delivery Services at the end of the contract term for unforeseen delays in the award of the new bid for the next contract term under the same rates/fees, terms and conditions **or, in the alternative,**

B. Requesting authority for the County to exercise the one (1) year option to extend the current contract (as permitted under the current agreement which includes the second year rates attached hereto) with Lone Star Shredding & Document Storage for "Off Premises Storage, Records Management, Pickup & Delivery Services.

BACKGROUND

Bid Page (Option 2)
Contract Page 4

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** 6-1238-415-40-180-004-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 12/15/06 -> 9456.00 Original budget for 2006 was 45000.00.

FISCAL YEAR: 2006 **ACCT. #:** 6-1238-412-00-090-003-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 12/15/06 -> 1000.00. Original budget for 2006 was 157036.00.

FISCAL YEAR: 2006 **ACCT. #:** 6-1291-412-00-270-002-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 12/15/06 -> 500.02. Original budget for 2006 was 3500.00.

Attachments

Link: [records storage](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 05:56 PM	APRV
2	Dale Kennan	Dale Kennan	12/15/2006 10:50 AM	APRV
3	Purchasing Department	Marty Salazar	12/15/2006 01:08 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:39 PM	APRV
5	Arcy Duran			NEW
6	Agenda Coordinator			

Form Started By: Olga Montero **Started On:** 12/14/2006 11:33 AM
Final Approval Date:

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company **Lone Star Shredding & Document Storage, LTD.
Attn: David C. Parsley, Vice President of Marketing
1970 W Expressway 83
Mercedes, Texas 78570**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

BID TABULATION GRID

BID NO.: 2005-311-09-21

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP & DELIVERY SERVICES"
HIDALGO COUNTY DISTRICT CLERK'S OFFICE, COUNTY CLERK'S OFFICE, PURCHASING DEPARTMENT & VARIOUS OTHER COUNTY DEPARTMENTS

BIDDER NO. 1: THE LONE STAR SHREDDING & DOCUMENT STORAGE, LTD.

BIDDER NO. 1: THE LONE STAR SHREDDING & DOCUMENT STORAGE, ETC.

HIDALGO COUNTY DISTRICT CLERK'S OFFICE			
	BID PRICE	MONTHLY	ANNUAL
OPTION NO. 1 CURRENT RECORDS INVENTORY	\$156,036.00	\$13,003.00	\$156,036.00
OPTION NO. 2 ADDITIONAL ONE (1) YEAR RENEWAL	\$171,636.00	\$14,303.00	\$171,636.00
OPTION NO. 3 BID PRICE FOR STORAGE BOXES	\$2.20 10" x 12"x15" Standard Heavy Duty Corrugated Box		

HIDALGO COUNTY CLERK'S OFFICE			
	BID PRICE	MONTHLY	ANNUAL
OPTION NO. 1 CURRENT RECORDS INVENTORY	\$35,280.00	\$2,940.00	\$35,280.00
OPTION NO. 2 ADDITIONAL ONE (1) YEAR RENEWAL	\$38,808.00	\$3,234.00	\$38,808.00
OPTION NO. 3 BID PRICE FOR STORAGE BOXES	\$2.20 10"x12"x15" Standard Heavy Duty Corrugated Box		

HIDALGO COUNTY PURCHASING DEPARTMENT	
	BID PRICE / PRICE
OPTION NO. 1 CURRENT RECORDS INVENTORY	\$0.53 per standard box per month
	\$1.06 per legal size box per month
OPTION NO. 2 ADDITIONAL ONE (1) YEAR RENEWAL	\$0.58 per standard size
	\$1.16 per legal size
OPTION NO. 3 BID PRICE FOR STORAGE BOXES	\$2.20 Standard Heavy Duty Corrugated Box

* YEARLY TOTAL BASED ON YEAR 2004 INVENTORY FIGURES AND ASSUMPTION FROM VENDOR'S BID SUBMITTED (INASMUCH AS A "TURNKEY" MONTHLY / YEARLY TOTALS AS REQUIRED BY THE COUNTY).

AI-1591

16.A.10.

**Light Fixtures Maintenance-Precinct #3
CC REGULAR**

Date: 12/19/2006
Submitted By: Juan Tapia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Agenda Item

CAPTION

Recommending of bid award and approval of contract (subject to legal review) to sole quote received meeting all requirements as attached hereto for: "**Light Fixtures Maintenance**" **RFSQ** (6-404)

BACKGROUND

Memorandum from Commissioner Joe M. Flores with recommendations
Bid Form
Specifications
Service DRAFT Contract

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1203-431-00-123-004-0-439

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

BUDGETARY IMPACT:

Auditor's recommend use of object code 439. Account will be created and funded via transfer (as per Juan T. @ purchasing)

Attachments

Link: [Light Fixtures Maintenance](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2006 02:52 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2006 01:27 PM	APRV
3	Dale Kennan	Dale Kennan	12/13/2006 01:33 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:23 PM	APRV
5	Arcy Duran			PEND
6	Agenda Coordinator			

Form Started By: Juan Tapia

Started On: 12/12/2006 01:32 PM

Final Approval Date:

COUNTY *of* HIDALGO

Joe M. Flores

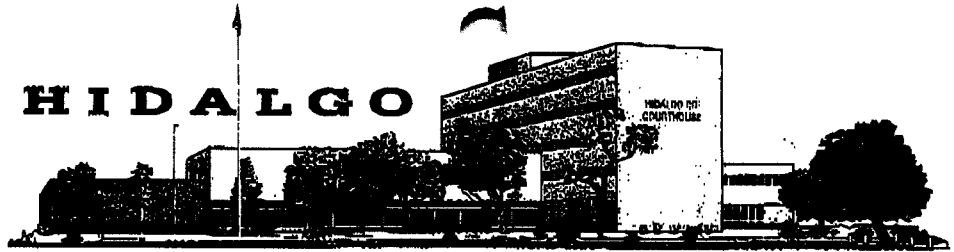
County Commissioner, Pct. No. 3

P.O. Box 607

Mission, Texas 78573

Office: (956) 585-4509

Fax: (956) 585-2375



EDINBURG, TEXAS 78539

MEMORANDUM

TO: Juan M. Tapia, Buyer
Hidalgo County Purchasing Department

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3 *[Signature]*

DATE: December 7, 2006

RE: Bid Award/Recommendation
Light Fixtures Maintenance

After reviewing the bid tabulation sheet on the above-mentioned project, I am recommending awarding the bid to the sole bidder.

Please include my recommendation as part of the agenda for the next Commissioner Court meeting.

If you should have any questions or require additional information, please do not hesitate to contact me at (956)585-4509.

HIDALGO COUNTY -
"LIGHT FIXTURES MAINTENANCE"
RFSQ NO. 2006-404-11-15-VGG

BID PAGE

(EXHIBIT "B")

Item	Qty	Description	Unit Cost
01.		LANE CLOSURE	\$ 5,000.00 per Unit
02.		REMOVE AND REPLACE LUMINAIRE FIXTURES	\$ 425.00
03.		REPLACE WIRE AND FUSES	\$ 350.00
04.		REMOVE AND REPLACE PHOTO CELLS	\$ 95.00
05.		REMOVE AND REPLACE LAMPS	\$ 125.00
06.		REMOVE AND REPLACE BALLASTS	\$ 275.00
		SEE ATTACHED SPECIFICATIONS FOR GENERAL REQUIREMENTS	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaires, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole \$ 2,500.00

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole \$ 525.00

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common:	\$ <u>1.75</u>	Per foot
Rocky:	\$ <u>2.75</u>	Per foot

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	\$ 35.00
b.	Electrician	\$ 30.00
c.	Operator	\$ 25.00
d.	Ground Men/ Labor	\$ 15.00
e.	12 Ton 56" JLG Crane	\$ 150.00
f.	4 Ton 46' Nat'l Crane with Bucket	\$ 125.00
g.	Altec AM 660 Bucket 40'	\$ 100.00
h.	Hi Ranger TDI 65 55'	\$ 125.00
i.	30 HP 360 Case Trencher/ Backhoe	\$ 110.00
j.	6010 Case Directional Drill up to 4" inch	\$ -----
k.	6010 Case Directional Drill up to 8" inch	\$ -----
l.	Water Truck with Mud System	\$ -----
m.	Dump Truck	\$ -----
n.	1 Ton Pick up with Tools	\$ 40.00
o.	Generator	\$ 100.00
p.	Compressor	\$ 80.00
q.	Digger Derrick	\$ 150.00
r.	Vacuum Excavator	\$ -----

SPECIFICATIONS

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.
2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.
3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.
4. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.
5. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.
6. **BIDDER QUALIFICATIONS:** Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.
7. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an "as needed basis only".
8. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.
9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.
10. The following price schedule will be utilized throughout the agreement period to pay for services.
11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.
12. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.
13. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.
14. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

CLARIFICATION: Traffic control is to be included in all costs quotes and in accordance with item 13 below. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

HIDALGO COUNTY -
"LIGHT FIXTURES MAINTENANCE"
RFSQ NO. 2006-404-11-15-VGG
NOVEMBER 15, 2006

GENERAL TERMS AND CONDITIONS

The County of Hidalgo is seeking for sealed quotes for: **"LIGHT FIXTURES MAINTENANCE"** to be awarded based on a monthly fee. The term of the sealed quote shall be for a period of one year to commence upon award, but in no event to exceed the statutory bid limit of \$25,000.0 a year.

Sealed quotes are due by no later than, 3:00 p.m., Wednesday, November 15, 2006.

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road) to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994+00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 1/2 Rd.) Circuits E, F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and slightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

Hidalgo County reserves the right to accept or reject sealed quotes submitted, waive minor formalities, accept the bid deemed most advantageous to Hidalgo County to hold sealed quotes for a period of sixty (60) days without taking action thereon.

In cases of discrepancy between unit price and extension, the unit price shall govern.

The bidder who is awarded will ensure that all insurance documentation (see Exhibit "C") will be submitted to the Hidalgo County Purchasing Department at the time of sealed quote submission. Bonding and worker's compensation documentation shall also be provided to the Hidalgo County Purchasing Department for qualification of sealed quote. Unless all insurance documentation is submitted, sealed quote will not be considered.

COMPANY NAME:	Lumatec Lighting Service
ADDRESS:	P O Box 2225
CITY/STATE/ZIP CODE:	McAllen Texas 78502-2225
PHONE/ FAX NUMBER:	1-956-664-1854 / 1-956-664-9981
CONTACT PERSON:	Victor T. Rios

HIDALGO COUNTY (PALMVIEW)

PROJECT (CS))	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

HIDALGO COUNTY (MID VALLEY)

PROJECT (CS))	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-00-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for _____ "the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, 20____, and ending on _____, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below.

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be perform able in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2006.

COUNTY OF HIDALGO

By: Ramon Garcia, County Judge

ATTEST:

J. D. Salinas, III, County Clerk

COMPANY:

By:

Printed Name:

Title:

AI-1604

16.A.11.

60 day extention

CC REGULAR

Date: 12/19/2006

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting approval to exercise the sixty (60) days grace period extension (as provided under the current contract) with Kone, Inc. for "Elevator Maintenance & Repair Services" while completion of the procurement process.

BACKGROUND

Sixty (60) days grace period extention under the same rate, terms and conditions

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/14/2006 12:41 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2006 03:00 PM	APRV
3	Auditor's Office	Linda Fong	12/15/2006 01:23 PM	APRV
4	Agenda Coordinator	Monica Badillo	12/15/2006 05:20 PM	APRV

Form Started By: Mary Maldonado

Started On: 12/13/2006 08:03 AM

Final Approval Date: 12/15/2006

AI-1635

16.A.12.

Request for Payment Invoice 6199 & 6256

CC REGULAR

Date: 12/19/2006

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance, and approval for Request of Payment Invoice No. 6203 in the amount of \$707.64 and Invoice No. 6256 in the amount of \$183.75 from L&G Engineering Lab. LLC, awarded contractor for material testing engineering services for "New Adult Probation Facility", and certified for payment by project architect, Rike Ogden Figueroa Allex Architects. C-06-096-12-20

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1301-423-20-320-017-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 566134 has \$21,973.30 available as of 12/15/06

Attachments

Link: [L&G Engineering Invoices](#)

Confidential documents are indicated with a (c).

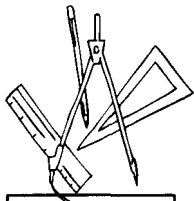
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/14/2006 12:59 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2006 05:40 PM	APRV
3	Dale Kennan	Dale Kennan	12/15/2006 09:49 AM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:35 PM	APRV
5	Arcy Duran			NEW
6	Agenda Coordinator			

Form Started By: Rocio Villarreal

Started On: 12/13/2006 04:00 PM

Final Approval Date:



L&G Engineering Laboratory, LLC

2100 W. Expressway 83
Mercedes, Tx 78570
(956) 565-0760 • Fax (956) 565-6746

Invoice #

6256

Date

11/21/2006

Bill To

County of Hidalgo
Administration Building
100 E. Cano Street, 4th Floor
Edinburg, Tx 78539

Re:

New Adult Probation Facility
(Project # C-05-007-0802)
(L&G Contract # C-05-299-08-16)
P.O. #566134
10/20 thru 11/17/06

Project Number

Report Number

Rep

Due Date

L114502

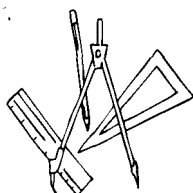
R171 thru R173

RG

12/11/2006

Quantity	Item Code	Description	Price Each	Amount
1	92034	R171 10/20/06 Comp. Strength of Cyl. Specimen(Ea.)	13.15	13.15
0.25	94050	Eng. Tech. (Concrete)(Hr.)	50.25	12.56
1	95061	Test Report(Ea.)	17.50	17.50
2	92038	R172 11/6/06 Grout Compressive Strength Test	27.35	54.70
0.5	94050	Eng. Tech. (Concrete)(Hr.)	50.25	25.13
1	95061	Test Report(Ea.)	17.50	17.50
1	92034	R173 11/17/06 Comp. Strength of Cyl. Specimen(Ea.)	13.15	13.15
0.25	94050	Eng. Tech. (Concrete)(Hr.)	50.25	12.56
1	95061	Test Report(Ea.)	17.50	17.50
		~~621208~~		
6-1301-423-20-320-017-0-720			Total	\$183.75

L&G Engineering appreciates the opportunity to serve
your material testing needs.



