

HIDALGO COUNTY HUMAN SERVICES

Job Title:	System Support Specialist	FLSA Status:	Non-Exempt
Dept. Code:	240	Civil Service Status:	Non-Exempt

SUMMARY:

Performs entry level support work on computer and network equipment and on several different software applications. Work involves set up of hardware and software and routine maintenance. Provides user training on different software applications and travels to remote sites to perform similar duties. Works under the supervision of the Director of Operations.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, the System Support Specialist must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Hardware and software installation and maintenance on PC's.
- Trains users on software applications such as Windows XP, Microsoft Office, E-mail clients, and other in-house applications;
- Sets up, modifies and deletes user accounts;
- Perform daily system backups;
- Assist in Network configuration and maintenance
- Ability to work well with others.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:

- High School Diploma or GED and
- Graduate of a two (2) year college program with an emphasis on computers or two years experience can be substituted for each year of education
-

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Must have a firm understanding of the techniques of computer use;
- Ability to install computer hardware and software;
- Ability to train others in the use of software and hardware;
- Ability to use popular software (i.e., Windows XP, Microsoft Office, Outlook, etc.)
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.
- Maybe be required to work other than normal hours including weekends and holidays.

SPECIAL QUALIFICATIONS:

- Able to provide services in other areas as needed;

- Willingness to work irregular hours as needed.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 50 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and DSHS based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all department safety regulations.

Hidalgo County Human Services

Back-up Document to Agenda

Additional Duties

Slot # 240-001-0007 Administrative Secretary

- Assist in creation of cards under contract to UTMB to provide to each indigent patient that identifies them as an Eligible Resident and containing the information in the form identified in Exhibit A
- Receives physician's referrals to be forwarded to UTMB to request appointment for clients
- Completes the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents
- Completes and submits invoices for payment of funerals, transportation, and monthly contract services to auditor's office
- Assist department in reporting maintenance issues for health and security purposes and requests suitable requirements for staff, clients and visitors

HIDALGO COUNTY
2007 SALARY SCHEDULE
REVISED

Commissioner's Court Report

Account Number: 1100-444-00-240-001-0

Department Name DIRECT ASST.

SLOT #	OBJ. CODE	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											LONGEVITY 115	INTERPRET. 116	SUPPPLEM. 117	AUTO A. 118	CLOTHING 119	
0001	112	DIRECTOR	\$60,461.00	\$6,039.00	\$66,500.00	0.0000	\$0.00	\$0.00	\$66,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0002	113	ELIGIBILITY WORKER	\$25,646.00	\$0.00	\$25,646.00	0.0675	\$1,731.00	\$0.00	\$27,377.00	\$27,377.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,377.00
0003	113	CLAIM REVIEW PROCESSOR	\$25,787.00	\$0.00	\$25,787.00	0.0675	\$1,741.00	\$0.00	\$27,528.00	\$27,528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,528.00
0004	113	ELIGIBILITY WORKER	\$23,584.00	\$0.00	\$23,584.00	0.0675	\$1,592.00	\$0.00	\$25,176.00	\$25,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,176.00
0005	113	ELIGIBILITY WORKER	\$23,584.00	\$0.00	\$23,584.00	0.0675	\$1,592.00	\$0.00	\$25,176.00	\$25,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,176.00
0006	113	ELIGIBILITY WORKER	\$23,584.00	\$0.00	\$23,584.00	0.0675	\$1,592.00	\$0.00	\$25,176.00	\$25,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,176.00
0007	113	ADM SECRETARY	\$21,527.00	\$0.00	\$21,527.00	0.0675	\$1,453.00	\$7,759.00	\$30,739.00	\$22,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,980.00
0008	113	ELIGIBILITY WORKER	\$23,584.00	\$0.00	\$23,584.00	0.0675	\$1,592.00	\$0.00	\$25,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0009	113	BILLING CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0010	113	ELIGIBILITY CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0011	113	ELIGIBILITY WORKER	\$23,584.00	\$0.00	\$23,584.00	0.0675	\$1,592.00	\$0.00	\$25,176.00	\$25,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,176.00
0012	113	ELIGIBILITY WORKER	\$23,584.00	\$0.00	\$23,584.00	0.0675	\$1,592.00	\$0.00	\$25,176.00	\$25,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,176.00
0013	113	ELIGIBILITY WORKER	\$23,584.00	\$0.00	\$23,584.00	0.0675	\$1,592.00	\$0.00	\$25,176.00	\$25,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,176.00
0014	113	ELIGIBILITY WORKER	\$23,584.00	\$0.00	\$23,584.00	0.0675	\$1,592.00	\$0.00	\$25,176.00	\$25,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,176.00
0015	113	ELIGIBILITY CLERK	\$18,554.00	\$0.00	\$18,554.00	0.0675	\$1,252.00	\$0.00	\$19,806.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0016	113	CLAIM REV PROC	\$33,933.00	\$0.00	\$33,933.00	0.0450	\$1,527.00	\$0.00	\$35,460.00	\$22,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,839.00
0017	113	ELIGIBILITY CLERK	\$18,554.00	\$0.00	\$18,554.00	0.0675	\$1,252.00	\$0.00	\$19,806.00	\$19,806.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,806.00
0019	113	CRP SUPERVISOR	\$28,795.00	\$0.00	\$28,795.00	0.0675	\$1,944.00	\$0.00	\$30,739.00	\$30,739.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,739.00
0020	113	CLAIM REV PROC	\$27,543.00	\$0.00	\$27,543.00	0.0675	\$1,859.00	\$0.00	\$29,402.00	\$29,402.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,402.00
0021	113	ELIGIBILITY WORKER	\$25,787.00	\$0.00	\$25,787.00	0.0675	\$1,741.00	\$0.00	\$27,528.00	\$27,528.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,528.00
0022	113	ELI WKR SUPER	\$31,896.00	\$0.00	\$31,896.00	0.0450	\$1,435.00	\$0.00	\$33,331.00	\$33,331.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,331.00

HIDALGO COUNTY
2007 SALARY SCHEDULE
REVISED

Commissioner's Court Report

Account Number: 1100-444-00-240-001-0

Department Name DIRECT ASST.

SLOT #	OBJ. CODE	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											LONGEVITY 115	INTERPRET. 116	SUPPPLEM. 117	AUTO A. 118	CLOTHING 119	
0023	113	CLAIM REV PROC	\$21,395.00	\$0.00	\$21,395.00	0.0675	\$1,444.00	\$0.00	\$22,839.00	\$22,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,839.00
0024	113	BILLING CLERK	\$21,395.00	\$0.00	\$21,395.00	0.0675	\$1,444.00	\$0.00	\$22,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0025	113	CLAIM REV PROC	\$21,395.00	\$0.00	\$21,395.00	0.0675	\$1,444.00	\$0.00	\$22,839.00	\$22,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,839.00
0026	113	ELIGIBILITY WORKER	\$23,584.00	\$0.00	\$23,584.00	0.0675	\$1,592.00	\$0.00	\$25,176.00	\$25,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,176.00
0031	113	CLAIMS REVIEWER PROCESSOR	\$0.00	\$21,395.00	\$21,395.00	0.0000	\$0.00	\$0.00	\$21,395.00	\$21,395.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,395.00
			\$631,168.00	\$27,434.00	\$658,602.00		\$37,041.00	\$0.00	\$637,203.00	\$548,701.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$548,701.00

CREATE NEW POSITIONS

0032	113	System Support Specialist	\$0.00	\$26,000.00	\$26,000.00	0.0000	\$0.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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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: Monday, January 29, 2007

Agenda Item: AI 2145

Summary of request/proposal: Human Services Dept is requesting to adjust salaries for slot # 's 240-001-0007 and 240-001-0016 and create slot no. 240-001-0032. Changes effective next full pay period (02-05-07).

Fund	Position	Slot#	Obj	Current Budgeted Pay	Salary	Requested	Total Adjustment Requested
1100	Admin Sec	0007	113	22,980.00		30,739.00	7,759.00
1100	Claims Review. Proc.	0016	113	35,460.00		22,839.00	-12,621.00
1100	System Support Spec.	0032	113	0.00		26,000.00	26,000.00
				58,440.00		79,578.00	21,138.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-444-00-240-001-0	113	DIRECT ASSISTANCE PERM F/T EMPLOYEES	19,113.29
7-1100-444-00-240-001-0	211	DIRET ASSISTANCE HEALTH INSURANCE	3,765.15
7-1100-444-00-240-001-0	212	DIRECT ASSISTANCE LIFE INSURANCE	29.84
7-1100-444-00-240-001-0	220	DIRET ASSISTANCE FICA	1,462.17
7-1100-444-00-240-001-0	230	DIRECT ASSISTANCE RETIREMENT	1,704.91
7-1100-444-00-240-001-0	250	DIRET ASSISTANCE UNEMPLOYMENT COMP	95.57
7-1100-444-00-240-001-0	260	DIRECT ASSISTANCE WORKER'S COMP	210.24
2007 Budgetary Impact			26,381.17

2008 Budgetary Impact:

Possible Funding Sources: **GENERAL FUND- PENDING APPROVAL**

Budget Office Recommendation:

**Position/ Slot Salary Changes, Deletion and Creation
CC REGULAR**

Date: 01/29/2007
Submitted By: Dan Beltran, HEALTH DEPT.
Department: HEALTH DEPT.
Agenda Area: Health Department

Agenda Item

CAPTION

Health Department Programs 0001 and 0003

1. Discussion, consideration and approval to delete vacant Health Inspector position, slot # 340-001-036 budgeted at \$25,620.00.
2. Discussion, consideration and approval to create (1) one new Finance Specialist position, slot # 340-001-0043, and set salary at \$45,000.00 (see attached job description).
3. Discussion, consideration and approval to adjust the budgeted salary for the following positions/slot numbers due to additional duties (see Additional Duties document).

Position/Slot #	Position Title	From	To	Total Adjustment
340-003-0053	Chief Financial Officer	57,368.00	66,000.00	8,632.00
340-003-0014	Director of Operations	56,650.00	61,650.00	5,000.00
340-003-0016	Personnel Officer	40,503.00	43,865.00	3,362.00
340-003-0057	Executive Secretary	32,202.00	37,508.00	5,306.00
340-003-0047	Assistant Director of Nurses	59,710.00	63,739.00	4,029.00
340-001-0037	Assistant Chief Inspector	35,008.00	38,008.00	3,000.00

4. Approval of revised salary schedules. (effective next payperiod)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
Health Adm- Pending Approval

ACCT. #:
MATCHING FUNDS Y/N?:

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
Health Clinics- Pending Approval

ACCT. #:
MATCHING FUNDS Y/N?:

Attachments

- Link: [HD Add'l Duties](#)
- Link: [HD Fin Spec](#)
- Link: [Worksheet](#)
- Link: [Health Adm- Revised Salary Schedule](#)
- Link: [Health Clinics- Revised Salary Schedule](#)
- 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	01/24/2007 11:43 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/25/2007 04:10 PM	APRV

- 3 Purchasing Department
- 4 Auditor's Office
- 5 Agenda Coordinator

NEW

Form Started By: Dan Beltran

Started On: 01/22/2007 01:40
PM

Final Approval Date:

Hidalgo County Health Department

Agenda Item Backup

Additional Duties

Slot # 340-001-037 Assistant Chief Inspector

- Implement USDA food service guidelines
- Assist Department of State Health Services with planning of Vector Control Training
- Implement GIS tracking device for Health and Vector Control Inspectors
- Expand on TECQ guidelines and requirements
- Assist in developing solid waste protocols and enforcement

Slot # 340-003-014 Director of Operations

- Maintain and manage day to day IT operations for Human Services
- Maintain and manage communication system for Human Services
- Infrastructure development for Human Services
- Information system automation and integration for Human Services

Slot # 340-003-016 Personnel Officer

- Conduct new employee orientations for Human Services
- Compiling and tabulating data and opening and maintaining personnel records for Human Services
- Processing salary, and travel claims for Human Services
- Maintaining time and leave accounting system for Human Services
- Verifies daily absence reports for Human Services

Slot # 340-003-047 Assistant Director of Nursing

- Oversee the daily operation of Pulmonary Clinic
- Maintain accurate and updated evaluations for clinic personnel
- Maintain updated CDC guidelines
- Maintain compliance with state and federal blood borne pathogen regulations and exposure control

Slot # 340-003-053 Chief Financial Officer

- Assist in the administration of accounting activity within Human Services operations
- Assist in the administration of budgetary activity within Human Services operations
- Assist in the administration of requisition activity within Human Services operations
- Assist in the accurate maintenance of Human Services activity within the Sage system

Slot # 340-003-057 Executive Secretary

- Will provide assistance on vendor and purchasing procurement control
- Will act as a liaison for purchasing to meet all requirements
- Will provide assistance in inventory control
- Will work with Human Services staff in meeting the State requirements and documentation

HIDALGO COUNTY

HEALTH ADMINISTRATION DEPARTMENT

Job Title: Financial Specialist

FLSA Status: Non-Exempt

Dept. Code: 340

Civil Service Status: Non-Exempt

SUMMARY:

Works under the supervision of the Chief Administrative Officer & Chief Financial Officer. Performs administrative work in planning, preparation of budgets, purchasing and Commissioners Court agenda items. Works involves examination, review, and balances of operating budgets. Performs bookkeeping and clerical duties that include maintaining accurate records of accounts payable. Will conduct internal audits, and review procurement procedures & outcomes. Additional financial duties maybe assigned.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, the Financial Specialist must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists the CAO & CFO in providing guidance in budget planning and preparation. Monitors expenditures of all programs funds and works on special projects as assigned by the CAO & CFO.
- Prepares final county budget summary for submission to the CAO & CFO, monitors the purchasing of all supplies and equipment for all divisions of the department, and assists in preparing all grant & other funding source.
- Prepares annual local health agency budget and expenditure reports due for the Texas Department of Health, approves and maintains all accounts payable and purchases.
- Oversees/reconciles billing activities.
- Other duties as assigned.

EDUCATION AND EXPERIENCE:

- High School Graduate or GED plus 5 years of on the job experience with accounting, budgeting, and internal/external audit procedures.
- College accounting courses may be substituted for experience or a year of college basics plus 3 years of on the job experience with accounting and budgeting. budgeting.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

OTHER SKILLS AND ABILITIES:

- Ability to communicate effectively orally and in writing.
- Computer skills for data entry and record keeping
- Mathematical skills to balance accounts and budgets
- Knowledge of administrative skills with budgets
- Maybe be required to work other than normal or scheduled hours including weekends and holidays
- Extensive knowledge experience with Windows base software, various financial packages, Hidalgo County financial software.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak and listen. The employee frequently is required to stand, walk; sit, use hands and fingers, handle or feel objects tools or controls; reach, climb or balance, bend, stoop and kneel.

The employee must occasionally lift and/or move objects weighing up to 25 pounds. Visual acuity required by this job includes near and distant vision, depth perception, color perception, and the ability to adjust focus/vision to equal or be corrected to 20/20.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually low.

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and

Responsibilities which may include the following:

- sitting for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all department safety regulations.

**HIDALGO COUNTY
HEALTH DEPARTMENT
DETAILED POSITION/SLOT CHANGES SUMMARY
ACCOUNT NO. 7-1100-441-00-340-001-0-XXX (HEALTH ADM) and
7-1100-441-00-340-003-0-XXX (HEALTH CLINICS)**

Slot No.	Position Title	Action	Reason	Old Amount	New Amount	Total Adjustment
Program 003						
340-003-0053	Chief Financial Officer	Salary increase	Additional Duties	57,368.00	66,000.00	8,632.00
340-003-0014	Director of Operations	Salary increase	Additional Duties	56,650.00	61,650.00	5,000.00
340-003-0016	Personnel Officer	Salary increase	Additional Duties	40,503.00	43,865.00	3,362.00
340-003-0057	Executive Secretary	Salary increase	Additional Duties	32,202.00	37,508.00	5,306.00
340-003-0047	Assistant Director of Nurses	Salary increase	Additional Duties	59,710.00	63,739.00	4,029.00
340-001-0037	Assistant Chief Inspector	Salary increase	Additional Duties	35,008.00	38,008.00	3,000.00
Program 001						
340-001-0036	Health Inspector	Delete Slot	-	25,620.00	0.00	-25,620.00
340-001-0043	Financial Specialist	Create Slot	-	0.00	45,000.00	45,000.00

Total Adjustments 74,329.00
Deletions -25,620.00

**Estimated Budgetary Impact
Not including fringes 48,709.00**

DBM

HIDALGO COUNTY 2007 SALARY SCHEDULE

COMMISSIONERS' COURT REPORT
Account Number: 1100-441-00-340-001-0
Department Name: HEALTH ADM

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	MATERIALS CLERK	\$21,023.00	\$0.00	\$21,023.00	0.0675	\$1,419.00	\$0.00	\$22,442.00	\$22,442.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,442.00
0002	113	FAM PLAN AIDE	\$20,942.00	\$0.00	\$20,942.00	0.0675	\$1,414.00	\$0.00	\$22,356.00	\$22,356.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,356.00
0003	113	ADM SECRETARY	\$23,238.00	\$0.00	\$23,238.00	0.0675	\$1,569.00	\$0.00	\$24,807.00	\$24,807.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,807.00
0004	112	CHIEF ADMIN OFFICER	\$86,334.00	\$5,566.00	\$91,900.00	0	\$0.00	\$0.00	\$91,900.00	\$91,900.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$99,900.00
0005	113	PROMOTORA CHCW	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0006	113	PROMOTORA CHCW	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0007	113	PROMOTORA CHCW	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0008	113	PROMOTORA CHCW	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0009	113	ELIGIB SPECIAL	\$19,846.00	\$0.00	\$19,846.00	0.0675	\$1,340.00	\$0.00	\$21,186.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0011	113	ELIGIB SPECIAL	\$18,900.00	\$0.00	\$18,900.00	0.0675	\$1,276.00	\$0.00	\$20,176.00	\$20,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,176.00
0012	113	ELIGIB SPECIAL	\$18,900.00	\$0.00	\$18,900.00	0.0675	\$1,276.00	\$0.00	\$20,176.00	\$20,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,176.00
0013	113	ELIGIB SPECIAL	\$19,846.00	\$0.00	\$19,846.00	0.0675	\$1,340.00	\$0.00	\$21,186.00	\$21,186.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,186.00
0014	113	MAINTENANCE	\$18,900.00	\$0.00	\$18,900.00	0.0675	\$1,276.00	\$0.00	\$20,176.00	\$20,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,176.00
0015	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0016	113	HEALTH INSPECT	\$24,000.00	\$0.00	\$24,000.00	0.0675	\$1,620.00	\$0.00	\$25,620.00	\$25,620.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$30,620.00
0017	113	HEALTH INSPECT	\$25,313.00	\$0.00	\$25,313.00	0.0675	\$1,709.00	\$0.00	\$27,022.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0018	113	SEPTIC TANK INSPECTOR	\$24,000.00	\$0.00	\$24,000.00	0.0675	\$1,620.00	\$0.00	\$25,620.00	\$25,620.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$30,620.00
0019	113	PERMIT CLERK	\$21,023.00	\$0.00	\$21,023.00	0.0675	\$1,419.00	\$0.00	\$22,442.00	\$22,442.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,442.00
0020	113	HEALTH INSPECT	\$27,920.00	\$0.00	\$27,920.00	0.0675	\$1,885.00	\$0.00	\$29,805.00	\$29,805.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$34,805.00
0021	113	HEALTH INSPECT	\$24,000.00	\$0.00	\$24,000.00	0.0675	\$1,620.00	\$0.00	\$25,620.00	\$25,620.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$30,620.00
0022	113	ANIMAL CONT OFFCR	\$21,310.00	\$0.00	\$21,310.00	0.0675	\$1,438.00	\$0.00	\$22,748.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0023	113	HEALTH INSPECTOR COORDINATOR	\$30,500.00	\$0.00	\$30,500.00	0.045	\$1,372.00	\$0.00	\$31,872.00	\$29,890.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$34,890.00
0024	113	ANIMAL CONT OFFCR	\$22,199.00	\$0.00	\$22,199.00	0.0675	\$1,498.00	\$0.00	\$23,697.00	\$23,697.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,697.00
0025	113	SEPTIC TANK INSPECTOR	\$24,000.00	\$0.00	\$24,000.00	0.0675	\$1,620.00	\$0.00	\$25,620.00	\$25,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,620.00
0026	113	RECEPTIONIST	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0027	113	PERMIT CLERK	\$19,908.00	\$0.00	\$19,908.00	0.0675	\$1,344.00	\$0.00	\$21,252.00	\$21,252.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,252.00
0028	113	HLTH INSPE	\$25,826.00	\$0.00	\$25,826.00	0.0675	\$1,743.00	\$0.00	\$27,569.00	\$27,569.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$32,569.00
0029	113	PERMIT CLERK	\$19,328.00	\$0.00	\$19,328.00	0.0675	\$1,305.00	\$0.00	\$20,633.00	\$20,633.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,633.00
0030	113	VECTOR/ANIMAL CONTROL	\$23,679.00	\$0.00	\$23,679.00	0.0675	\$1,598.00	\$0.00	\$25,277.00	\$25,277.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,277.00
0031	113	VECTOR CONTROL/HEALTH INSPECT	\$24,000.00	\$0.00	\$24,000.00	0.0675	\$1,620.00	\$0.00	\$25,620.00	\$25,620.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$30,620.00
0032	113	ANIMAL CONT OFFCR	\$21,310.00	\$0.00	\$21,310.00	0.0675	\$1,438.00	\$0.00	\$22,748.00	\$22,748.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,748.00
0033	113	VECTOR/ANIMAL CONTROL	\$23,679.00	\$0.00	\$23,679.00	0.0675	\$1,598.00	\$0.00	\$25,277.00	\$25,277.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,277.00

HIDALGO COUNTY 2007 SALARY SCHEDULE

COMMISSIONERS' COURT REPORT
Account Number: 1100-441-00-340-001-0
Department Name: HEALTH ADM

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0034	113	ANIMAL CONT OFFCR/VC	\$21,310.00	\$0.00	\$21,310.00	0.0675	\$1,438.00	\$0.00	\$22,748.00	\$22,748.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,748.00
0035	113	ANIMAL CONT OFFCR/VC	\$21,310.00	\$0.00	\$21,310.00	0.0675	\$1,438.00	\$0.00	\$22,748.00	\$22,748.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,748.00
0036	113	HEALTH INSPECT	\$24,000.00	\$0.00	\$24,000.00	0.068	\$1,620.00	\$0.00	\$25,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0037	113	ASST CHF INSPE	\$33,500.00	\$0.00	\$33,500.00	0.045	\$1,508.00	\$0.00	\$35,008.00	\$35,008.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$40,008.00
0038	113	PERMIT CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0039	113	VECTOR CONTROL/AC SPECIALIST	\$24,136.00	\$0.00	\$24,136.00	0.0675	\$1,629.00	\$0.00	\$25,765.00	\$25,765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,765.00
0040	113	VECTOR CONTROL/AC SPECIALIST	\$23,433.00	\$0.00	\$23,433.00	0.0675	\$1,582.00	\$0.00	\$25,015.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0041	113	ADM ASST HC	\$0.00	\$45,895.00	\$45,895.00	0	\$0.00	(\$5,895.00)	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
0042	113	ADM ASST - S	\$0.00	\$35,000.00	\$35,000.00	0	\$0.00	\$5,895.00	\$40,895.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$942,589.00	\$86,461.00	\$1,029,050.00		\$56,356.00	\$0.00	\$1,085,406.00	\$901,593.00	\$0.00	\$0.00	\$0.00	\$48,000.00	\$0.00	\$949,593.00

DELETE POSITION # 0036

S/B \$3,000.00
(INCREASE)

S/B \$38,008.00
TOTAL SALARY

NEW POSITION

0043	113	FINANCE SPECIALIST	\$0.00	\$45,000.00	\$45,000.00	0	\$0.00	\$0.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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**HIDALGO COUNTY
2007 SALARY SCHEDULE**

COMMISSIONERS' COURT REPORT
Account Number: 1100-441-00-340-003-0
Department Name: HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CLINIC AIDE	\$18,503.00	\$0.00	\$18,503.00	0.0675	\$1,249.00	\$0.00	\$19,752.00	\$19,752.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,752.00
0002	113	LVN	\$38,110.00	\$0.00	\$38,110.00	0.045	\$1,715.00	\$0.00	\$39,825.00	\$39,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,825.00
0003	113	LVN	\$38,110.00	\$0.00	\$38,110.00	0.045	\$1,715.00	\$0.00	\$39,825.00	\$39,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,825.00
0004	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0005	113	CLERK	\$21,137.00	\$0.00	\$21,137.00	0.0675	\$1,427.00	\$0.00	\$22,564.00	\$22,564.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,564.00
0006	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0007	113	NURSE/MIDWIFE	\$81,338.00	\$0.00	\$81,338.00	0.03	\$2,440.00	\$0.00	\$83,778.00	\$83,778.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83,778.00
0008	113	MEDICAID BILL	\$30,885.00	\$0.00	\$30,885.00	0.045	\$1,390.00	\$0.00	\$32,275.00	\$32,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,275.00
0009	113	LAB WORKER	\$20,279.00	\$0.00	\$20,279.00	0.0675	\$1,369.00	\$0.00	\$21,648.00	\$21,648.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,648.00
0011	113	CLERK MANAGER	\$21,136.00	\$0.00	\$21,136.00	0.0675	\$1,427.00	\$0.00	\$22,563.00	\$22,563.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,563.00
0012	113	CLERK MANAGER	\$21,136.00	\$0.00	\$21,136.00	0.0675	\$1,427.00	\$0.00	\$22,563.00	\$22,563.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,563.00
0013	113	MEDICAL ASST	\$23,889.00	\$0.00	\$23,889.00	0.0675	\$1,613.00	\$0.00	\$25,502.00	\$25,502.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,502.00
								S/B \$5,000.00	S/B \$61,650.00							
0014	113	DIRECTOR OF OPERATIONS	\$55,000.00	\$0.00	\$55,000.00	0.03	\$1,650.00	\$0.00	\$56,650.00	\$56,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,650.00
0015	113	MED MAT TECH I	\$26,524.00	\$0.00	\$26,524.00	0.0675	\$1,790.00	\$0.00	\$28,314.00	\$28,314.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,314.00
								S/B \$3,362.00	S/B \$43,865.00							
0016	113	PERSONNEL OFFICER	\$38,759.00	\$0.00	\$38,759.00	0.045	\$1,744.00	\$0.00	\$40,503.00	\$40,503.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,503.00
0017	113	CLERK MANAGER	\$21,108.00	\$0.00	\$21,108.00	0.0675	\$1,425.00	\$0.00	\$22,533.00	\$22,533.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,533.00
0018	113	ASST BILL COOR	\$26,939.00	\$0.00	\$26,939.00	0.0675	\$1,818.00	\$0.00	\$28,757.00	\$28,757.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,757.00
0019	113	COURIER CLERK	\$19,064.00	\$0.00	\$19,064.00	0.0675	\$1,287.00	\$0.00	\$20,351.00	\$20,351.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,351.00
0020	113	RN CLINIC SUPR	\$52,788.00	\$0.00	\$52,788.00	0.03	\$1,584.00	\$0.00	\$54,372.00	\$54,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,372.00
0021	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0022	113	RN	\$49,440.00	\$0.00	\$49,440.00	0.03	\$1,483.00	\$0.00	\$50,923.00	\$50,923.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,923.00
0023	113	CLINIC AIDE	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0024	113	CLERK MANAGER	\$21,136.00	\$0.00	\$21,136.00	0.0675	\$1,427.00	\$0.00	\$22,563.00	\$22,563.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,563.00
0025	113	CLINIC AIDE	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0026	113	INVENTORY SPECIALIST	\$18,178.00	\$0.00	\$18,178.00	0.0675	\$1,227.00	\$0.00	\$19,405.00	\$19,405.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,405.00
0027	113	LVN	\$38,110.00	\$0.00	\$38,110.00	0.045	\$1,715.00	\$0.00	\$39,825.00	\$39,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,825.00
0028	113	TB RECORD MGR	\$33,526.00	\$0.00	\$33,526.00	0.045	\$1,509.00	\$0.00	\$35,035.00	\$35,035.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,035.00
0029	113	RECEPTIONIST	\$19,034.00	\$0.00	\$19,034.00	0.0675	\$1,285.00	\$0.00	\$20,319.00	\$20,319.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,319.00
0030	113	CLINIC AIDE	\$18,503.00	\$0.00	\$18,503.00	0.0675	\$1,249.00	\$0.00	\$19,752.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0031	113	RN CLINIC SUPR	\$52,788.00	\$0.00	\$52,788.00	0.03	\$1,584.00	\$0.00	\$54,372.00	\$54,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,372.00
0032	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0033	113	LVN	\$38,110.00	\$0.00	\$38,110.00	0.045	\$1,715.00	\$0.00	\$39,825.00	\$39,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,825.00
0034	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0035	113	LVN	\$38,110.00	\$0.00	\$38,110.00	0.045	\$1,715.00	\$0.00	\$39,825.00	\$39,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,825.00