L&G Engineering Laboratory, LLC

2100 W. Expressway 83
Mercedes, Tx 78570
(956) 565-0760 • Fax (956) 565-6746

Invoice

6203

Date

10/17/2006

Bill To

County of Hidalgo
Administration Building
100 E. Cano Street, 4th Floor
Edinburg, Tx 78539

Re:

New Adult Probation Facility
Construction Materials Testing
(L&G Contract #C-06-096-12-20)
PO #556134
9/22 thru 10/16/06

Project Number

L114502

Report Number

R167 thru R170

Rep

RG

Due Date

11/10/2006

Quantity	Item Code	Description	Price Each	Amount
		R167 9/22 & 9/23/06		
1	92033	Air Content (pressure Method)(Ea.)	19.65	19.65
4	92035	Cyl. Specimen Prep./Hold/Cure(Ea.)	9.85	39.40
4	94050	Eng. Tech. (Concrete)(Hr.)	50.25	201.00
80	95058	Vehicle Trip Charge (Miles)(Mi.)	0.41	32.80
1	95061	Test Report(Ea.)	17.50	17.50
		R168 7/29/06		
2	92034	Comp. Strength of Cyl. Specimen(Ea.)	13.15	26.30
0.25	94050	Eng. Tech. (Concrete)(Hr.)	50.25	12.56
1	95061	Test Report(Ea.)	17.50	17.50
		R169 10/9 & 10/10/06		
1	92033	Air Content (pressure Method)(Ea.)	19.65	19.65
4	94050	Eng. Tech. (Concrete)(Hr.)	50.25	201.00
80	95058	Vehicle Trip Charge (Miles)(Mi.)	0.41	32.80
1	95061	Test Report(Ea.)	17.50	17.50
		R170 10/16/06		
1	92038	Grout Compressive Strength Test	27.35	27.35
0.5	94050	Eng. Tech. (Concrete)(Hr.)	50.25	25.13
1	95061	Test Report(Ea.)	17.50	17.50
			Total	\$707.64

L&G Engineering appreciates the opportunity to serve your material testing needs.



rike
ogden
figueroa
allex

December 12, 2006

Mrs. Rocio Villarreal
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor – Administration Building
Edinburg, Texas 78539

Re: L & G Engineering Laboratory Contract#: C-06-096-12-20
New Adult Probation Facility
At Former Site of Hidalgo County Sheriff's
Department and Jail for
Hidalgo County, Texas

Dear Mrs. Villarreal:

The enclosed L & G Engineering Laboratory Test reports and invoices have been reviewed with Hinojosa Engineering and L& G. We recommend payment to L & G. If you have any questions or need clarification please call me.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

A handwritten signature in cursive script, reading "Luis A. Figueroa".

Luis A. Figueroa, AIA
Principal

LF/dt

AI-1642

16.A.13.

**Lexis Nexis
CC REGULAR**

Date: 12/19/2006

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting approval of execution for agreement (s) for the "Online Research Services" (approved on CC on 3-14-06) as requested by contracted vendor, Lexis Nexis, to reflect that all agreements will be merged to one account with authority for County Judge to execute document.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1242-412-00-060-001-0-534

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

JP's Acct

FISCAL YEAR: 2006

ACCT. #: 6-1100-415-00-200-002-0-534

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

All Other Depts

FISCAL YEAR: 2006

ACCT. #: 6-1223-412-00-080-007-0-534

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

DA's Acct

FISCAL YEAR: 2006

ACCT. #: 6-1100-412-00-080-002-0-534

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

DA's Acct.

FISCAL YEAR: 2006

ACCT. #: 6-1100-412-00-001-001-0-534

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

92nd D.C. Acct

FISCAL YEAR: 2006

ACCT. #: 1100-412-00-006-001-0-534

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

332nd D.C. Acct

FISCAL YEAR: 2006

ACCT. #: 6-1100-412-00-008-001-0-534

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

389th D.C. Acct

FISCAL YEAR: 2006

ACCT. #: 6-1100-421-00-280-001-0-534

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Sheriff's Dept. Acct

FISCAL YEAR:

ACCT. #: Various

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

See attached expense report

Attachments

Link: [Lexis Nexis](#)

Link: [Exp Rpt - Obj 534](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/14/2006 01:00 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2006 05:48 PM	APRV
3	Dale Kennan	Dale Kennan	12/15/2006 10:14 AM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:36 PM	APRV
5	Arcy Duran			NEW
6	Agenda Coordinator			

Form Started By: Rocio Villarreal

Started On: 12/13/2006 04:23 PM

Final Approval Date:

**SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT****"Subscriber":** Hidalgo County Jp Technology**"LN":** LexisNexis, a division of Reed Elsevier Inc.

In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
124ZV1	Edinburg, TX

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 9 users (judges, government professionals and total number of attorneys) in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the number of users, in which case LN may, in its sole discretion, increase or decrease the Monthly Commitment (defined in Section 5.1 below) upon at least 30 days prior written notice to Subscriber. If the Monthly Commitment is increased as a result of a change in the number of users in Subscriber's organization, Subscriber may, within 90 days following notice of such increase, terminate this Amendment upon at least 10 days prior written notice to LN; otherwise this Amendment will remain in effect. Upon the request of LN, Subscriber will recertify to the current total number of users.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be

subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) Law Enforcement Solutions Page	WSPRO4	
(b)		
(c)		
(d)		
(e)		
☐ See attached Rider No. 1 for additional Preferred Pricing Materials		

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	10/2006	to 08/31/2007	\$ 625
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

(initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until _____. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY JP TECHNOLOGY

SUBSCRIBER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

"Subscriber": Hidalgo County Constables**"LN":** LexisNexis, a division of Reed Elsevier Inc.

In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
TBD	Edinburg, TX

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 10 users (judges, government professionals and total number of attorneys) in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the number of users, in which case LN may, in its sole discretion, increase or decrease the Monthly Commitment (defined in Section 5.1 below) upon at least 30 days prior written notice to Subscriber. If the Monthly Commitment is increased as a result of a change in the number of users in Subscriber's organization, Subscriber may, within 90 days following notice of such increase, terminate this Amendment upon at least 10 days prior written notice to LN; otherwise this Amendment will remain in effect. Upon the request of LN, Subscriber will recertify to the current total number of users.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be

subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	Law Enforcement Solutions Page	WSPRO4	
(b)			
(c)			
(d)			
(e)			
☐ See attached Rider No. 1 for additional Preferred Pricing Materials			

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	10/2006	to 08/31/2007	\$ 500
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

(initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until February 28, 2006. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY CONSTABLES

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

"Subscriber": Hidalgo County Clerk-LESP**"LN":** LexisNexis, a division of Reed Elsevier Inc.

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This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
129D6F	Edinburg, TX

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 7 users (judges, government professionals and total number of attorneys) in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the number of users, in which case LN may, in its sole discretion, increase or decrease the Monthly Commitment (defined in Section 5.1 below) upon at least 30 days prior written notice to Subscriber. If the Monthly Commitment is increased as a result of a change in the number of users in Subscriber's organization, Subscriber may, within 90 days following notice of such increase, terminate this Amendment upon at least 10 days prior written notice to LN; otherwise this Amendment will remain in effect. Upon the request of LN, Subscriber will recertify to the current total number of users.

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During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY CLERK-LESP

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) Law Enforcement Solutions	WSPR04	
(b)		
(c)		
(d)		
(e)		
☐ See attached Rider No. 1 for additional Preferred Pricing Materials		

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	09/01/2006	to 08/31/2007	\$ 1000
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

(initial)

7. CLOSED OFFER

The offer of LN contained herein is valid until April 20, 2006. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

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9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

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9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

Run Date 12/15/06 10:07 AM

Hidalgo County

Page No 1

For 01/01/06 - 01/31/07

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND							
6-1100-412-00-001-001-0-534	92ND DC-INTERNET	325.00	139.50	52.50	52.50	133.00	59.08
6-1100-412-00-004-001-0-534	206TH DC-INTERNET	550.00	107.00	133.00	133.00	310.00	43.64
6-1100-412-00-005-001-0-534	275TH DC-INTERNET	.00	.00	.00	.00	.00	.00
6-1100-412-00-006-001-0-534	332ND DC-INTERNET	375.00	.00	290.00	290.00	85.00	77.33
6-1100-412-00-007-001-0-534	370TH DC-INTERNET	240.00	34.00	194.00	194.00	12.00	95.00
6-1100-412-00-008-001-0-534	389TH DC-INTERNET	500.00	76.00	324.00	324.00	100.00	80.00
6-1100-412-00-009-003-0-534	INDIGENT DEFENSE-INTERNET	.00	.00	.00	.00	.00	.00
6-1100-412-00-050-003-0-534	JUV JUST CRT-INTERNET	.00	.00	.00	.00	.00	.00
6-1100-412-00-080-002-0-534	CRIM DA-INTERNET	.00	.00	.00	.00	.00	.00
6-1100-414-00-130-001-0-534	ELECTIONS DEPT-INTERNET	259.90	.00	259.90	259.90	.00	100.00
6-1100-415-00-200-002-0-534	COMPUTER DEPT-INTERNET	39,929.09	5,645.85	34,258.55	34,258.55	24.69	99.94
6-1100-415-15-140-001-0-534	TAX OFF-INTERNET	25.00	25.00	.00	.00	.00	100.00
6-1100-415-21-170-001-0-534	CO AUDITOR-INTERNET	100.00	67.00	.00	.00	33.00	67.00
6-1100-415-40-180-001-0-534	CO CLERK-INTERNET	3,000.00	.00	1,332.76	1,332.76	1,667.24	44.43
6-1100-419-10-210-001-0-534	PLANNING DEPT-INTERNET	.00	.00	.00	.00	.00	.00
6-1100-421-00-280-001-0-534	SHERIFF-INTERNET	.00	.00	.00	.00	.00	.00
6-1100-421-00-292-001-0-534	CONSTABLE PCT.2-INTERNET	.00	.00	.00	.00	.00	.00
6-1100-441-00-340-001-0-534	HEALTH ADM-INTERNET	1,500.00	.00	1,109.85	1,109.85	390.15	73.99
6-1100-461-00-380-001-0-534	TX COOP EXTENSION-INTERNET	.00	.00	.00	.00	.00	.00
1100 GENERAL FUND		46,803.99	6,094.35	37,954.56	37,954.56	2,755.08	94.11
1202 R&B PRECINCT NO.2							
6-1202-431-00-122-005-0-534	PCT.2 RD ADM-INTERNET	1,000.00	.00	.00	.00	1,000.00	.00
1202 R&B PRECINCT NO.2		1,000.00	.00	.00	.00	1,000.00	.00
1213 PARKS PRECINCT NO.3							
6-1213-452-00-123-008-0-534	PARKS PCT.3-INTERNET SERVICES	260.00	.00	.00	.00	260.00	.00
1213 PARKS PRECINCT NO.3		260.00	.00	.00	.00	260.00	.00
1220 LEOSE FUND							
6-1220-421-00-280-004-0-534	SHERIFF LEOSE-INTERNET	5,515.00	.00	.00	.00	5,515.00	.00
1220 LEOSE FUND		5,515.00	.00	.00	.00	5,515.00	.00
1223 DISTRICT ATTORNEY INVESTIGATION HB65							
6-1223-412-00-080-007-0-534	DA INVESTIGATION HB65-INTERNET	6,000.00	594.00	2,730.72	2,730.72	2,675.28	55.41
1223 DISTRICT ATTORNEY INVESTIGATION HB65		6,000.00	594.00	2,730.72	2,730.72	2,675.28	55.41

Run Date 12/15/06 10:07 AM

Hidalgo County

Page No 2

For 01/01/06 - 01/31/07

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05						
6-1242-412-00-060-001-0-534 JUSTICE CRT TECH-INTERNET	21,434.89	1,982.25	4,781.31	4,781.31	14,671.33	31.55
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05	21,434.89	1,982.25	4,781.31	4,781.31	14,671.33	31.55
1247 LAW LIBRARY						
6-1247-412-50-100-001-0-534 LAW LIBRARY-INTERNET	60,000.00	8,472.92	43,868.44	43,868.44	7,658.64	87.24
1247 LAW LIBRARY	60,000.00	8,472.92	43,868.44	43,868.44	7,658.64	87.24
1282 DESIGNATED PURPOSE GRANTS LVL 2						
6-1282-412-30-085-001-6-534 PUBLIC DEFENDER-INTERNET	813.80	.00	196.00	196.00	617.80	24.08
1282 DESIGNATED PURPOSE GRANTS LVL 2	813.80	.00	196.00	196.00	617.80	24.08
1291 HIDTA						
6-1291-412-00-270-002-0-534 HIDTA TF COMMAND CTR-INTERNET	1,400.00	.00	787.09	787.09	612.91	56.22
6-1291-412-00-270-003-5-534 HIDTA TASK FORCE-INTERNET	800.00	.00	800.00	800.00	.00	100.00
6-1291-412-00-270-003-6-534 HIDTA TASK FORCE-INTERNET	360.00	.00	360.00	360.00	.00	100.00
1291 HIDTA	2,560.00	.00	1,947.09	1,947.09	612.91	76.06
1292 WIC						
6-1292-441-00-350-001-6-534 WIC ADM-INTERNET	662.88	.00	657.51	657.51	5.37	99.19
6-1292-441-00-350-001-7-534 WIC ADM-INTERNET	900.00	.00	159.98	159.98	740.02	17.78
1292 WIC	1,562.88	.00	817.49	817.49	745.39	52.31
1293 HEALTH DEPARTMENT						
6-1293-441-00-340-013-6-534 TDH PHPSB-INTERNET	6,720.20	.00	2,959.60	2,959.60	3,760.60	44.04
1293 HEALTH DEPARTMENT	6,720.20	.00	2,959.60	2,959.60	3,760.60	44.04
1295 POST ADJUDICATION JUVENILE BOOT CAMP						
6-1295-423-00-330-028-0-534 WESL B/C-INTERNET SERVICE	1,428.00	238.00	1,190.00	1,190.00	.00	100.00
1295 POST ADJUDICATION JUVENILE BOOT CAMP	1,428.00	238.00	1,190.00	1,190.00	.00	100.00
1297 ADULT PROBATION						
6-1297-423-00-320-002-6-534 BASIC SUPERVISION-INTERNET	17,158.40	.00	7,210.19	7,210.19	9,948.21	42.02
6-1297-423-00-320-002-7-534 BASIC SUPERVISION-INTERNET	5,000.00	.00	2,128.19	2,128.19	2,871.81	42.56
1297 ADULT PROBATION	22,158.40	.00	9,338.38	9,338.38	12,820.02	42.14
1336 CERT OF OBLIG,SERIES 2006						
6-1336-415-00-200-006-0-534 C.O., 2006-IT DEPT-INTERNET	140,000.00	.00	.00	.00	140,000.00	.00
1336 CERT OF OBLIG,SERIES 2006	140,000.00	.00	.00	.00	140,000.00	.00
6 YEAR	316,257.16	17,381.52	105,783.59	105,783.59	193,092.05	38.94

AI-1662

16.A.14.

Traffic Road SIGns, Accessories & Supplies
CC REGULAR

Date: 12/19/2006

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for consideration, discussion and action (if applicable) to award the to a primary and secondary vendor(s) meeting all specifications and requiements with the approval of contract(s) (subject to legal review) for "Traffic Road Signs, Accessories & Supplies". RFB NO. 2006-319-11-08-otm

BACKGROUND

tab sheet
letters of recommendations from Precincts.

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1201-431-00-121-005-0-679

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2006

ACCT. #: 6-1202-431-00-122-006-0-679

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2006

ACCT. #: 6-1212-452-00-122-008-0-679

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2006

ACCT. #: 6-1203-431-00-123-005-0-679

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2006

ACCT. #: 6-1204-431-00-124-007-0-679

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [road signs](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/15/2006 01:33 PM	APRV
2	Budget & Management	Dina Trevino	12/15/2006 03:15 PM	APRV
3	Sergio Cruz			PEND
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Olga Montero

Started On: 12/14/2006 11:48 AM

Final Approval Date:

AI-1649

16.A.15.

**Hidalgo County-Extension-Bullet Proof Vests (Armor)-C-06-013-01-17
CC REGULAR**

Date: 12/19/2006

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting authority to exercise the **(first year)** of the **two (2) additional one (1) year extension** as provided in current contract for **"Bullet Proof Vests (Armor)"** for **Hidalgo County**, under the same rates, terms and conditions with **Lone Star Uniforms, Inc.**

Effective: 01/01/07 - 12/31/07

BACKGROUND

Extension from: Lone Star Uniforms, Inc.