HIDALGO COUNTY 2007 SALARY SCHEDULE

COMMISSIONERS' COURT REPORT
Account Number: 1100-441-00-340-003-0
Department Name: HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0036	113	CLINIC AIDE	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0037	113	CLERK	\$20,359.00	\$0.00	\$20,359.00	0.0675	\$1,374.00	\$0.00	\$21,733.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0038	113	LVN	\$38,110.00	\$0.00	\$38,110.00	0.045	\$1,715.00	\$0.00	\$39,825.00	\$39,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,825.00
0039	113	LVN	\$38,110.00	\$0.00	\$38,110.00	0.045	\$1,715.00	\$0.00	\$39,825.00	\$39,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,825.00
0040	113	RN	\$49,440.00	\$0.00	\$49,440.00	0.03	\$1,483.00	\$0.00	\$50,923.00	\$50,923.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,923.00
0041	113	CLINIC AIDE	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0043	113	CLERK	\$18,122.00	\$0.00	\$18,122.00	0.0675	\$1,223.00	\$0.00	\$19,345.00	\$19,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,345.00
0044	113	MEDICAL ASST	\$21,680.00	\$0.00	\$21,680.00	0.0675	\$1,463.00	\$0.00	\$23,143.00	\$23,143.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,143.00
0045	113	LVN	\$38,110.00	\$0.00	\$38,110.00	0.045	\$1,715.00	\$0.00	\$39,825.00	\$39,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,825.00
0046	113	CLERK MANAGER	\$21,136.00	\$0.00	\$21,136.00	0.0675	\$1,427.00	\$0.00	\$22,563.00	\$22,563.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,563.00
								S/B \$4,029.00	S/B \$63,739.00							
0047	113	ASST DIR NURSE	\$57,971.00	\$0.00	\$57,971.00	0.03	\$1,739.00	-\$0.00	-\$59,710.00	\$59,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,710.00
0048	113	RN	\$49,440.00	\$0.00	\$49,440.00	0.03	\$1,483.00	\$0.00	\$50,923.00	\$50,923.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,923.00
0049	113	RN CLINIC SUPR	\$52,788.00	\$0.00	\$52,788.00	0.03	\$1,584.00	\$0.00	\$54,372.00	\$54,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,372.00
0050	113	RN CLINIC SUPR	\$52,788.00	\$0.00	\$52,788.00	0.03	\$1,584.00	\$0.00	\$54,372.00	\$54,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,372.00
0051	113	RN CLINIC SUPR	\$52,788.00	\$0.00	\$52,788.00	0.03	\$1,584.00	\$0.00	\$54,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0052	113	FAM NURSE PRAC	\$78,500.00	\$0.00	\$78,500.00	0.03	\$2,355.00	\$0.00	\$80,855.00	\$80,855.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,855.00
								S/B \$8,632.00	S/B \$66,000.00							
0053	113	CHIEF FINANCIAL OFFCR	\$55,697.00	\$0.00	\$55,697.00	0.03	\$1,671.00	-\$0.00	-\$57,368.00	\$57,368.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,368.00
0054	113	SYS SUPPORT SPEC	\$34,608.00	\$0.00	\$34,608.00	0.045	\$1,557.00	\$0.00	\$36,165.00	\$36,165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,165.00
0055	114	PART TIME CLERK	\$9,093.00	\$0.00	\$9,093.00	0.0675	\$614.00	\$0.00	\$9,707.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G056	113	PUBLIC HEALTH SPECIALIST	\$15,691.00	\$0.00	\$15,691.00	0.045	\$706.00	\$0.00	\$16,397.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0056	113	DIR OF NURSING	\$70,123.00	\$0.00	\$70,123.00	0.03	\$2,104.00	\$0.00	\$72,227.00	\$72,227.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,227.00
								S/B \$5,306.00	S/B \$37,508.00							
G057	113	EXECUTIVE SECR	\$30,815.00	\$0.00	\$30,815.00	0.045	\$1,387.00	-\$0.00	-\$32,202.00	\$32,202.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,202.00
G058	113	TB OUTREACH WK	\$1,423.00	\$0.00	\$1,423.00	0.0675	\$96.00	\$0.00	\$1,519.00	\$1,519.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,519.00
G059	113	LVN	\$8,231.00	\$0.00	\$8,231.00	0.03	\$247.00	\$0.00	\$8,478.00	\$8,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,478.00
G060	113	TB OUTREACH WK	\$1,310.00	\$0.00	\$1,310.00	0.0675	\$88.00	\$0.00	\$1,398.00	\$1,398.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,398.00
G061	113	OUTREACH WORK	\$7,156.00	\$0.00	\$7,156.00	0.0675	\$483.00	\$0.00	\$7,639.00	\$7,639.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,639.00
G062	113	OUTREACH WORK	\$1,376.00	\$0.00	\$1,376.00	0.0675	\$93.00	\$0.00	\$1,469.00	\$1,469.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,469.00
G063	113	ASST TB RECORDS MNGR	\$1,353.00	\$0.00	\$1,353.00	0.0675	\$91.00	\$0.00	\$1,444.00	\$1,444.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,444.00
G064	113	LVN	\$8,231.00	\$0.00	\$8,231.00	0.03	\$247.00	\$0.00	\$8,478.00	\$8,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,478.00
G065	113	LVN	\$12,269.00	\$0.00	\$12,269.00	0.03	\$368.00	\$0.00	\$12,637.00	\$12,637.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,637.00
G066	113	TB OUTREACH WK	\$6,265.00	\$0.00	\$6,265.00	0.0675	\$423.00	\$0.00	\$6,688.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G067	113	RN	\$13,935.00	\$0.00	\$13,935.00	0.03	\$418.00	\$0.00	\$14,353.00	\$14,353.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,353.00
G068	113	LVN	\$8,231.00	\$0.00	\$8,231.00	0.03	\$247.00	\$0.00	\$8,478.00	\$8,478.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,478.00

**HIDALGO COUNTY
2007 SALARY SCHEDULE**

COMMISSIONERS' COURT REPORT
Account Number: 1100-441-00-340-003-0
Department Name: HEALTH CLINICS

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G069	113	TB OUTREACH WK	\$9,207.00	\$0.00	\$9,207.00	0.0675	\$621.00	\$0.00	\$9,828.00	\$9,828.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,828.00
G070	113	SPEC PO LVN	\$9,801.00	\$0.00	\$9,801.00	0.03	\$294.00	\$0.00	\$10,095.00	\$10,095.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,095.00
G071	113	ASST TVFC MGR	\$1,030.00	\$0.00	\$1,030.00	0.0675	\$70.00	\$0.00	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,100.00
G072	113	LVN	\$12,148.00	\$0.00	\$12,148.00	0.045	\$547.00	\$0.00	\$12,695.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G073	113	LVN	\$12,149.00	\$0.00	\$12,149.00	0.045	\$547.00	\$0.00	\$12,696.00	\$12,695.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,695.00
G074	113	COMMUNITY SERVICE AIDE	\$914.00	\$0.00	\$914.00	0.0675	\$62.00	\$0.00	\$976.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G075	113	COMM SER AIDE	\$914.00	\$0.00	\$914.00	0.0675	\$62.00	\$0.00	\$976.00	\$976.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$976.00
G076	113	LVN	\$12,148.00	\$0.00	\$12,148.00	0.045	\$547.00	\$0.00	\$12,695.00	\$12,695.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,695.00
G077	113	RN	\$6,571.00	\$0.00	\$6,571.00	0.03	\$197.00	\$0.00	\$6,768.00	\$6,768.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,768.00
G078	113	BILLING CLERK	\$3,153.00	\$0.00	\$3,153.00	0.0675	\$213.00	\$0.00	\$3,366.00	\$3,366.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,366.00
G079	113	CLERK MANAGER	\$4,154.00	\$0.00	\$4,154.00	0.0675	\$280.00	\$0.00	\$4,434.00	\$4,434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,434.00
G080	113	BILLING COORD	\$4,524.00	\$0.00	\$4,524.00	0.045	\$204.00	\$0.00	\$4,728.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G081	113	RN	\$6,571.00	\$0.00	\$6,571.00	0.03	\$197.00	\$0.00	\$6,768.00	\$6,768.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,768.00
G082	113	CLINIC AIDE	\$2,879.00	\$0.00	\$2,879.00	0.0675	\$194.00	\$0.00	\$3,073.00	\$3,073.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,073.00
G083	113	CLERK MANAGER	\$3,317.00	\$0.00	\$3,317.00	0.0675	\$224.00	\$0.00	\$3,541.00	\$3,541.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,541.00
0084	113	RN SUPERVIS	\$52,788.00	\$0.00	\$52,788.00	0.03	\$1,584.00	\$0.00	\$54,372.00	\$54,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,372.00
G085	113	RN	\$6,574.00	\$0.00	\$6,574.00	0.03	\$197.00	\$0.00	\$6,771.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G086	113	BILLING CLERK	\$2,879.00	\$0.00	\$2,879.00	0.0675	\$194.00	\$0.00	\$3,073.00	\$3,073.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,073.00
0087	113	RN SUPERVISOR	\$51,133.00	\$0.00	\$51,133.00	0.03	\$1,534.00	\$0.00	\$52,667.00	\$52,667.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,667.00
G088	113	SOCIAL WORKER	\$3,180.00	\$0.00	\$3,180.00	0.045	\$143.00	\$0.00	\$3,323.00	\$3,323.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,323.00
G089	113	ELIGIB SPECIAL	\$3,949.00	\$0.00	\$3,949.00	0.0675	\$267.00	\$0.00	\$4,216.00	\$4,216.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,216.00
G090	113	ELIGIB SPECIAL	\$3,947.00	\$0.00	\$3,947.00	0.0675	\$266.00	\$0.00	\$4,213.00	\$4,213.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,213.00
G100	113	SOCIAL WORKER	\$8,133.00	\$0.00	\$8,133.00	0.045	\$366.00	\$0.00	\$8,499.00	\$8,499.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,499.00
G101	113	SOCIAL WORKER	\$3,180.00	\$0.00	\$3,180.00	0.045	\$143.00	\$0.00	\$3,323.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0102	113	RN TB CLIN SUP	\$54,054.00	\$0.00	\$54,054.00	0.03	\$1,622.00	\$0.00	\$55,676.00	\$55,676.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,676.00
G103	113	MAINT WORKER	\$1,641.00	\$0.00	\$1,641.00	0.0675	\$111.00	\$0.00	\$1,752.00	\$1,752.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,752.00
			\$2,200,825.00	\$0.00	\$2,200,825.00		\$96,956.00	\$0.00	\$2,297,781.00	\$2,121,293.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,121,293.00

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: Monday, January 29, 2007

Agenda Item: AI-2141

Summary of request/proposal: Health dept is requesting to adjust salaries to slot # 's 340-003-0014, -0016, -0047, -0053, and -0057 due to additional duties.

Fund	Position	Slot#	Obj	Current Budgeted Pay	Salary Requested	Total Adjustment Requested
1100	Various Positions	--	113	0.00	29,329.00	29,329.00
				0.00	29,329.00	29,329.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-441-00-340-003-0 113	HEALTH CLINICS PERM F/T EMPLOYEES	26,519.71
7-1100-441-00-340-003-0 211	HEALTH CLINICS HEALTH INSURANCE	-
7-1100-441-00-340-003-0 212	HEALTH CLINICS LIFE INSURANCE	-
7-1100-441-00-340-003-0 220	HEALTH CLINICS FICA	2,028.76
7-1100-441-00-340-003-0 230	HEALTH CLINICS RETIREMENT	2,365.56
7-1100-441-00-340-003-0 250	HEALTH CLINICS UNEMPLOYMENT COMP	132.60
7-1100-441-00-340-003-0 260	HEALTH CLINICS WORKER'S COMP	258.38
2007 Budgetary Impact		31,305.01

2008 Budgetary Impact: N/A

Possible Funding Sources: General Fund- Pending Approval

Budget Office Recommendation:

AI-2227

8.A.

Data card request
CC REGULAR

Date: 01/29/2007
Submitted By: Renan Ramirez, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Area: IT Department

Agenda Item

CAPTION

1. Discussion, consideration and approval to purchase 3 data cards for J.P. Pct. 4, Pl. 2.
2. Approval of 2007-Intra-departmental transfer for the JP Technology Fund (1242).

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Line Item Transfer](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 06:11 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	01/25/2007 11:41 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:58 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Renan Ramirez

Started On: 01/24/2007 04:45 PM

Final Approval Date:

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 01/25/2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o Justice Ctr Tech

ACCOUNT NUMBER: 7-1242-412-00-060-001-0-xxx

CONTACT PERSON: Damaris SanMiguel PHONE: (956) 292-7025

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

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
745	COMPUTER EQUIPMENT	534	INTERNET SERVICES	4,000.00
			TOTAL	4,000.00

REASON: Intradepartmental transfer to purchase 3 data cards for J.P. Pct. 4, Pl. 2.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-2256

9.A.

Position/Slot Salary Decrease/Increase
CC REGULAR

Date: 01/29/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: County Court -At- Law #1
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

County Court -At- Law #1
Discussion, consideration and approval to correct and revise the 2007 Salary schedule.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-412-00-021-001-0-XXX
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Budgetary Impact: None

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/25/2007 05:58 PM	APRV
2	Rosalinda Cantu			NEW
3	Purchasing Department			
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Rosie Cantu **Started On:** 01/25/2007 04:28 PM

Final Approval Date:

AI-2258
Federal Leg. Priorities
CC REGULAR

10.A.

Date: 01/29/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Veronica de la Fuente
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Agenda Item

CAPTION

Discussion, consideration and action on Federal Legislative Priorities

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	Started On: 01/25/2007 05:25 PM	
			Final Approval Date: 01/25/2007	

AI-2153

12.A.

**Emergency Water line - City of Edcouch
CC REGULAR**

Date: 01/29/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Consideration and Approval to declare the installation of an 8-inch water line from Bower Street across Hwy 107 in the City of Edcouch an emergency utilizing Urban County Program Year 18 (2005) Pct. 1 Water/Street Improvements recaptured funds from the City of Edcouch in the amount of \$40,100.50.

BACKGROUND

Hidalgo County Precinct No. 1 on behalf of the City of Edcouch is requesting that the installation of an 8-inch water line from Bower Street across Hwy. 107 be declared an emergency. Surrounding schools would not have adequate water pressure in case a fire is to occur. Currently in place is a 6-inch water line and the upgrade to an 8-inch water line would provide the necessary water pressure. The upgrade would also make the City of Edcouch in compliance with the Fire Prevention Code as reported by Mr. Rene Rodriguez, Fire Marshall.

Consideration and Approval is recommended.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 11:55 AM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 10:26 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:55 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Estella Webber

Started On: 01/23/2007 01:47 PM

Final Approval Date:

City of La Joya projects - Hinojosa Engineering agreement
CC REGULAR

Date: 01/29/2007
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) for professional services with Hinojosa Engineering in connection with all FY 18 and 19 (2005 & 2006) projects.
2. Requesting approval for professional service agreement with Hinojosa Engineering in connection with City of La Joya Improvement projects Yr. 18 & 19 (2005, 2006) in the amount of \$13,356.00 for Alex Street.

BACKGROUND

The City of La Joya is requesting approval for professional services agreement with Hinojosa Engineering of 108 W. 18th Mission, TX, for Engineering Services for Street Improvements related to new construction as identified in Exhibit "A". Project will utilize funds from 2005 and 2006. Hinojosa Engineering was the highest rated from 3 firms. Project consists of new construction to Alex St. in the City of La Joya. New construction to Alex St. is a combined effort by the City of La Joya providing all materials and Pct. #3 will do all construction work. Attached is exhibit "A" outlining the scope of services.

Urban County Staff recommend approval.

Available funds are FY 18 & 19 (2005, 2006) in the amount of \$ 147,201.00

Revenue & Expenditures

Attachments

Link: [Hinojosa Eng. Agreement](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 11:59 AM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 10:31 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:55 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Estella Webber

Started On: 01/23/2007 02:40 PM

Final Approval Date:

**URBAN COUNTY
PROGRAM**
Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: January 18, 2007 Meeting Date Request: January 30, 2007

Deadline for Action: January 30, 2007 Contact Person: Diana R. Serna

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

Diana R. Serna, UCP Director 

Caption:


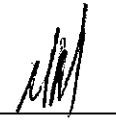
1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) for professional services with Hinojosa Engineering in connection with all FY 18 and 19 (2005 & 2006) projects.
2. Requesting approval for professional service agreement with Hinojosa Engineering in connection with City of La Joya Improvement projects Yr. 18 & 19 (2005, 2006) in the amount of \$13,356.00 for Alex Street.

Background:

The City of La Joya is requesting approval for professional services agreement with Hinojosa Engineering of 108 W. 18th Mission, TX, for Engineering Services for Street Improvements related to new construction as identified in Exhibit "A". Project will utilize funds from 2005 and 2006. Hinojosa Engineering was the highest rated from 3 firms. Project consists of new construction to Alex St. in the City of La Joya. New construction to Alex St. is a combined effort by the City of La Joya providing all materials and Pct. #3 will do all construction work. Attached is exhibit "A" outlining the scope of services.

Urban County Staff recommend approval.

Available funds are FY 18 & 19 (2005, 2006) in the amount of \$ 147,201.00

Manager:  Finance: Fmm Deputy Director 

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 _____

City of La Joya
Engineering Services
Street Improvements-(Alex St)
Grading-Ranking Grid

CRITERIA	Quintanilla Headley & Associates Inc. 124 E, Stubbs Edinburg, TX 78539			Hinojosa Engineering 108 W. 18th Mission, Tx 78572			S&B Infrastructure Ltd. 4508 North 10th St. McAllen, Tx 78504		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	48	47		51	49		51	49	
Work Performance	20	22		22	21		20	22	
Capacity to Perform	12	12		15	15		13	12	
Affirmative Action	4	3		5	4		4	4	
TOTALS	84	84		93	89		88	87	
AVERAGES	84%			91%			87.5%		
RANKING	3			1			2		



HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying

January 17, 2007

Mr. Mike Alaniz
City Manager
City of La Joya, Texas

RE: **Scope of Work**

PROJECTS: **Alex Street**

Dear Mr. Alaniz,

The scope of work for the above-referenced project will consist of providing plans and specifications to improve an existing dirt road to a 32 feet wide street with road side ditches from Expressway US 83 going south to Fifth Street. This street is located on the western city limit of La Joya and is approximately 1600 feet in length.

Please do not hesitate to call me if you have any question regarding this letter.

Respectfully,

Ricardo Hinojosa, P.E.
Hinojosa Engineering, Inc.

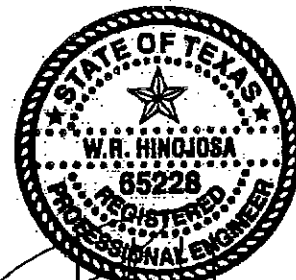
JAN 18 2007
aw



Engineer's Estimate of Probable Cost						Date:	January 4, 2007
Alex Street (City of La Joya)							
Length: 1600 L.F.							
Prop. Width: 32 feet w/ road side ditches							
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE		UNIT TOTAL	
Street Improvements (32' E-E)							
1	1 1/2" H.M.A.C.	5,700	SY	\$7.00	=	\$39,900.00	
2	8" Compacted Caliche Base	6,800	SY	\$6.50	=	\$44,200.00	
3	6" Subgrade	6,800	SY	\$2.00	=	\$13,600.00	
4	Excavation & Grading	6,800	SY	\$1.50	=	\$10,200.00	
5	Roadside Ditch	3,200	LF	\$1.50	=	\$4,800.00	
6	Paint Striping	1	LS	\$2,500.00	=	\$2,500.00	
7	Culvert	2	EA	\$6,000.00	=	\$12,000.00	
Total						\$127,200.00	
Engineering Fee						\$10,176.00	
Surveying Fee						\$3,180.00	
Contingency						\$6,360.00	
Project Total						\$146,916.00	

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only, and that Engineer shall not be held liable to Owner or third party for any failure to accurately estimate the cost of the project, or any part thereof. The costs may vary when further design is completed.

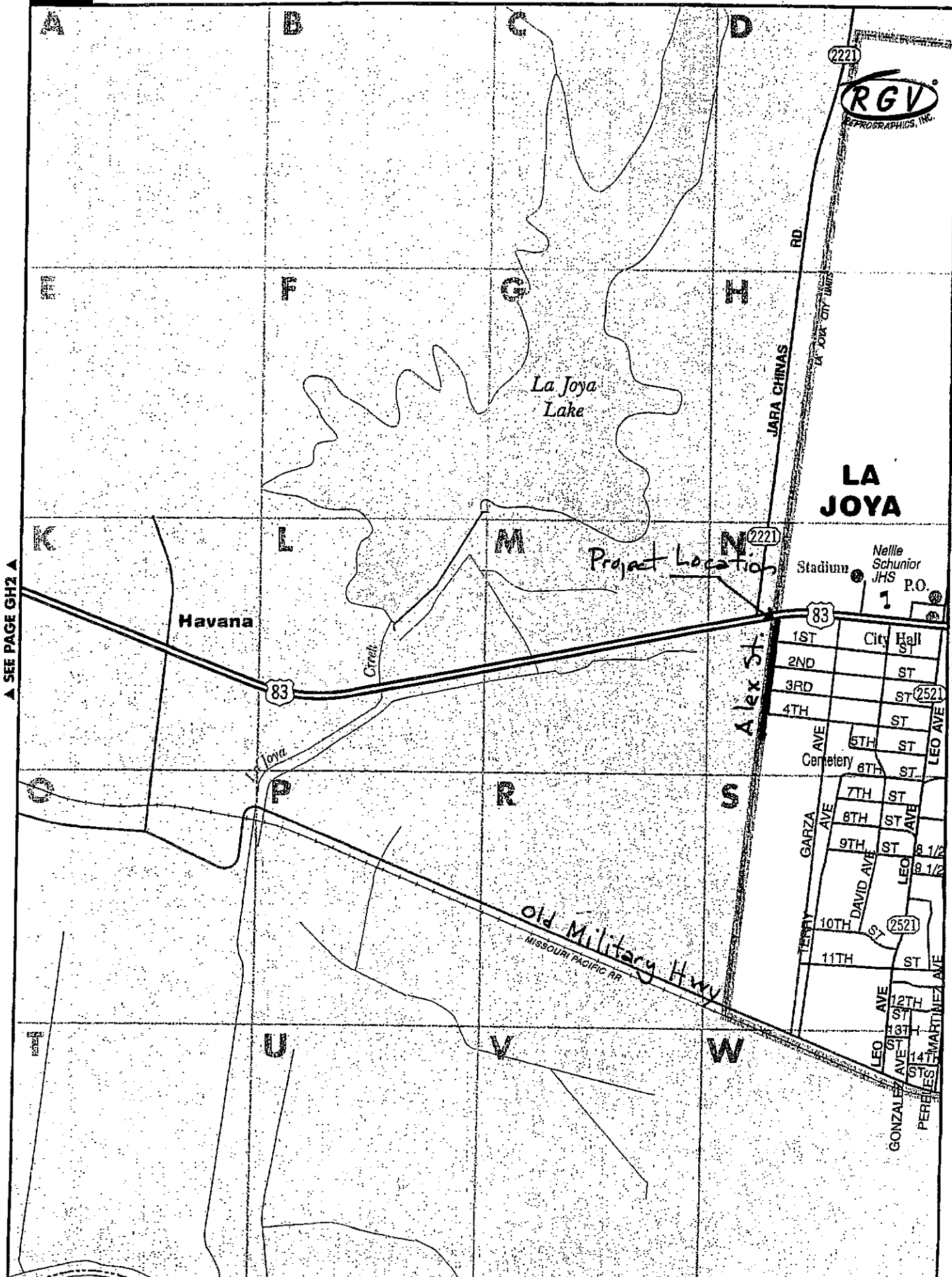
Owner is responsible for all easement acquisitions, permitting, platting, testing, and any other fees associated with this project. Construction Staking shall be the responsibility of the Contractor



JAN 5 2007

W.

1-05-07



▲ SEE PAGE GH2 ▲

▼ SEE PAGE GH4 ▼

URBAN COUNTY PROGRAM
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

I, Wilfrido Ricardo Hinojosa certify to the best of my knowledge and belief that:

- (A) I am not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
- (B) Have not within a three-year period preceding this proposal been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

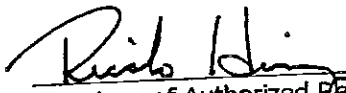
I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

Hinojosa Engineering, Inc.

Typed Name of Company

Wilfrido Ricardo Hinojosa, P.E. - President

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

Date Signed

Check here:

If unable to certify the above statement, attach your explanation.

DO NOT WRITE BELOW THIS LINE (FOR U.C.P. STAFF ONLY)

THE DEBARRED CONTRACTOR'S LIST WAS CHECKED ON THE ABOVE CONTRACTOR:

Check here:

- Contractor **did appear** on the debarment list.
- Contractor **did not appear** on the debarment list.

URBAN COUNTY COORDINATOR

DATE

AI-2161

12.C.

**City of San Juan - contract cancellation
CC REGULAR**

Date: 01/29/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

The City of San Juan is requesting authorization to cancel the contract with Magic Valley Electric Cooperative, Inc. in the amount of \$12,000.00 for the purchase and installation of neighborhood street lighting. Urban County Program Year 17 (2004) street improvement funds were to be utilized.

BACKGROUND

City of San Juan requests to cancel purchase order for Magic Valley Electric Co-Op. The City of San Juan assumed responsibility of the fees to purchase and install neighborhood street lighting.

Revenue & Expenditures

Attachments

Link: [Contract cancellation](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 11:59 AM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 10:32 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:55 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Estella Webber

Started On: 01/23/2007 03:06 PM

Final Approval Date:

**URBAN COUNTY
PROGRAM**
Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: January 18, 2007
Deadline for Action: January 30, 2007
Department: Urban County Program

Meeting Date Request: January 30, 2007
Contact Person: Diana R. Serna
Phone: (956) 318-2619 Fax: (956) 383-5971



Dept. Head/Official Signature: 

Caption:

The City of San Juan is requesting authorization to cancel the contract with Magic Valley Electric Cooperative, Inc. in the amount of \$12,000.00 for the purchase and installation of neighborhood street lighting. Urban County Program Year 17 (2004) street improvement funds were to be utilized.

Background:

City of San Juan requests to cancel purchase order for Magic Valley Electric Co-Op. The City of San Juan assumed responsibility of the fees to purchase and install neighborhood street lighting.

Deputy Director 
Manager 
Finance _____

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

Dept./Fund No: _____ Amt. Expended: \$ _____ Fnds/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 _____



Mayor: San Juanita Sanchez
Mayor Pro-Tem: Eddie Rodriguez
Commissioners: Pedro Contreras
Bobby Rodriguez
Claudia R. Gonzalez

January 11, 2007

Ms. Monica Luna
Urban County Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Re: 2004 CDBG-Magic Valley Electric Line Item

Dear Ms. Luna:

Please allow this letter to serve as a request to allow the Magic Valley Electric line item to be unencumbered in the amount of \$12,000.

If you have any questions or need additional information please call me at (956) 702-6414.

Sincerely,

Robert L. Salinas
Interim Planning Director

AI-2163

12.D.

**Colonia Construction Grant - Pct. # 4
CC REGULAR**

Date: 01/29/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Requesting approval to reject the one and only bid received for the ORCA 2005 Colonia Construction Grant # 725195 Sanitary Sewer Improvements Project for Colonia Country View in Pct. # 4 and authorize re-advertising of bid.

BACKGROUND

The only bid received in the amount of \$434,029.00 for Colonia Country View was higher than the budgeted amount and our engineering cost estimate of \$287,427.00. We will be requesting that the engineer make minor modifications and clarifications to be incorporated into the plans and specifications. Therefore, we are requesting that the court reject the bid and grant authorization to re-advertise the ORCA 2005 Colonia Construction Project. Attached pleas find the Engineers recommendation and the bid tabulation sheet.

UCP Colonia Staff recommends approval.

Construction Funds Available: 2005 Colonia Construction Funds: \$ 287,427.00

Revenue & Expenditures

Attachments

Link: [Colonia Const. Grant](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 12:05 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 10:33 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:55 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Estella Webber

Started On: 01/23/2007 03:14 PM

Final Approval Date:

URBAN COUNTY PROGRAM
Hidalgo County Commissioners' Court
Agenda Request Form

No. _____

Date: 01/22/2007
Deadline for Action: 01/30/2007
Department: Urban County Program

Meeting Date Request: 01/30/2007
Contact Person: Ms. Diana R. Serna
Phone: (956) 787-8127 Fax: (956) 787-5291

Ms. Diana R. Serna, Urban County Program Director 

Caption:

Requesting approval to reject the one and only bid received for the ORCA 2005 Colonia Construction Grant # 725195 Sanitary Sewer Improvements Project for Colonia Country View in Pct. # 4 and authorize re-advertising of bid.

Background:

The only bid received in the amount of \$434,029.00 for Colonia Country View was higher than the budgeted amount and our engineering cost estimate of \$287,427.00. We will be requesting that the engineer make minor modifications and clarifications to be incorporated into the plans and specifications. Therefore, we are requesting that the court reject the bid and grant authorization to re-advertise the ORCA 2005 Colonia Construction Project. Attached pleas find the Engineers recommendation and the bid tabulation sheet.

UCP Colonia Staff recommends approval.

Construction Funds Available: 2005 Colonia Construction Funds: \$ 287,427.00

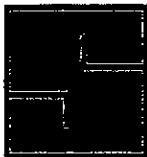
Please initial for approval:

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 _____



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

January 19, 2007

Pete De La Cruz
Colonia Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Grant No. 725195
Sanitary Sewer Improvements for Country View Subdivision

Mr. De La Cruz,

We have reviewed the unit prices and the amount totals for the bids submitted for Grant No. 725195 for the above-mentioned project and found everything to be correct. Big State Excavation, Inc. was the lowest, responsive bidder with a bid proposal in the amount of \$434,029.00. However, this bid exceeds the budget amount. Additionally, we only had one bidder.

It is our recommendation that all bids be rejected for the contract for Grant No. 725195 Sanitary Sewer Improvements for Country View Subdivision and to re-bid the project.

Respectfully Submitted,

Samuel D. Maldonado, P.E.
Director of Engineering

AV,av

Cc: Gloria Beltran, Hidalgo County Prct #4

F:\JESAENZ\ENGPROJS\ENG2006\Eng 06 041\Rejection for Bids.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

**Cancellation of Housing Loan Agreement
CC REGULAR**

Date: 01/29/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Requesting approval to cancel the Urban County Program Housing Loan Agreement for Jose & Norma A. Velasquez in the amount of \$33,206.00.

BACKGROUND

The following agreement between Urban County Program and Jose & Norma Velasquez in the amount of \$33,206.00 is being recommended for cancellation due to two (2) bedroom units being out of stock. The HOME Division will instead reconstruct the family's home.

Applicant	Case #	City	Funding Yr.	Location of Property
Jose & Norma Velasquez Loan 80%-Deferred 20%	CW 85-06-25	County Wide Pct #1	HOME 2005	All of Lot Eight-two (82), La Mesa, Hidalgo County, Texas as per map or plat thereof recorded in Volume Twenty-three (23), Page Forty-nine (49), Map records, Hidalgo County, Texas.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 06:35 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 11:38 AM	APRV
3	Dale Kennan	Dale Kennan	01/25/2007 01:47 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Estella Webber

Started On: 01/24/2007 11:46 AM

Final Approval Date:

Award bid for reconstruction - Countywide area

CC REGULAR

Date: 01/29/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Consider awarding bid for the demolition and the reconstruction of one (1) unit in the Countywide area in the total amount of \$42,800.00 to GMH Construction.

BACKGROUND

This family was approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioner's Court on September 12, 2006. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, December 27, 2006, for the reconstruction including demolition of one (1) existing structure in the Countywide area. A review and tabulation of bid revealed that the following contractor was the lowest bidder \$42,800.00 to GMH Construction.

CONTRACTOR	APPLICANT	CASE NUMBER	CITY	FUNDING YR.	LOCATION OF PROPERTY
GMH Construction Rehabilitation Loan 80%-Deferred 20% \$42,800.00	Jose & Norma Velasquez	CW 85-06-25	Countywide Precinct # 1	HOME 2004	All of Lot Eight-two (82), La Mesa, Hidalgo County, Texas, as per map or plat thereof recorded in Volume Twenty-three (23), Page Forty-nine (49), Map Records, Hidalgo County, Texas.

Revenue & Expenditures

Attachments

Link: [Award bid](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 06:35 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 11:38 AM	APRV
3	Dale Kennan	Dale Kennan	01/25/2007 01:47 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Estella Webber
Started On: 01/24/2007 11:57 AM

Final Approval Date:

Housing Rehab Program

ENTITY: Countywide

PROJECT: Bid Approval under the HOME Homeowner Occupied Housing Rehabilitation Program

FUNDING YEAR: HOME 2004

SYNOPSIS:

The family is recommended for bid approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has met all program requirements for assistance under the Housing Rehabilitation Program as an emergency case. Determination as an emergency case is due to catastrophic loss - fire. The following is a profile of the family.

Jose & Norma Velasquez: Family of three (3)
Applicant's age is 44, Spouse is 43 and son age is 14.
Title Search: No Abstract & Liens
Flood Zone: Yes
8 Step Process Completed: Yes
Insurance: Yes
Structure(s): 1
Recon./Rehab.: Reconstruction
of Bedrooms qualified for: 2
Total Living Area: 930 sq. ft.
Taxes: current
Assets & Deposits: \$ 151.32
Pay Back: yes
Debt Ratio: 27%
Total annual household income: \$ 28,060.03
HUD Income Limits (family of 3): \$ 31,050.00
Loan 80%; 20% will be deferred.
Existing Dwelling: 2 bedroom frame home, built in 1987.

Additional Notes

With regards to the insurance, the family had submitted two claims for contents to which they received two checks in the amount of \$5,361.23 and \$3,894.95 (total \$9,256.18). During the eligibility process, more specifically verifying real property and cash assets, it was revealed that the family had \$15.00 in the bank. As such, the family did not go over the \$10,000 policy cash assets policy.

RECOMMENDATION:

The HOME Staff recommends bid approval for assistance under the HOME Homeowner Occupied Housing Rehabilitation Program by the County Commissioner's Court.

AI-2219

12.G.

Contract approval - Pct. # 2
CC REGULAR

Date: 01/29/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Requesting authorization to approve a contract with Magic Valley Electric Cooperative, Inc. in the amount of \$8,374.07 for the purchase and installation of security lights for the North San Juan Park utilizing Urban County Program Parks, Recreational Facilities funds from Year 17 (2004) funds.

BACKGROUND

The parks & recreational facility improvements contract for security lights at North San Juan Park will illuminate the walking trail, greenbelt and parking lots. Magic Valley Electric Cooperative, Inc. is the sole source provider in the San Juan area. (See attached letter and quote).

Available Funding: \$11,237.55
Year 17 (2004) Precinct No.2 Parks, Recreational Facilities
Contract Amount: \$ 8,374.07

Revenue & Expenditures

Attachments

Link: [Approval of contract](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 06:38 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 11:38 AM	APRV
3	Dale Kennan	Dale Kennan	01/25/2007 02:08 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Estella Webber

Started On: 01/24/2007 03:15 PM

Final Approval Date:

Hidalgo County

Precinct No. 2

HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

To: Diana R. Serna, Director- Hidalgo County Urban County Program

From: Honorable Hector "Tito" Palacios, Commissioner

Date: January 24, 2007

RE: Additional Security Lighting for the North San Juan Park

Diana, I am interested in acquiring additional security lights for the North San Juan Park. These lights will be use to luminate the areas of the Walking Trails, Greenbelt, and Parking lots. We have received a quote of \$8374.07 from Magic Valley Electric Co-Op who are the service providers for this location.

If this meets your standards and your approval, please place it on Commissioner's Court for approval.

If you have any questions or concerns, please contact Charlie Contreras at 787-1891.

Thanks,



Cc: Tony Barco, CDBG Manager
Monica Luna, CDBG Coordinator
Agapito Vargas, BCAP Director

JAN 24 2007
Ew.

January 22, 2007

Hidalgo County Precinct 2
301 E State St
Pharr, TX 78577

W/o#1155215
Acct# 30720-144
Phone# (956) 787-1891

Aid to construction

<u>Description</u>	<u>Price</u>	<u>G/L#</u>	<u>W.O#</u>
Cost estimate to extend single phase Line and set (6) street light poles.	\$ 8374.07	107.22	1155215
Amount to be paid prior to Release of job:	\$ 8374.07		

JAN 24 2007
Gys

AI-2200
Planning Department
CC REGULAR

13.A.

Date: 01/29/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Agenda Item

CAPTION

1. PRELIMINARY APPROVAL
 - a. Los Jardines Estates – Pct. 1 (Kyle Bennet)
 - b. Cantu Subdivision – Pct. 2 (Gabriel Angel Cantu)

2. FINAL APPROVAL
 - a. Platinum Estates Subdivision – Pct. 4 (San Juanita Palacios)
 - b. Pueblo De Palmas Ph. 11 – Pct. 4 (J. Gary Frisby)

3. FINAL APROVAL WITH FINANCIAL GUARANTEE
 - a. Jesmer Subdivision – Pct. 3 (Jesus Garza)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Los Jardines Estates - Prelim.](#)
Link: [Los Jardines Estates - Plat](#)
Link: [A Cantu - Prelim.](#)
Link: [A Cantu - Plat](#)
Link: [Platinum Estates - Final](#)
Link: [Platinum Estates - Plat](#)
Link: [Pueblo De Palmas 11 -Final](#)
Link: [Pueblo De Palmas 11 - Plat](#)
Link: [Jesmer - Final](#)
Link: [JesMer - Plat](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 06:28 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 12:05 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Nora Cavazos

Started On: 01/24/2007 10:28 AM

Final Approval Date:



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: January 24, 2007

RE: **Las Jardines Estates Subdivision – Pct. 1**
Preliminary Approval

Los Jardines Estates is a fifteen (15) lot subdivision located on the South side of Mile 13 North Road, approximately 1348.40 feet East from the intersection with FM 493

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 December 05, 2006. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) on Mile 13 North 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 Raul Palma, P.E. 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 Mile 13th North 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.

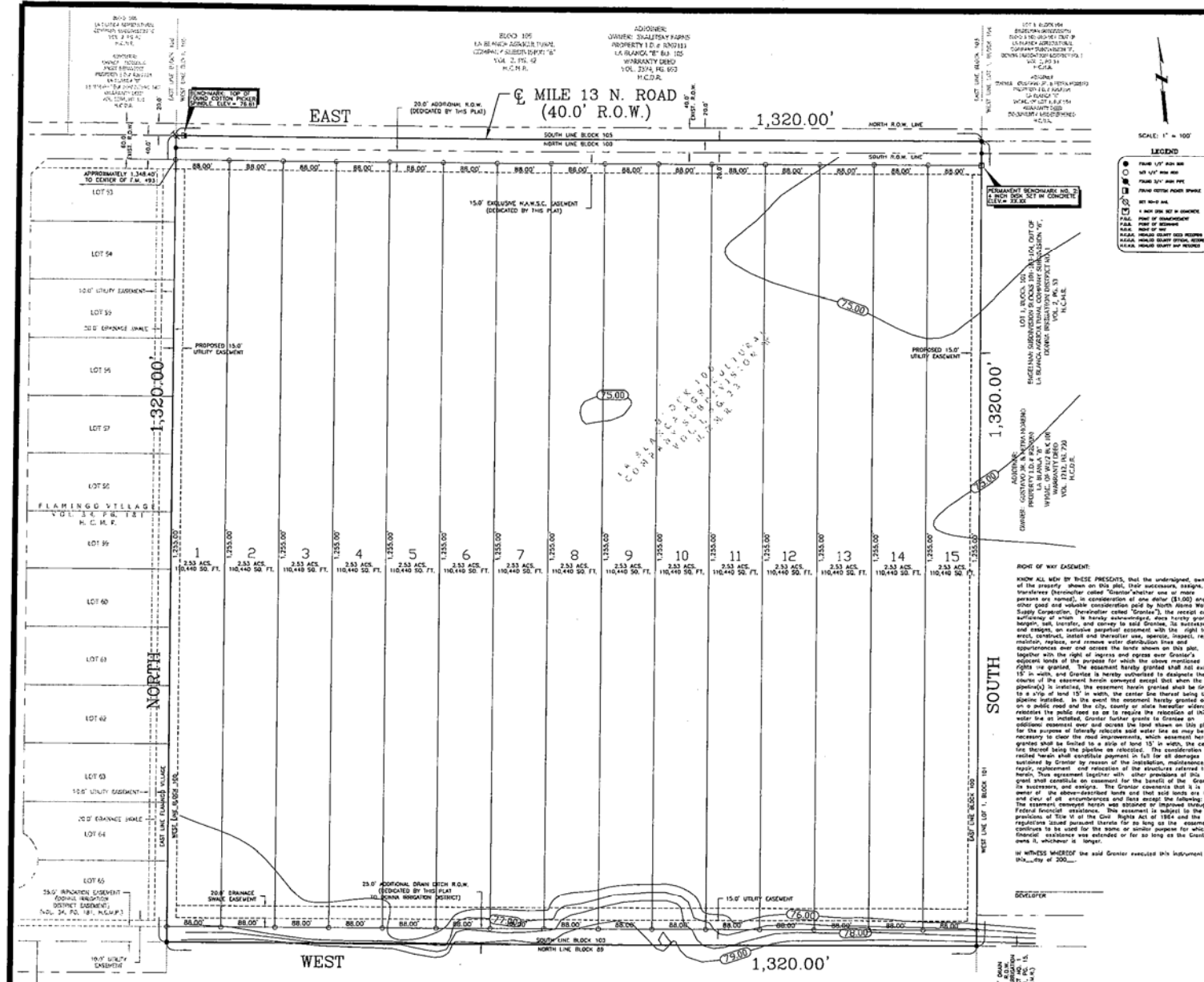
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **January 23, 2007** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

**LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW**

Name of Subdivision: Los Jardines Estates 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> Please provide a different subdivision name. "Los Jardines Subd" is already in existence.	01-04-06	JRT
B	As per approved drainage report show location of drainage swale esmnt and correct report on 3 rd sheet to coincide with approved from HCDD#1.	"	"
C	Show ditch row width and its documentation south of subdivision boundary line.	"	"
D	Label all esmnt outside proposed subdivision "existing" on Flamingo Village Subdivision. Also label existing NAWSC exclusive esmnt.	"	"
E	Verify with city of Donna if mayor will require signing on subdivision plat and update all signature certification to 2007.	"	"
F	Label POB on drawing as per METES & BOUNDS.	"	"
G	<u>PLAT NOTES:</u> #1) Rear setback should be of 15 feet or esmnt which ever is greater. #2) mention that panel was "revised to reflect LOMR dated 05-30-02" #13) separate both benchmarks by assigning a number and describing location and monument used for reference. Also provide datum/elevation. #14) complete note restriction wording. <u>Add a plat note stating that: "no re-subdivision of individual lots shall be allowed"</u> →see attachment for additional plat notes←	"	"
H	<u>2ND SHEET COMMENTS:</u> Label if fence will be remove or realign with property line outside esmnt on lots 1, 2, and 15.	"	"
I	As per engineer sewage report update water and OSSF installation dates and all modification on report need to reflect on Spanish version.	"	"
J	<u>3RD SHEET COMMENTS:</u> Verify if mile 13 North Rd is paved or is a caliche road.	"	"
K	Show drainage swale esmnt and swale cross section detail.	"	"
L	Drainage report needs to mention that panel number was revised to reflect LOMR dated 5-30-02	"	"
M	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		



STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE), KYLE BENNETT, AS OWNER TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS LOS JARDINES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREBY EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

- (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
- (B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
- (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
- (D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

OWNER: KYLE BENNETT
P.O. BOX 365
LA BLANCA, TEXAS 78558-0365

DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, 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 STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY
OF _____, 2007.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES _____

STATE OF TEXAS
CITY OF DONNA

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF DONNA, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRPERSON, PLANNING AND ZONING COMMISSION _____ DATE _____
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (A)
WE, THE UNDER SIGNED CERTIFY THAT THIS PLAT OF LOS JARDINES ESTATES SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____ 2007.

ATTEST: _____ DATE _____
HIDALGO COUNTY JUDGE

COUNTY CLERK'S RECORDING CERTIFICATE
I, _____ COUNTY CLERK OF HIDALGO COUNTY, 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 _____ 2007.

HIDALGO COUNTY CLERK _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS LOS JARDINES ESTATES SUBDIVISION, AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

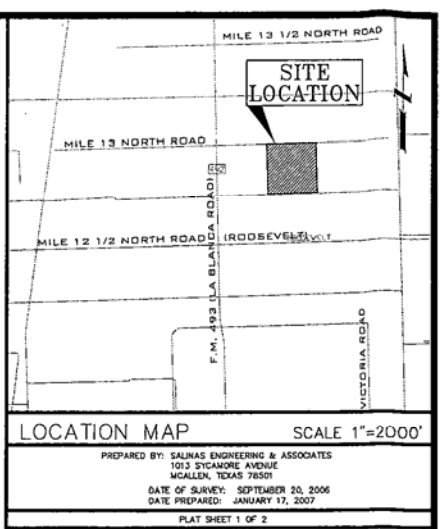
DATE _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____ DATE _____
THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT NO. 1 ON THIS THE _____ DAY OF _____ 2007.

ATTEST: PRESIDENT _____ SECRETARY _____

NOTE: THE IRRIGATION LINE AND VALVES ARE NOT PART OF THE DISTRICT'S FACILITIES AND WILL NOT BE MAINTAINED BY THE DISTRICT.



METES AND BOUNDS DESCRIPTION
BEING ALL OF BLOCK 100, AND, CONTAINING 40.0 GROSS ACRES OF LAND, MORE OR LESS, OUT OF LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B," HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 02, PAGE 42, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 40.0 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 3/4 INCH DIAMETER IRON PIPE FOUND ON THE NORTHEAST CORNER OF SAID BLOCK 100 LOCATED IN THE CENTER OF MILE 13 NORTH ROAD FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID BLOCK 100, A DISTANCE OF 20.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 13 NORTH ROAD, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A 1/2 INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 100 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID BLOCK 100, A DISTANCE OF 1,320.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID BLOCK 100 FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH, COINCIDENT WITH THE WEST LINE OF SAID BLOCK 100, A DISTANCE OF 1,300.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 13 NORTH ROAD, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A 60-D NAIL SET ON THE NORTHWEST CORNER OF SAID BLOCK 100 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, EAST, COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 100, A DISTANCE OF 1,320.0 FEET TO THE POINT OF BEGINNING, CONTAINING 40.0 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE NORTH 20.0 FEET (OR 0.61 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID MILE 13 NORTH ROAD LEAVING 39.39 NET ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: RECORDED PLAT OF SAID LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B," HIDALGO COUNTY, TEXAS.
N:\SUBDIVISION\PLATS\LOS JARDINES.SUB\METESANDBOUNDS.DESCRPTION

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

INDEX SHEET OF LOS JARDINES ESTATES SUBDIVISION

SHEET	DESCRIPTION
SHEET 1	HEADING UNDER LOCATION MAP PROVISIONAL CONTACTS, PLAT WITH LOTS, STREETS, EASEMENTS AND BOUNDS, LEGAL DESCRIPTION (METES & BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND REVISIONS, OWNERS DECLARATION, CERTIFICATION, AND ATTESTATION, CITY APPROVAL, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.A. OF A HIGHWAY AND BOUNDARY OF THE DISTRICT, THE PRODUCT IS PLATTED, FIELD CERTIFICATION, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL, APPROVAL, REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (SSW) PLAN, DRAINAGE REPORT (INCLUDES AND SHOWS WASTEWATER, INCLUDING DESCRIPTION OF WATER AND WASTE WATER (SSW) AND ENGINEER'S CERTIFICATION (INCLUDES AND SHOWS WASTEWATER), SAMPLE OF LOG BOOK FOR SSW SYSTEM, TYPICAL WATER SERVICE CONNECTION, OWNER'S DECLARATION, CERTIFICATION, AND ATTESTATION.
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THE REQUIREMENTS, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
1018 SYCAMORE AVENUE - MCALLEN, TEXAS 78501
(956) 682-0081 (956) 688-1489 (FAX)

GENERAL PLAT NOTES:

- MINIMUM SETBACK LINES:
FRONT _____ 40.00' OR GREATER FOR EASEMENTS.
SIDE _____ 10.00' OR GREATER FOR EASEMENTS.
REAR _____ 6.00' OR GREATER FOR EASEMENTS.
- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: "ZONE "Y"
AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY PANEL NO. 4833A 4930 C
EFFECTIVE DATE: JUNE 4, 2003
- AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER: 4833A 4930 C. EFFECTIVE DATE: JUNE 4, 2003. FLOODING INFORMATION: COMMUNITY PANEL NO. 4833A 4930 C. EFFECTIVE DATE: JUNE 4, 2003. FLOODING INFORMATION: COMMUNITY PANEL NO. 4833A 4930 C. EFFECTIVE DATE: JUNE 4, 2003. FLOODING INFORMATION: COMMUNITY PANEL NO. 4833A 4930 C. EFFECTIVE DATE: JUNE 4, 2003.
- IRRIIGATION: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THE DEVELOPER SHALL BE REQUIRED TO OBTAIN A FINAL IRRIGATION CERTIFICATE OF APPROVAL FROM THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1. THE IRRIGATION CERTIFICATE OF APPROVAL SHALL BE OBTAINED IN ACCORDANCE WITH THE IRRIGATION DISTRICT NO. 1 REQUIREMENTS. THE IRRIGATION DISTRICT NO. 1 REQUIREMENTS SHALL BE OBTAINED IN ACCORDANCE WITH THE IRRIGATION DISTRICT NO. 1 REQUIREMENTS. THE IRRIGATION DISTRICT NO. 1 REQUIREMENTS SHALL BE OBTAINED IN ACCORDANCE WITH THE IRRIGATION DISTRICT NO. 1 REQUIREMENTS.
- MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE APPROVAL FROM THE HEALTH DEPARTMENT, AND THE NEIGHBORHOOD APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.)

LOS JARDINES ESTATES SUBDIVISION

HIDALGO COUNTY, TEXAS.

BEING ALL OF BLOCK 100, AND, CONTAINING 40.0 GROSS ACRES OF LAND, MORE OR LESS, OUT OF LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B," HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 02, PAGE 42, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO AND THE CITY OF DONNA ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX, REG. NO. 71973 ON JANUARY 17, 2007. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

13. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED SURVEY INSTRUMENT:
B.M. NO. 1 - ELEV. 76.61. DESCRIPTION: A FOUND COTTON PICKER SHOULDER LOCATED IN THE NORTHWEST CORNER OF A 13.75 FOOT NORTH OF A FOUND 1/2" IRON ROD.

14. ALL PUBLIC UTILITY EASEMENTS DEPICTED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET UNLESS THE UTILITY PROVIDER SHOWS OTHERWISE. ALL UTILITY PROVIDERS SHALL COMPLY WITH THE SITE REQUIREMENTS FOR EACH UTILITY PROVIDER OCCUPANCY ON EACH LOT.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
LOS JARDINES ESTATES SUBDIVISION, IS LOCATED ON THE SOUTH SIDE OF MILE 13 N. ROAD AND APPROXIMATELY 1,348.40 FEET EAST FROM THE INTERSECTION WITH F.M. 493 (LA BLANCA ROAD). ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846), LOS JARDINES ESTATES SUBDIVISION, DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF DONNA. IT IS WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF DONNA UNDER LOCAL GOVERNMENT CODE 42.021 AND IS LOCATED WITHIN PRECINCT NO. 1.

PRINCIPAL CONTACTS

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: KYLE BENNETT	P.O. BOX 365	LA BLANCA, TEXAS 78558-0365	(956) 464-4431	(956) 464-2597
ENGINEER: DAVID O. SALINAS	1013 SYCAMORE	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 688-1489
SURVEYOR: DAVID O. SALINAS	1013 SYCAMORE	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 688-1489



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: January 24, 2007

RE: **A. Cantu Subdivision – Pct. 4**
Preliminary Approval

A. Cantu Subdivision is a two (2) lot subdivision located Northwest corner of the intersection with Skinner Road and Rogers 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 December 28, 2006. The proposed subdivision lies within a Zone "AH" as per FEMA's FIRM.