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1100-421-00-290-0-010-611

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2006

ACCT. #: 6-1100-421-00-280-0-010-611

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: Hidalgo County-Extension-Bullet Proof Vests (Armor)-C-06-013-01-17

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/15/2006 01:05 PM	APRV
2	Budget & Management	Dina Trevino	12/15/2006 01:20 PM	APRV
3	Sergio Cruz	Sergio Cruz	12/15/2006 03:36 PM	APRV
4	Auditor's Office	Becky Morales	12/15/2006 03:52 PM	APRV
5	Angelica Tapia	Angelica Tapia	12/15/2006 04:49 PM	APRV
6	Becky Morales			NEW
7	Agenda Coordinator			

Form Started By: Letty Saenz

Started On: 12/13/2006 04:39 PM

Final Approval Date:



PURCHASING DEPARTMENT County Of Hidalgo

December 13, 2006

David Mitrani, Sis., Representative
Lone Star Uniforms, Inc.,
8430 North Sam Houston Parkway W
Houston, Texas 77064

Via Fax (832) 237-8008

Re: Extension of Contract No. C-06-013-01-17-Hidalgo County-Bullet Proof Vests (Armor)

Dear Mr. Mitrani:

Please be advised that Hidalgo County will be requesting permission by the Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, December 19, 2006 to exercise the (first year option) or the two (2) one (1) year extension as stated in the current contract in place. (Commencement date of extension will become effective January 1, 2007, and Expiring December 31, 2007) under the same rate, term and conditions.

Please acknowledge receipt of notice of intent to extend contract of same by signing below and returning to the Purchasing Department by no later than, Thursday, December 14, 2006, 12:00 p.m., via facsimile to (956) 956-218-2629 attn: Leticia Saenz, Contracts Mgr.

☒ Yes, I hereby agree to extend the (1) one year extension of the contract under the same rates, terms, and conditions.

Comments (if any):

LONE STAR UNIFORMS, INC.

By: *David Mitrani*
David Mitrani, Sis, Representative

Date: 12/14/06

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz
Leticia H. Saenz, CPPB
Hidalgo County Contracts Manager

xc: File

AI-1578

16.B.1.

Pct. 1-Inovice Nos. 267653, 267654 & 267732-TEDSI-C-06-313-09-05

CC REGULAR

Date: 12/19/2006

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for **Invoice No. 267653** in the amount of **\$ 31,594.36** from **T.E.D.S.I. Infrastructure Group, Inc.** in connection with Contract No. **C-06-313-09-05- "Environmental-Feasability-Studies-ROW (Mile 6 West Flagging-Mile 9 North to Mile 11 North)"** for **Precinct No. 1.**

B. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for **Invoice No. 267654** in the amount of **\$ 3,602.81** from **T.E.D.S.I. Infrastructure Group, Inc.** in connection with Contract No. **C-06-313-09-05- "Environmental-Feasability-Studies-ROW (Tropical Farms Colonia)"** for **Precinct No. 1.**

C. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for **Invoice No. 267732** in the amount of **\$ 2,208.17** from **T.E.D.S.I. Infrastructure Group, Inc.** in connection with Contract No. **C-06-313-09-05- "Environmental-Feasability-Studies-ROW (Tropical Farms Colonia)"** for **Precinct No. 1.**

BACKGROUND

INVOICE NOS. 267653, 267654 & 267732

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1201-431-00-121-005-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 573422 has \$31594.36 available.

FISCAL YEAR: 2006

ACCT. #: 6-1201-431-00-121-005-0-734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 573423 has \$5810.98 available.

Attachments

Link: Pct. 1-Inovice Nos. 267653, 267654 & 267732-TEDSI-C-06-313-09-05

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2006 02:34 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2006 09:52 AM	APRV
3	Dale Kennan	Dale Kennan	12/13/2006 11:31 AM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:19 PM	APRV
5	Arcy Duran	Arcilia Duran	12/15/2006 05:30 PM	APRV
6	Janie Lozano	Janie Lozano	12/18/2006 08:22 AM	APRV
7	Arcy Duran			NEW
8	Joy Hsu			
9	Agenda Coordinator			

Form Started By: Letty Saenz

Started On: 12/11/2006 01:25 PM

Final Approval Date:



TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: September 30, 2006
TEDSI Invoice No.: 267653
TEDSI Project No.: 26922-2
Invoice Period: Thru September 30, 2006

ATTN: Mr. Joseph Palacios

ENGINEERING SERVICES

Mile 6 West Flagging - Mile 9 North to Mile 11 North

Contract No. ~~6-05-270-09-02~~ C-06-313-09-05

Work Authorization 2

Purchase Order #573422

Contract Amount	Contract Amount Remaining
\$31,594.36	\$0.00

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Design Field Survey (DFS)	\$31,594.36	100%	100%	\$31,594.36	\$31,594.36
Subtotal	\$31,594.36	100%	100%	\$31,594.36	\$31,594.36

TOTAL FEE EARNED:	\$ 31,594.36
LESS PREVIOUSLY INVOICED:	\$ -
TOTAL AMOUNT DUE THIS INVOICE:	\$ 31,594.36

RECEIVED DEC 08 2006

PCT 1

PCT. #1

ROAD & BRIDGE

6 -1201-431-00-121-005-0-731
573 422

INVOICE RECEIVED BY

GRAND SERVICES

Mark W. Luper, P.E., RFLS
Sr. Project Manager

2006


TEDSI INFRASTRUCTURE GROUP
 Consulting Engineers

 1201 East Expressway 83
 Mission, Texas 78572
 956-424-7898 (Phone)
 956-424-7022 (Fax)

INVOICE

 Commissioner Sylvia Handy
 Hidalgo County Precinct No. 1
 1902 Joe Stephens Ave.
 Weslaco, Texas 78596

ATTN: Mr. Joseph Palacios

 Invoice Date: September 30, 2006
 TEDSI Invoice No.: 267654
 TEDSI Project No.: 26922-3
 Invoice Period: Thru September 30, 2006

ENGINEERING SERVICES

Tropical Farms Colonia - W.A. No. 3

 Contract No. ~~0-09-270-09-02~~ C-06-313-09-05

Work Authorization #3

Purchase Order #573423

Contract Amount	Contract Amount Remaining
\$5,810.98	\$2,208.17

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Design Field Survey (DFS)	\$5,810.98	62%	62%	\$3,602.81	\$3,602.81
Subtotal	\$5,810.98	62%	62%	\$3,602.81	\$3,602.81

RECEIVED DEC 08 2006

P.T. 1 NW

TOTAL FEE EARNED:	\$	3,602.81
LESS PREVIOUSLY INVOICED:	\$	
TOTAL AMOUNT DUE THIS INVOICE:	\$	3,602.81

 Mark W. Luper, P.E., RPLS
 Sr. Project Manager

 PCT. #1 NW
 ROAD & BRIDGE

 6 -1201-431-00-121-005-0-734
 573423

INVOICE RECEIVED BY

[Signature]

GOOD SERV

12/13/06

12/13/06



TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

ATTN: Mr. Joseph Palacios

Invoice Date: October 31, 2006
TEDSI Invoice No.: 267732
TEDSI Project No.: 26922-3
Invoice Period: October 1, 2006 thru October 31, 2006

ENGINEERING SERVICES

Tropical Farms Colonia - W.A. No. 3

Contract No. ~~C-03-270-09-02~~ C-06-313-09-05

Work Authorization #3

Purchase Order #573423

Contract Amount	Contract Amount Remaining
\$5,810.98	\$0.00

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Design Field Survey (DFS)	\$5,810.98	38%	100%	\$2,208.17	\$5,810.98
Subtotal	\$5,810.98	38%	100%	\$2,208.17	\$5,810.98

RECEIVED DEC 08 2006

PCT 1 NM

TOTAL FEE EARNED:	\$	5,810.98
LESS PREVIOUSLY INVOICED:	\$	3,602.81
TOTAL AMOUNT DUE THIS INVOICE:	\$	2,208.17

Mark W. Luper, P.E., RPLS
Sr. Project Manager

PCT. #1
ROAD & BRIDGE

6-1201-431-00-121-005-0-734, P.O.S.
573423

INVOICE RECEIVED BY:

12/8/06
12/8/06

AI-1580

16.C.1.

Pct. 4-Invoice Nos.267709 thru 267712-TEDSI-C-03-270-19-02

CC REGULAR

Date: 12/19/2006

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for **Invoice No. 267709** in the amount of **\$ 500.00** from **T.E.D.S.I. Infrastructure Group, Inc.** in connection with **Contract No. C-03-270-19-02 - "Traffic Engineering Services (Intersection of Cesar Chavez & Mile 17 Road)"** for **Precinct No. 4.**

B. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for **Invoice No. 267710** in the amount of **\$ 2,125.00** from **T.E.D.S.I. Infrastructure Group, Inc.** in connection with **Contract No. C-03-270-19-02 - "Traffic Engineering Services (Various Traffic Studies)"** for **Precinct No. 4.**

C. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for **Invoice No. 267711** in the amount of **\$ 1,250.00** from **T.E.D.S.I. Infrastructure Group, Inc.** in connection with **Contract No. C-03-270-19-02 - "Traffic Engineering Services (Tex-Mex, 84th Thru 87th, San Carlos)"** for **Precinct No. 4.**

D. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for **Invoice No. 267712** in the amount of **\$ 1,500.00** from **T.E.D.S.I. Infrastructure Group, Inc.** in connection with **Contract No. C-03-270-19-02 - "Traffic Engineering Services (Terry Road & Rogers Road)"** for **Precinct No. 4.**

BACKGROUND

INVOICE NOS. 267709, 267710, 267711 & 267712

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1100-429-30-115-029-0-334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: Pct. 4-Invoice Nos.267709 thru 267712-TEDSI-C-03-270-19-02

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2006 02:34 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2006 09:52 AM	APRV
3	Dale Kennan	Dale Kennan	12/13/2006 11:46 AM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:21 PM	APRV
5	Arcy Duran	Arcilia Duran	12/15/2006 05:30 PM	APRV
6	Janie Lozano	Janie Lozano	12/18/2006 08:23 AM	APRV
7	Arcy Duran			NEW
8	Joy Hsu			
9	Agenda Coordinator			

Form Started By: Letty Saenz

Started On: 12/11/2006 01:43 PM

Final Approval Date:

COUNTY *of* HIDALGO

OSCAR L. GARZA, JR.

1102 N. DOOLITTLE RD.

EDINBURG, TEXAS 78541

OFFICE: (956) 383-3112

FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

MEMO

DATE: DECEMBER 08, 2006
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA (LETTY) SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4 *Anna L. Garza*
REF: INVOICE #267709 & 267710 & 267711 & 267712
C#-03-270-19-02
ACCT.#: 6-1100-429-30-115-029-0-334

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THE
FOLLOWING INVOICES FOR TEDSI INFRASTRUCTURE GROUP
BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.

Inv.# 267709 FOR \$ 500.00 (Work Authorization #16)
Inv.# 267710 FOR \$2,125.00 (Work Authorization #17)
Inv.# 267711 FOR \$1,250.00 (Work Authorization #18)
Inv.# 267712 FOR \$1,500.00 (Work Authorization #19)

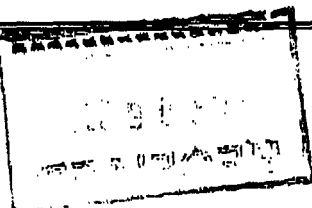
SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO
CONTACT MY OFFICE, THANK YOU.

CC:

ATTACHMENT

COUNTY FILES

INV. #267709, 267710, 267711, 267712
P.O. # 564380, 566992, 568035, 572527

**TEDSI****TEDSI INFRASTRUCTURE GROUP**
Consulting Engineers1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)**INVOICE**Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1102 N. Doolittle
Edinburg, Texas 78539Invoice Date: October 31, 2006
TEDSI Invoice No.: 267709
TEDSI Project No.: 23739-16
Invoice Period: August 1, 2006 thru October 31, 2006
Hidalgo County P.O.# 564380**TRAFFIC ENGINEERING SERVICES**
INTERSECTION OF CESAR CHAVEZ & MILE 17 RD

Contract Amount	Contract Amount Remaining
\$2,000.00	\$500.00

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Traffic Study & Evaluation (TSE)	\$ 2,000.00	25%	75%	\$ 500.00	\$ 1,500.00
Subtotal		25%	75%	\$ 500.00	\$ 1,500.00

6 ~~160042700-115-087-0-334~~
Pct. # 262
Pur. Req. # 85568
P.O. # 564380

INVOICE RECEIVED BY

GOODS / SERVICES RECEIVED BY

C-03-270-19-02

TOTAL FEE EARNED	\$ 1,500.00
LESS PREVIOUSLY INVOICED	\$ 1,000.00
TOTAL AMOUNT DUE THIS INVOICE	\$ 500.00

APPROVAL: Hidalgo County

Approved By: _____

TEDSI INFRASTRUCTURE GROUP

Albert J. Aldana, P.E., P.T.O.E.
Project Manager

11/30/06



Purchase Order COUNTY OF HIDALGO

PO#: 564380

DATE: 03/16/06

Page No 1 Of 1

VENDOR: 227889

REQ:00085563

Email

Phone (956)424-7898

TEDSI INFRASTRUCTURE GROUP, INC.

1201 E EXPRESSWAY 83

MISSION TX 78572-6026

BUYER: GHELTRAN

SHIP TO: HIDALGO CO. PCT 4

1102 N. DOOLITTLE RD.

EDINBURG TX 78539

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions: 262

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.D.B. DESTINATION. VENDOR MUST REPLY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	LOT	DO NOT DUPLICATE ORDER CONTRACT #03-270-19-02 TRAFFIC STUDY FOR INTERSECTION OF CESAR CHAVEZ AND MILE 17 RD. IN THE EDINBURG, TEXAS AREA. ****WORK AUTHORIZATION #16 APPROVED COMMISSIONERS' COURT OF 3/6/2006***** REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 Total	2,000.00	2,000.00
		***** For Hidalgo County use only 6-1100-429-00-110-017-0-334	2,000.00	
		6-1100-429-30-115-029-0-334 Albert Aldana 424-7022 424-7021		

COPY

Authorized by:

Martín L. Salazar

**TEDSI****TEDSI INFRASTRUCTURE GROUP**
Consulting Engineers1201 East Expressway 83
Mission, Texas 78572
956-424-7022 (Phone)
956-424-7022 (Fax)**RECEIVED**

OCT 08 2006

INVOICECommissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1102 N. Doolittle
Edinburg, Texas 78539Invoice Date: October 31, 2006
TEDSI Invoice No.: 267710
TEDSI Project No.: 23739-17
Invoice Period: August 1, 2006 thru October 31, 2006
Hidalgo County P.O.# 566992**TRAFFIC ENGINEERING SERVICES
VARIOUS TRAFFIC STUDIES**

Contract Amount	Contract Amount Remaining
\$8,500.00	\$2,125.00

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Traffic Study & Evaluation (TSE)	\$8,500.00	25%	75%	\$2,125.00	\$6,375.00
Subtotal	\$8,500.00	25%	75%	\$2,125.00	\$6,375.00

C-1102-432-20-125-0280-334
Pct. # 421
Pur. Req. # 87930
P.O. # 566992

INVOICE RECEIVED BY:

12-6-06
12-6-06
C-03-270-19-02

TOTAL FEE EARNED:	\$ 6,375.00
LESS PREVIOUSLY INVOICED:	\$ 4,250.00
TOTAL AMOUNT DUE THIS INVOICE:	\$ 2,125.00

APPROVAL: Hidalgo County

Approved By:

TEDSI INFRASTRUCTURE GROUP

Albert J. Aldana, P.E., P.T.O.E.
Project Manager

11/30/06



Purchase Order
COUNTY OF HIDALGO

PO#: 566992

DATE: 05/09/06

Page No 1 OF 1

VENDOR: 227869

REQ:00087970

Email

Phone (956)424-7898

TEDSI INFRASTRUCTURE GROUP, INC.