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

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing three (3) inch waterline on Skinner 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 January 23, 2007** subject to staff comments, future recommendations by Planning and other departments.

**LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW**

Name of Subdivision: A. CANTU 2nd Review Page 1 of 1

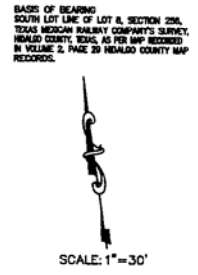
This form lists the documents lacking during the process of seeking subdivision approval. The County official receiving a document should upon its receipt fill out and initial an entry for the items lacking and then write the log number on the document. If needed use more than one line for the description

Item Log #	Description of Item	Date	Logger's Initials
A	<u>1ST SHEET COMMENTS:</u> All utility esmnt should be of minimum of 15 feet.	01-12-07	JRT
B	<u>PLAT NOTES:</u> correct numerical sequences #1) provide complete flood zone "AH" description and determined BFE elev. #5) Is being repeated. #8) Provide total detention calculation #9) Provide a 2 nd Permanent BM with in subdivision (conc. Slab w/ disk) <u>→additional plat notes are require see previous subd review attachments ←</u>	"	"
C	Correct subdivision location description, as per the LGC city of Edinburg ETJ, and precinct number.	"	"
D	<u>2ND SHEET COMMENTS:</u> As per engineer report provide amount of 30 year letter agreement fee.	"	"
E	Correct Spanish engineer and sewage report it doesn't coincide with English version. All water meters and OSSF have being installed.	"	"
F	Please provide report from evaluator and approval letter from HCHD (re inspection letter) for existing septic tank.	"	"
G	Correct lot dimensions for both lots 1 and 2.	"	"
H	As per drainage report, why are conditions being said in accordance with the city of Edinburg requirements policy, when subdivision property falls outside their city limits and their city ETJ? Please verify this and correct report.	"	"
I	Why isn't the proposed condition describing the detention area as shown on drainage design? Mention on report where and how will detention be accomplished and how will detention be release to road side ditch. (provide a x-section detail of overflow structure)	"	"
J	Provide correct flood zone "AH" description and the determined BFE elevation by FEMA on the Drainage Report Engineer certification.	"	"
K	Summit a set of plans to HCROW dept for their review and clearance. (Prior to receive preliminary approval.)	"	"
L	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.	"	"

DATE OF PREPARATION: JAN 16, 2007

A. CANTU SUBDIVISION

BEING A 1.958 ACRE TRACT OF LAND BEING THE SOUTH 258.50 FEET OF THE EAST 330.00 FEET OF LOT 8, SECTION 25E, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 2, PAGE 29, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.



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

I (WE), GABRIEL ANGEL CANTU AND JUAN V. MOLINA, AS OWNER (S) OF THE 1.958 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED A. CANTU SUBDIVISION, HEREBY DEDICATE TO THE PUBLIC THE STREETS, PARKS, AND EASEMENTS SHOWN HERE.

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

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

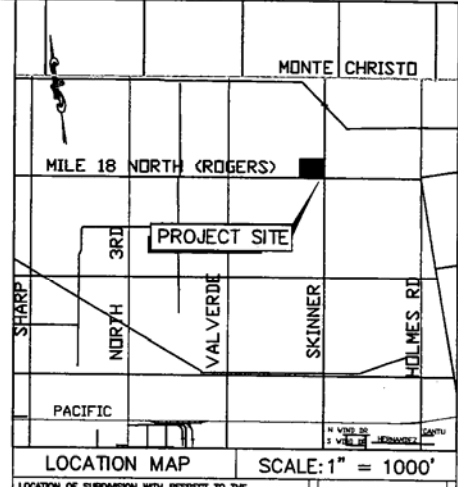
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;

(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 (WE) ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: GABRIEL ANGEL CANTU DATE: JUAN V. MOLINA DATE:
2825 N. SKINNER RD. 2827 N. SKINNER RD.
EDINBURG, TX 78541 EDINBURG, TX 78541



STATE OF TEXAS - COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, GABRIEL ANGEL CANTU AND JUAN V. MOLINA, PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 2007.

NOTARY PUBLIC BY COMMISSION EXPIRES: _____

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

I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____, 2007, AND WAS RECORDED IN VOLUME _____ SHEETS _____ OF THE MAP RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____, 2007.

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE A. CANTU SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2007.

HIDALGO COUNTY JUDGE DATE: HIDALGO COUNTY CLERK DATE:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

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 Adams 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 18" 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 18" in width, the center line thereof being the pipeline installed. In the event the easement hereby granted exceeds a public road and the city, county or state hereafter wishes or requires the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 18" 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 herein conveyed, its successors, and assigns, and the Grantor consents that it is the owners of the above-described lands and that all lands are free and clear of all encumbrances and liens except the following: the easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for long as the grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ___ day of _____, 2007.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS, THE ___ DAY OF _____, 2007.

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

DEVELOPER: _____ DATE: _____

SECRETARY: _____ DATE: _____

STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO UNLAWFUL EASEMENTS OR ENCUMBRANCES EXCEPT AS SHOWN AND THAT ALL OWNERS HAVE BEEN LOCATED AS INDICATED.

JOSE MARIO GONZALEZ
REG. PROFESSIONAL LAND SURVEYOR NO. 6571

STATE OF TEXAS - COUNTY OF HIDALGO

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

LED L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO UNLAWFUL EASEMENTS OR ENCUMBRANCES EXCEPT AS SHOWN AND THAT ALL OWNERS HAVE BEEN LOCATED AS INDICATED.

JOSE MARIO GONZALEZ
REG. PROFESSIONAL LAND SURVEYOR NO. 6571

STATE OF TEXAS - COUNTY OF HIDALGO

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

LED L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS - COUNTY OF HIDALGO

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

LED L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS - COUNTY OF HIDALGO

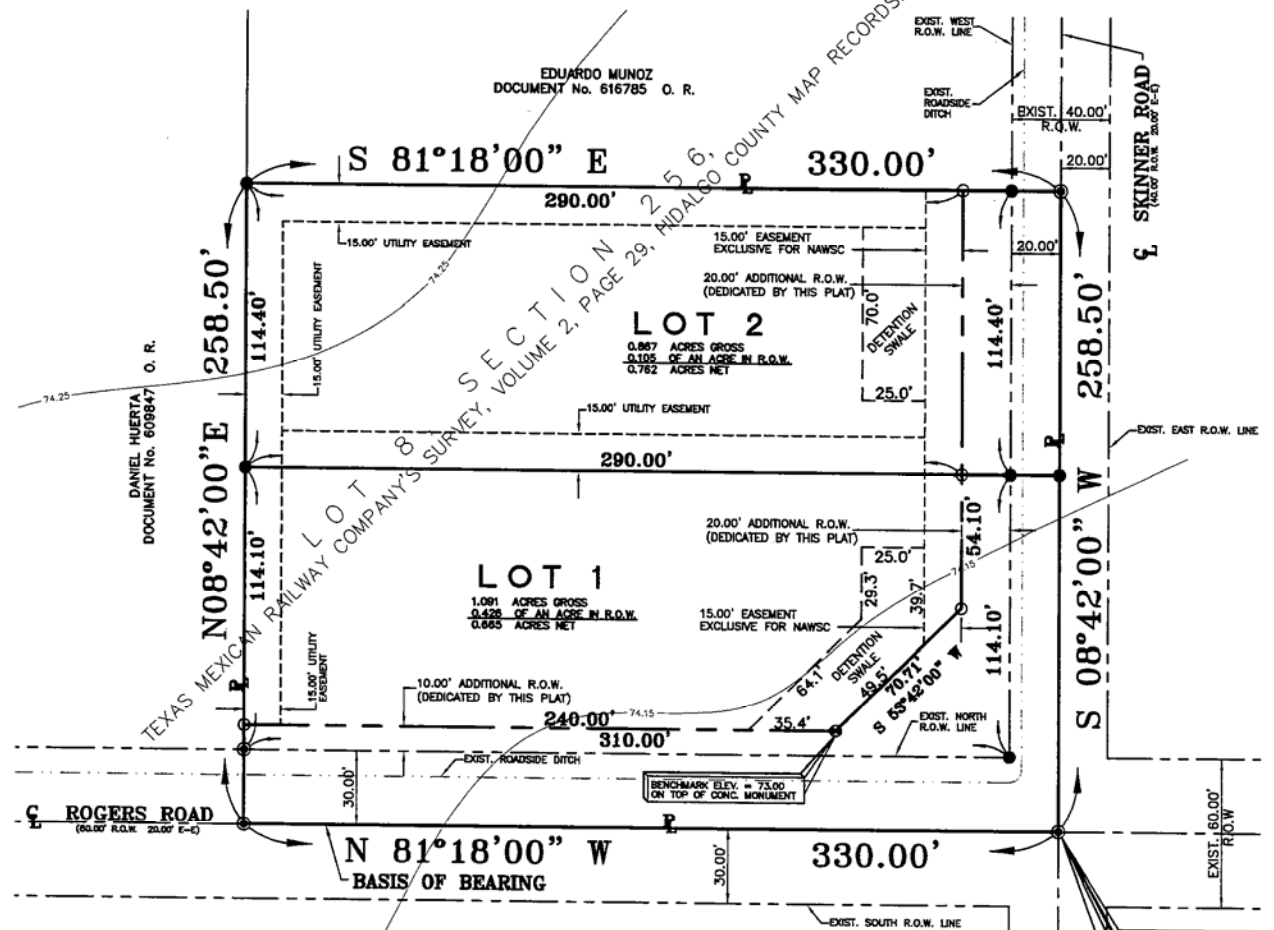
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LED L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS - COUNTY OF HIDALGO

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LED L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL ENGINEER



METES AND BOUNDS

BEING A 1.958 ACRE TRACT OF LAND BEING THE SOUTH 258.50 FEET OF THE EAST 330.00 FEET OF LOT 8, SECTION 25E, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 2, PAGE 29, OF THE MAP RECORDS OF SAID COUNTY; SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FIVE-EIGHTS (5/8) INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT, FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID LOT, THE CENTERLINE OF ROGERS ROAD, NORTH 81°18'00" WEST 330.00 FEET TO A FOUND FIVE-EIGHTS (5/8) INCH IRON ROD FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE EAST LINE OF DANIEL HUERTA'S TRACT AS DESCRIBED IN DOCUMENT NUMBER 809647 OF THE OFFICIAL RECORDS OF SAID COUNTY, NORTH 08°42'00" EAST, AT 30.00 FEET FOUND A FIVE-EIGHTS (5/8) INCH DIAMETER IRON ROD AT THE NORTH RIGHT-OF-WAY OF SAID ROAD, AT 258.50 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND AT THE NORTHWEST CORNER HEREOF;

THENCE SOUTH 81°18'00" EAST, AT 310.00 FEET TO A FOUND ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE WEST RIGHT-OF-WAY OF SKINNER ROAD, AT 330.00 FEET IN ALL TO THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF SKINNER ROAD, SOUTH 08°42'00" WEST A DISTANCE OF 258.50 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.958 ACRES, MORE OR LESS.

LEGEND

- - FND 5/8" IRON ROD
- - FND 1/2" IRON ROD
- - SET 1/2" IRON ROD
- - SET CONC. MONUMENT

DRAWN BY: CIVIL AND ARCHITECTURAL DESIGN, INC., DATE: 01-09-07

SURVEYED, CHECKED: JOSE MARIO GONZALEZ, R.P.L.S., DATE: 01-09-07

FINAL CHECK: JOSE MARIO GONZALEZ, P.E., DATE: 01-09-07

REVISION NOTES				
NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNERS: GABRIEL ANGEL CANTU	2825 N. SKINNER RD.	EDINBURG, TX 78541 (956) 716-1558 (956) 716-8512
ENGINEER: LED L. RODRIGUEZ, JR., P.E.	712 N. 28th. STREET	MALLEN, TX 78501 (956) 607-5210 (800) 406-1379
SURVEYOR: JOSE MARIO GONZALEZ, R.P.L.S.	323 WEST CANO STREET, SUITE 100	EDINBURG, TX 78539 (956) 380-5152 (956) 380-5156

PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: "A" (USUALLY AREAS OF FLOODING) BASE FLOOD ELEVATION DETERMINED: COMBATTI-PANEL NO. 4800324 0325 D, EFFECTIVE DATE: MAY 17, 2001
- THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, COMBATTI-PANEL NO. 4800324 0325 D, EFFECTIVE DATE: MAY 17, 2001. THE FLOOD ELEVATION DETERMINED BY THE TEXAS DEPARTMENT OF TRANSPORTATION AND METERS NO. 4800324 0325 D IS APPROXIMATELY 4 FEET FROM THE CITY LIMITS OF EDINBURG AND IS OUTSIDE THE CITY'S 2-MILE EXTENTURBATE JURISDICTION (EJ) UNDER LOCAL GOVERNMENT CODE § 42.021
- 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. SECTION 4001 THROUGH 4127)
- GENERAL NOTES FOR SINGLE FAMILY RESIDENCE: 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 MARSHAL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- MINIMUM FRESH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
- ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FRESH FLOOR ELEVATIONS.
- CONSTRUCTION SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- LEGEND - DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
- MINIMUM BUILDING SETBACKS LINES:
FRONT: 40.0' (FEET) FRONT YARD BARRIER
REAR: 15.0' (FEET)
SIDE: 5.0' (FEET) ON EASEMENT WHICH EVER IS GREATER
SIDE CORNER: 40.0' (FEET) FROM ROGERS RD.
SIDE CORNER: 25.0' (FEET) ON EASEMENT WHICH EVER IS GREATER
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, TREES, AND OTHER PLANTINGS (EXCEPT LOW LEED TREES IN BUSHES MATURE TREES, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.
- IN ACCORDANCE WITH THE HEALTH DEPARTMENT, DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL SOLID WASTE CLEARANCE PLAN AND DEVELOPMENT PERMIT, DRAINAGE RETENTION IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.
- BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT: BENCHMARK: 2360 BLVD. 26. DESCRIPTION: A CONCRETE MONUMENT ON THE SOUTHWEST CORNER LOT 1
- NO FILL OR FILLING OPERATIONS SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASMENT.
- EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE SWALE.
- THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
- ON SITE SEWER FACILITIES (OSPF) NOTE:
A. OSFP 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 COMPLETES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSFP SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
- SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO BEEN 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 APPROXIMATE SWALE SYSTEM.
- APPROVED "OSFP" POINT APPLICATION IS REQUIRED INCLUDING INDIVIDUALS LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THE SUBDIVISION.
- GABRIEL ANGEL CANTU AND JUAN V. MOLINA, THE OWNERS & SUBDIVIDERS OF A CANTU SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSFP ON THE AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
- ALL PUBLIC UTILITIES EASEMENTS DESIGNATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE OFFICIAL RECORDS OF SAID COUNTY. 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.
- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVISION 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.
- 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 FROM THE PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT NO WATER OR LIGHT CLEARANCES SHALL BE REQUIRED UNLESS THE SITE PLAN, DRAINAGE PLAN AND OSFP PLAN AND APPROVED PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

CML & ARCHITECTURAL DESIGN, INC.
2823 E. HWY 281 SUITE C, HIDALGO, TEXAS 78557
PHONE: (956) 342-6017 FAX: (956) 406-1379
higuajardo@cmlco.com

A. CANTU SUBDIVISION
PLAT SHEET
EDINBURG, TEXAS

DESIGNED BY: H.H.G.
CHECKED BY: CIVIL & ARCH. DESIGN
OWNER: LED L. RODRIGUEZ, JR.
SURVEYOR: JOSE MARIO GONZALEZ
DATE: JAN 16, 2007

INDEX

SHEET	DESCRIPTION
SHEET 1	PLAT WITH LOTS, BOUNDARIES, STREETS, EASEMENTS, UTILITY LAYOUTS, DRAINAGE PLANS, AND OTHER INFORMATION.
SHEET 2	UTILITY LAYOUT, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND SEWER, WATER LOSS, AND DRAINAGE CERTIFICATION (ENGLISH AND SPANISH VERSION), SAMPLE OF LOTS FOR OSFP SYSTEM, DRAINAGE INSPECTION CERTIFICATION, AND ATTESTATION, DRAINAGE STATEMENT, TYPICAL DETAILS, WATER SERVICE CONNECTION.

PROJECT: SUB 06 004
PAGE NO: 1 OF 2



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: January 24, 2007

RE: **Platinum Estates Subdivision – Pct. 4**
Final Approval

Platinum Estates is a nine (9) commercial lot subdivision located on the Southwest corner of Wisconsin Road and Raul Longoria Road intersection.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 07, 2006. The proposed subdivision lies within Zone "B" as per FEMA's FIRM.

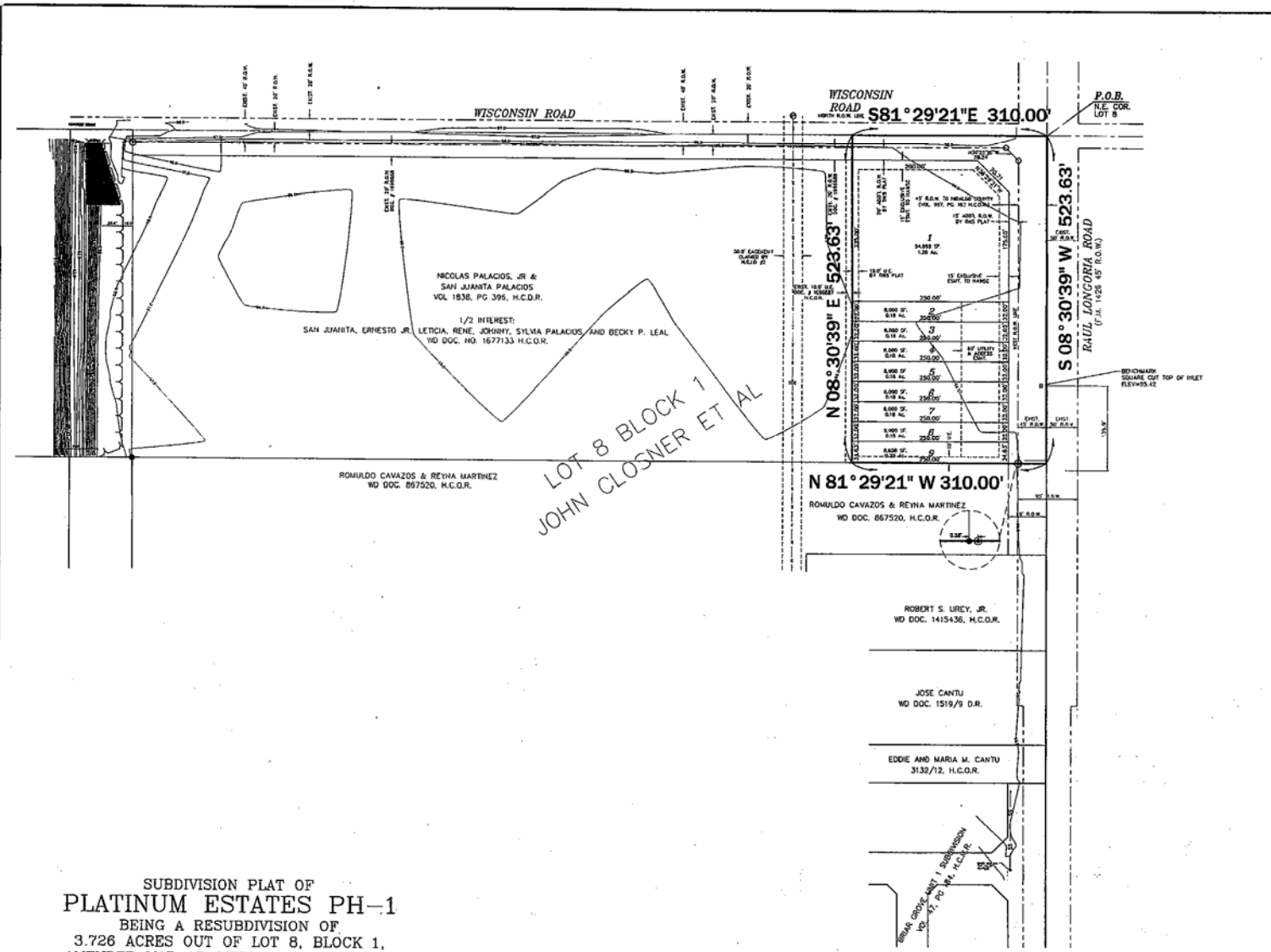
The proposed subdivision plat will dedicate fifteen (15) feet on Raul Longoria Road and twenty (20) feet on Wisconsin Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by North Alamo Water Supply Corporation.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Raul Longoria 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 Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 23, 2007**.



- LEGEND:
- FOUND IRON ROD
 - ▲ FOUND COTTON PICKER SPINDLE
 - SET #4 IRON ROD WITH YELLOW CAP
 - ⊙ STAMP WELDER AND RIGHT
 - ⊙ FOUND #5 IRON PIPE
 - ⊙ SET COTTON PICKER SPINDLE
 - ⊙ FOUND IRON PIPE
 - ⊙ 12" STAND PIPE

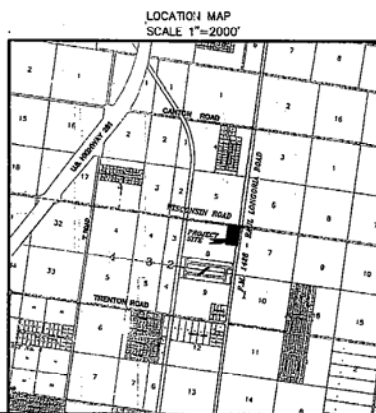
- GENERAL PLAT NOTES & RESTRICTIONS:
- FLOOD ZONE STATEMENT:**
FLOOD ZONE DESIGNATION: ZONE "B" (MEDIUM SHADING)
AREAS OF 500-YEAR FLOOD: AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
-PANEL NO. 480334 0425 C
EFFECTIVE: NOVEMBER 16, 1982
 - SETBACKS:**
FRONT: 50 FEET OR EASEMENT WHICHEVER IS GREATER FRONTING WISCONSIN AND RAUL LONGORIA RD.
REAR: 20% LOT DEPTH BUT NOT OVER 40 FT.
SIDE: 10.0 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE CORNER: 20.00 FT. OR EASEMENT WHICHEVER IS GREATER
 - 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 A DEVELOPMENT PERMIT APPLICATION 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.
 - BENCHMARK:**
SQUARE CUT ON TOP OF RILEY LOCATED ALONG THE WEST SIDE OF RAUL LONGORIA ROAD ADJACENT TO THE PROPERTY. ELEV=95.42 HAVD. REFERENCE TO NAD83 TEXAS STATE PLANE.
 - WATER:**
ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE.
 - DRAINAGE:**
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO OBTAIN A TOTAL OF 24,655 CUBIC FEET (0.568 ACRE-FEET) OF STORM WATER RUNOFF, DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.4)
LOT 1 = 12,475 CF
LOT 2 THRU 8 = 1,504 CF (EACH)
LOT 9 = 1,677 CF
 - NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT, EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHURBES, TREES AND OTHER PLANTINGS (EXCEPT LOW GROWING TREES AND SHRUBS) WITHIN THE EASEMENT BOUNDARIES AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.**
 - EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.**
 - ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.**
 - THE DEVELOPER SHALL BUILD A FIVE FEET SIDEWALK ALONG RAUL LONGORIA ROAD AND WISCONSIN ROAD DURING SUBDIVISION CONSTRUCTION.**
 - ALL LOT CORNERS ARE SET 1/2" INCH IRON RODS.**
 - ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.**
 - GENERAL NOTE FOR COMMERCIAL USE:**
LOTS 1 TO 9 ARE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 THROUGH 9 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS, AND CONTRACTS (IF USED) APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL, ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED 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 PLANS, DRAINAGE PLAN ARE APPROVED, AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
 - RIGHT OF WAY EASEMENTS:**
THERE IS AN EASEMENT FOR RIGHT OF WAY GRANTED TO MACK VALLEY ELECTRIC COOPERATIVE, INC. AS SET FORTH IN INSTRUMENT RECORDED IN VOL. 1812, PG. 320, DEED RECORD, HIDALGO COUNTY, TEXAS, AS MAY BE AMENDED IN THE FUTURE.
NOT PLOTTABLE: BLANKET IN NATURE.
 - RECIPROCAL ACCESS AGREEMENT IS REQUIRED BETWEEN COMMERCIAL LOTS 1 THRU 9, INCLUDING ACCESS OVER RAUL LONGORIA.**
 - COMMON ACCESS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY EACH RESPECTIVE LOT OWNER.**
 - TRUCK DRIVEWAY PERMIT IS REQUIRED PRIOR TO CONSTRUCTION OF DRIVEWAY ACCESS ON TO FM 1426 (RAUL LONGORIA RD.)**

SUBDIVISION PLAT OF
PLATINUM ESTATES PH-1
BEING A RESUBDIVISION OF
3.726 ACRES OUT OF LOT 8, BLOCK 1,
AMENDED MAP OF JOHN CLOSNER, ET AL
AS RECORDED IN VOLUME 0, PAGES 4 & 5, H.C.M.R.
HIDALGO COUNTY, TEXAS

- INDEX TO SHEET OF SUBDIVISION
- SHEET 1: HEADING, INDEX, LOCATION MAP AND ETC. PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS), PLAT NOTES AND RESTRICTIONS.
 - SHEET 2: SURVYOR'S CERTIFICATION, OWNER'S EDUCATION, CERTIFICATION, ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, H.C.M.R., H.C.D. #2, REVISION NOTES
 - SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / GOSP AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSIONS), REVISION NOTES, AND CONSTRUCTION DETAILS.
 - SHEET 4: DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SHALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES, AND CONSTRUCTION DETAILS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

PLATINUM ESTATES PH-1 IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY AT THE SOUTHWEST CORNER OF WISCONSIN ROAD AND RAUL LONGORIA ROAD INTERSECTION. THE NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 82,733 - 2005 CENSUS). PLATINUM ESTATES PH-1 LIES ADJACENT TO THE CITY LIMITS (AND IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.



METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 3.726 ACRES, SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOT 8, BLOCK ONE, CLOSNER ET AL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGES 4-5, HIDALGO COUNTY MAP RECORDS, 540 3.726 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 1 FOR THE NORTHEAST CORNER OF PLATINUM ESTATES PH-1 (THIS TRACT);

THENCE, S 08° 30' 39" W ALONG THE EAST LINE OF LOT 8, BLOCK 1 AND WITHIN THE RIGHT-OF-WAY OF RAUL LONGORIA ROAD (F.M. 1426), A DISTANCE OF 503.63 FEET TO THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 81° 29' 21" W, AT A DISTANCE OF 44.42 FEET PASS AN IRON PIPE FOUND, AT A DISTANCE OF 45.00 FEET PASS A NO.4 REBAR SET FOR THE WEST RIGHT-OF-WAY LINE OF RAUL LONGORIA ROAD (F.M. 1426), CONTINUING A TOTAL DISTANCE OF 310.00 FEET TO A NO.4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08° 30' 39" E, AT A DISTANCE OF 503.63 FEET FOR THE SOUTH RIGHT-OF-WAY LINE OF WISCONSIN ROAD, CONTINUING A TOTAL DISTANCE OF 523.63 FEET TO THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 29' 21" E, ALONG THE NORTH LINE OF LOT 8, BLOCK 1 AND WITHIN THE RIGHT-OF-WAY OF WISCONSIN ROAD, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 3.726 ACRES, OF WHICH 0.243 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF WISCONSIN ROAD, AND 0.721 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF RAUL LONGORIA ROAD (F.M. 1426), LEAVING A NET OF 2.762 ACRES OF LAND, MORE OR LESS.