1201 E EXPRESSWAY 83

MISSION TX 78572-6026

BUYER: GBELTRAN

SHIP TO: HIDALGO CO. PCT 4

1102 N. DOOLITTLE RD.

EDINBURG TX 78539

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions: 421

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		WORK AUTHORIZATION #17 APPROVED COMMISSIONERS' COURT OF APRIL 18, 2006 UNDER CONTRACT #03-270-09-02 EXP. DATE 9/02/2006		
1	EACH	TEXMEX @ 83rd ST. (TRAFFIC SAFETY STUDY)	2,500.00	2,500.00
1	EACH	MONMACK @ MILE 17.5 (FOUR-WAY STOP STUDY)	2,000.00	2,000.00
1	EACH	DOOLITTLE RD. @ RAMSEYER (FOUR-WAY STOP STUDY)	2,000.00	2,000.00
1	EACH	DOOLITTLE TD. @ PINKSTON RD. (FOUR-WAY STOP STUDY)	2,000.00	2,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		8,500.00
		***** For Hidalgo County use only 6-1100-429-30-115-029-0-334		8,500.00

Authorized by:

Martín L. Salazar

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7922 (Fax)

INVOICE

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1102 N. Doolittle
Edinburg, Texas 78539

Invoice Date: October 31, 2006
TEDSI Invoice No.: 267711
TEDSI Project No.: 23739-18
Invoice Period: August 1, 2006 thru October 31, 2006
Hidalgo County P.O.# 568035

**TRAFFIC ENGINEERING SERVICES
TEXMEX, 84TH THRU 87TH, SAN CARLOS**

Contract Amount	Contract Amount Remaining
\$5,000.00	\$1,250.00

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Traffic Study & Evaluation (TSE)	\$5,000.00	25%	75%	\$1,250.00	\$3,750.00
Subtotal	\$5,000.00	25%	75%	\$1,250.00	\$3,750.00

6 -110042900-11100870-334
P.O. # 601
Pur. Req. # 90205
P.O. # 568035

TOTAL FEE EARNED: \$ 3,750.00
LESS PREVIOUSLY INVOICED: \$ 2,500.00
TOTAL AMOUNT DUE THIS INVOICE: \$ 1,250.00

APPROVAL: Hidalgo County

Approved By: _____

TEDSI INFRASTRUCTURE GROUP

Albert J. Aldana
Albert J. Aldana, P.E., P.T.O.E.
Project Manager

11/30/06



Purchase Order
COUNTY OF HIDALGO

PO#: 568035

DATE: 05/31/06

PAGE NO 1 OF 1

VENDOR: 227889

REO:00030205

Email

Phone (956) 424-7898

TEDSI INFRASTRUCTURE GROUP, INC.

1201 E EXPRESSWAY #3

MISSION TX 79572-6026

BUYER: GBELTRAN

SHIP TO: HIDALGO CO. PCT 4

1102 N. DOOLITTLE RD.

EDINBURG TX 78539

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions: 601.

23739-18

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT #03-270-09-02 EXP. DATE 9/02/2006		
1	LOT	THE PURPOSE OF THIS WORK AUTHORIZATION #18 IS FOR THE ENGINEER TO PROVIDE TRAFFIC ENGINEERING STUDIES A TEXMEX, BETWEEN 84th THRU 87th (SCHOOL ZONE AREA), SAN CARLOS, HIDALGO COUNTY PCT #4. *****CONTRACT #03-270-09-02 EXP DATE 9/02/2006*****	5,000.00	5,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		5,000.00

		For Hidalgo County use only		
		6-1100-429-30-115-029-0-334	5,000.00	

Authorized by:

Martín L. Salazar



TEDSI INFRASTRUCTURE GROUP
Consulting Engineers

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1102 N. Doolittle
Edinburg, Texas 78539

Invoice Date: October 31, 2006
TEDSI Invoice No.: 267712
TEDSI Project No.: 23739-19
Invoice Period: Thru October 31, 2006
Hidalgo County P.O.# 572527

**TRAFFIC ENGINEERING SERVICES
TERRY ROAD & ROGERS ROAD**

Contract Amount	Contract Amount Remaining
\$2,000.00	\$500.00

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Traffic Study & Evaluation (TSE)	\$2,000.00	75%	75%	\$1,500.00	\$1,500.00
Subtotal	\$2,000.00	75%	75%	\$1,500.00	\$1,500.00

Pol. #

Pur. Req. #

P.O. #

TOTAL FEE EARNED: \$ 1,500.00
LESS PREVIOUSLY INVOICED: \$
TOTAL AMOUNT DUE THIS INVOICE: \$ 1,500.00

APPROVAL: Hidalgo County

Approved By:

TEDSI INFRASTRUCTURE GROUP

Albert J. Aldana, P.E., P.T.O.E.
Project Manager

11/20/06



Purchase Order

COUNTY OF HIDALGO

PO#: 572527

DATE: 09/01/06

Page No 1. Of 1

VENDOR: 227869

REQ:00095047

Email

Phone (956)424-7898

TEDSI INFRASTRUCTURE GROUP, INC.

1201 E EXPRESSWAY 83

MISSION TX 78572-6026

BUYER: GBELTRAN

SHIP TO: HIDALGO CO. PCT 4

1102 N. DOOLITTLE RD.

EDINBURG TX 78539

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions: PCT. REQ. #994

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER CONTRACT 03-270-09-02 EXP. DATE 9/2/2006 WORK AUTHORIZATION #19 IN THE AMOUNT OF \$2,000.00 FOR A MULTI-WAY STOP SUDY AT THE INTERSECTION OF TERRY RD. @ RODGERS RD.**APPROVED COMMISSIONERS' COURT OF 8/29/2006** *****CONTRACT 03-270-09-02 EXP. DATE 9/02/2006***** REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 Total ***** For Hidalgo County use only 6-1100-429-30-115-029-0-334 2,000.00	2,000.00	2,000.00
				2,000.00

COPY

Authorized by:

Martín L. Salazar

AI-1610

16.D.1.

**Approval of request for payment AGADC Invoice No. Three
CC REGULAR**

Date: 12/19/2006

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Approval to request for payment Invoice No. Three (3) in the amount of \$ 962.00 from Alcocer Garcia Associates Design Consulting, contracted architect for: "Interior Repairs and Renovations to the 398th. State District Court Building" Contract No. C-06-177-04-11 PO No. 570477 (6-176)

BACKGROUND

AGADC Invoice for Services No. THREE (3)

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1334-412-40-220-010-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 570477 has \$4812.00 available as of 12/14/06.

Attachments

Link: [Approval of request for payment AGADC Invoice No. Three](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/14/2006 12:44 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2006 04:05 PM	APRV
3	Dale Kennan	Dale Kennan	12/14/2006 04:54 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:28 PM	APRV
5	Arcy Duran	Arcilia Duran	12/15/2006 05:35 PM	APRV
6	Janie Lozano	Janie Lozano	12/18/2006 08:24 AM	APRV
7	Arcy Duran			NEW
8	Joy Hsu			
9	Agenda Coordinator			

Form Started By: Juan Tapia

Started On: 12/13/2006 10:25 AM

Final Approval Date:



ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

1335 E. JASMINE AVE., McALLEN, TEXAS 78501 956.618.2007 FAX 956.618.2008

INVOICE FOR SERVICES:

CONTRACT C-06-177-04-11

P.O. # 570477

INVOICE NO. : **Three**

DATE: December 12 , 2006

PROJECT: STATE DISTRICT COURT 398 REMODEL
HIDALGO COUNTY COURTHOUSE

TO: OFFICE OF THE COUNTY JUDGE
c/o Buildings & Grounds Department
County of Hidalgo
Edinburg, Tx 78539

In accordance with the A/E contract dated April , 2006, there is due at this time for professional design services on the above referenced project, the amount of : \$ 962.00

A/E fee, fixed sum of \$ 19,245.00

Fee breakdown:

Schematic Design Phase (15%).....	\$ 2,886.00 (pd)
Design Development Phase (20%).....	3,849.00 (pd)
Construction Documents Phase (40%).....	7,698.00 (pd)
Bidding Phase. (5%).....	962.00
Construction Phase (20%).....	3,850.00

This Invoice for: Completion of Bidding Phase.

AMOUNT DUE THIS INVOICE..... \$ 962.00

Please remit payment to:

Alcócer Garcia Associates Design Consulting
1335 East Jasmine Avenue
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia
Project Architect

AI-1660

16.D.2.

Recommending of bid award and approval of contract for: Interior Repairs and Renovations to the 398th. State District Court

CC REGULAR

Date: 12/19/2006

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Recommending award of bid to the lowest bidder meeting all specifications and requirements with recommendation (as attached hereto) by project architect, George A. Garcia, AGADC for the: **"Interior Repairs and Renovations to the 398th. State District Court"** (6-176)

BACKGROUND

Tabulation sheet
Bid Form
Proposed Floor Plan
Recommendations letter from AGADC

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1334-412-40-220-010-0-431

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

431- Current Balance \$90,437.14

2006 Original Budget \$378,310.74

Attachments

Link: [Recommending of bid award and approval of contract](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/14/2006 04:49 PM	APRV
2	Budget & Management	Dina Trevino	12/14/2006 05:56 PM	APRV
3	Mario Betancourt	Mario Betancourt	12/15/2006 01:17 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:39 PM	APRV
5	Arcy Duran			NEW
6	Agenda Coordinator			

Form Started By: Juan Tapia

Started On: 12/14/2006 10:54 AM

Final Approval Date:

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

BID No. 06-176-12-06-jmt

DEPARTMENT NAME: Hidalgo County- Building & Grounds

BID OPENING DATE: December 06, 2006

BID OPENING TIME: 4:00 P.M.

DESCRIPTION OF BID: "Renovations of 398th. District Court Building"

BUYER: Juan Tapia

BID # RFB#	NAME OF COMPANY	UNIT PRICE	BID TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Rigney Construction and Development L.L.C.		\$ 113,750.00	Yes
#2	Spacemaker Construction		\$ 155,000.00	Yes
#3	Enriquez Enterprises. Inc.		\$ 176,000.00	Yes
#4				
#5				
#6				
#7				
#8				
#9				

BID

PROJECT: **398th District Court Remodel**
Hidalgo County Courthouse
Edinburg, Texas

PROPOSAL FROM: RINEY CONSTRUCTION & DEVELOPMENT LLC.

TO OWNER: County of Hidalgo, Texas
100 E. Cano, 4th Floor
Edinburg, TX 78539

Having fully examined the Instruction to Bidders, the General and Supplemental Conditions, Bonds Requirements, Specifications and Drawings related to the above project, as well as the site and conditions affecting the work, bidder proposes to furnish all materials, equipment and labor called for by the entire and completed work in accordance with before mentioned documents for the sum of:

BID AMOUNT: One hundred thirteen thousand seven hundred fifty
In words
(\$ 113,750.00)
In figures

The Undersigned hereby declares that he has visited the Site and has carefully examined the Drawings, Specifications, Contract Documents and Bidding Documents related to the Work covered by his Bid.

Upon receipt of "NOTICE OF AWARD", the Undersigned will immediately execute the formal Contract (Agreement). Bidder agrees to commence the work within 10 days of receipt of "NOTICE TO PROCEED" and to complete the construction of the project within 120 calendar days of the starting date to be stated in the "NOTICE TO PROCEED".

The Proposal, the Agreement, the Drawings, the General Conditions, Supplementary General Conditions, the Specifications and any Addenda shall all become a part of the Contract.

Bidder acknowledges receipt of the following addenda: Addendum #1 - Dec 1, 2006

If Bidder is notified of the acceptance of this Bid Proposal with forty-five (45) calendar days after bid opening, bidder will enter into an agreement with the County of Hidalgo. The contract required will be AIA Document A101, latest edition, Standard Form of Agreement Between Owner and Contractor, Stipulated Sum. The corresponding General Conditions of the Contract for Construction, are a part of these specifications as if herein included in its entirety. A copy of these document are on file at the Architect's office and is available to contractors requesting a copy.

The Bidder, if awarded the contract, agrees to execute and deliver to the Architect within ten (10) calendar days of the Notice of Award date, satisfactory bonds in the amount of one hundred (100%) percent of Contract Sum conditioned on faithful Performance of Contract and one hundred (100%) percent Payment Bond .

The Bidder shall furnish with this proposal a cashier's check, or bid bond, in the amount of five (5%) percent of greatest amount bid. The check or bid bond shall be made payable to the Owner. The check or bid bond shall be left in escrow with the Architect at bid opening and is the measure of liquidated damages which Owner will sustain by the failure of the bidder to execute and deliver the above named agreement and bonds within ten (10) calendar days of written notification of award of contract to the bidder. The bidder agrees to forfeit to the Owner the cashier's check of bid bond if bidder does not comply with the foregoing. However, if this proposal is not accepted by the Owner within forty-five (45) calendar days of the bid opening, or if the bidder is awarded the contract and executes and delivers said contract, the check, or bond, will be returned to the bidder upon receipt of the signed contract and bonds by the Owner.

FIRM: Rigney Construction & Dev., LLC.

If corporation affix seal here

SIGNED BY: Calvin Rigney

TITLE: President

DATE: 12/6/06

ADDRESS: 3201 State Hwy 107
McAllen, TX 78504

TELEPHONE: (956) 638-6421

FAX: (956) 381-6916

December 11, 2006

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor
Edinburg, Tx 78539

Re: 398th Court Remodel
Hidalgo County Courthouse
Edinburg, TX
RFB No.: 06-176-12-06-jmt

Dear Ms Salazar,

Attached is a copy of the tabulation bids received by the County for the referenced project. All bids were submitted in accordance with the bidding requirements.

The low bid was submitted by Rigney Construction & Development, LLC. I enclose a copy of the Rigney Construction Statement of Qualifications, Financial Statement and a list of their most recent projects. We have inquired as to the company's reputation. We find that Rigney is in good standing with past clients and that the company has completed its projects successfully, therefore, we recommend that the County award the Construction Contract to Rigney Construction Inc. in the amount of the bid figure of \$ 113,750.00.

Thank you for your consideration of the above. Please advise.

Sincerely,



George A. Garcia
Project Architect

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-00-00-00

THIS CONTRACT is made and entered into this 1st day of January, 2006 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and , Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for "Drinking and/or"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Commissioner or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning January 1, 200, and ending on December 31, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on **streets and roads** and all persons in the employ of Company who operate such trucks or **vehicles** shall have **the required** licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having **jurisdiction** with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the **Service provided** for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" **attached** hereto payable against written invoice submitted by Company.

7. Company shall **provide insurance in force** on all its vehicles and all persons connected with providing **services under this Contract** naming County as an additional insured (with the coverages and **in the amounts described** on Exhibit "C" attached hereto and incorporated herein at this point **for all purposes**), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and **agents** from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

WITNESS our hands in duplicate originals this ____ day of _____, 2006.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

J. D. Salinas, III, County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

AI-1567

16.E.1.