PRINCIPAL CONTACTS

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	SAN JUANITA PALACIOS, 621 E. EMMY LANE	EDINBURG, TX 78839	(956) 387-4361	
ENGINEER:	CARLOS GARZA, 115 W. MCINTYRE	EDINBURG, TX 78839	(956) 381-0981 (956) 381-1839	
SURVEYOR:	FRED L. KURTH, 115 W. MCINTYRE	EDINBURG, TX 78839	(956) 381-0981 (956) 381-1839	

M MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

110 W. HARTSHORN
EDINBURG, TX 78839
E-MAIL: www.meldenandhunt.com

OFF: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947

SHEET 1 OF 5 SHEETS

NO.	SHEET	REVISION	DATE	APPROVED
4	1, 4, 5	ADDED RECORDED DOC. # FOR R.O.W. & ESM!	12-12-08	
4	1, 3, 4	GENERAL COMMENTS BY COUNTY	11-30-08	
3	1 & 2	SANITARY SEWER LINE B, C, D, E, F	11-06-08	
2	1 & 2	SANITARY SEWER LINE F - VERT. ALIGN.	10-06-08	
1	1 & 2	SANITARY SEWER LINE F - HORIZ. ALIGN.	09-10-06	

FOR ISSUANCE:
APPROVED BY: _____ DATE: 12-12-08
DRAWN BY: J. J. JARA
SURVEYED, CHECKED BY: _____ DATE: 12-12-08
FINAL CHECK: _____ DATE: 12-12-08



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: January 24, 2007

RE: **Pueblo De Palmas Phase 11 Subdivision – Pct. 4**
Final Approval

Pueblo De Palmas Phase 11 is a one hundred four (104) lot subdivision located between FM 2812 and Ingle Road, approximately 418 feet East of Azahares Street.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 13, 2006. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

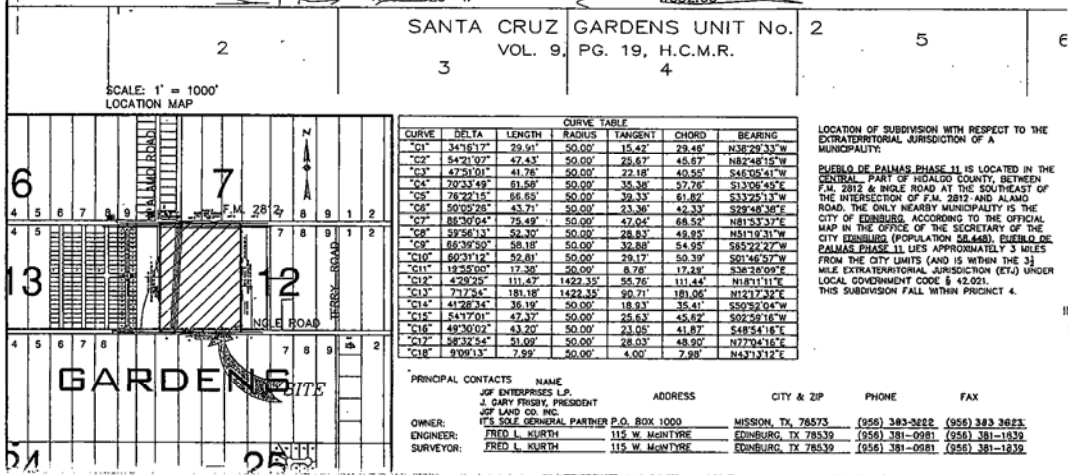
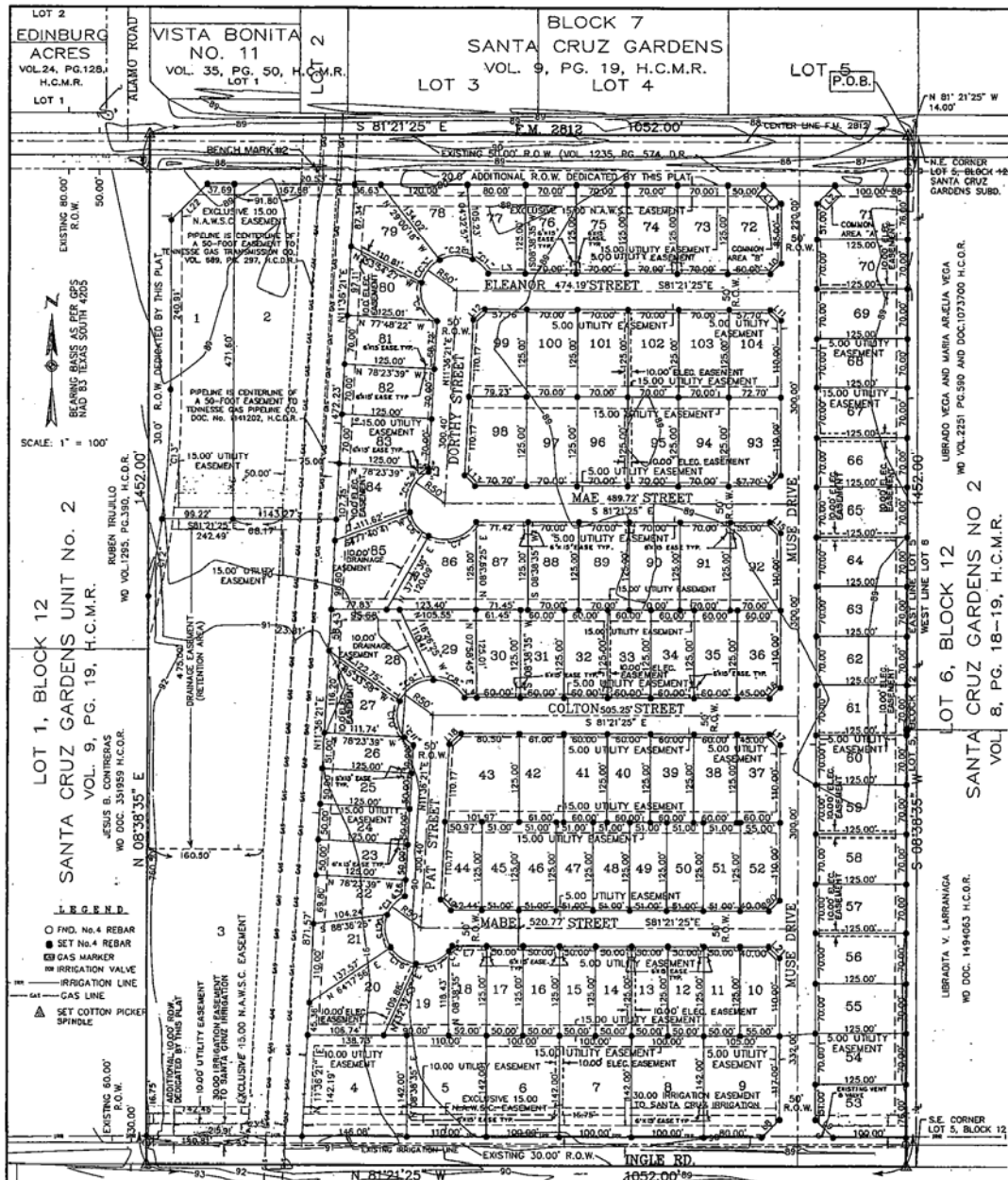
The proposed subdivision plat will dedicate ten (10) feet on Ingle Road and twenty (20) feet on FM 2812 Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by the City of Edinburg.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing twelve (12) inch waterline on FM 2812 that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary approval from the Hidalgo County Commissioner's Court on March 14, 2006. 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 Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 23, 2007**.



SUBDIVISION PLAT OF PUEBLO DE PALMAS PHASE 11

BEING A RESUBDIVISION OF 35.067 ACRES
CONSISTING OF ALL OF LOTS 2, 3, 4, THE EAST 12 FEET OF LOT 1
AND THE WEST 249.50 FEET OF LOT 5

BLOCK 7
SANTA CRUZ GARDENS UNIT No. 2
VOL. 9, PG. 19, H.C.M.R.
HIDALGO COUNTY, TEXAS.

DESCRIPTION OF PUEBLO DE PALMAS PHASE 11 METES AND BOUNDS DESCRIPTION
A TRACT OF LAND CONTAINING 35.067 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, CONSISTING OF ALL OF LOTS 2, 3 AND 4, THE EAST 12 FEET OF LOT 1, AND THE WEST 249.50 FEET OF LOT 5, BLOCK 7, SANTA CRUZ GARDENS UNIT NO. 2, FOR THE NORTHEAST CORNER OF THIS TRACT, SAID POINT BEARS N 01° 21' 25" W A DISTANCE OF 14.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 5, BLOCK 12;

GENERAL PLAT NOTES & RESTRICTIONS:
1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" UNSHADDED AREAS DETERMINED TO BE OUTSIDE 100-YEAR FLOOD PLAIN COMMUNITY.
2. SETBACKS: FRONT: 25 FEET; SIDE: 5 FEET; REAR: 15 FEET.
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THE SUBDIVISION WILL BE REQUIRED TO OBTAIN A TOTAL OF 122,100 CUBIC FEET (2,574 GALLONS) OF STORM WATER RUNOFF, DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
7. DRAINAGE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY POND OR UTILITY EASEMENTS.
8. NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES (EXCEPT PERMITTER FENCES RUNNING ALONG REAR OF PROPERTY LINES), BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 10 FEET MATURE HEIGHT, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.
9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ALL PUBLIC UTILITY EASEMENTS DELEGATED 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.
11. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL, & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.
12. THERE WILL BE NO ACCESS PERMITTED ONTO F.M. 2812 FROM LOTS 7-19 AND FROM LOT 53 INTO INGLE ROAD.
13. LOTS 1 & 2 WILL HAVE A 30 FOOT SHARED DRIVEWAY FOR ACCESS TO F.M. 2812, CENTER ON THE EAST LINE OF LOT 1 AND THE WEST LINE OF LOT 2.
14. SIDEWALK ALONG INTERIOR STREETS TO BE CONSTRUCTED AT CITY BUILDING PERMIT STAGE BY LOT OWNER.
15. SET 3 INCH ROOF ROADS ON ALL LOT CORNERS.
16. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
17. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A SEWERAGE FROM TO REMEDIATION FOR A WATER RECYCLE, A SWEET TAP INSPECTION SHALL BE PROVIDED FROM THE ENTRY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS(S).
18. COMMON AREA "A" & "B" WILL BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION, LOCAL GOVERNMENT CODE § 42.021. THIS SUBDIVISION FALL WITHIN PRECINCT 4.

DESCRIPTION OF PUEBLO DE PALMAS PHASE 11 METES AND BOUNDS DESCRIPTION
BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 5, BLOCK 12, SANTA CRUZ GARDENS UNIT NO. 2, FOR THE NORTHEAST CORNER OF THIS TRACT, SAID POINT BEARS N 01° 21' 25" W A DISTANCE OF 14.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 5, BLOCK 12;
THENCE S 09° 30' 35" W AT A DISTANCE OF 30.00 FEET PASS A NO.4 REBAR FOUND FOR THE EXISTING NORTH RIGHT-OF-WAY LINE OF INGLE ROAD, AT A DISTANCE OF 1.38200 FEET PASS A NO.4 REBAR SET FOR THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF F.M. 2812, AT A DISTANCE OF 1.41200 FEET PASS A NO.4 REBAR SET FOR THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF INGLE ROAD, AT A DISTANCE OF 1.42200 FEET PASS A NO.4 REBAR FOUND FOR THE EXISTING NORTH RIGHT-OF-WAY LINE OF INGLE ROAD, CONTAINING A TOTAL DISTANCE OF 142.920 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF LOT 5, BLOCK 12, FOR THE SOUTHWEST CORNER OF THIS TRACT;
THENCE N 81° 21' 25" W ALONG THE SOUTH LINES OF LOTS 1 THRU 5, BLOCK 12 AND WITHIN THE RIGHT-OF-WAY OF INGLE ROAD, A DISTANCE OF 1.05200 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
THENCE N 09° 30' 35" E AT A DISTANCE OF 30.00 FEET PASS A NO.4 REBAR FOUND FOR THE EXISTING NORTH RIGHT-OF-WAY LINE OF INGLE ROAD, AT A DISTANCE OF 40.00 FEET PASS A NO.4 REBAR SET FOR THE PROPOSED NORTH RIGHT-OF-WAY LINE OF INGLE ROAD, LEAVING AN EXISTING NET OF 33.336 ACRES OF WHICH 0.483 OF THE ACRES LIES IN THE PROPOSED ADDITIONAL RIGHT-OF-WAY OF F.M. 2812, AND 0.242 OF WHICH ACRES LIES IN THE PROPOSED ADDITIONAL RIGHT-OF-WAY OF INGLE ROAD, LEAVING A PROPOSED NET OF 32.411 ACRES OF LAND, MORE OR LESS.

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1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" UNSHADDED AREAS DETERMINED TO BE OUTSIDE 100-YEAR FLOOD PLAIN COMMUNITY.
2. SETBACKS: FRONT: 25 FEET; SIDE: 5 FEET; REAR: 15 FEET.
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THE SUBDIVISION WILL BE REQUIRED TO OBTAIN A TOTAL OF 122,100 CUBIC FEET (2,574 GALLONS) OF STORM WATER RUNOFF, DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
7. DRAINAGE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY POND OR UTILITY EASEMENTS.
8. NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES (EXCEPT PERMITTER FENCES RUNNING ALONG REAR OF PROPERTY LINES), BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 10 FEET MATURE HEIGHT, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.
9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. ALL PUBLIC UTILITY EASEMENTS DELEGATED 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.
11. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL, & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.
12. THERE WILL BE NO ACCESS PERMITTED ONTO F.M. 2812 FROM LOTS 7-19 AND FROM LOT 53 INTO INGLE ROAD.
13. LOTS 1 & 2 WILL HAVE A 30 FOOT SHARED DRIVEWAY FOR ACCESS TO F.M. 2812, CENTER ON THE EAST LINE OF LOT 1 AND THE WEST LINE OF LOT 2.
14. SIDEWALK ALONG INTERIOR STREETS TO BE CONSTRUCTED AT CITY BUILDING PERMIT STAGE BY LOT OWNER.
15. SET 3 INCH ROOF ROADS ON ALL LOT CORNERS.
16. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
17. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A SEWERAGE FROM TO REMEDIATION FOR A WATER RECYCLE, A SWEET TAP INSPECTION SHALL BE PROVIDED FROM THE ENTRY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS(S).
18. COMMON AREA "A" & "B" WILL BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION, LOCAL GOVERNMENT CODE § 42.021. THIS SUBDIVISION FALL WITHIN PRECINCT 4.

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CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CO.-E § 212.008(C) AND § 212.009

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY NAME AND ADDRESS ARE SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HERIN GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HERIN GRANTED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HERIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

DATE: _____
CHAIRMAN PLANNING & ZONING COMMISSION

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. _____ DAY OF _____ 20____.
ON THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. _____ DAY OF _____ 20____.

HIDALGO COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFERREES (HEREINAFTER CALLED "GRANTOR") WHETHER ONE OR MORE PERSONS ARE NAMED, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO DRAIN, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HERIN GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HERIN GRANTED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HERIN 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 HERIN GRANTED ABUTS ON A PUBLIC ROAD AND THE 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 DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HERIN 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 THE PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS DERIVED THEREFROM. IT IS KNOWN TO ME TO BE THE PERMITS CONTINUED 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 GRANTORS HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____ 20____.

J. Gary Frisby
GRANTOR'S SIGNATURE

ACKNOWLEDGMENT
THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20____.

J. Gary Frisby
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 06/30/2010

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

I, J. GARY FRISBY, PRESIDENT OF JGF LAND CO. INC., THE SOLE GENERAL PARTNER OF JGF ENTERPRISES, L.P. (DEVELOPER) AS OWNER OF THE 35.067 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PUEBLO DE PALMAS PHASE 11 SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.

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

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) 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 TO THE BEST OF MY KNOWLEDGE.
JGF ENTERPRISES, L.P.

By: _____
J. GARY FRISBY, PRESIDENT
JGF LAND CO. INC.
P.O. BOX 1507
MISSION, TEXAS 78753

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____ WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME FIRST DULY SHOWN, DECLARED THAT THE STATEMENTS HEREIN 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____.

J. Gary Frisby
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTZ, A REGISTERED PROFESSIONAL LAND SURVEYOR AND REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PUEBLO DE PALMAS PHASE 11 SUBDIVISION WAS PREPARED BY ME OR UNDER MY SUPERVISION ON _____ DATE SURVEYED _____ PREPARED _____ JOB NO. 052005.00

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.020 (A)

BEFORE ME, THE UNDERSIGNED, COUNTY CLERK OF HIDALGO COUNTY, TEXAS, ON THIS DAY PERSONALLY APPEARED _____ WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20____.

J. Gary Frisby
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 06/30/2010

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT NO. 15 ON THIS DAY OF _____ 20____ SUBJECT TO THE FOLLOWING:
1.) NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED ON TOP OF AN IRRIGATION LINE; 2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3.) ALL LOTS SUBJECT TO RULES, REGULATIONS, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT; AND 4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
I HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.21 (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

LOTS	SO. FT.	ACRES	LOTS	SO. FT.	ACRES	LOTS	SO. FT.	ACRES
1	10.00	0.23	1	10.00	0.23	1	10.00	0.23
2	10.00	0.23	2	10.00	0.23	2	10.00	0.23
3	10.00	0.23	3	10.00	0.23	3	10.00	0.23
4	10.00	0.23	4	10.00	0.23	4	10.00	0.23
5	10.00	0.23	5	10.00	0.23	5	10.00	0.23
6	10.00	0.23	6	10.00	0.23	6	10.00	0.23
7	10.00	0.23	7	10.00	0.23	7	10.00	0.23
8	10.00	0.23	8	10.00	0.23	8	10.00	0.23
9	10.00	0.23	9	10.00	0.23	9	10.00	0.23
10	10.00	0.23	10	10.00	0.23	10	10.00	0.23
11	10.00	0.23	11	10.00	0.23	11	10.00	0.23
12	10.00	0.23	12	10.00	0.23	12	10.00	0.23
13	10.00	0.23	13	10.00	0.23	13	10.00	0.23
14	10.00	0.23	14	10.00	0.23	14	10.00	0.23
15	10.00	0.23</						



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissioner's Court

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

DATE: January 24, 2007

RE: **Jesmer Subdivision – Pct. 3**
Final Approval with Financial Guarantee

Jesmer Subdivision is a one (1) commercial and one (1) residential lot subdivision located on the West side of Conway (SH 107) approx. 1695.5 feet South of 7 Mile Road.

The proposed Subdivision lies within the City of McAllen E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 17, 2006. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Pablo F. Pena, Jr. and approved by the Hidalgo County Environmental Health Department. There is one (1) existing septic tank system.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing twelve (12) inch waterline on Conway Avenue 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 Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of \$1,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 06-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of one (1) septic tank system.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **January 23, 2007**.

AI-2139
Elections
CC REGULAR

14.A.

Date: 01/29/2007
Submitted By: Teresa Navarro, ELECTIONS DEPT.
Department: ELECTIONS DEPT.

Agenda Item

CAPTION

Approval of Amended Elections Service Agreement between the County of Hidalgo and Hidalgo County Drainage District #1 for their November 7, 2006 Special Bond Election

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Amended Service Agreement](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/22/2007 04:59 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/24/2007 03:10 PM	APRV
3	Dina Trevino	Dina Trevino	01/25/2007 08:59 AM	APRV
4	Purchasing Department	Marty Salazar	01/25/2007 11:54 AM	APRV
5	Auditor's Office			NEW
6	Agenda Coordinator			

Form Started By: Teresa Navarro

Started On: 01/22/2007 11:32 AM

Final Approval Date:

**AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND THE DRAINAGE DISTRICT #1**

THIS AGREEMENT (the “Agreement”) is entered into by and between the Drainage District #1, acting by and through it’s District Manager, Godfrey Garza, Jr. (hereinafter referred to as the “District”) and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the “County”) duly acting herein by and through its duly authorized representative, the County Elections Administrator, Teresa R. Navarro.

WITNESSETH:

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County;

WHEREAS, the District is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 7, 2006 Referendum Election, (the “Election”);

WHEREAS, the County agrees to perform election services for the District; and

NOW, THEREFORE, the County and the District for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby contract, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

- (a) Contact the owners or custodian of county-designated polling places and arrange for their use in the Election as per the District’s direction.
- (b) Contact the owners or custodian of some other public (or, if unavailable, private) building in the election precinct of the District and arrange for its use as a polling place if the County designated polling place in the precinct is unavailable for use in the Elections as per the District’s direction.
- (c) Procure, provide and distribute all necessary election supplies, including:
 - (1) Ballots (distribution only);
 - (2) Election kits; and
 - (3) Ballot boxes and voting booths provided free of charge by the County.

- (d) Provide all necessary voting machines and/or optical scan ballots and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and/or optical scan ballots equipment for use at the polling places. Optical Scan Ballots may be used for the Election.
- (e) Serve as the Early Voting Clerk.
- (f) Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the school.
- (g) Appoint deputy early voting clerks for main and temporary branch early voting polling places.
- (h) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.
- (i) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the District.
- (j) Preparation, distribution, and publication of all notices and newspaper advertisements.
- (k) Preparation of U.S. Department of Justice pre-clearance.
- (l) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.
- (m) Notify the election presiding and alternate judges of their appointment by the District for each election precinct.

2. The District shall be responsible for performing the following duties and shall furnish the following services:

- (a) Payment of all necessary election supplies as required by the County, including but not limited to, ballots and election kits.
- (b) Pay for the costs of judges and election workers directly from payment vouchers submitted by the County Elections Administrator and the District shall pay 15% of the election workers at \$8.00 per hour for Election Judge, \$7.50 per hour for Alternate Judge and \$7.00 per hour for clerks.

- (c) Canvassing of the Election results as required by the Texas Education Code Appendix Section 26.34.
3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:
(1) the authority with whom applications of candidates for a place on a ballot are filed;
(2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.
 4. The County Election Administrator shall be the agent of the District for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Election Administrator's duties.
 5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.
 6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the District no later than ten (10) days after the Elections. (estimate attached)
 7. The District shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the Election. This payment shall be made by the District to the County thirty (30) days after the Elections. (The District agrees to provide the County with copies of all bills that the District paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated.
 8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
 9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED this the ____ day of _____, 2007.

HIDALGO COUNTY DRAINAGE DISTRICT #1, TEXAS

By: _____
Godfrey Garza, Drainage District #1 Manager

HIDALGO COUNTY, TEXAS

By: _____
Juan de Dios, J.D., Salinas, III, Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr., Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By: _____
Teresa R. Navarro, Elections Administrator

Approved as to form:

Steve Crain, Atlas & Hall Law Firm

**Approval of Proclamation honoring Clemencia C. De Leon
CC REGULAR**

Date: 01/29/2007
Submitted By: Patti Loya, TEXAS COOP. EXTENSION
Submitted For: Brad Cowan
Department: TEXAS COOP. EXTENSION
Agenda Area: Texas Cooperative Extension

Agenda Item

CAPTION

Approval of Proclamation honoring Clemencia C. DeLeon for 27 years of dedication and commitment of service as an employee to Hidalgo County as a secretary for the Texas Cooperative Extension.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [proclamation](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 02:41 PM	APRV
2	Purchasing Department	Marty Salazar	01/24/2007 03:07 PM	APRV
3	Auditor's Office	Linda Fong	01/24/2007 04:40 PM	APRV
4	Agenda Coordinator	Monica Badillo	01/25/2007 01:55 PM	APRV

Form Started By: Patti Loya **Started On:** 01/23/2007 04:51 PM

Final Approval Date: 01/25/2007

County of Hidalgo

PROCLAMATION

WHEREAS, Clemencia C. DeLeon has been an employee of Hidalgo County for 27 years serving as secretary for Texas Cooperative Extension; and

WHEREAS, during her career with Texas Cooperative Extension, her organizational skills, attention to detail and personal integrity have helped in the efficient operation of the office, and

WHEREAS, she is a dedicated mother of two daughters and a son, and doting grandmother to nine beautiful grandchildren; and

NOW, THEREFORE, BE IT PROCLAIMED that the Hidalgo County Board of Commissioners extends its appreciation for the dedication, service and personal contributions made to the citizens of this county and encourages all its citizens to congratulate her on a job well done.

Signed this 29th day of January, 2007.

Juan D. Salinas III
Hidalgo County Judge

AI-2171

16.A.

**Purchase Classroom Supplies
CC REGULAR**

Date: 01/29/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion/Approval on Request to Purchase Classroom Supplies Through the Hidalgo County's Membership/Participation with the following Programs/Cooperative:
1. Texas Association of School Boards (TASB) Buyboard's Awarded Vendors: KAPLAN Early Learning Company and National Educational Systems, Inc., in addition
2. Texas Building and Procurement Commission (TBPC) Awarded Vendor, HATCH

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Classroom Supplies](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 02:13 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 11:17 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:55 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Linda Galaviz
Started On: 01/23/2007 04:20 PM

Final Approval Date:



Hidalgo County Head Start Program Policy Council Agenda

DATE: January 17, 2007

SUBJECT: Discussion/Approval on Request to Purchase Classroom Supplies Through the Hidalgo County's Membership / Participation with the following Programs/Cooperative;

1. Texas Association School Board (TASB) Buyboard's awarded vendors Kaplan Early Learning Company and National Educational Systems, Inc. in addition;
2. Texas Building & Procurement Commission (TBPC) awarded vendor, HATCH.

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on classroom supplies (as needed) under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDED: Participant Info

INITIATED BY: Ambrosio Tovar, Procurement Director *A. Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *E. Garcia*

PROGRAM DIRECTOR'S APPROVAL: *Jerena Lopez*

Vendor Contract Information

Proposal Documents



Vendor: National Educational Systems, Inc.
Address: 6333 De Zavala Road, Suite 106
San Antonio, TX 78249
Phone: (210) 558-6888
Contact: Joe Atkinson
Email: booksnes@satx.rr.com

HUB Vendor: Yes

Accepts RFQs: Yes

Contract: Instructional Supplies & Equipment #254-06

Effective Date: 11/1/2006

Expiration Date: 10/31/2009

Payment Terms: Net 30 days

Delivery Days: 21

Shipping Terms: Freight prepaid by vendor

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Regions Served: All Texas Regions

States Served: All States

Vendor Exceptions: EXCLUDED from discount: playground equipment and Bye Bye Buggy. Free freight except furniture, playground equipment, Bye Bye Buggy, Mulch and items with a UPS, FedEx, FOB Manufacturer. These items will incur actual freight charges. Call 800-231-4380 for freight quote. Free freight on all books and manipulatives.