Standing Items
CC REGULAR

Date: 12/19/2006

Submitted By: Neilda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Agenda Item

CAPTION

A. Requesting authority to obtain and approval of (when applicable), including but not limited to, the following item necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, surveys, all phases-environmental assessments, title reports or title policies services, commercial contractors (improved property) or option contracts with authority for County Auditor to issue earnest money payment(s) or option payment(s) and County Judge to execute necessary/required document(s)

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following: Damages and on-going county effects to address emergency situation/conditions resulting from torrential rains and flooding

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/08/2006 01:57 PM	APRV
2	Budget & Management	Dina Trevino	12/08/2006 02:02 PM	APRV
3	Dale Kennan	Dale Kennan	12/08/2006 02:43 PM	APRV
4	Auditor's Office	Linda Fong	12/11/2006 09:52 AM	APRV
5	Agenda Coordinator	Monica Badillo	12/15/2006 12:03 PM	APRV

Form Started By: Neilda Cavazos

Started On: 12/08/2006 01:41 PM

Final Approval Date: 12/15/2006

AI-1582

16.E.2.

**Order of the Court
CC REGULAR**

Date: 12/19/2006

Submitted By: Neilda Cavazos, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Co. Wide

Agenda Item

CAPTION

Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, Consideration and Entering of an order into the minutes the designatin of the day of the week and week of the month of Hidalgo County Commissioner's Court Regular Term Meeting Tex. Loc Gov. Code

ORDER OF THE COURT:

HIDALGO COUNTY COMMISSIONER'S COURT

Week of the Month: _____

Day of the Week: _____

Time of the Day: _____ a.m./p.m.

for the fiscal/calemdar year of 2007.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2006 02:51 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2006 09:57 AM	APRV
3	Auditor's Office	Linda Fong	12/15/2006 01:21 PM	APRV
4	Agenda Coordinator	Monica Badillo	12/15/2006 05:20 PM	APRV

Form Started By: Neilda Cavazos
Started On: 12/11/2006 02:25 PM
Final Approval Date: 12/15/2006

AI-1529

17.A.

**Sheriff's Office- Logevity Payment Adjustment
CC REGULAR**

Date: 12/19/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Sheriff's Office
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Discussion, consideration and approval to increase the lump sum longevity payment to certain personnel within the Sheriff's Office as previously approved by Commissioners' Court on November 15, 2005 to include longevity pay for the period of November 16, 2005 through year end.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1100-421-00-280-001-0-260

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available lapsed funds as of 12-08-06. RC

Attachments

Link: [Intra Dept Transfer](#)

Link: [Employee List](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	12/08/2006 05:53 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/08/2006 06:20 PM	APRV
3	Dina Trevino	Dina Trevino	12/14/2006 06:04 PM	APRV
4	Budget & Management	Dina Trevino	12/14/2006 06:07 PM	APRV
5	Purchasing Department	Marty Salazar	12/15/2006 12:58 PM	APRV
6	Auditor's Office	Linda Fong	12/15/2006 01:27 PM	APRV
7	Becky Morales			PEND
8	Agenda Coordinator			

Form Started By: Rosie Cantu

Started On: 12/06/2006 04:06 PM

Final Approval Date:

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: December 18, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT FOR SHERIFF'S OFFICE

ACCOUNT NUMBER: 6-1100-421-00-280-001-0-XXX

CONTACT PERSON: ROSIE CANTU PHONE: (956) 292-7025 EXT. 5408

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
260	WORKER'S COMP	115	LONGEVITY	5,762.50
260	WORKER'S COMP	220	FICA	440.87
260	WORKER'S COMP	230	RETIREMENT	455.34
260	WORKER'S COMP	250	UNEMPLOYMENT COMP	28.93
			TOTAL	\$6,687.64

**REASON: INTRA DEPT. TRANSFER COVER LUMP SUM PAY-OUT TO SEVERAL SHERRIF'S OFFICE
EMPLOYEES ERRONEOUSLY NOT PREVIOUSLY PAID LONGEVITY PAY. SEE CC AI-1529.**

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

LONGEVITY ADJUSTMENTS FOR SHERIFF'S DEPARTMENT

EMPLOYEE NUMBER	HIRE DATE	ELIGIB. DATE	ADJUST. FROM	ADJUST. TO	BEGIN. RATE OF PAY	CURRENT RATE OF PAY	APPROVED BY CC ON 11-15-05 AMOUNT AS OF 11-13-05	TOTAL PAYOUT AMOUNT AS OF 01-08-06	PENDING ADJUSTMEN T
116092	11/07/02	05/19/04	05/19/04	01/08/05	\$ 2.50	\$ 5.00	\$ 115.00	\$ 135.00	\$ 20.00
87173	11/17/03	11/17/04	11/17/04	01/08/05	10.00	15.00	57.50	570.00	\$ 512.50
126616	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
104639	10/29/01	10/29/02	10/29/02	01/08/05	2.50	10.00	370.00	410.00	\$ 40.00
126438	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
113891	07/29/02	07/29/03	07/29/03	01/08/05	2.50	7.50	232.50	265.00	\$ 32.50
113905	07/29/02	07/29/03	07/29/03	01/08/05	2.50	7.50	232.50	265.00	\$ 32.50
105902	05/19/03	05/19/04	05/19/04	01/08/05	2.50	5.00	115.00	135.00	\$ 20.00
104655	10/29/01	10/29/02	10/29/02	01/08/05	2.50	10.00	370.00	410.00	\$ 40.00
113921	07/29/02	07/29/03	07/29/03	01/08/05	2.50	7.50	232.50	265.00	\$ 32.50
104671	10/29/01	10/29/02	10/29/02	01/08/05	2.50	10.00	370.00	410.00	\$ 40.00
89478	10/14/02	10/14/03	10/14/03	01/08/05	2.50	7.50	195.00	225.00	\$ 30.00
126659	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
126667	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
126675	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
120715	12/30/02	12/30/03	12/30/03	01/08/05	2.50	7.50	170.00	187.50	\$ 17.50
115444	10/14/02	10/14/03	10/14/03	01/08/05	2.50	7.50	195.00	225.00	\$ 30.00
123617	05/19/03	05/19/04	05/19/04	01/08/05	2.50	5.00	115.00	135.00	\$ 20.00
120944	01/13/03	01/13/04	01/13/04	01/08/05	2.50	5.00	155.00	180.00	\$ 25.00
126683	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
126691	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
105929	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
113956	07/29/02	07/29/03	07/29/03	01/08/05	2.50	7.50	232.50	265.00	\$ 32.50
126519	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
120731	12/30/02	12/30/03	12/30/03	01/08/05	2.50	7.50	170.00	187.50	\$ 17.50
99015	09/15/03	09/15/04	09/15/04	01/08/05	2.50	5.00	80.00	100.00	\$ 20.00
87165	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
123625	05/19/03	05/19/04	05/19/04	01/08/05	2.50	5.00	115.00	135.00	\$ 20.00
126713	11/17/03	11/17/04	11/17/04	01/08/05	2.50	5.00	57.50	75.00	\$ 17.50
120758	12/30/02	12/30/03	12/30/03	01/08/05	2.50	7.50	170.00	187.50	\$ 17.50
122068	02/18/03	02/18/04	02/18/04	01/08/05	2.50	5.00	155.00	170.00	\$ 15.00
126721	11/17/03	11/17/04	11/17/04	01/08/05	\$ 2.50	\$ 5.00	\$ 57.50	\$ 75.00	\$ 17.50
						TOTAL	\$ 4,537.50	\$ 5,762.50	\$ 1,225.00
						Total Pay-Out		\$ 5,762.50	

AI-1587

17.B.

**Acceptance of Subrogation Checks for Workers' Comp. Claims
CC REGULAR**

Date: 12/19/2006

Submitted By: Flora Vazquez, SAFETY/WORKERS' COMP. DIVISION

Department: SAFETY/WORKERS' COMP. DIVISION

Agenda Area: Budget and Management

Agenda Item

CAPTION

Safety Division:

1. Approval to accept Subrogation Check in the amount of \$14,560.88 from Cambridge Integrated Services Group, Inc. for Workers' Comp. Claim #4119602.

2. Approval to accept Subrogation Check in the amount of \$746.60 from Farmers/Mid-Century Ins. Company of TX for Workers' Comp. Claim #4115825.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 6-2202-360-00-000-000-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Revenue for Workers' Comp

FISCAL YEAR:

ACCT. #: 6-2202-360-00-000-000-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Revenue for Workers' Comp

Attachments

Link: [Subrogation Check](#)

Link: [Subrogation Check](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/12/2006 01:09 PM	APRV
2	Dale Kennan	Dale Kennan	12/12/2006 02:14 PM	APRV
3	Purchasing Department	Marty Salazar	12/12/2006 02:51 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:22 PM	APRV
5	Becky Morales	Becky Morales	12/15/2006 03:30 PM	APRV
6	Linda Fong	Becky Morales	12/18/2006 08:39 AM	APRV
7	Agenda Coordinator			NEW

Form Started By: Flora Vazquez

Started On: 12/12/2006 10:30 AM

Final Approval Date:



FARMERS

62-20/311

Mid-century Insurance Company Of Texas
Austin Service Center
100 Farmers Circle
Austin, TX 78728

Claim #: 1005139011-1
SALN: P6124730

Check No. 6081094708

Date: 10/20/2006

PAY Seven Hundred Forty Six Dollars And Sixty Cents

\$746.60*****

NOT GOOD AFTER SIX MONTHS

To Tristar Risk Mgmt, Norma J. Navarro,
the Law Office Of Joe Richard Flores, P.c
order 218 S Jackson Rd
of Edinburg, Tx, 78539

Citibank Delaware, A Subsidiary of Citicorp One Penn's Way, New Castle, DE 19720

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

⑈6081094708⑈ ⑆031100209⑆

38724135⑈

000412-0001-000412 CAC1 1371789
Cambridge Integrated Services Group, Inc.
34820 Harper Ave
Mt Clemens, MI 48046-2305



Check Date	Check Number
12/01/2006	003940863
Check Code	Handling Code
WFR	DIRECT

XX-2-SDM-AUTHN

TRI-STAR RISK MGMT
PO BOX 60072
CORPUS CHRISTI, TX 78466

TRISTAR RISK MGT.

DEC 06 2006

RECEIVED

LIABILITY FUND
ADJ-RICHARD WEEKS
CLAIM NUMBER

OFFICE# M DALLAS, TX
(972) 888-1440
CLAIMANT NAME / DESCRIPTION

D/A RES DEPT

2003-0-464559-00002-LB-A-AL ZAVALA, RODOLFO
O G T TRUCKING CLM#04119602 RODOLFO ZAVALA
NET BENEFITS: \$14,560.88

2006 DEC 12 AM 9 32
SCHIDALGO COUNTY
WORKERS' COMP.

Cambridge Integrated Services Group, Inc.

34820 Harper Ave
Mt Clemens, MI 48046-2305

WACHOVIA BANK, N.A.
GREENVILLE, SOUTH CAROLINA
IN COOPERATION WITH & PAYABLE IF DESIRED
AT WELLS FARGO BANK, N.A. 4759-613854

67-1 / 532

Check Date	Check Code	Check Number
12/01/2006	WFR	003940863

Void After 60 Days From Date of Issue

Check Amount
\$****14,560.88

PAY FOURTEEN THOUSAND FIVE HUNDRED SIXTY AND 88/100

TO
THE
ORDER
OF

TRI-STAR RISK MGMT
PO BOX 60072
CORPUS CHRISTI, TX 78466

[Handwritten Signature]
[Handwritten Signature]

CAC

0003940863 053200019 2079971056646

AI-1616

17.C.

**Palmview Fire Department Rural Response Area
CC REGULAR**

Date: 12/19/2006
Submitted By: Yolanda Orozco, FIRE MARSHAL
Submitted For: Victor Fonseca, Jr.
Department: FIRE MARSHAL
Agenda Area: Budget and Management

Agenda Item

CAPTION

Fire Marshal's Office

1. Discussion, consideration and action to expand Palmview Fire Department rural response area.

BACKGROUND

Proposing for Palmview to take over fire calls in the Alton area. As per Deputy Marshall Javier Garcia.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2006 04:52 PM	APRV
2	Ana Galvan	Anna Galvan	12/15/2006 01:51 PM	APRV
3	Purchasing Department	Marty Salazar	12/15/2006 01:53 PM	APRV
4	Auditor's Office	Becky Morales	12/15/2006 03:40 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/15/2006 05:20 PM	APRV

Form Started By: Yolanda Orozco

Started On: 12/13/2006 01:41 PM

Final Approval Date: 12/15/2006

AI-1654

17.D.

Clarification of agreement date/payment to RMA - \$ 5,000.00

CC REGULAR

Date: 12/19/2006
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Clarification of date on Agreement between Hidalgo County and the RMA to reflect March 29, 2005 and not March 30, 2005 as stated on page one of the Agreement
2. Authorize County Auditor to issue check in the amount of \$ 5,000.00 as per Interlocal Agreement

BACKGROUND

Request for check submitted to Auditor on 12/13/06

Request for funding approved on 10/24/06

Interlocal Agreement approved 12/12/06.

Revenue & Expenditures

Attachments

Link: [RMA revision to pg.1](#)

Link: [check request](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 05:54 PM	APRV
2	Sergio Cruz	Sergio Cruz	12/15/2006 09:49 AM	APRV
3	Dina Trevino	Dina Trevino	12/15/2006 05:05 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Monica Badillo

Started On: 12/13/2006 05:07 PM

Final Approval Date:

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

This Interlocal Agreement (the "Agreement") is entered into between **HIDALGO COUNTY, TEXAS** a political subdivision of the State of Texas (the "County"), by and through the Hidalgo County Commissioners Court ("Commissioners Court"), and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** ("HCRMA"), by and through its Board of Directors ("Board of Directors").

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that one or more agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefits of the parties;

WHEREAS, the County is authorized by state law to construct and maintain roads and bridges within Hidalgo County;

WHEREAS, on October 26, 2004, the Commissioners Court, at a special meeting approved a petition to the Texas Department of Transportation (the "Commission") requesting the authorization to form the Hidalgo County Regional Mobility Authority (the "HCRMA") as required by TAC Chapter 26 (the "RMA Rules");

WHEREAS, at regular meetings of the Commissioners Court held on March 29, 2005 and July 19, 2005, the Commissioners Court amended and restated the HCRMA petition to the Commission;

WHEREAS, the Commission, as required by V.T.C.A. Transportation Code, Chapter 370, the Regional Mobility Authority Act (the "Act") and the RMA Rules, by Minute Order No. 110315 dated November 17, 2005 authorized the creation of the HCRMA;

WHEREAS, the HCRMA has agreed pursuant to its application to the Commission to study the feasibility of establishing a network of roads within Hidalgo County;

WHEREAS, the HCRMA is seeking funds to pay for its initial start up and operating expense, until such time as the HCRMA can obtain sufficient revenues to fund its own operations internally;

WHEREAS, the County has agreed to provide a loan to the HCRMA in order to pay for expenses associated with creating the HCRMA and its initial funding;

WHEREAS, the HCRMA's and Board of Directors have been appointed and the HCRMA is now operational;

WHEREAS, the HCRMA's Board of Directors have passed a resolution dated _____ wherein the Board authorized the HCRMA to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in, the undersigned parties agree as follows:

ARTICLE 1 PURPOSE

1.01 The HCRMA is authorized to fund its operations, *inter alia*, through the acceptance of grants and loans, the issuance of revenue bonds, gifts and other contributions for any purpose of the Act.

1.02 The purpose of this Agreement is to memorialize an understanding under which the County will assist the HCRMA by making available a loan of funds to support the HCRMA 's organization efforts. The funds to be loaned to the HCRMA by the County are permitted under the authority of the Act and pursuant to Texas Constitution Article III, Section 52.

ARTICLE 2 FINANCIAL ASSISTANCE

2.01 In order to provide the HCRMA with initial operating funds prior to the HCRMA obtaining other sources of financing or revenue as provided for in the Act, to finance a "Transportation Project" as that term is defined in the Act, the Commissioners Court on October 24, 2006, determined that the establishment of the HCRMA within Hidalgo County serves a valid public purpose, and accordingly approved an initial loan of funds to the HCRMA in the amount of **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)** in 2006 an amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00)** (collectively the "Initial Loans"), for the purpose of assisting the HCRMA in its organization efforts. In the event that the parties agree at a later date that additional funding is necessary for ongoing operations, the parties shall execute new agreements evidencing that indebtedness. Should the HCRMA request additional funding, the request shall be submitted as part of the County's annual budget process.

2.02 HCRMA shall establish a "Hidalgo County Loan Account" at its depository bank. The date the Loan proceeds are transferred from the County to the Hidalgo County Loan Account is hereinafter referred to as the "Deposit Date." HCRMA's depository bank shall not commingle funds in the Hidalgo County Loan Account with any other funds held by the depository bank. If, during the course of this Agreement, the HCRMA changes its depository bank, the HCRMA shall cause the transfer of any remaining funds in the Hidalgo County Loan Account into an equivalent account in the new depository bank, subject to the same security and fund segregation requirements prescribed in this paragraph.

2.03 Interest on the amount of the Loan shall accrue from the Deposit Date at the rate of _____ simple interest per annum, and, if not paid, shall compound at the rate of _____ per annually on the Deposit Date of each succeeding year, until such time as the Loan amount and any accrued interest thereon is paid.

2.04 The parties to this Agreement agree that the Loan provided for herein shall be reimbursed in total from the proceeds of the first available revenues received by the HCRMA to construct the Transportation Project, or from any other lawful funds of the RMA. If bonds are issued for the acquisition and construction of the first Transportation Project undertaken by the HCRMA, a portion of the proceeds from the bonds shall be used to retire the Loan and any interest accrued thereon in full upon their issuance. In the event a third party builds the Transportation Project, the County shall receive as part of the agreement between the third party and the HCRMA funds sufficient to pay the Loan amount and any interest thereon in its entirety, within sixty (60) days of the execution of the agreement between HCRMA and the third party. In the event the Transportation Project referenced above is never undertaken by the HCRMA, the parties agree to negotiate in good faith the repayment of the Loan advanced to the HCRMA pursuant to this Agreement.

2.05 Any partial payments made to the County by the HCRMA in payment of the Loan shall first be applied to reduce the amount of any accrued interest thereon and then to the principal amount of the Loan.

2.06 The Loan to be made available to HCRMA by the County under the provisions of this Agreement is contingent upon an appropriation by County to cover the provisions of this Agreement. Neither County, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of County makes any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of County. The failure of County to appropriate sufficient funds will not cause County to be in default under this Agreement, and HCRMA 's sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE 3

HCRMA 'S RESPONSIBILITIES

3.01 The Hidalgo County Treasurer's Office will, upon request, process payroll for the HCRMA. If the Hidalgo County Treasurer's Office processes payroll for the HCRMA, the HCRMA prior to each pay period agrees to deposit with the County funds sufficient to cover all the HCRMA's salary and benefits expense.

3.02 HCRMA agrees to perform and comply in accordance with all federal, state, and local laws and ordinances applicable to the work or services performed pursuant to this Agreement and the operation of the HCRMA.

3.03 HCRMA shall on a quarterly basis submit a report detailing how the HCRMA has expended any and all of the Loan funds received under this Agreement during the past quarter. The County reserves the right to audit any and all of the HCRMA's records pertaining to the Loan funds received pursuant to this Agreement. HCRMA shall use generally accepted state and federal accounting procedures to account for the entire Loan funds. HCRMA will make all of its accounting records available at reasonable times to the County for audit and inspection throughout the term of this Agreement and the Hidalgo County Commissioners Court or the Hidalgo County Auditor's Office may request during the term of this Agreement, at their sole discretion, any additional reporting documents they deem appropriate. In addition, HCRMA agrees to maintain and preserve the accounting records pertaining to the Loan funds for a period of two years after the termination of the Agreement, and the County shall have the right to audit and review these records at reasonable times, during this period. This provision shall survive the termination of this Agreement.

ARTICLE 4

DEFAULT

4.01 Should HCRMA not repay the Loan as set forth in Article II, the County shall declare HCRMA in default. HCRMA shall be responsible for reimbursing the County for all costs or other losses of funds resulting from any default or failure to perform by HCRMA. HCRMA acknowledges and agrees that the County has no adequate remedy at law to enforce this Agreement and therefore equitable relief (including mandatory injunctions requiring HCRMA to perform its obligations hereunder) will be appropriate upon a default by HCRMA under this Agreement.

ARTICLE 5

TERM & TERMINATION

5.01 The parties understand and agree that this Agreement shall remain in full force and effect until such time as any Loan funds advanced to the HCRMA by the County under this arrangement are repaid in full, or such earlier time if terminated by

County. In order to accomplish this in accordance with the requirements of Chapter 791 of the Government Code, this Agreement will be for a term of one (1) year and shall automatically renew itself annually thereafter, unless the County terminates it earlier. County may terminate this Agreement at any time by providing reasonable advance written notice to HCRMA. Upon termination the Loan shall be due and payable in full.

ARTICLE 6 INDEMNIFICATION

6.01 HCRMA, to the extent permitted by law, agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the HCRMA and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the HCRMA or any agent, employee, official, or contractor of the HCRMA. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

ARTICLE 7 LEGAL CONSTRUCTION

7.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 8 AMENDMENTS

8.01 Any changes in the character, agreement, terms, or responsibilities of the parties must be made through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties.

ARTICLE 9 SUCCESSORS & ASSIGNS

9.01 This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including, without limitation, any successor agency, of a party. HCRMA is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the County. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the County shall be void and may be grounds for termination of this Agreement.

ARTICLE 10 RELATIONSHIP OF THE PARTIES

10.01 Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the State and the County.

ARTICLE 11 INTERPRETATION

11.01 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

ARTICLE 12 SIGNATORY AUTHORITY

12.01 Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the State and the County, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

ARTICLE 13 NOTICES

13.01 Any notice, notification instrument, document, or information (collectively, a "Notice") which is required, provided, or permitted to be sent, furnished, or delivered pursuant to the provisions of this Agreement, must be in writing. If a Notice is sent by telecopier, it must be properly addressed, reflecting the telecopier telephone number of the addressee(s), and must be transmitted by a telecopier which produces a dated confirmation message. If a Notice is sent by other than a telecopier, the Notice must be enclosed in a sealed wrapper, properly addressed, and either (i) delivered to and receipted for by a messenger or overnight delivery service, with instructions for delivery on the same day or the next day which is not a Saturday, Sunday or legal holiday, or (ii) deposited with the domestic mail service of the United States Postal Service at post office or official depository under the care and custody of the United States Postal Service with sufficient postage prepaid, sent by United States registered or certified first class mail, return receipt requested. The addresses and telecopier telephone numbers to which any Notice is to be sent are as follows:

HCRMA: Executive Director, HCRMA
c/o LRGCDC
311 N. 15th St.
McAllen, Texas 78501
Fax No. (956)631-4670

COUNTY: Hidalgo County Judge
100 E. Cano
Edinburg, Texas 78539
Fax No. (956) 318-2699

ARTICLE 14 PRIOR WRITTEN AGREEMENTS

14.01 This Agreement is without regard to any and all prior written or oral contracts or agreements between the County and HCRMA regarding any other subject or matter and does not modify, amend, ratify, confirm or renew any such prior contract or agreement between the parties and this Agreement contains all agreements between the parties, and the parties shall not recognize any agreement not contained herein.

ARTICLE 15 OTHER SERVICES

15.01 Anything contained herein notwithstanding, the County shall not be obligated to fund additional monies or provide any additional services other than as stated in the Agreement.

ARTICLE 16 GOVERNMENTAL IMMUNITY

16.01 Nothing in this Agreement shall, be deemed or construed to waive, modify or amend any legal defense available at law or in equity to either party, nor to create any legal rights or claim on behalf of any third party. Neither the County nor HCRMA waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

ARTICLE 17 MULTIPLE COUNTERPARTS

17.01 This Agreement may be executed by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

This Agreement is entered into this ____ day of _____, 2006.

HIDALGO COUNTY

Ramon Garcia
Hidalgo County Judge

ATTEST:

Eddy Trevino
County Clerk

APPROVED AS TO LEGAL FORM

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

APPROVED AS TO FINANCIAL CONTENT

Valde Guerra
Budget Officer

**HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY**

Name: Dennis Burleson
Chairman, Board of Directors

ATTEST:

Secretary



HIDALGO COUNTY BUDGET OFFICE
100 East Cano, 2nd Floor – Administration Bldg.
Edinburg, Texas 78539-3587
PHONE: (956) 292-7025
FAX: (956) 292-7034

To: Ray Eufracio, County Auditor

From: Valde Guerra, Budget Officer

Date: December 13, 2006

Re: Request for check to RMA

Pursuant to action taken by Hidalgo County Commissioners' Court on October 24, 2006 regarding funding to the Regional Mobility Authority, please issue a check payable to Hidalgo County Regional Mobility Authority (RMA) c/o LRGVDC, 311 N. 15th St., McAllen, Texas 78501 in the amount of \$ 5,000.00.

I will provide you a fully executed copy of the Interlocal Agreement which was approved on December 12, 2006.

Thank you for your prompt attention to this matter.



HIDALGO COUNTY COMMISSIONERS

RAMON GARCIA
COUNTY JUDGE

SYLVIA S. HANDY
COMMISSIONER, PCT. #1

HECTOR "TITO" PALACIOS
COMMISSIONER, PCT. #2

JOE M. FLORES
COMMISSIONER, PCT. #3

OSCAR L. GARZA, JR.
COMMISSIONER, PCT. #4

AI-1653

17.E.

**Payment to Rainbow Room/Estrella House
CC REGULAR**

Date: 12/19/2006
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Authorize County Auditor to issue check to Children's Advocacy Center dba Estrella House in the amount of \$ 22,246.10 and payment to The Rainbow Room in the amount of \$ 22,246.09

BACKGROUND

Original request for payment submitted to Auditor on 12/13/06

Declaration of Support documents approved on 11/21/06

Acct. #6-1100-444-20-110-057-0-843 (890) (pending transfer 12/19/06 correcting obj. #)
6-1100-465-10-115-057-0-843

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 05:53 PM	APRV
2	Sergio Cruz	Sergio Cruz	12/15/2006 09:53 AM	APRV
3	Purchasing Department	Marty Salazar	12/15/2006 01:06 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:38 PM	APRV
5	Arcy Duran			PEND
6	Agenda Coordinator			

Form Started By: Monica Badillo

Started On: 12/13/2006 04:57 PM

Final Approval Date:

AI-1640

17.F.

**pmt. to LRGW Committee - El Morillo Drain
CC REGULAR**

Date: 12/19/2006
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Discussion, consideration and action to pay invoice to Lower Rio Grande Water Committee, Inc. in the amount of \$ 11,409.17 (county's portion) in connection with El Morillo Drain (2005 Operations & Maintenance)

BACKGROUND

Funds available in acct. 6-1100-415-00-115-002-0-841
Original Invoice submitted to Auditors on 12/13/06.

Payment previously made - \$ 11,031.34 on 8/22/06 for Rehab. Work to El Morillo Drain

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1100-415-00-115-002-0-841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Check # 261773 in the amount of \$11409.17 (already "cut" by auditor's office; procedural item)

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 05:44 PM	APRV
2	Dale Kennan	Dale Kennan	12/15/2006 09:57 AM	APRV
3	Dina Trevino	Dina Trevino	12/15/2006 05:03 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Monica Badillo

Started On: 12/13/2006 04:22 PM

Final Approval Date:

AI-1623

17.G.

**Budget & Management- Interfund Transfer
CC REGULAR**

Date: 12/19/2006
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Court Reporter Fund (1239)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interfund transfer- Co. Wide Adm. - Contingency to Court Reporter \$2,800.00

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** 6-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

\$12,905.00 available balance in object code 899-Co Wide Contingency as of 12-15-06.
RC
Transfer into 6-1239-412-00-115-043-0-339 in the amount of \$2,800.00

Attachments

Link: [Interfund Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2006 05:59 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/15/2006 10:17 AM	APRV
3	Purchasing Department	Marty Salazar	12/15/2006 11:21 AM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:32 PM	APRV
5	Arcy Duran	Arcilia Duran	12/15/2006 05:27 PM	APRV
6	Janie Lozano	Janie Lozano	12/18/2006 08:45 AM	APRV
7	Linda Fong	Becky Morales	12/18/2006 09:50 AM	APRV
8	Agenda Coordinator			NEW

Form Started By: Dale Kennan

Started On: 12/13/2006 02:34 PM

Final Approval Date:

DATE: December 18, 2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for COURT REPORTER fund

ACCOUNT NUMBER: 6-1239-412-00-115-043-0-339

SUBJECT: INTERFUND TRANSFER/S (TRANSFER IN/ OUT) (INCREASE/DECREASE) 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 departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(2,800.00)
6-1100-491-01-000-239-0-891	TRANSFERS OUT-COURT REPORTER SERVICE	2,800.00
6-1239-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	2,800.00
6-1239-412-00-115-043-0-339	COURT REPORTER-OTHER PROFESSIONAL SRV	2,800.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund pending payments for the Court Reporters fund

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-1612

17.H.

**Auxiliary Court - Location Designation
CC REGULAR**

Date: 12/19/2006

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Budget and Management

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Pursuant to Texas Local Government Code, Chapter 292.002 (b) authorization and approval of "location designation" of the Hidalgo County Administration Building (` 100 E. Cano, Edinburg, Tx) as a "place" for an Auxiliary Court ; (re-location of an Auxiliary Court from Annex Bldg. north of Courthouse approved by Commissioner Court on December 5, 2006 so as to permit the housing of County Court at Law #6 commencing on 1-1-07..

BACKGROUND

Revenue & Expenditures

Attachments

Link: [292.002](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2006 01:27 PM	APRV
2	Purchasing Department	Marty Salazar	12/14/2006 12:45 PM	APRV
3	Auditor's Office	Linda Fong	12/15/2006 01:28 PM	APRV
4	Agenda Coordinator	Monica Badillo	12/15/2006 05:20 PM	APRV

Form Started By: Marty Salazar

Started On: 12/13/2006 12:38 PM

Final Approval Date: 12/15/2006

PUBLIC BUILDINGS

§ 292.0025

- Section**
 292.004. Facilities Within Municipality Designated as County Seat.
 292.005. Issuance of Boat and Outboard Motor Certificates at Branch Offices.
 292.006. Branch Office of County Clerk.
 [Sections 292.007 to 292.020 reserved for expansion]

SUBCHAPTER B. AUXILIARY FACILITIES IN CERTAIN COUNTIES

- 292.021. Facilities in Certain Counties With Populations of 90,001 to 225,000.
 292.022. Facilities in Certain Counties With Populations Over 110,000.
 292.023. Facilities in Certain Counties.
 292.0231. Facilities in Counties with Populations Under 30,000.
 292.024. Tax Assessor-Collector Facilities in Counties With Large Municipalities.
 292.025. Facilities in Certain Counties.
 292.026. Tax Assessor-Collector Facilities in Certain Counties With Populations Over 70,000.
 292.027. Tax Assessor-Collector Facilities in Certain Counties.
 292.028. Maintenance of Certain Tax Offices.
 292.029. Court Facilities in Populous Counties.
 292.030. Facilities in Unincorporated Area of County.

SUBCHAPTER A. GENERAL PROVISIONS

§ 292.001. Authority for Buildings Other Than Courthouse; Lease to Other Persons; Location of Justice of Peace Court

(a) The commissioners court of a county may purchase, construct, or provide by other means, including a lease or a lease with an option to purchase, or may reconstruct, improve, or equip 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, if the commissioners court determines that the additional building or rooms are necessary. The commissioners court may purchase and improve the necessary site for the building or rooms.