Additional Information: Return authorization numbers required for returns. Materials must be in saleable condition. Returns for credit or to replace damaged products only - freight and insurance paid by purchaser.

Vendor Contract Information

Proposal Documents



Vendor: Kaplan Early Learning Company
Address: P.O. Box 609
Lewisville, NC 27023
Phone: (800) 334-2014
Contact: Hope Meadows
Email: meadows@kaplanco.com

Accepts RFQs: Yes

Contract: Instructional Supplies & Equipment #254-06

Effective Date: 11/1/2006

Expiration Date: 10/31/2009

Payment Terms: Net 30 days

Delivery Days: 14

Shipping Terms: Freight prepaid by vendor

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Regions Served: All Texas Regions

States Served: All States

Vendor Exceptions: \$100 minimum order. EXCEPTIONS: not valid with any other offers or discounts; cannot be used for purchase or gift certificates; does not apply to outdoor playground structures, parts, surfacings or services of playground; does not apply to lofts, computers and accessories, assessments and screening materials, All About ECERS-R, All About ITERS-R, PAR kits/materials, Dibels sets/materials, PLSS kits/materials, TOLD-P:3 Kit, TOPA-2+ Kit, Fluharty-2 Kit, TERA-3 Kit, PLAI-2 Kit, TELD-3 Kit and Tot Tree #96616.

Additional Information: If for any reason you are not satisfied you may return the products for credit, exchange or refund. Return authorization number must be obtained or there will be a 15% restocking fee.

AI-2172

16.B.

**Advertise for Classroom/Land Space
CC REGULAR**

Date: 01/29/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion/Approval to Advertise for Sealed Bids for Classroom/Land Space in the following areas:

- 1. Edinburg Area
- 2. McAllen Area
- 3. Mission Area (2)
- 4. Mission Area (Land)
- 5. Weslaco Area

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Sealed Bids](#)

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

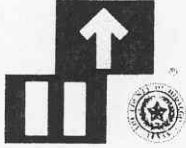
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 02:14 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 11:18 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:55 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Linda Galaviz

Started On: 01/23/2007 04:26 PM

Final Approval Date:



Hidalgo County Head Start Program Policy Council Agenda

DATE: January 17, 2007

SUBJECT: Discussion/Approval to advertise for Sealed Bids for Classroom/Land Space in the following area:

- 1) Edinburg Area
- 2) McAllen Area
- 3) Mission Area (2)
- 4) Mission Area (Land)
- 5) Weslaco Area

RATIONALE/NEED: To obtain competitive bids for existing classroom /land space to serve the children in these areas.

RECOMMENDATION: Administration recommends approval.

COST: As specified on services required.

RELATED INFORMATION INCLUDED: Requirements

INITIATED BY: Ambrosio Tovar, Procurement Director *A.T.*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *E.G.*

PROGRAM DIRECTOR'S APPROVAL: *Jerem Flores*

REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:

It is the intention of the Hidalgo County Head Start Program to receive Sealed Bid from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:

The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for THREE (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

Exceptions / Variations:

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

Exceptions / Variations:

3. Bidder must charge by the square foot for Rental Space.

Exceptions / Variations:

4. The building will meet all ADA requirements.

Exceptions / Variations:

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

Exceptions / Variations:

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

Exceptions / Variations:

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

Exceptions / Variations:

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

Exceptions / Variations:

9. Building should be in good working condition to provide services to clients.

Exceptions / Variations:

10. Building be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

Exceptions / Variations:

11. There should be a designated area for deliveries preferably by the storage area.

Exceptions / Variations:

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

Exceptions / Variations:

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and cooling is responsibility of Lessor.

Exceptions / Variations:

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations:

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations:

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew for three (3) additional Five (5) years based on the same terms and conditions. There will also be a ninety (90) day clause for termination due to lack of funding.

Exceptions / Variations:

AI-2173

16.C.

Architect Contract
CC REGULAR

Date: 01/29/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion/Approval to enter into a Professional Architect Contract with Rike, Odgen, Figueroa, Allex Architects, Inc., for the Relocation of Granjeno Head Start Center from Granjeno to McAllen

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Architect Contract](#)

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

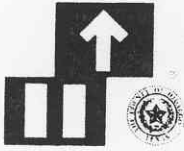
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 02:15 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 11:20 AM	APRV
3	Purchasing Department			PEND
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Linda Galaviz

Started On: 01/23/2007 04:29 PM

Final Approval Date:



Hidalgo County Head Start Program Policy Council Agenda

DATE: January 17, 2007

SUBJECT: Discussion/Approval to enter into a Professional Architect Contract with Rike Ogden, Figueroa, Alex Architects, Inc., for the Relocation of Granjeno Head Start Center from Granjeno to McAllen.

RATIONALE/NEED: The Granjeno facility will be relocated to a location which is most advantageous to the Program. Rike Ogden, Figueroa, Alex Architects will manage the project and coordinate all phases of the project.

RECOMMENDATION: Administration recommends approval.

COST: \$12,000.00

RELATED INFORMATION INCLUDED: AIA Contract

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Jerena How

 **AIA**® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

AGREEMENT made as of the Twenty One day of November in the year Two Thousand and Six
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Hidalgo County Head Start Program
HWY 107, ¼ Mile of McAllen's N. 10th Street
Edinburg, Texas 78539

and the Architect:
(Name, address and other information)

Rike Ogden Figueroa Allex Architects Inc.
1007 Walnut Avenue
McAllen, Texas 78501

For the following Project:
(Include detailed description of Project)

Relocation of Headstart Building in Granjeno
6610 South FM 494
Mission, Texas 78572

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions. (Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

(Paragraph deleted)

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Not Applicable

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Not Applicable

§ 1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
\$140,075.00.

.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
\$ 130,500.00

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

To be Determined by Mutual Agreement

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

"Buy Board" Bid Method

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Not Applicable

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Hidalgo County Commissioners' Court and Daniel Flores, Buildings and Grounds Director as referenced on the AIA 201 General Conditions 2.1.1, as authorized representative.
100 E. Cano, 2nd Floor

| Edinburg, Texas 78539

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

| Hidalgo County Commissioners' Court
100 East Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

| Not Applicable

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

| Luis A. Figueroa, Project Manager/Partner
Rike Ogden Figueroa Alex Architects Inc.
1007 Walnut Avenue
McAllen, Texas 78501

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.4 Other important initial information is:

| Not Applicable

| § 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 as modified by Owner:

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

| § 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. If Owner should increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, then upon either party's

request, the Architect and Owner shall negotiate in good faith concerning making corresponding change in the Project scope as agreed by Owner.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project to the extent of the authority of such Designated Representative as evidenced by a resolution adopted by the governing body of Owner concurrently with the approval of this Agreement. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project and agreed to in writing by the Owner.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect Architect's obligations hereunder, nor shall such failure relieve Architect from any liability for failure to discover and correct any such fault defect, error, omission or inconsistency.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, in Owner's sole discretion if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the reasonable accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and Architect may not use the drawings and specifications therefor for any purpose not related to the Project without prior written Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 1.3.8 Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with five complete set of reproducible record prints. Additional prints, unless otherwise agreed pursuant to this agreement, shall be furnished, as an additional service, at any other time request by Owner. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including but not limited to, additions to or completion of the Project.

(Paragraph deleted)

§ 1.3.2.3 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is required, the Owner shall give prompt written notice to the Architect, and the Architect shall provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .2 decisions of the Owner not rendered in a timely manner;
- .3 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method; or unless recommended by the Architect.

§ 1.2.3.7 The Architect shall be entitled to rely on the reasonable accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and Architect may not use the drawings and specifications therefor for any purpose not related to the Project without prior written Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 1.3.8 Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with five complete set of reproducible record prints. Additional prints, unless otherwise agreed pursuant to this agreement, shall be furnished, as an additional service, at any other time request by Owner. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including but not limited to, additions to or completion of the Project.

(Paragraph deleted)

§ 1.3.2.3 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is required, the Owner shall give prompt written notice to the Architect, and the Architect shall provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .2 decisions of the Owner not rendered in a timely manner;
- .3 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method; or unless recommended by the Architect.

.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

.5 change in the information contained in Article 1.1, unless such change is requested by the Architect.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 1.3.4.2 Request for mediation shall be filed in writing with the other party to this Agreement., Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Owner.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement as modified by Owner and incorporated herein as Exhibit C.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

(Paragraphs deleted)

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the of Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is responsible.

Or at Owner's option:

Payment on account of services rendered and for Reimbursable Expense incurred can be made at the end of each phase of service upon presentation the Architect's statement of service. Those phases of service are described below:

Schematic Design Phase	Fifteen percent (15%)
Design Development Phase	Twenty percent (20%)
Construction Document Phase	Forty percent (40%)
Bidding/Negotiation	Five percent (5%)
Construction Phase	Twenty percent (20%)
TOTAL BASIC COMPENSATION	One-Hundred percent (100%)

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service; other than five (5) copies of all instruments of Service to be furnished by Owner.
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Section 1.5.5;
- .8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or

the Owner's authorized representative at mutually convenient times. Architect shall maintain such reports for a minimum of five (5) years following the completion of the Project.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997, as modified by Owner.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, as modified by Owner:
(List other documents, if any, delineating Architect's scope of services.)

§ 1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

Exhibit 'A' and 'B' containing Article 3 and 4, and Exhibit 'C' containing AIA Document A201 as modified by Owner, all of which are attached hereto and incorporated herein by reference.

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Venue for any disputes or suits shall be in Hidalgo County, Texas

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Architectural/Engineering services fee is \$12,000.00. Not included in the A/E fee is the Construction Document printing necessary after five (5) complete sets of reproducible record prints as described in Section 1.3.2.1 and 2.8.3 (f).

Hourly Rate Schedule:

1. Principals	\$125.00/hr.
2. Architects and Engineers Other than Principals	\$90.00/hr.
3. CADD-Computer Aided Design & Drafting:	\$50.00/hr.
4. Interns and Designers:	\$50.00/hr.
5. Clerical:	\$30.00/hr.

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

| N/A

| § 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of One and one-tenth (1.10) times the amounts billed to the Architect for such services.

| § 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of One and one-tenth (1.10) times the expenses incurred by the Architect, and the Architect's employees and consultants.

| § 1.5.5 Other Reimbursable Expenses, if any, are as follows:

| Not Applicable

| § 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

| § 1.5.7 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

| § 1.5.8 Payments are due and payable Thirty-One (31) days from the date Owner receives an invoice from the Architect. Amount unpaid after 31 days of receipt of invoice shall bear interest at the rate established under Texas Government Code Section 2251.025

(Insert rate of interest agreed upon.)

| Zero Percent 0.00% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

(Paragraph deleted)

This Agreement entered into as of the day and year first written above.

| Approved by Commissioners' Court On:

| Approved as to form

| By: _____

| Attest:

, County Clerk

OWNER

ARCHITECT

(Signature)

, County Judge

County of Hidalgo

(Printed name and title)

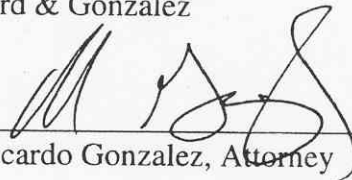


(Signature)

Luis A. Figueroa, Architect - Partner


(Printed name and title)

Approved As To Form:
Oxford & Gonzalez

By: 

Ricardo Gonzalez, Attorney

Approved As To Form:
Atlas & Hall, LLP

By: 

Stephen L. Crain

Additions and Deletions Report for AIA[®] Document B141[™] – 1997 Part 1

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:09:14 on 12/07/2006.

PAGE 1

AGREEMENT made as of the Twenty One day of November in the year Two Thousand and Six

...
Hidalgo County Head Start Program

...
HWY 107, ¼ Mile of McAllen's N. 10th Street

...
Edinburg, Texas 78539

...
Rike Ogden Figueroa Alex Architects Inc.

...
1007 Walnut Avenue

...
McAllen, Texas 78501

...
Relocation of Headstart Building in Granjeno

...
6610 South FM 494

...
Mission, Texas 78572

...

ARTICLE 1.1 INITIAL INFORMATION

§ ARTICLE 1.1 INITIAL INFORMTION

PAGE 2

§ 1.1.1 This Agreement is based on the following information and assumptions.

§ 1.1.1 This Agreement is based on the following information and assumptions. (Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

...

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

...

Not Applicable

...

Not Applicable

...

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
\$140,075.00.

...

\$ 130,500.00

...

To be Determined by Mutual Agreement

...

"Buy Board" Bid Method

...

Not Applicable

...

Hidalgo County Commissioners' Court and Daniel Flores, Buildings and Grounds Director as referenced on the AIA 201 General Conditions 2.1.1, as authorized representative.

...

100 E. Cano, 2nd Floor

PAGE 3

Edinburg, Texas 78539

...

Hidalgo County Commissioners' Court

...

100 East Cano, 2nd Floor

...

Edinburg, Texas 78539

...

Not Applicable

...

Luis A. Figueroa, Project Manager/Partner

...

Rike Ogden Figueroa Allex Architects Inc.

...

1007 Walnut Avenue

...

McAllen, Texas 78501

...

Not Applicable

...

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows: modified by Owner:

...

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. ~~The If Owner shall not significantly~~ should increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, ~~without then upon either party's request, the agreement of the Architect to a~~ and Owner shall negotiate in good faith concerning making corresponding change in the Project scope ~~and quality as agreed by Owner.~~

PAGE 4

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project to the extent of the authority of such Designated Representative as evidenced by a resolution adopted by the governing body of Owner concurrently with the Project approval of this Agreement. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

...

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the ~~Project.~~Project and agreed to in writing by the Owner.

...

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of Service-the Owner to provide such notice shall in no way affect Architect's obligations hereunder, nor shall such failure relieve Architect from any liability for failure to discover and correct any such fault defect, error, omission or inconsistency.

...

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, in Owner's sole discretion if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

PAGE 5

§ 1.2.3.7 The Architect shall be entitled to rely on the reasonable accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

...

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. ~~In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.~~

...

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and Architect may not use the drawings and specifications therefor for any purpose not related to the Project without prior written Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 1.3.8 Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with five complete set of reproducible record prints. Additional prints, unless otherwise agreed pursuant to this

agreement, shall be furnished, as an additional service, at any other time request by Owner. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including but not limited to, additions to or completion of the Project.

...

~~§ 1.3.2.2~~ Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

...

~~§ 1.3.2.3~~ Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

~~§ 1.3.2.4~~ Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement. Owner.

...

~~§ 1.3.3.1~~ Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

...

- ~~1~~ change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- ~~2~~ enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;

...

- ~~3~~ ~~2~~ decisions of the Owner not rendered in a timely manner;

...

- ~~4~~ ~~3~~ significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- ~~5~~ failure of performance on the part of the Owner or unless recommended by the Owner's consultants or contractors; Architect.

~~.6~~ ~~preparation.~~ 4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;thereto.

...

~~.7~~ .5 change in the information contained in Article 1.1. unless such change is requested by the Architect.

...

~~§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.~~

...

~~§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation Agreement. Mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.~~

...

~~§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

...

§ 1.3.5 ARBITRATION

~~§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.~~

~~§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.~~

~~§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

The Architect and the Owner waive ~~waives~~ consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

...

~~§ 1.3.7.1~~ This Agreement shall be governed by the law of the principal place of business of the Architect, ~~unless otherwise provided in Section 1.4.2-Owner.~~

...

~~§ 1.3.7.2~~ Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

~~§ 1.3.7.3~~ Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

~~§ 1.3.7.4~~ To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Agreement as modified by Owner and incorporated herein as Exhibit C.

...

~~§ 1.3.7.6~~ Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

~~§ 1.3.7.7~~ The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

PAGE 7

~~§ 1.3.8.2~~ If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

...

~~§ 1.3.8.6~~ In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 1.3.8.7-due.~~

...

~~§ 1.3.8.7~~ Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

...

~~§ 1.3.9.1~~ Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the ~~of~~ Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect ~~has been adjudged to be liable is~~ responsible.

...

Or at Owner's option:

...

Payment on account of services rendered and for Reimbursable Expense incurred can be made at the end of each phase of service upon presentation the Architect's statement of service. Those phases of service are described below:

...

Schematic Design Phase Fifteen percent (15%)

...

Design Development Phase Twenty percent (20%)

...

Construction Document Phase Forty percent (40%)

...

Bidding/Negotiation Five percent (5%)

...

Construction Phase Twenty percent (20%)

...

TOTAL BASIC COMPENSATION One-Hundred percent (100%)

...

3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service; other than five (5) copies of all instruments of Service to be furnished by Owner.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times. Architect shall maintain such reports for a minimum of five (5) years following the completion of the Project.

PAGE 8

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997-B141-1997, as modified by Owner.

...

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows: modified by Owner:

...

Exhibit 'A' and 'B' containing Article 3 and 4, and Exhibit 'C' containing AIA Document A201 as modified by Owner, all of which are attached hereto and incorporated herein by reference.

...

Venue for any disputes or suits shall be in Hidalgo County, Texas

...

Architectural/Engineering services fee is \$12,000.00. Not included in the A/E fee is the Construction Document printing necessary after five (5) complete sets of reproducible record prints as described in Section 1.3.2.1 and 2.8.3 (f).

...

Hourly Rate Schedule:

...

1. Principals \$125.00/hr.

...

2. Architects and Engineers \$90.00/hr.

...

Other than Principals

...

3. CADD-Computer Aided Design & Drafting: \$50.00/hr.

...

4. Interns and Designers: \$50.00/hr.

...

5. Clerical: \$30.00/hr.

PAGE 9

N/A

...

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of One and one-tenth (1.10) times the amounts billed to the Architect for such services.

...

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of One and one-tenth (1.10) times the expenses incurred by the Architect, and the Architect's employees and consultants.

...

Not Applicable

...

§ 1.5.7 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

...

§ 1.5.8 Payments are due and payable Thirty-One (31) days from the date of Owner receives an invoice from the Architect's invoice. Amounts Architect. Amount unpaid (—) after 31 days after the of receipt of invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect established under Texas Government Code Section 2251.025

...

Zero Percent 0.00% per annum

...

~~§ 1.5.9 If the services covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.~~

...

Approved by Commissioners' Court On:

...

Approved as to form

...

By: _____

...

Attest: _____

...

...

, County Clerk

PAGE 10

, County Judge

County of Hidalgo

Luis A. Figueroa, Architect - Partner

Certification of Document's Authenticity
AIA® Document D401™ – 2003


I, Luis A. Figueroa, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:09:14 on 12/07/2006 under Order No. 1000256754_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B141™ – 1997 Part 1 - Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


PRINCIPAL
(Title)

12.7.06
(Dated)

Approved As To Form:
Oxford & Gonzalez

By: 
Ricardo Gonzalez, Attorney

Approved As To Form:
Atlas & Hall, LLP

By: 
Stephen L. Crain

AI-2175

16.D.

**Contract with University of Texas Pan American
CC REGULAR**

Date: 01/29/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion/Approval to Contract with the University of Texas Pan American for the Preparation of the Tri-Annual Comprehensive Community Assessment

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Contract with UTPA](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 02:15 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 11:24 AM	APRV
3	Purchasing Department			PEND
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Linda Galaviz

Started On: 01/23/2007 04:34 PM

Final Approval Date:



Hidalgo County Head Start Program

Policy Council Agenda

DATE: January 17, 2007

SUBJECT: Discussion/Approval to Contract with the University of Texas Pan American for the Preparation of the Tri-Annual Comprehensive Community Assessment

RATIONALE/NEED: The Department of Health and Human Services requires all Head Start Grantees to conduct a community assessment under Head Start Standards 1304.506(d)(1)(viii).

RECOMMENDATION: Administration recommends approval.

COST: ~~\$15,000.00~~ 14,000.00

RELATED INFORMATION INCLUDES: Proposal

INITIATED BY: Edmundo Garcia, Assistant Program Director 

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: 

Hidalgo County Head Start Community Assessment Study



A proposal

Submitted by:

The Data & Information Systems Center (DISC)
Office of Center Operations and Community Services
The University of Texas - Pan American

January 2007



Work Program

Purpose of the project:

The purpose of the “Hidalgo County Head Start Community Assessment Study” is twofold:

- i. To document community strengths and the number of unserved eligible Head Start children in Hidalgo County.
- ii. To review the child development and child care programs that are serving Head Start eligible children, and to evaluate the areas in which needs of Head Start and Early Head Start eligible children are not being met.

This study will help prioritize needs of Head Start eligible children in Hidalgo County and will also help identify the gaps that are not being filled by the program providers.

Scope of Work:

The University of Texas-Pan American’s, Data & Information Systems Center (DISC), a component of the Office of Center Operations & Community Services (CoSERVE) has outlined the scope of work for the ‘Hidalgo County Head Start Community Assessment Study’. This project will consist of three major tasks; each of these tasks is briefly described below. These tasks will be accomplished in coordination with personnel from the Hidalgo County Head Start Program.

Task 1: Developing Questionnaires

Two questionnaires will be developed for this project.

- Questionnaire for parents of children enrolled in the Head Start program.
- Questionnaire for people living in low-income areas of Hidalgo County (people who use/need Head Start services, especially those living in *colonias*).

Since questionnaires were designed for the 2004 Community Assessment Study, the questionnaires used for this Work Program will in part be based on those and

any revisions to those that are agreed upon in co-operation with personnel from Hidalgo County Head Start Program.

Task 2: Collecting and Analyzing Data

Questionnaires for parents of children enrolled in the Head Start program will be delivered to the Hidalgo County Head Start Office. Personnel from the Head Start Office will get them filled out by the parents of children enrolled in the Head Start program. These completed questionnaires will then be tabulated and analyzed by staff at UTPA's Data & Information Systems Center (DISC).

Between six and eight town hall meetings, held in both English and Spanish, will be held at various locations throughout Hidalgo County to get input from parents of 0-5 year old children. Questionnaires (in both English and Spanish) will be distributed at these town hall meetings. A question-answer session will also be part of each town hall meeting.

In addition, two focus groups will be convened. The aim of these focus groups is to gather community input and help generate general and specific policy recommendations concerning child care in the county. The members of these focus groups should be considered influential members of their communities. The membership of these focus groups will be based upon recommendations from Hidalgo County Head Start personnel.

Task 3: Submission of final report

The study will begin in February and a draft report will be submitted to Hidalgo County Head Start Office by the third week of May 2007. Fifty copies of the final report will be submitted by the end of the second week of June 2007.

Time Schedule

The project will begin in February and will be completed by the end of the second week of June 2007.

	February	March	April	May	June
Designing Questionnaire and Survey Instrument					
Survey, Focus Groups and Town Hall Meetings					
Data Entry and Analysis					
Submission of Report				○	●

○ Draft Report

● Final Report

Budget

	Time	Rate	Total
Project Manager	125 hours	\$60 per hour	\$7,500
Staff time for conducting town hall meetings and focus groups	125 hours	\$30 per hour	3,750
Data entry	75 hours	\$10 per hour	750
In Valley travel			500
Supplies			500
Printing & Binding Reports		\$20 per report	1,000

Grand Total **\$14,000**

Qualifications and Past Performance

The Data & Information Systems Center (DISC) and its parent organization - Office of Center Operations and Community Services (CoSERVE) - has the technical expertise, managerial commitment and proven track record to make this community assessment study a success.

Technical Expertise:

- DISC is the only organization in the United States that has a collaboration agreement with INEGI - Mexico's counterpart of the U.S. Census Bureau and one of the world's leading GIS agencies. This partnership has provided the capacity not only to house demographic and economic data, but also to work with INEGI's GIS software and databases for mapping regions in Mexico.
- DISC is a State Data Center Affiliate - an association with the Texas State Data Center.
- DISC is also a Census Information Center (CIC), a recognized depository of U.S. Census Bureau information. This information includes U.S. Census of Population and Housing; Economic Census; County Business Patterns; U.S. Statistical Abstracts; Population Estimates and Projections; Texas Vital Statistics; Labor Market Information for the Region.
- DISC possesses high-end hardware and software. This includes Pentium computers; HP Design Jet for plotting large maps; HP black and white and color printers laser; a digitizer; GIS capabilities for mapping (Atlas GIS, ArcView); database management systems (FoxPro, Access); and spreadsheets (Excel). CoSERVE maintains its own WWW server for Internet capabilities; and a Local Area Network (LAN).
- DISC and CoSERVE staff has the technical training and combined experience of over 14 years to provide technical support for hardware and software.

Management:

- The Center for Entrepreneurship and Economic Development (CEED) - CoSERVE's primary center - has been in operation for more than 14 years.
- CoSERVE is a \$5.0 million operation with over 100 employees.
- CoSERVE maintains a high level of presence throughout the Rio Grande Valley of Texas.
- CoSERVE is successfully administering its existing cooperative agreements with the Rio Grande Valley Empowerment Zone and many other federal, state, and private agencies.

Past Performance of DISC:

- Community Needs Assessment Studies for Hidalgo County Head Start Program (2001), Hidalgo County, City of McAllen, and City of Mission.
- Worked on the Starr County Colonia Mapping Comprehensive Study: Two hundred and twenty-four colonias were surveyed and mapped by DISC's staff. Texas Water Development Board funded this project.
- GIS for the Empowerment Zone: This project involved mapping all the businesses in the Rio Grande Valley Empowerment Zone. This project helped in planning further expansion of businesses, making presentations to potential industries that wanted to move into the region, and conducting demographic analysis in the zone.
- Development of the Empowerment Zone application for the Rio Grande Valley: As part of the original Empowerment Zone Task Force, DISC provided census tract maps and demographic information for census tracts in the Rio Grande Valley. These maps were created by using a GIS package. Special databases were created from the census data to link census tracts with poverty, square miles, and population information. DISC staff attended all the task force meetings and helped in resolving issues concerning the strict federal guidelines used in the selection of census tracts for the Empowerment Zone.
- A detailed demographic profile for the diocese of Brownsville: This 6 month long project involved creating area maps for all the parishes in the Valley (61 parishes in all). Parish boundaries on paper maps were provided to the data center. These

boundaries were then used to create parish layers on the GIS. Each parish was overlaid with census data, and detailed demographic information was provided for each of the parishes. The data was provided to the pope who reviewed some of this information and funding was provided to the Diocese to help in the growth of the parishes.

- Some other projects include, working on the enterprise application for the City of Harlingen; putting together a comprehensive strategic plan for the Cities of Mercedes, Harlingen, and Rio Grande City; working on a transportation study for the City of Harlingen; etc.

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS-PAN AMERICAN
AND HIDALGO COUNTY HEAD START PROGRAM**

THIS Agreement is made on this the ___ day of _____, 2007, by and among **THE HIDALGO COUNTY HEAD START PROGRAM, TEXAS**, hereinafter referred to as "Program", and **THE UNIVERSITY OF TEXAS-PAN AMERICAN**, hereinafter referred to as "UTPA."