(b) The building or rooms must be located in the county seat. However, if the building or rooms are for housing county jail facilities, the building or rooms may be located anywhere in the county at the discretion of the commissioners court.

(c) The commissioners court may lease or rent to any person any part of the building or rooms that are not necessary for the purposes described by Subsection (a).

(d) A justice of the peace court may not be housed or conducted in a building located outside the court's precinct except as provided by Section 27.051(f), Government Code, or unless the justice of the peace court is situated in the county courthouse in a county with a population of at least 242,000 persons but no more than 248,000 persons.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 64(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1223, § 2, eff. June 16, 1989; Acts 1989, 71st Leg., 1st C.S., ch. 31, § 1, eff. Oct. 18, 1989; Acts 1993, 73rd Leg., ch. 825, § 1, eff. Sept. 1, 1993; Acts 2001, 77th Leg., ch. 669, § 84, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 6, eff. Sept. 1, 2001.

§ 292.002. Facilities Outside County Seat

(a) The commissioners court of a county may provide an office building or a jail facility at a location in the county outside the county seat in the same manner that is applicable to such a building or facility at the county seat. The commissioners court may provide for the building or facility through the issuance of bonds as provided by Subtitles A, C, and D, Title 9, Government Code,¹ or through the issuance of other evidences of indebtedness in the same manner as bonds or evidences of indebtedness applicable to a courthouse or jail at the county seat. The commissioners court may provide office space in the building or facility for any county or precinct office except a court required by law to sit at the county seat. However, a county officer who is provided space in the building or facility shall maintain an office at the county seat and shall keep the original records of office at that office.

(b) The commissioners court may authorize places located in the county but outside the municipality designated as the county seat as auxiliary courts for the holding of court proceedings and may designate those places as auxiliary county seats for this purpose.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 419, § 1, eff. May 28, 1997; Acts 2001, 77th Leg., ch. 1420, § 8.304, eff. Sept. 1, 2001.

¹ V.T.C.A., Government Code § 1201.001 et seq., V.T.C.A., Government Code § 1251.001 et seq. and V.T.C.A., Government Code § 1301.001 et seq.

§ 292.0025. Facilities Outside County Seat in Certain Counties

(a) This section applies only to a county that has a population of 18,000 or less.

(b) The commissioners court of a county may provide an auxiliary court, office building, or jail facility

AI-1664

17.I.

**Interdepartmental Transfer
CC REGULAR**

Date: 12/19/2006
Submitted By: Stephanie Palacios, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer - IT Department

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Inter-departmental transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 05:59 PM	APRV
2	Ana Galvan	Anna Galvan	12/15/2006 01:45 PM	APRV
3	Dina Trevino	Dina Trevino	12/15/2006 05:09 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Stephanie Palacios

Started On: 12/14/2006 02:11 PM

Final Approval Date:

INTER-DEPARTMENTAL TRANSFER

DATE: December 15, 2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Information Technology Dept

ACCOUNT NUMBER: 6-1100-415-00-200-001-0-550

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
6-1100-415-00-200-002-0-601	Office Supplies	(525.00)
TO:		
6-1100-415-00-200-001-0-550	Printing & Binding	525.00
Total Budget Increase/Decrease		0.00

REASON: Inter-Departmental transfer to cover expenses in above mentioned object code.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-1688

17.J.

appropriation of revenues

CC REGULAR

Date: 12/19/2006

Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR

Submitted For: Raul Silguero

Department: COMM. CT ADMINISTRATOR

Agenda Area: Budget and Management

Agenda Item

CAPTION

Appropriation of Revised 2006 Estimated General Fund Revenues to various accounts

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox Approved By Date Status

Form Started By: Monica Badillo Started On: 12/15/2006 05:32 PM

Final Approval Date: 12/15/2006

AI-1689

17.K.

Constable Pct. #1 & 3 - Larry Gallardo:
CC REGULAR

Date: 12/19/2006

Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR

Submitted For: Larry Gallardo

Department: COMM. CT ADMINISTRATOR

Agenda Area: Budget and Management

Agenda Item

CAPTION

Constables Pct. #1 & 3:

Discussion, consideration and action to participate in "*Operation Wrangler*" being funded by the Governor's Office geared towards intelligence gathering within the law enforcement community

BACKGROUND

Governor's Office will reimburse overtime earned at 100%
First operation is from January 15 to January 22, 2007

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox Approved By Date

Status

Form Started By: Monica Badillo Started On: 12/15/2006 05:40
PM

Final Approval Date: 12/15/2006

AI-1679

17.L.

**Interdepartmental Transfer
CC REGULAR**

Date: 12/19/2006
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Public Defenders Office
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Approval of interdepartmental transfer - Co. Wide Adm. to Public Defense-\$100,000.00

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Transfer to Public Defense in the amount of \$100,000.00.

Attachments

Link: [Interdepartmental Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 04:39 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Dale Kennan

Started On: 12/15/2006 02:43 PM

Final Approval Date:

DATE: December 15, 2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for the Public Defense Office

ACCOUNT NUMBER: 6-1100-41X-X0-115-0XX-0-XXX

SUBJECT: Interdepartmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	-100,000.00
6-1100-412-30-115-016-0-333	PUBLIC DEFENSE-LEGAL SERVICES	100,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer from Co. Wide Adm. -Contingency into PUBLIC DEFENSE-LEGAL SERVICES account to fund negative balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-1673

17.M.

**SHERIFF'S INVESTIGATION FUND 1227-HB 65 BUDGET AMENDMENT
CC REGULAR**

Date: 12/19/2006
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Approval to appropriate funds received on a seizure award in the Sheriff's Investigation Fund 1227 - HB 65.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
\$714.12 Available Funds to Appropriate

ACCT. #: 6-1227-352-30-280-000-0-000
MATCHING FUNDS Y/N?:

Attachments

Link: [budget amendment](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 04:50 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Sergio Cruz
Started On: 12/15/2006 01:31 PM

Final Approval Date:

DATE: December 6, 2006
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Investigation Fund 1227-HB 65
ACCOUNT NUMBER: 6-1227-421-00-280-005-0

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 department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	
6-1227-421-00-280-005-0-748	Other Equipment	
6-1227-352-30-280-000-0-000	CRT ORD CONFISCATIONS	

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate monies received on a seizure award. (County Treasurer's Receipts)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

nce with Local Government

AMOUNT	
	714.12
	714.12

714.12

ipt No. 107206

ATTEST COUNTY CLERK

AI-1672

17.N.

**Interdepartmental Transfer
CC REGULAR**

Date: 12/19/2006
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from Co. Wide Adm. -Contingency to various departments for Life and Health Insurance-\$5,974.34.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:
FUNDS AVAILABLE Y/N?: Pending
BUDGETARY IMPACT:
See attached

ACCT. #: Various
MATCHING FUNDS Y/N?:

Attachments

Link: [Interdepartmental Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 03:23 PM	APRV
2	Purchasing Department	Marty Salazar	12/15/2006 03:23 PM	APRV
3	Auditor's Office	Becky Morales	12/15/2006 03:51 PM	APRV
4	Angelica Tapia	Angelica Tapia	12/15/2006 04:22 PM	APRV
5	Becky Morales	Becky Morales	12/18/2006 09:51 AM	APRV
6	Agenda Coordinator			NEW

Form Started By: Dale Kennan

Started On: 12/15/2006 01:30 PM

Final Approval Date:

DATE: December 15, 2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Various Departments

ACCOUNT NUMBER: 6-1100-4XX-XX-XXX-XXX-0-XXX

SUBJECT: **Interdepartmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(5,974.34)
6-1100-412-00-001-001-0-211	92ND DC-HEALTH INSURANCE	0.50
6-1100-412-00-002-001-0-211	93RD DC-HEALTH INSURANCE	173.50
6-1100-412-00-003-001-0-211	139TH DC-HEALTH INSURANCE	0.50
6-1100-412-00-005-001-0-211	275TH DC-HEALTH INSURANCE	0.50
6-1100-412-00-006-001-0-211	332ND DC-HEALTH INSURANCE	0.50
6-1100-412-00-007-001-0-211	370TH DC-HEALTH INSURANCE	0.50
6-1100-412-00-008-001-0-211	389TH DC-HEALTH INSURANCE	0.50
6-1100-412-00-009-001-0-211	398TH DC-HEALTH INSURANCE	0.50
6-1100-412-00-009-003-0-211	INDIGENT DEFENSE-HEALTH INSURANCE	0.22
6-1100-412-00-021-001-0-211	CCL#1-HEALTH INSURANCE	0.50
6-1100-412-00-023-001-0-211	CCL#3 PROBATE CRT-HEALTH INSURANCE	173.50
6-1100-412-00-024-001-0-211	CCL#4-HEALTH INSURANCE	0.30
6-1100-412-00-025-001-0-211	CCL#5-HEALTH INSURANCE	0.50
6-1100-412-00-045-001-0-211	AUXILIARY COURT-HEALTH INSURANCE	0.50
6-1100-412-00-061-001-0-211	JP PCT 1/PL 1-HEALTH INSURANCE	0.50
6-1100-412-00-062-001-0-211	JP PCT 1/PL 2-HEALTH INSURANCE	0.50
6-1100-412-00-063-001-0-211	JP PCT 2/PL 1-HEALTH INSURANCE	0.48
6-1100-412-00-064-001-0-211	JP PCT 2/PL 2-HEALTH INSURANCE	0.50
6-1100-412-00-065-001-0-211	JP PCT 3/PL 1-HEALTH INSURANCE	0.50
6-1100-412-00-066-001-0-211	JP PCT 3/PL 2-HEALTH INSURANCE	0.50
6-1100-412-00-067-001-0-211	JP PCT 4/PL 1-HEALTH INSURANCE	0.50
6-1100-412-00-068-001-0-211	JP PCT 4/PL 2-HEALTH INSURANCE	0.64
6-1100-412-00-069-001-0-211	JP PCT 5/PL 1-HEALTH INSURANCE	0.50
6-1100-412-00-090-001-0-211	DIST CLERK-HEALTH INSURANCE	0.50
6-1100-412-30-115-016-0-211	PUBLIC DEFENSE-HEALTH INSURANCE	0.22
6-1100-413-00-110-006-0-211	CO JUDGE-HEALTH INSURANCE	693.19
6-1100-413-00-110-006-0-212	CO JUDGE-LIFE INSURANCE	2.22
6-1100-413-30-115-017-0-211	CO COMM-HEALTH INSURANCE	0.11
6-1100-414-00-130-001-0-211	ELECTIONS DEPT-HEALTH INSURANCE	693.62
6-1100-415-15-140-001-0-212	TAX OFF-LIFE INSURANCE	2.25
6-1100-415-16-150-001-0-211	CO TREASURER-HEALTH INSURANCE	0.64

6-1100-415-18-160-001-0-211	PURCHASING-HEALTH INSURANCE	346.61
6-1100-415-21-170-001-0-211	CO AUDITOR-HEALTH INSURANCE	0.39
6-1100-415-50-190-001-0-211	CIVIL SERVICE-HEALTH INSURANCE	0.79
6-1100-419-10-210-001-0-211	PLANNING DEPT-HEALTH INSURANCE	347.00
6-1100-419-40-220-001-0-211	GEN GOVT BLDG-HEALTH INSURANCE	520.79
6-1100-419-40-220-002-0-211	BLDG MINOR ST-HEALTH INSURANCE	867.50
6-1100-421-00-280-001-0-211	SHERIFF-HEALTH INSURANCE	208.64
6-1100-421-00-280-001-0-212	SHERIFF-LIFE INSURANCE	3.07
6-1100-421-00-291-001-0-211	CONSTABLE PCT.1-HEALTH INSURANCE	0.65
6-1100-421-00-293-001-0-211	CONSTABLE PCT.3-HEALTH INSURANCE	0.54
6-1100-421-00-294-001-0-211	CONSTABLE PCT.4-HEALTH INSURANCE	0.64
6-1100-423-21-280-002-0-212	JAIL-LIFE INSURANCE	11.44
6-1100-432-00-123-001-0-211	SANITATION PCT.3-HEALTH INSURANCE	1,041.15
6-1100-432-00-123-001-0-212	SANITATION PCT.3-LIFE INSURANCE	7.73
6-1100-432-00-124-001-0-211	SANITATION PCT.4-HEALTH INSURANCE	520.67
6-1100-441-00-340-001-0-211	HEALTH ADM-HEALTH INSURANCE	346.84
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund negative amounts for Health and Life Insurance for various departments.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-1683

17.0.

**Indigent Health Care
CC REGULAR**

Date: 12/19/2006
Submitted By: Mario Betancourt, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Indigent Health Care

(1) To increase estimated revenue by \$148,073.72 for actual revenues received, and
(2) To appropriate \$1,566,754.80 to cover negative account balance and to cover expected expenditures through the end of the year.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [BudgetAmendment](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 05:00 PM	APRV
2	Dale Kennan	Dale Kennan	12/15/2006 05:04 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Mario Betancourt

Started On: 12/15/2006 03:12 PM

Final Approval Date:

DATE: December 11, 2006
DEPARTMENT HEAD: Valde Guerra
DEPARTMENT NAME: Dept. of Budget & Management
ACCOUNT NUMBER: Various

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 department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	
6-1249-334-00-240-001-6-000	SSI APPELLANT FY2005-2006	
6-1249-334-00-240-001-7-000	SSI APPELLANT FY2006-2007	
6-1249-334-00-240-003-6-000	INDIGENT ASSISTANCE FY2005-2006	
6-1249-360-00-000-000-0-000	INDIGENT HLTH CARE- MISCELLANEOUS REVENUE	
6-1249-361-10-000-000-0-000	INDIGENT HLTH CARE-INTEREST EARNINGS	
6-1249-444-00-240-003-7-899	INDIGENT FY 2006-2007- CONTINGENCY	

TOTAL FUND BALANCE IMPACT

REASON: (1) To increase estimated revenue by \$148,073.72 for actual revenues received
(2) To appropriate \$1,566,754.80 to cover negative account balance and to cover expected expenses of the year.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

Partnership with Local Government

[illegible]

d, and
d expenditures through the end

ATTEST COUNTY CLERK

AI-1687

17.P.