WITNESSETH:

WHEREAS, Program administers various grants for the benefit of the citizens of Hidalgo County; and

WHEREAS, Program is required to perform certain studies to assess the Early Head Start and Head Start Community Assessment; and

WHEREAS, UTPA, through its Office of Center Operations and Community Services department ("CoSERVE"), possesses the skills, talent, expertise and personnel necessary to produce the studies required for Program's Community Assessment; and

WHEREAS, UTPA, and Program have agreed to cooperate in production of such a study.

NOW, THEREFORE, UTPA and Program, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Program hereby retains the services of CoSERVE for the development of a Head Start & Early Head Start Community Assessment study as required by the regulatory and funding sources for Program.
2. CoSERVE represents and warrants to Program that it has the necessary personnel, skills, talent and expertise to develop the needs assessment study in a form consistent with the requirements of Program's funding and regulatory bodies.
3. Program agrees to pay UTPA a sum of Fifteen thousand dollars (\$14,000) for its services in developing the community assessment study, which half (\$7,000) is due within 30 days of the start of the project and half (\$7,000) is due within 30 days of delivery of the final community assessment study by UTPA to Program.

4. Program agrees to provide CoSERVE with all guidelines and standards for the community assessment study.
5. UTPA acknowledges and agrees to comply with all applicable laws, rules and regulations governing the operation, including, but not limited to, equal opportunity standards, fair labor standards, and anti-kickback laws and regulations.
6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work under this Agreement performed by each party.
7. The term of this Agreement shall commence as of the day and year first above written and shall continue until delivery of the study, which delivery shall be on before the end of the second week in June 2007.
8. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of the Agreement. The parties intend this provision to be a continued right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.
9. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
10. No Waiver. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

12. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
13. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder, shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Teresa Flores
Director

Hidalgo County Head Start
P.O. Box 0117
Edinburg, Texas 78540

Bret Mann
Executive Director

UTPA
1201 W. University Drive, ITT 1.210
Edinburg, Texas 78541

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
15. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
16. Assignment. This Agreement shall not be assignable.
17. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning of interpretation of any provision or paragraph hereof.
18. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
19. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions,

AI-2178
Self Assessment
CC REGULAR

16.E.

Date: 01/29/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion, consideration and approval of Self Assessment Schedule.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Self Assessment](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 02:37 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 11:33 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:57 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Linda Galaviz

Started On: 01/23/2007 04:39 PM

Final Approval Date:



Hidalgo County Head Start Program

Policy Council Agenda

DATE: November 15, 2006


SUBJECT: Discussion/Approval of Self Assessment Schedule

RATIONALE/NEED: A self assessment is required to be conducted each year. The purpose of the self assessment is to self monitor the program regarding compliance with Performance Standards. Documents to be used are aligned with requirements for the Federal Review (Program Review Instrument for Systems Monitoring - PRISM). The self assessment is tentatively scheduled for February 5-9, 2007. The self assessment training will be held on Friday, February 2, 2007.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: None

INITIATED BY: Nora S. Munoz, Assistant Program Director 

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: 

AI-2176

17.A.

District Attorney's Office Budget Amendment for DA IT Department
CC REGULAR

Date: 01/29/2007
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Area: District Attorney

Agenda Item

CAPTION

Approval of appropriation of funds for the 2007 D.A. INVESTIGATION FUND (1223) in the amount of \$37,333.00.

BACKGROUND

Fund from the D.A. Investigation fund will be used by our computer department for equipment, subscriptions, software, etc...

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1223-412-00-080-007-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Funding available in 1223 fund balance in 2006. Fund balance to be carried forward at end of January 2007.

Attachments

Link: [DAITBUDGET](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 02:35 PM	APRV
2	Dale Kennan	Dale Kennan	01/24/2007 03:20 PM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:57 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Roy Cazares **Started On:** 01/23/2007 04:36 PM

Final Approval Date:

DATE: January 29, 2007

DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: DISTRICT ATTORNEY'S OFFICE

ACCOUNT NUMBER: 7-1223-412-00-080-007-0- D.A. INVESTIGATION FUND

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 departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1223-412-00-080-007-0-336	Computer Services	\$5,000.00
7-1223-412-00-080-007-0-432	Repair & Maint. Services – Equipment	\$1,200.00
7-1223-412-00-080-007-0-583	Out of County Employee Travel	\$5,000.00
7-1223-412-00-080-007-0-584	Registration Fees	\$5,500.00
7-1223-412-00-080-007-0-601	Office Supplies	\$500.00
7-1223-412-00-080-007-0-640	Reference Materials	\$5,911.00
7-1223-412-00-080-007-0-664	Other Minor Equipment	\$650.00
7-1223-412-00-080-007-0-665	Minor Computer Equipment	\$6,800.00
7-1223-412-00-080-007-0-667	Minor Software	\$1,882.00
7-1223-412-00-080-007-0-672	Repair & Maint. Supplies – equipment	\$1,500.00
7-1223-412-00-080-007-0-747	Software	\$3,390.00
TOTAL BUDGET INCREASE REQUEST		\$37,333.00

REASON: 2007 DA IT Budget.

There are no areas in my current budget to reduce in order to fund the above-mentioned item(s).

RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**Buffer Zone Protection Program Grant
CC REGULAR**

Date: 01/29/2007
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Agenda Item

CAPTION

Discussion, consideration, and action on approval to extend termination date for the Buffer Zone Protection Program (BZPP) Grant with the Office of the Governor (Division of Emergency Management)--new termination date is February 28, 2007.

BACKGROUND

Request for extension to allow for receipt of equipment to be purchased and request for reimbursement of the items.

Revenue & Expenditures

Attachments

Link: bufferzone.appro.

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	01/23/2007 02:58 PM	APRV
2	Mike Escaname	Mike Escaname	01/24/2007 09:16 AM	APRV
3	Linda Fong	Linda Fong	01/24/2007 11:50 AM	APRV
4	Dina Trevino	Dina Trevino	01/25/2007 09:07 AM	APRV
5	Budget & Management	Dina Trevino	01/25/2007 09:46 AM	APRV
6	Purchasing Department	Marty Salazar	01/25/2007 11:55 AM	APRV
7	Auditor's Office			NEW
8	Agenda Coordinator			

Form Started By: Emilia Uriegas

Started On: 01/22/2007 04:31 PM

Final Approval Date:



DIVISION OF EMERGENCY MANAGEMENT
Office of the Governor

RICK PERRY
Governor

Mailing Address:
PO Box 4087
Austin, Texas 78773-0220

Contact Numbers:
512-424-2138 Duty Hours
512-424-2277 Non-Duty Hours
512-424-2444 Fax

Physical Address:
5805 N. Lamar Blvd.
Austin, Texas 78752

STEVEN McCRAW
Director
Office of Homeland Security

JACK COLLEY
Chief

January 17, 2007

The Honorable Juan D. Salinas, III
Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

Dear Judge Salinas:

I have received your letter dated January 4, 2007, requesting a deadline extension for purchasing equipment, submitting invoices, and requesting reimbursement related to the 2005 Buffer Zone Protection Program (BZPP) Grant.

The Governor's Division of Emergency Management (GDEM)/ State Administrative Agency (SAA) is approving a grant extension through February 28, 2007, to allow additional time for reimbursement paperwork.

By extending Hidalgo County's 2005 BZPP Grant performance period until February 28, 2007, the State is approving the maximum time allowable under this grant.

The SAA would also like to remind you that all purchasing, invoicing and requests for reimbursement for the 2005 BZPP grant must be completed and submitted by the February 28, 2007, deadline. Failure to complete, and invoice your project within the performance period will unfortunately result in Hidalgo County being ineligible to retain funding for their BZPP projects.

If this office can be of further assistance, please do not hesitate to call.

Sincerely,

Jack Colley
Chief

cc:adn

AI-2257

19.A.7.

**STANDING ITEM JUVENILE JUSTICE CENTER -Kitchen Resource-Payment Application No.1
CC REGULAR**

Date: 01/29/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Approval of Request for Payment Application No. 1 in the amount of \$123,465.69 from Kitchen Resource LP, contracted vendor for for "**Juvenile Justice Center-Food Service Equipment**" and certified for payment by project architect, V-A Architecture;
C-06-317-10-24

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1336-423-32-330-044-0-748

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
PO 577673

Attachments

Link: [Kitchen Resource Appl No. 1](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Rocio Villarreal

Started On: 01/25/2007 04:29 PM

Final Approval Date:

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 1 PAGES

TO OWNER: Hidalgo County PROJECT: VA ARCHITECTURE

FROM CONTRACTOR: VA Field Resources ARCHITECT CONTRACT DATE: 1/23/07

CONTRACT FOR: VA Architecture

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 280,000.00
- 2 Net change by Change Orders 0-
- 3 CONTRACT SUM TO DATE (Line 1 + 2) 280,000.00
- 4 TOTAL COMPLETED & STORED TO DATE 123,465.69
(Column G on G703)
- 5 RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) 0
 - b. 0 % of Stored Material (Column F on G703) 0
 - Total Retainage (Line 5a + 5b or Total in Column I of G703) 0
- 6 TOTAL EARNED LESS RETAINAGE 123,465.69
(Line 4 less Line 5 Total)
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT 0
(Line 6 from prior Certificate)
- 8 CURRENT PAYMENT DUE 123,465.69
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE 156,534.31
(Line 3 less Line 6)

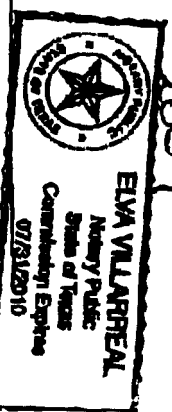
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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: [Signature] Date: 1/23/07

Scale of: TEXAS
County of: CAMPBELL
Subscribed and sworn to before me this 23 day of January

Notary Public: [Signature]
My Commission expires: 07/31-2012



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 123,465.69
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: [Signature] Date: 1/23/07
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.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA • © 1992 • THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005-4022 • WARNING: Unlicensed photographing violates U.S. copyright laws and will subject the violator to legal prosecution. G702-1992

This form may be used as an original AIA document when this section thereof is not applicable. An original signature of the contractor is required.

Prepaid Voluntary Legal Services
CC REGULAR

Date: 01/29/2007
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

- A. Presentations by the participating firms responding to Hidalgo County's RFP-for "Prepaid Voluntary Legal Services" for the purposes of finalizing the scoring and grading by Commissioners' Court.
- B. Commissioners Court ranking of the proposals received in response to Hidalgo County's RFP for: "Prepaid Voluntary Legal Services";
 - 1st. _____
 - 2nd. _____
 - 3rd. _____;
- C. Authority for purchasing to negotiate a contract (subject to legal review) with the number one ranked proposer _____ for Voluntary Prepaid Legal Services.

BACKGROUND

Due to an error on the part of the purchasing department, firms were present for the Commissioners' Court meeting on Tuesday, January 09, 2007 and were advised that presentations were rescheduled for Monday, January 29, 2007.

Revenue & Expenditures

FISCAL YEAR: _____ **ACCT. #:** No information provided
FUNDS AVAILABLE Y/N?: _____ **MATCHING FUNDS Y/N?:** _____
BUDGETARY IMPACT:
 see attached expense report for funding availability

Attachments

Link: [2006 Exp Rpt](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/11/2007 07:52 PM	APRV
2	Dale Kennan	Dale Kennan	01/12/2007 03:35 PM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:54 AM	APRV
4	Auditor's Office	Linda Fong	01/26/2007 09:47 AM	APRV
5	Agenda Coordinator			NEW

Form Started By: Olga Montero **Started On:** 01/11/2007 08:37 AM

Final Approval Date:

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						
6-1100-412-30-115-016-0-333 PUBLIC DEFENSE-LEGAL SERVICES	5,235,000.00	.00	5,091,176.70	5,091,176.70	143,823.30	97.25
6-1100-415-30-115-021-0-333 GENERAL LITIGATION-LEGAL SERVICES	188,000.00	.00	184,684.07	184,684.07	3,315.93	98.24
6-1100-423-32-330-001-0-333 JUV DET HM-LEGAL SERVICE	18,000.00	.00	18,000.00	18,000.00	.00	100.00
1100 GENERAL FUND	5,441,000.00	.00	5,293,860.77	5,293,860.77	147,139.23	97.30
1200 R&B COUNTY WIDE						
6-1200-431-00-260-001-0-333 R-O-W DEPT-LEGAL SERVICES	.00	.00	.00	.00	.00	.00
1200 R&B COUNTY WIDE	.00	.00	.00	.00	.00	.00
1201 R&B PRECINCT NO.1						
6-1201-431-00-121-005-0-333 PCT.1 P/U RD-LEGAL SERVICES	.00	.00	.00	.00	.00	.00
6-1201-431-00-121-007-0-333 PCT.1 LATERAL ROAD-LEGAL SERVICES	300.00	.00	.00	.00	300.00	.00
1201 R&B PRECINCT NO.1	300.00	.00	.00	.00	300.00	.00
1202 R&B PRECINCT NO.2						
6-1202-431-00-122-006-0-333 PCT.2 P/U RD-LEGAL SERVICES	.00	.00	.00	.00	.00	.00
1202 R&B PRECINCT NO.2	.00	.00	.00	.00	.00	.00
1203 R&B PRECINCT NO.3						
6-1203-431-00-123-005-0-333 PCT.3 P/U RD-LEGAL SERVICES	5,000.00	.00	.00	.00	5,000.00	.00
1203 R&B PRECINCT NO.3	5,000.00	.00	.00	.00	5,000.00	.00
1297 ADULT PROBATION						
6-1297-423-00-320-002-6-333 BASIC SUPERVISION-LEGAL SERVICES	18,000.00	.00	.00	.00	18,000.00	.00
6-1297-423-00-320-002-7-333 BASIC SUPERVISION-LEGAL SERVICES	18,000.00	.00	.00	.00	18,000.00	.00
1297 ADULT PROBATION	36,000.00	.00	.00	.00	36,000.00	.00
2202 SELF-FUNDED WORKERS' COMP						
6-2202-419-50-230-009-0-333 HIDALGO CO W/C-LEGAL SERVICES	90,000.00	.00	45,527.68	45,527.68	44,472.32	50.59
6-2202-419-50-230-010-0-333 DD 1 W/C-LEGAL SERVICES	61,250.00	.00	3,303.51	3,303.51	57,946.49	5.39
6-2202-419-50-230-011-0-333 CSA W/C-LEGAL SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
6-2202-419-50-230-012-0-333 HEADSTART W/C-LEGAL SERVICES	15,000.00	.00	16,598.15	16,598.15	-1,598.15	110.65
6-2202-419-50-230-013-0-333 URBAN CO W/C-LEGAL SERVICES	3,750.00	.00	.00	.00	3,750.00	.00
2202 SELF-FUNDED WORKERS' COMP	171,000.00	.00	65,429.34	65,429.34	105,570.66	38.26
6 YEAR	5,653,300.00	.00	5,359,290.11	5,359,290.11	294,009.89	94.80

Execution of AIA Document A101 for the Renovation of the 398th D.C.
CC REGULAR

Date: 01/29/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Approval to execute AIA Document A101 awarded by CC on 12/19/06 for the "Interior Repairs and Renovations to the 398th District Court, " for Hidalgo County and to authorize project architect, Alcocer Garcia Associates Design Consulting, to issue and forward "Notice to Proceed" to contractor, Rigney Construction & Development LLC.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006 **ACCT. #:** 6-1334-412-40-220-010-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Avail Bal. \$73,837.14

FISCAL YEAR: 2007 **ACCT. #:** 7-1334-412-40-220-010-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$82,385.00 pending appropriation on 01/29/2007(AI-#-2245)

Attachments

Link: [Rigney Construction Agreement](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2007 03:08 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2007 04:38 PM	APRV
3	Sergio Cruz	Sergio Cruz	01/25/2007 03:13 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Rocio Villarreal **Started On:** 01/24/2007 08:53 AM

Final Approval Date:

**Humane Service For A Facility To Quarantine Dogs, Cats, and Other Small Animals
CC REGULAR**

Date: 01/29/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting authority to re-advertise sealed bid(s) inasmuch as no bid were received for: RFB NO: 2007-015-01-013-VYG-Hidalgo County-Humane Services For A Facility To Quarantine Dogs, Cats, and Other Small Animals", with modifications to specifications to include sheltering during natural disasters and other applicable statutory obligations.

BACKGROUND

Specifications/Requirements being modified.

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1100-461-00-115-038-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance of \$116,666.65 as of 1/25/07.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2007 02:24 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2007 04:04 PM	APRV
3	Dale Kennan	Dale Kennan	01/25/2007 10:02 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Vangie Garcia **Started On:** 01/24/2007 08:51 AM

Final Approval Date:

**Consulting Services For Federal and State Issues/Programs
CC REGULAR**

Date: 01/29/2007

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting approval to extend bid opening date from Wednesday, January 31, 2007, to new date of Wednesday, February 07, 2007, as permitted under 262.026 (a) for Hidalgo County's Request For Proposals For "Consulting Services For Federal And State Issues/Programs"-RFP NO: 2007-024-01-31-VYG.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2007 01:23 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2007 02:06 PM	APRV
3	Sergio Cruz	Sergio Cruz	01/25/2007 10:34 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Vangie Garcia

Started On: 01/23/2007 03:37 PM

Final Approval Date:

AI-2125

19.A.12.

**Flexible Base Material (Crushed Caliche)
CC REGULAR**

Date: 01/29/2007
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Recommending bid award and approval of contracts to multiple vendors meeting all specifications and/or requirements for "Flexible Base Material (Crushed Caliche)" project.

BACKGROUND

1. Recommendation forms from departments.
2. Award recommendation summary table.

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: See attached Expense Report

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

- Precinct 1 #1201-431-00-121-005-0-673/731
- Precinct 2 #1202-431-00-122-006-0-673
- Precinct 3 #1203-431-00-123-005-0-673/731
- Precinct 4 #1204-431-00-124-007-0-673/731

Attachments

Link: [06-446 back up](#)

Link: [2007 Exp Rpt.-Pct 1-4](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2007 01:20 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2007 02:01 PM	APRV
3	Dale Kennan	Dale Kennan	01/24/2007 02:19 PM	APRV
4	Auditor's Office	Linda Fong	01/25/2007 09:31 AM	APRV
5	Agenda Coordinator	Monica Badillo	01/25/2007 01:55 PM	APRV

Form Started By: Roli Flores

Started On: 01/19/2007 11:37 AM

Final Approval Date: 01/25/2007

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

Bid No. 06-446-01-10-ROL

AWARD RECOMMENDATION SUMMARY

Precinct:	Award Recommended Vendor:	Bid Price:	Current Contract information: (expires March 5, 2007)
Precinct No. 1	1. Martin Marietta Materials	\$2.50/Ton (Jericho pit)	\$2.25 (Mann pit)
		\$2.90/Ton (490 pit)	\$2.65 (Beck pit)
	2. Frontera Materials	\$2.90/Ton (Reavis pit)	per ton w/Valley
			Caliche
Precinct No. 2	1. Martin Marietta Materials	\$2.50/Ton (Jericho pit)	\$2.25 (Mann pit)
		\$2.90/Ton (490 pit)	\$2.65 (Beck pit)
	2. Frontera Materials	\$2.90/Ton (Reavis pit)	per ton w/Valley
			Caliche
Precinct No. 3	1. Martin Marietta Materials	\$2.50/Ton (Jericho pit)	\$2.65 (Beck pit)
		\$2.90/Ton (490 pit)	per ton w/Valley
	2. Frontera Materials	\$2.90/Ton (Reavis pit)	Caliche
Precinct No. 4	1. Martin Marietta Materials	\$2.50/Ton (Jericho pit)	\$2.25 (Mann pit)
		\$2.90/Ton (490 pit)	per ton w/Valley
	2. Frontera Materials	\$2.90/Ton (Reavis pit)	Caliche



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: All Precincts Via Fax (956)
FROM: Roli Flores, Buyer
Hidalgo County Purchasing Department
DATE: January 11, 2007
RE: Bid No. 06-446-01-10-ROL- "Hidalgo County and Hidalgo County Colonia
Access Program- Flexible base material (Crushed Caliche)"

This is to request your bid award letter of recommendation for the above referenced project. I have attached the bid tabulation, for your consideration and review. As background information for this project, last year this was awarded to multiple vendors.

Please write in your bid award recommendation, sign, and return this letter.

OUR RECOMMENDATION IS TO AWARD TO:

Multiple Vendors One Vendor

-Print Vendor names:

FRONTERA MATERIALS
MARTIN MARIETTA

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

Noel Monter

Comments:

1/16/07

We would like to present this award of bid on next Commissioners' Court Meeting, please fax your recommendation to (956) 318-2629 no later than Tuesday, January 16, 2007 by 4:00 p.m..

Your prompt attention to this matter is greatly appreciated.

Roli Flores



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: All Precincts

Via Fax (956)

Attn: Mr. Cuellar

FROM: Roli Flores, Buyer
Hidalgo County Purchasing Department

DATE: January 11, 2007

RE: Bid No. 06-446-01-10-ROL- "Hidalgo County and Hidalgo County Colonia
Access Program- Flexible base material (Crushed Caliche)"

This is to request your bid award letter of recommendation for the above referenced project. I have attached the bid tabulation, for your consideration and review. As background information for this project, last year this was awarded to multiple vendors.

Please write in your bid award recommendation, sign, and return this letter.

OUR RECOMMENDATION IS TO AWARD TO:

Multiple Vendors One Vendor

-Print Vendor names: *Flores & Marietta*

Ricardo Cuellar

Ricardo Cuellar

1/19/07

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

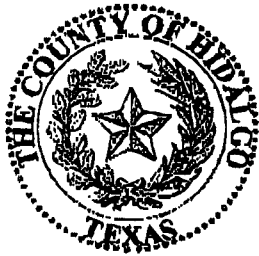
Comments:

We would like to present this award of bid on next Commissioners' Court Meeting, please fax your recommendation to (956) 318-2629 no later than ~~Tuesday~~, January 16, 2007 by 4:00 p.m..

Friday 19

Your prompt attention to this matter is greatly appreciated.

Roli Flores



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: All Precincts Via Fax (956)
FROM: Roli Flores, Buyer
Hidalgo County Purchasing Department
DATE: January 11, 2007
RE: Bid No. 06-446-01-10-ROL- "Hidalgo County and Hidalgo County Colonia
Access Program- Flexible base material (Crushed Caliche)"

This is to request your bid award letter of recommendation for the above referenced project. I have attached the bid tabulation, for your consideration and review. As background information for this project, last year this was awarded to multiple vendors.

Please write in your bid award recommendation, sign, and return this letter.

OUR RECOMMENDATION IS TO AWARD TO:
 Multiple Vendors One Vendor

-Print Vendor names: Frontera Materials
Martin Marietta Materials

Joe M. Flores

1/18/07

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

Comments:

We would like to present this award of bid on next Commissioners' Court Meeting, please fax your recommendation to (956) 318-2629 no later than Tuesday, January 16, 2007 by 4:00 p.m..

Your prompt attention to this matter is greatly appreciated.

Roli Flores

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



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: All Precincts Via Fax (956)
FROM: Roli Flores, Buyer
Hidalgo County Purchasing Department
DATE: January 11, 2007
RE: Bid No. 06-446-01-10-ROJ- "Hidalgo County and Hidalgo County Colonia
Access Program- Flexible base material (Crushed Caliche)"

This is to request your bid award letter of recommendation for the above referenced project. I have attached the bid tabulation, for your consideration and review. As background information for this project, last year this was awarded to multiple vendors.

Please write in your bid award recommendation, sign, and return this letter.

OUR RECOMMENDATION IS TO AWARD TO:
 Multiple Vendors One Vendor

-Print Vendor names:

Ronald Muroz JR. Ronald Muroz JR. 1-18-07
AUTHORIZED SIGNATURE PRINTED NAME DATE

Comments:

We would like to present this award of bid on next Commissioners' Court Meeting, please fax your recommendation to (956) 318-2629 no later than Tuesday, January 16, 2007 by 4:00 p.m..

Your prompt attention to this matter is greatly appreciated.

Roli Flores

For 01/01/07 - 01/31/08

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>
1201 R&B PRECINCT NO.1							
7-1201-431-00-121-005-0-673	PCT.1 P/U RD-ROAD MATERIAL	70,000.00	19,243.25	.00	.00	50,756.75	27.49
7-1201-431-00-121-005-0-731	PCT.1 P/U RD-ROADS	94,870.00	.00	.00	.00	94,870.00	.00
1201 R&B PRECINCT NO.1		164,870.00	19,243.25	.00	.00	145,626.75	11.67
1202 R&B PRECINCT NO.2							
7-1202-431-00-122-006-0-673	PCT.2 P/U RD-ROAD MATERIAL	83,720.88	13,287.50	.00	.00	70,433.38	15.87
7-1202-431-00-122-006-0-731	PCT.2 P/U RD-ROADS	100,000.00	.00	.00	.00	100,000.00	.00
7-1202-431-00-122-007-0-731	PCT.2 LATERAL ROAD-ROADS	110,000.00	.00	.00	.00	110,000.00	.00
1202 R&B PRECINCT NO.2		293,720.88	13,287.50	.00	.00	280,433.38	4.52
1203 R&B PRECINCT NO.3							
7-1203-431-00-123-005-0-673	PCT.3 P/U RD-ROAD MATERIAL	80,000.00	58,053.33	.00	.00	21,946.67	72.57
7-1203-431-00-123-005-0-731	PCT.3 P/U RD-ROADS	100,000.00	.00	.00	.00	100,000.00	.00
1203 R&B PRECINCT NO.3		180,000.00	58,053.33	.00	.00	121,946.67	32.25
1204 R&B PRECINCT NO.4							
7-1204-431-00-124-007-0-673	PCT.4 P/U RD-ROAD MATERIAL	100,886.79	15,500.00	.00	.00	85,386.79	15.36
7-1204-431-00-124-007-0-731	PCT.4 P/U RD-ROADS	217,497.60	92,300.00	.00	.00	125,197.60	42.44
1204 R&B PRECINCT NO.4		318,384.39	107,800.00	.00	.00	210,584.39	33.86
7 YEAR		956,975.27	198,384.08	.00	.00	758,591.19	20.73

Requisition

Req # 00103541

PO #

Date: 01/19/07

#2167

Bill To: x
x

Vendor: 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

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

Contact: STEPHANIE
956-292-7010

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
8	EACH	AS PER STATE OF TEXAS APPROVAL CONTRACT NO: 9913578 COUNTY WIDE / COUNTY JUDGE'S QUOTE NO: 342704161 OPTIPLEX 745 ULTRA SMALL FORM FACTOR, PENTIUM D 925/3.00GHZ 2X2M, 800FSB	1,097.38	8,779.04
		Account No _____	Encumbrance	
		7-1100-415-00-200-002-0-745	8,779.04	
			Freight	.00
			Total	8,779.04
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		<i># 46263</i>		
		<i># 46264</i>		
		<i># 46265</i>		
		<i># 46266</i>		
		<i># 46267</i>		
		<i># 46268</i>		
		<i># 46269</i>		
		<i># 46270</i>		
		<i>DIR Regular</i>		
			RECEIVED	
			<i>[Signature]</i>	

Authorized By: _____

**Selection of Engineer-Phase I Report-Review and Assessment-GIS
CC REGULAR**

Date: 01/29/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Agenda Item

CAPTION

A. Requesting exemption from competitive bidding requirements, under Section 262.024 (a)(4), '... a professional service' in connection with engineering services for the review, assessment and status of the Phase I Report for: "GIS-Architectural and System Design Requirements" Project for Hidalgo County;

B. Requesting authority to negotiate a professional engineering contract (subject to legal review) with the highest scored/ranked firm (evaluated from Hidalgo County's approved "Pool" of engineering firms) of

BACKGROUND

Through a Commissioners Court directive on Tuesday, January 22, 2007, three engineering firms will be scored, graded and evaluated by the Court for this project. The three (3) firms selected from the County's approved "Pool" were: S & B Infrastructure Group, TEDSI & Quintanilla, Headley & Associates. Packets containing the Statements of Qualifications with scoring sheets will be forwarded to all members of the Court.

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Most likely to be paid from General Fund-County Wide Administration. However, agenda item at this time would only request authorization to negotiate a fee for the review, reassessment and status of the original Phase 1 Study Report. Upon determination of a projected fee, the County would need to identify the appropriate account.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/25/2007 11:57 AM	APRV
2	Budget & Management	Dina Trevino	01/25/2007 03:41 PM	APRV
3	Sergio Cruz	Sergio Cruz	01/25/2007 04:30 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Marty Salazar **Started On:** 01/24/2007 03:28 PM

Final Approval Date:

AI-2218

19.A.15.

Hidalgo County H.I.D.T.A. Task Force-Janitorial Services
CC REGULAR

Date: 01/29/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

Requesting approval to award and approval of contract (subject to legal review) to sole bidder meeting all specifications/requirements for: BID NO: 2007-013-01-22-VYG-Hidalgo County H.I.D.T.A. Task Force-Janitorial Services.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1291-412-00-270-00X-0-423
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
See attached 2006 expense report for funding availability.

Attachments

Link: [JANITORIAL SERVICES](#)

Link: [2006-Exp Rpt-Obj 423](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/25/2007 11:57 AM	APRV
2	Budget & Management	Dina Trevino	01/25/2007 03:40 PM	APRV
3	Dale Kennan	Dale Kennan	01/25/2007 04:36 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Vangie Garcia **Started On:** 01/24/2007 03:10 PM

Final Approval Date:

**HIDALGO COUNTY PURCHASING DEPARTMENT
 TABULATION SHEET
 REQUEST FOR SEALED QUOTE (RFSQ)
 2007-013-01-22-VGY**

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

RFS-QUOTE DEADLINE: JANUARY 22, 2007

TIME: 10:00 a.m.

DESCRIPTION OF BID: JANITORIAL SERVICES

BUYER II: VANGIE Y. GARCIA

EXTENDING TO: WEDNESDAY, JANUARY 24, 2007

NO. OF BIDS	NAME OF COMPANY	TOTAL PRICE
1.	<u>ANGEL MAID'S & JANITORIAL SERVICES</u>	<u>\$525.00/MONTH</u> <u>\$6,300.00/YEARLY</u>
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

EXHIBIT "B"

HIDALGO COUNTY HIDTA TASK FORCE -
" JANITORIAL SERVICES"
REQUEST FOR SEALED QUOTES

RFSQ No. 2007-013-01-22-VYG

BID PAGE

SERVICE SCHEDULE:

Monday thru Friday from 2:00 p.m. to 4:30 p.m. or as long as duties are completed and approved by HIDTA personnel.

BID PER:	BID AMOUNT:
MONTH	\$ <u>525.00</u>
YEAR	\$ <u>1,300.00</u>

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: Ansels Maid & Janitorial Ser. Inc.
ADDRESS: P.O. Box 4511
CITY/STATE/ZIP CODE: McAllen, TX 78501
PHONE & FAX NO.'S: (956) 687-1546 (956) 687-1556
CELLULAR & BEEPER NO.'S: 821-4815
AUTHORIZED SIGNATURE: [Signature]
PRINTED NAME: Deborah Jimenez
TITLE: Vice Pres.

RECEIVED
JAN 24 2007
PURCHASING DEPT.

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-**

THIS CONTRACT is made and entered into this [redacted] day of [redacted], 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and [redacted] Texas ("Company").

WHEREAS, Company responded to request for sealed bids for **(HIDTA Task Force "Janitorial Services")**; and

WHEREAS, Company submitted a quote to provide services in accordance with the specifications as quote, a copy of such specifications and quote 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 quote 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 [REDACTED], 2007, and ending on [REDACTED], 2009, 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.

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: **COMPANY
ADDRESS
CITY, TX 785__**

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 _____, 2007.

COUNTY OF HIDALGO

By _____
County Judge

ATTEST: _____
County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

Hidalgo County

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>
1291 HIDTA						
6-1291-412-00-270-002-0-423 HIDTA TF COMMAND CTR-CUSTODIAL	6,000.00	.00	2,920.00	2,920.00	3,080.00	48.67
6-1291-412-00-270-003-5-423 HIDTA TASK FORCE-CUSTODIAL	2,000.00	.00	2,000.00	2,000.00	.00	100.00
6-1291-412-00-270-003-6-423 HIDTA TASK FORCE-CUSTODIAL	4,920.00	.00	.00	.00	4,920.00	.00
1291 HIDTA	12,920.00	.00	4,920.00	4,920.00	8,000.00	38.08
6 YEAR	12,920.00	.00	4,920.00	4,920.00	8,000.00	38.08

AI-2160

19.B.1.

Pct 1-Work Authorization No. 4-Rodriguez Engineering-C-06-217-07-18
CC REGULAR

Date: 01/29/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

Presentation for consideration, discussion, acceptance and approval of WORK AUTHORIZATION NO. 4 in the amount of \$105,837.65 with RODRIGUEZ ENGINEERING for "CONSTRUCTION STAKING FOR VICTORIA RD. FROM EXPRESSWAY 83 NORTH 3.72"-HIDALGO COUNTY PCT. No. 1, in connection with CONTRACT No. C-06-217-07-18.

BACKGROUND

WORK AUTHORIZATION NO. 4

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Pending transfer from object code 890 to 731 (AI-2228). Available balance in 890 in 2006 is 3,719,000.00 as of 1/24/07.

Attachments

Link: Pct 1-Work Authorization No. 4-Rodriguez Engineering-C-06-217-07-18

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2007 03:07 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2007 03:25 PM	APRV
3	Dale Kennan	Dale Kennan	01/25/2007 09:42 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Letty Saenz **Started On:** 01/23/2007 02:55 PM

Final Approval Date:

HIDALGO COUNTY

Professional Engineering Services

Contract # C-06-217-07-18

Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section 1.A. of the **Agreement** made by and between the **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Rodriguez Engineering, professional engineer of Edinburg, Texas, hereinafter called the "**Engineer**".

PART 1 Scopes Of Work. The purpose of this Work Authorization is to provide Engineering design plans along with construction staking for Victoria Road from Expressway 83 North 3.72 miles.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"** - *Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"** - *Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is \$105,837.65. This amount is based upon the costs outlined in the *Estimated Cost Proposal* attached hereto as **EXHIBIT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 7 of the **Agreement**.

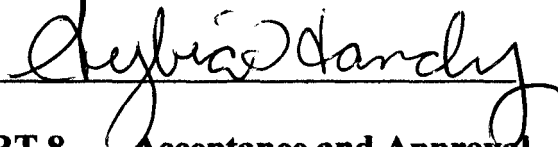
PART 4. Funding. This Work Authorization No. 4 shall be funded through funding source: Account No.6 - 1336-431 - 00 - 121 - 041- 0 -890 Requisition Number _____

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of work authorization.

PART 6. Responsibilities and Obligations. This Authorization does not waive the parties' responsibilities and obligations provided under this **Agreement**.

PART 7. Acknowledgement and Confirmation. Acknowledgement and confirmation by Hidalgo County Precinct No. 1. Commissioner Sylvia Handy as to content and detail of this Work Authorization No. 4.


HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1

BY: 

PART 8. Acceptance and Approval. This Work Authorization is hereby accepted approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2007.

THE ENGINEER:
Rodriguez Engineering

THE OWNER:
HIDALGO COUNTY



By: Leo Rodriguez

By: Juan D. Salinas III County Judge
Or presiding Officer

ATTEST:

By: Arturo Guajardo, Jr. County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Service to be Provided by the Owner
ATTACHMENT "B" – Services to be provided by the Engineer
ATTACHMENT "C" – Work Schedule
ATTACHMENT "D" – Cost Proposal

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

RODRIGUEZ ENGINEERING

CONSULTING ENGINEER/SURVEYOR

Construction Cost Estimate:

Project: Paving Improvement

Owner: Hidalgo County Precinct No. 1

Location: Victoria Road (from Expressway 83 North 3.72 miles)

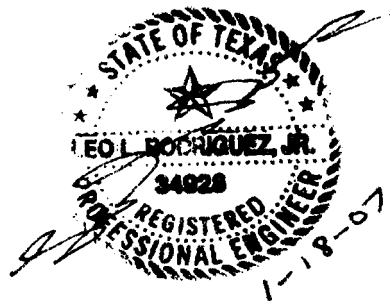
Type of Estimate: Engineer's Estimate

Estimator: Leo Rodriguez P.E./R.P.L.S.

<u>Item:</u>	<u>Description:</u>	<u>Unit:</u>	<u>Quantity:</u>	<u>Unit Cost:</u>	<u>Total:</u>
1	Subgrade Excavation	CY	20,347	3.50	\$ 71,214.50
2	8" Caliche Base	SY	61,040	7.00	\$427,280.00
3	2" Hot Mix (Includes Prime)	SY	49,280	7.25	\$431,640.00
4	EN-1 (Emulsion)	GAL	461	59.00	\$ 27,199.00
5	Bar Ditch Excavation	LF	39,240	2.50	\$ 98,100.00
6	Stripping	LF	19,620	0.15	\$ 2,943.00

Estimated Construction Cost: \$1,058,376.50

Engineering Fees: \$105,837.65



CONSTRUCTION CHANGE DIRECTIVE

PROJECT: Motor Pool Building
Mi. 7 Road (F.M. 2221)
Hidalgo County Precinct 3
Hidalgo County, Texas

DIRECTIVE NUMBER: TWO

DATE: January 22, 2007

COUNTY PROJECT NO. 06-181

TO CONTRACTOR:
Joe Williamson Construction Co.
P.O. Box 4352
McAllen, Texas 78502

CONTRACT FOR: General Construction

You are hereby directed to make the following change in the Contract:

Provide labor and materials as required for the changes indicated on the attached drawings
Cost for above: \$ 2,350.00. Contractor's cost proposal attached.

Proposed Adjustments to Allowances in Construction Contract to cover above cost:

Reduce Betterment Allowance by.....\$ 350.00
Reduce HVAC Contingency by..... 1,000.00
Reduce Electrical Contingency by.....1,000.00
Total.....\$ 2,350.00

Betterment Allowance balance after this Construction Change Directive..... \$ 109.00
HVAC Contingency balance after this Construction Change Directive..... \$ 0.00
Electrical Contingency balance after this Construction Change Directive..... \$ 0.00
Plumbing Contingency balance after this Construction Change Directive..... \$ 1,000.00

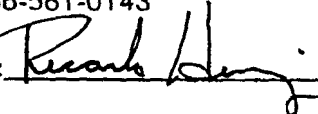
There is no change in the Construction Contract amount.

When signed by the Owner and Engineer and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Engineer:
Hinojosa Engineering, Inc.
108 West 18th Street
Mission, Texas 78572
956-581-0143

Owner:
County of Hidalgo, Texas
100 E. Cano
Edinburg, TX 78539
956-318-2626

General Contractor:
Joe Williamson Construction Co.
P.O. Box 4352
McAllen, Texas 78502
956-781-9781

By: 

By: _____

By: _____

Ricardo Hinojosa, P.E.
Project Engineer

County Judge

Title: _____

Date: 1-23-07

Date: _____

Date: _____

AI-2203

19.C.2.

Hinojosa Engineering Inv. 06-143
CC REGULAR

Date: 01/29/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice No. 06-143 in the amount of \$10,000.00 from Hinojosa Engineering, Inc. contracted engineer for Precinct No. 3 for the "Construction Staking for El Pinto Rd."

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2006

ACCT. #: 6-1203-431-00-123-005-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 565585 Work Auth. #2 Approved in CC on 4-04-06

Attachments

Link: [Hinojosa Eng Inv. 06-143](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2007 03:19 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2007 06:29 PM	APRV
3	Dale Kennan	Dale Kennan	01/25/2007 10:09 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Rocio Villarreal

Started On: 01/24/2007 11:03 AM

Final Approval Date:

87606
565585

HINOJOSA ENGINEERING, INC.

Structural Engineering – Civil Engineering
Land Surveying

108 WEST 18TH STREET MISSION, TEXAS 78572
(956) 581-0143 OFFICE (956) 581-2074 FAX

INVOICE # 06-143
November 15, 2006

CLIENT: The Honorable Joe Flores Commissioner Pct. 3 P.O. Box 607 724 Breyfogle Mission, Texas 78572 Attn.: Mr. Commissioner Joe Flores	PROJECT # 06-143 Project: Construction Staking for El Pinto Road PO #565585
--	---

FOR PROFESSIONAL SERVICES PERFORMED	
SCOPE OF WORK: 1. Construction Staking	
CIVIL COST BREAKDOWN	
A. Surveying Fee	\$10,000.00
B Amount Due to This Invoice	\$10,000.00

Please make check payable to **HINOJOSA ENGINEERING INC.** in the amount of **\$10,000.00**

Joe Flores 11/22/07
Comm. Flores 11/15/07
 6-1253-431-00-123-000-0 1231

**Pct. 4-Exemption-Engineering Svc-Tamarron Estates-C-06-439-01-29
CC REGULAR**

Date: 01/29/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

requesting approval of a Professional Engineering Services Contract with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for "DEVELOPMENT OF DRAINAGE IMPROVEMENTS AT TAMARRON ESTATES" for HIDALGO COUNTY PRECINCT 4.

BACKGROUND

As selected after evaluation of **S.O.Q.'s** from the **POOL OF ENGINEERS** and previously approved by **C.C.** on **October 31, 2006** for negotiation of the contract with **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** and approved by legal council to proceed with final execution of contract.

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1204-431-00-124-007-0-733
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$35,000.00 available balance as of 01/25/2007
\$9,631.00 pending transfer on 01/29/2007

Attachments

Link: [Pct. 4-Exemption-Engineering Svc-Tamarron Estates-C-06-439-01-29](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2007 01:21 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2007 02:02 PM	APRV
3	Sergio Cruz	Sergio Cruz	01/25/2007 04:10 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Letty Saenz **Started On:** 01/19/2007 02:00 PM

Final Approval Date:

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - Work Schedule**, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate upon completion of project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of

written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 **Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner**

of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days. If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**. If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within

- established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 Services. For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-Fee Breakdown**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**. **6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the

Engineer shall submit a final request for payment (“**Final Request for Payment**”) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (“**Final Payment**”) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer’s** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer’s** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer’s** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of th **Engineer’s** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer’s** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer’s** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer’s** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is

granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be

considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an

additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential

information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such

inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The

Engineer accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the

Project are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or

omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined

single limit each occurrence and in the aggregate for bodily injury and property damage.

- (3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) Professional Liability in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (*Hidalgo County Certificate of Insurance*) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes

and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity,

illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:

**Hidalgo County
100 E. Cano, 2nd, Floor
Edinburg, Texas 78539**

ENGINEER:

**Quintanilla, Headley & Associates, Inc.
124 East Stubbs Street
Edinburg, Texas 78539**

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 16th day of January, 2007.

ENGINEER: QUINTANILLA, HEADLEY & ASSOCIATES, INC.

BY: _____

Alfonso Quintanilla, P.E. President

**OWNER:
HIDALGO COUNTY**

BY: _____

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., Hidalgo County Clerk

Approved on Commissioners' Court: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the Owner
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -Engineer's Rates
- EXHIBIT D1** -Cost Proposal
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

EXHIBIT "B"
Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The ENGINEER will provide services as follows:

- Topography Survey.
- Engineering Services for the design of the drainage improvements.
- Preparation of plans and specifications
- Preparation of construction documents and bidding documents.

Hidalgo County/Quintanilla, Headley & Associates, Inc.
"Development of Drainage Improvements at Tamarron
Estates *for Hidalgo County*"

EXHIBIT "C"
Work Schedule

For this Agreement, the **Engineer** shall perform the work identified in EXHIBIT "B" in accordance with the following schedule:

Prepare final plans and specifications for bidding by February 15, 2007.

The **Engineer** will diligently pursue the completion of this work authorization as defined by the milestones and deliverable due dates outlined in the approved work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

Hidalgo County/Quintanilla, Headley & Associates, Inc.
"Development of Drainage Improvements at Tamarron
Estates for Hidalgo County"

EXHIBIT "D"
ENGINEER'S CONTRACT RATES

HOURLY RATES:

Project Principal	\$ 125.00/Hr.
Project Engineer	\$ 125.00/Hr.
R.P.L.S.	\$ 100.00/Hr.
G.P.S. Survey Crew	\$ 125.00/Hr.
3 Man Survey Crew	\$ 100.00/Hr.
2 Man Survey Crew	\$ 90.00/Hr.
Party Chief	\$ 45.00/Hr.
CADD/Designer	\$ 45.00/Hr.
Clerical	\$ 45.00/Hr.

Hidalgo County/Quintanilla, Headley & Associates, Inc.
"Development of Drainage Improvements at Tamarron
Estates for Hidalgo County"

Exhibit D1 - Cost Proposal
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
 124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
 PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate:		Date Prepared: January 12, 2007		Sheet 1 of 1	
Project: Tamarron Estates Drainage Improvements			BASIS OF ESTIMATE <input type="checkbox"/> No Design Complete <input checked="" type="checkbox"/> Preliminary Design <input type="checkbox"/> Final Design		
Location: Amber Lane & U.S. 281					
Owner: Hidalgo County Precinct No. 4					
Type of Estimate: Engineer's Estimate					
Estimator: Alfonso Quintanilla, P.E.-R.P.L.S					
Item	Description	Unit	Quantity	Unit Cost	Total
I.	Drainage Improvements				
	24" R.C.P.	L.F.	400	36.00	14,400.00
	18" R.C.P.	L.F.	620	28.00	17,360.00
	Type "CC" Inlet	Ea.	5	2,500.00	12,500.00
	Manhole	Ea.	3	2,500.00	7,500.00
	24" Rip-Rap	Ea.	3	700.00	2,100.00
	18" Rip-Rap	Ea.	2	600.00	1,200.00
	Excavate Detention Pond	C.Y.	42,600	2.50	106,500.00
	6.0' Chain Link Fence	L.F.	2,250	15.00	33,750.00
	Cut & Repair Asphalt	L.F.	250	20.00	5,000.00
	Erosion Control	L.F.	2,300	4.00	9,200.00
	Safety End Treatment	Ea.	2	600.00	1,200.00
	2" Hot Mix	S.Y.	500	8.00	4,000.00
	10" Caliche Base	S.Y.	500	10.00	5,000.00
	Dirt Hauling & Loading	C.Y.	40,000	3.00	120,000.00
	Earth Berm	C.Y.	3,500	4.00	14,000.00
	Dewatering	C.Y.	42,600	1.00	42,600.00
	Contingencies	L.S.	1	20,000.00	20,000.00
				Subtotal:	\$ 416,310.00
	Engineering Fee				\$ 44,631.00
				Total:	\$ 460,941.00

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder Quintanilla, Headley & Associates Inc.

Address of policyholder 124 E Stubbs Edinburg, TX 78539

Location of operations 124 E Stubbs Edinburg, TX 78539

Description of operations Surveyor

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
90-63-2329 1L	Comprehensive Business Liability	03/30/2006	03/30/2007	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
				Each Occurrence \$ Aggregate \$
90-IN-5307-0	Workers' Compensation and Employers Liability	10-11-2006	10-11-2007	Part 1 STATUTORY Part 2 BODILY INJURY
				Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
014 9630F14 53B	Auto Insurance	Effective Date	Expiration Date	
		06/14/2006	12/14/2006	500/500/500

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

COUNTY OF HIDALGO

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation of liability will be imposed on State Farm or its agents or representatives.

[Signature]
 Signature of Authorized Representative
 Agent _____ Date 10/23/2006
 Title _____

Agent's Code Stamp

AFO Code 6720

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2006

PRODUCER (972)562-7455 FAX (972)562-7129
The Klement Agency
P.O. Box 820
Prosper, TX 75078
Greg Klement

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	AE811942	09/19/2006	09/19/2007	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
		<input checked="" type="checkbox"/> Professional E&O				PERSONAL & ADV INJURY	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PROJECT: DEVELOPMENT OF DRAINAGE IMPROVEMENTS AT TAMARRON ESTATES

CERTIFICATE HOLDER

CANCELLATION

HIDALGO COUNTY
100 E. CANO 5TH FLOOR
ADMINISTRATION BUILDING
EDINBURG, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Quintanilla, Headley & Associates, Inc.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) N/A

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

N/A

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7



10-23-06

Signature of person doing business with the governmental entity

Date

Alfonso Quintanilla, President
Quintanilla, Headley & Associates, Inc.

Eddy Trevino
County Clerk
Edinburg, TX 78540



70 2006 01678083

Instrument Number: 2006-1678083

Recorded On: October 23, 2006

As
Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: QUESTIONNAIRE

**** Examined and Charged as Follows: ****

Recording	20.00
Total Recording:	20.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-1678083
Receipt Number: 806443
Recorded Date/Time: October 23, 2006 03:18P

Record and Return To:

QUINTANILLA, HEADLEY & ASSOC.
124 E. STUBBS
EDINBURG TX 78539

User / Station: R Mariscal - Cash Station 01



**STATE OF TEXAS
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Eddy Trevino
County Clerk
Hidalgo County, TX

AI-2157
Standing Item
CC REGULAR

19.E.1.

Date: 01/29/2007
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. 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)

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Neilda Cavazos	01/24/2007 08:35 AM	APRV
2	Budget & Management	Dina Trevino	01/24/2007 11:58 AM	APRV
3	Dale Kennan	Dale Kennan	01/24/2007 01:54 PM	APRV
4	Auditor's Office	Linda Fong	01/25/2007 09:36 AM	APRV
5	Agenda Coordinator	Monica Badillo	01/25/2007 01:55 PM	APRV

Form Started By: Neilda Cavazos

Started On: 01/23/2007 02:28 PM

Final Approval Date: 01/25/2007

AI-2253
BCAP PRECINCT NO 2
CC REGULAR

19.F.1.

Date: 01/29/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: CAP Pct.4

Agenda Item

CAPTION

A. Presentation for consideration, discussion acceptance and approval of Change Order No 4 for "South Tower Estates Subdivision" C-CAP-05-008-06-21 for material and work adjustments in the amount of \$42,610.40 (decrease) project engineer is R. Gutierrez Engineering Corporation and contractor is D.M. Roth, Inc. a Border Colonia Access Program Project(s).

B. Presentation for consideration, discussion acceptance and approval of Change Order No 1 for "Alamo Orchards Subdivision" C-CAP-06-003-08-01 for material and work adjustments in the amount of \$30,657.73 (decrease) project engineer is R. Gutierrez Engineering, Inc. and contractor is J.M. construction a Border Colonia Access Program Project(s).

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 6-1310-431-00-122-535 & 536-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 6-1310-431-00-122-490-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [Agenda 2253](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Laura Moya **Started On:** 01/25/2007 03:44 PM

Final Approval Date:




Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
ATTN: Laura R. Moya, BCAP Purchaser

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No.2
Rosanna Schettino, BCAP Auditor
Charlie Contreras, Special Projects Coordinator, Precinct No.2
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 24 January 2007

Subject: Change Order No. 4 – South Tower Estates Subdivision and Change Order No. 1- Alamo Orchards

Marty, please place the above-mentioned items on Commissioner's Court for Tuesday, 30th January 2007:

- Approval of Change Order No. 4 – South Tower Estates Subdivision. The Change order has been reviewed by TXDOT and pre-approved. Once Commissioner's Court approves the change order and is signed by the Judge, TXDOT sign and concur. This project is carried by R. Gutierrez Engineering, Inc. and the contractor is D.M. Roth, Inc. The change order is for material and work adjustments and will have an overall deduct of \$42,610.40. Account Number: 6-1310-431-00-122-535 & 536-0-731
- Approval of Change Order No. 1 – Alamo Orchards Subdivision. The Change order has been reviewed by TXDOT and pre-approved. Once Commissioner's Court approves the change order and is signed by the Judge, TXDOT will sign off and concur. This project is carried by R. Gutierrez Engineering, Inc. and the contractor is J.M. Construction. The change order is for material and work adjustments and will have an overall deduct of \$30,657.73. Account Number: 6-1310-431-00-122-490-0-731

If you have any questions, please advice.

Thanks,

memo 012407 marty change orders alamo orchards and south tower estates

JAN 25 2007

PURCHASING DEPT.

CHANGE ORDER NUMBER FOUR (4)

PROJECT: SOUTH TOWER ESTATES SUBDIVISION

DATE OF ISSUANCE: December 3, 2006 EFFECTIVE DATE: December 3, 2006

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-CAP-05-008-06-21

CONTRACTOR: D.M. Roth Excavating ENGINEER: R. Gutierrez Engineering Corporation
5820 N. Cage 130 E. Park Ave.
Pharr, TX 78577 Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

- Description:**
1. Item 164 - Cell Fiber Seeding (TEMP)(WARM) & (COOL) were changed from 7005 SY to 800 SY for a decrease of 6205 SY.
 2. Item 402 - Trench Excavation Protection was removed from the original contract bid items.
 3. Item 464 - RCP (CL III)(24")(INSTALLATION ONLY) was changed from 1316 LF to 1380 LF for a net increase of 64 LF.
 4. Item 530 - Driveways (ACP) was changed 1280 SY to 1031 SY for a decrease of 249 SY.
 5. Item 530 - Driveways (Conc.) was changed 1167 SY to 1065 SY for a decrease of 102 SY.
 6. Item 5010 - Construction Exits (TY II) (INSTALL) & (REMOVE) were removed from the original contract bid items.
 7. Item 5249 - Temp. Sediment Control Fence (INSTALL) was changed from 660 LF to 540 LF for a decrease of 120 LF.
 8. Item 5249 - Temp. Sediment Control Fence (REMOVE & REPLACE) was changed from 330 LF to 270 for a decrease of 60 LF.
 9. Item 5249 - Temp. Sediment Control Fence (REMOVE) was changed from 660 LF to 540 LF for a decrease of 120 LF.
 10. Item 166 - Fertilizer was changed from 0.068 TN to 0.0205 TN for a decrease of 0.0475 TN
- Reason for Change Order:**
1. These items were only used on San Carlos Dr. (STA 0+81.10 to STA 9+62.90) through out the life span of the construction project.
 2. Item was used on one occasion with our records.
 3. Item was increased to avoid possible conflicts with an existing waterline.
 4. To better fit existing conditions.
 5. To better fit existing conditions.
 6. Items were never used through out the life span of project.
 7. Item was not used on San Carlos Drive - (STA 0+81.10 to STA 9+62.90).
 8. Item was not used on San Carlos Drive - (STA 0+