**Employee Transfer
CC REGULAR**

Date: 12/19/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Veteran's Services and County Judges Office

1. Discussion, consideration and action transferring employee # 122319 from Dept. 110 to Dept. 370 effective 12-19-06.
2. Approval of inter-departmental transfer
3. Approval of revised salary schedules

BACKGROUND

Revenue & Expenditures

Attachments

Link: [transfer](#)

Link: [salary](#)

Link: [fiscal note](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 05:19 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Rosie Cantu

Started On: 12/15/2006 05:11 PM

Final Approval Date:

DATE: December 15, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT
FOR COUNTY JUDGES' AND VETERANS' SERVICES

ACCOUNT NUMBER: 6-1100-4XX-00-XX0-00X-0-XXX

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection 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, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
6-1100-413-00-110-006-0- 113	CO. JUDGE - PERM. F/T EMPLOYEES	(1,542.39)
6-1100-413-00-110-006-0- 118	CO. JUDGE - AUTO ALLOWANCE	(83.08)
6-1100-413-00-110-006-0- 220	CO. JUDGE - FICA	(124.35)
6-1100-413-00-110-006-0- 230	CO. JUDGE - RETIREMENT	(128.41)
6-1100-413-00-110-006-0- 250	CO. JUDGE - UNEMPLOYMENT COMP.	(8.13)
6-1100-413-00-110-006-0- 260	CO. JUDGE - WORKERS COMP.	(12.52)
TO		
6-1100-444-00-370-001-0- 113	VETERAN'S SRV - PERM. F/T EMPLOYEES	1,542.39
6-1100-444-00-370-001-0- 118	VETERAN'S SRV - AUTO ALLOWANCE	83.08
6-1100-444-00-370-001-0- 220	VETERAN'S SRV - FICA	124.35
6-1100-444-00-370-001-0- 230	VETERAN'S SRV - RETIREMENT	128.41
6-1100-444-00-370-001-0- 250	VETERAN'S SRV - UNEMPLOYMENT COMP.	8.13
6-1100-444-00-370-001-0- 260	VETERAN'S SRV - WORKERS COMP.	12.52
TOTAL BUDGET INCREASE (DECREASE)		(0.00)

REASON: INTERDEPARTMENTAL TRANSFER TO FUND TRANSFER OF EMPLOYEE FROM CO. JUDGES OFFICE TO VETERANS SERVICES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**HIDALGO COUNTY
COMMISSIONER COURT
2006 SALARY SCHEDULE**

**1100-413-00-110-006-0
CO JUDGE**

Slot #	Obj Code	POSITION TITLE	2005 BUDGETED SALARY	2006 ADJUSTED SALARY	2006 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2006 BUDGETED SALARY APPROVED	2006 ACTUAL SALARY	Other Allowances					2006 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	111	COUNTY JUDGE	\$81,571.00	\$0.00	\$81,571.00	0.03	\$2,447.00	\$0.00	\$84,018.00	\$84,018.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$92,018.00
2	113	EXECUTIVE ASST	\$42,000.00	\$0.00	\$42,000.00	0.03	\$1,260.00	\$0.00	\$43,260.00	\$43,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,260.00
3	113	ADMINISTRATIVE ASSISTANT	\$43,260.00	\$0.00	\$43,260.00	0.03	\$1,298.00	\$0.00	\$44,558.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
5	113	ADMINISTRATIVE ASSISTANT	\$48,668.00	\$0.00	\$48,668.00	0.03	\$1,460.00	\$0.00	\$50,128.00	\$44,558.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,558.00
7	113	ADMINISTRATIVE ASSISTANT	\$41,675.00	(\$3,350.00)	\$38,325.00	0.03	\$1,149.75	\$0.00	\$39,474.75	\$33,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,300.00
9	113	ADM SECRETARY	\$26,802.00	\$1,400.00	\$28,202.00	0.03	\$846.00	\$0.00	\$29,048.00	\$29,048.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,048.00
11	113	ASST CHIEF ADMIN	\$57,075.00	\$0.00	\$57,075.00	0.03	\$1,712.31	\$0.00	\$58,787.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	113	ADM SECRETARY	\$19,661.00	\$0.00	\$19,661.00	0.03	\$590.00	\$0.00	\$20,251.00	\$20,251.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,251.00
13	113	ADMINISTRATIVE ASSISTANT	\$43,260.00	\$0.00	\$43,260.00	0.03	\$1,298.00	\$0.00	\$44,558.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	113	BOOKKEEPER	\$38,587.00	\$0.00	\$38,587.00	0.03	\$1,158.00	\$0.00	\$39,745.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	113	CHIEF ADMIN	\$70,298.00	\$0.00	\$70,298.00	0.03	\$2,109.00	\$0.00	\$72,407.00	\$54,474.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,474.75
17	113	REVENUE SECRETARY	\$23,594.00	\$1,400.00	\$24,994.00	0.03	\$750.00	\$0.00	\$25,744.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	113	BUDGET CONTROL OFFCR	\$52,647.00	\$0.00	\$52,647.00	0.03	\$1,579.00	\$0.00	\$54,226.00	\$54,226.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,226.00
19	113	ADMINISTRATIVE AIDE I	\$23,594.00	\$1,400.00	\$24,994.00	0.03	\$750.00	\$0.00	\$25,744.00	\$25,744.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,744.00
20	113	ADMIN AIDE II	\$39,225.00	\$0.00	\$39,225.00	0.03	\$1,177.00	\$0.00	\$40,402.00	\$40,402.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,402.00
21	113	EMERGENCY MNGT COORD	\$55,000.00	(\$2,500.00)	\$52,500.00	0.03	\$1,575.00	\$0.00	\$54,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A022	113	FIRE MARSHAL	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00
			\$706,917.00	(\$1,650.00)	\$705,267.00		\$21,159.06	\$0.00	\$726,426.06	\$469,281.75	\$0.00	\$0.00	\$15,000.00	\$8,000.00	\$0.00	\$492,281.75

VACANT

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, December 19, 2006

Agenda Item: AI-1687

Summary of request/proposal: Discussion, consideration and action transferring employee # 122319 from Dept. 110 to Dept. 370 effective 12-19-06.

Fund	Position	Slot#	Obj	Current Budgeted Pay	Salary	Requested	Total Adjustment Requested
1100	ASST VSO	004	113	0.00		44,558.00	44,558.00
1101	ASST VSO	004	118	0.00		2,400.00	2,400.00
				0.00		46,958.00	46,958.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
6-1100-444-00-370-001-0- 113	VETERAN'S SERVICES PERM F/T EMPLOYEES	1,542.39
6-1100-444-00-370-001-0- 118	VETERAN'S SERVICES AUTO ALLOWANCE	83.08
6-1100-444-00-370-001-0- 211	VETERAN'S SERVICES HEALTH INSURANCE	-
6-1100-444-00-370-001-0- 212	VETERAN'S SERVICES LIFE INSURANCE	-
6-1100-444-00-370-001-0- 220	VETERAN'S SERVICES FICA	124.35
6-1100-444-00-370-001-0- 230	VETERAN'S SERVICES RETIREMENT	128.41
6-1100-444-00-370-001-0- 250	VETERAN'S SERVICES UNEMPLOYMENT COMP	8.13
6-1100-444-00-370-001-0- 260	VETERAN'S SERVICES WORKER'S COMP	12.52
2006 Budgetary Impact		1,898.88

2007 Budgetary Impact: N/A

Possible Funding Sources: 6-1100-413-00-110-006-0-XXX

Budget Office Recommendation:

AI-1678

17.Q.

**Inter Dept. Transfer from Co. Wide Adm. to Insurance
CC REGULAR**

Date: 12/19/2006
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Inter Departmental Transfer from Co. Wide Adm. to Insurance
\$7,136.95.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [inter dept transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 04:33 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Sergio Cruz

Started On: 12/15/2006 02:30
PM

Final Approval Date:

AI-1675

17.R.

**Interdepartmental Transfer
CC REGULAR**

Date: 12/19/2006
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Jail
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from Jail to Co. Wide Adm.
-Contingency-\$358,455.12

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1100-423-21-280-002-0-121
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriate funding from Jail to Contingency in the amount of \$358,455.12

Attachments

Link: [Interdepartmental Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 04:30 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Dale Kennan

Started On: 12/15/2006 02:00 PM

Final Approval Date:

DATE: December 15, 2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Jail

ACCOUNT NUMBER: 6-1100-4XX-XX-XXX-002-0-XXX

SUBJECT: Interdepartmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-423-21-280-002-0-121	JAIL-TEMP F/T EMPL	-358,455.12
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	358,455.12
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer into Co. Wide Adm. -Contingency from the Jail account to fund projected needs and negative balances in various departments.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-1681

17.S.

Inter Dept Transfer from Co. Wide Adm. to Easter Seals RGV
\$2,500.00

CC REGULAR

Date: 12/19/2006

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Inter Departmental Transfer from Co. Wide Adm. to Easter Seals RGV \$2,500.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Inter Dept Transfer](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 04:57 PM	APRV
2	Ana Galvan			NEW
3	Purchasing Department			
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Sergio Cruz

Started On: 12/15/2006 02:50 PM

Final Approval Date:

AI-1686

17.T.

**Interdepartmental Transfer
CC REGULAR**

Date: 12/19/2006
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Various Departments
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from Co. Wide Adm.-Contingency to Various Departments-\$19,393.97.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Transfer to various departments.

Attachments

Link: [INTERDEPT.](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 04:52 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Dale Kennan **Started On:** 12/15/2006 04:21 PM

Final Approval Date:

DATE: December 15, 2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Various Departments

ACCOUNT NUMBER: 6-1100-4XX-XX-XXX-0XX-0-XXX

SUBJECT: **Interdepartmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	-19,393.97
6-1100-412-00-024-001-0-531	CCL#4-TELEPHONE	161.42
6-1100-412-00-061-001-0-532	JP PCT 1/PL 1-CELL PHONE	82.70
6-1100-412-00-066-001-0-532	JP PCT 3/PL 2-CELL PHONE	146.22
6-1100-412-00-068-001-0-531	JP PCT 4/PL 2-TELEPHONE	33.77
6-1100-412-00-069-001-0-531	JP PCT 5/PL 1-TELEPHONE	204.72
6-1100-412-00-080-002-0-607	CRIM DA-CLEANING & JANITORIAL SUPPLIES	39.84
6-1100-415-00-200-001-0-532	INFO TECH DEPT-CELL PHONE	629.55
6-1100-415-15-140-001-0-532	TAX OFF-CELL PHONE	421.55
6-1100-415-16-150-001-0-535	CO TREASURER-POSTAGE	399.79
6-1100-419-00-115-024-0-531	PBX-TELEPHONE	15,801.72
6-1100-421-00-280-001-0-260	SHERIFF-WORKERS COMP	500.00
6-1100-421-00-295-001-0-532	CONSTABLE PCT.5-CELL PHONE	80.46
6-1100-444-00-360-001-0-581	CHILD WELFARE-TRAVEL IN COUNTY	892.23
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Transfer from Co. Wide Adm. -Contingency into various departmental accounts to fund negative balances and for the remainder of 2006.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-1684

17.U.

**New adult probation facility- Contingency \$22,592.26
CC REGULAR**

Date: 12/19/2006
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of inter-fund transfer-Fund 1301(Capital Outlay) to General Fund and approval to appropriate unexpended funds into Co. Wide Contingency \$22,592.26.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
No budgetary impact. RC

ACCT. #:
MATCHING FUNDS Y/N?:

Attachments

Link: [Inter-Fund Transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 04:17 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/15/2006 04:34 PM	APRV
3	Dina Trevino	Dina Trevino	12/15/2006 05:23 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Rosie Cantu

Started On: 12/15/2006 03:34 PM

Final Approval Date:

DATE: December 18, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT

ACCOUNT NUMBER: 6-1301-491-01-000-100-0-891 (6-1100-391-01-000-301-0-000)

CONTACT PERSON: DINA TREVIÑO **TELEPHONE NO.** (956) 292-7025

SUBJECT: **Inter-Fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-Fund 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
6-1301-391-01-000-100-0-000	TRANSFERS IN- GENERAL FUND	572,862.16
6-1301-491-01-000-100-0-891	TRANSFERS OUT- GENERAL FUND	595,454.42
6-1100-391-01-000-301-0-000	TRANSFERS IN- CAPITAL OUTLAY	595,454.42
6-1100-491-01-000-301-0-891	TRANSFERS OUT- CAPITAL OUTLAY FUND	572,862.16
6-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	22,592.26
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To transfer from F1301 to GF- remaining unexpended funds from the \$3.3 mil transfer for the new Adult Probation Facility plus interest earned in 2004-2005 on the \$3.3 mil.

Note: In the future, transfer out from GF will be based on actual cash expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-1680

17.V.

**Inter Fund Transfer from Co. Wide Adm. to R&B Co. Wide
CC REGULAR**

Date: 12/19/2006
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Interfund transfer - Co. Wide Adm. to Road & Bridge Co.
Wide \$250.62

BACKGROUND

Revenue & Expenditures

Attachments

Link: [inter fund transfer](#)

Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/15/2006 04:53 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Sergio Cruz

Started On: 12/15/2006 02:43
PM

Final Approval Date:

DATE: December 15, 2006

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT

ACCOUNT NUMBER: 6-1200-431-00-120-001-0-522

SUBJECT: Inter-fund 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
6-1100-415-00-115-002-0- 899	CO WIDE ADM-CONTINGENCY	(250.62)
6-1100-491-01-000-200-0- 891	TRANSFER OUT	250.62
6-1200-391-01-000-100-0- 000	TRANSFER IN	250.62
6-1200-431-00-120-001-0- 522	P/U ROADS-AUTO,TRUCK & EQUIP INSURANCE	250.62
TOTAL BUDGET INCREASE (DECREASE)		250.62

REASON: INTERDEPARTMENTAL TRANSFER TO FUND DECEMBER AUTOMOBILE LIABILITY/PHYSICAL DAMAGE INSURANCE INSTALLMENT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-1690

17.W.

**PAYMENT TO BORDER VISIONS
CC REGULAR**

Date: 12/19/2006

Submitted By: Monica Badillo, COMM. CT ADMINISTRATOR

Department: COMM. CT ADMINISTRATOR

Agenda Area: Budget and Management

Agenda Item

CAPTION

Authorize County Auditor to issue payment to Border Visions in the amount of \$ 22,500.00 in connection with EDA Planning Grant for Hidalgo County

BACKGROUND

Funds being transferred on 12/19/06 consent agenda --- Contingency Acct.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq Inbox Approved By Date

Status

Form Started By: Monica Badillo **Started On:** 12/15/2006 06:19 PM

Final Approval Date: 12/15/2006

AI-1624

18.D.

Litigation - Irene Caceres
CC REGULAR

Date: 12/19/2006
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Irene Caceres vs Omar Guerero, Hidalgo County District Clerk & Hidalgo County

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/13/2006 06:00 PM	APRV
2	Mario Betancourt	Mario Betancourt	12/14/2006 08:55 AM	APRV
3	Purchasing Department	Marty Salazar	12/14/2006 12:57 PM	APRV
4	Auditor's Office	Linda Fong	12/15/2006 01:33 PM	APRV
5	Agenda Coordinator	Monica Badillo	12/15/2006 05:20 PM	APRV

Form Started By: Norma Silva

Started On: 12/13/2006 03:04 PM

Final Approval Date: 12/15/2006

AI-1629

18.E.

Litigation - Jose Luis & Rosemary Ramirez
CC REGULAR

Date: 12/19/2006
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Cause number M-05-115 Jose Luis Ramirez & Rosemary Ramirez, et al vs Deere & Co., et al Alfonso Medina, et al and Hidalgo County

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 05:23 PM	APRV
2	Sergio Cruz	Sergio Cruz	12/15/2006 11:29 AM	APRV
3	Dina Trevino	Dina Trevino	12/15/2006 05:02 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Norma Silva

Started On: 12/13/2006 03:31 PM

Final Approval Date:

AI-1632
Cynthia Cavazos
CC REGULAR

18.F.

Date: 12/19/2006
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Claim of Cynthia Cavazos

BACKGROUND

Cynthia Cavazos was parked at the Health Department in McAllen on November 28, 2006 and upon going to lunch noticed that the back window of her truck was shattered. She has since replaced her window and seeks compensation in the amount of \$186.14.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	12/14/2006 05:31 PM	APRV
2	Purchasing Department	Marty Salazar	12/15/2006 11:36 AM	APRV
3	Auditor's Office	Linda Fong	12/15/2006 01:35 PM	PEND
4	Arcy Duran	Arcilia Duran	12/18/2006 09:54 AM	RTRN
5	Janie Lozano	Janie Lozano	12/18/2006 08:48 AM	RTRN
6	Agenda Coordinator			

Form Started By: Norma Silva

Started On: 12/13/2006 03:48 PM

Final Approval Date:
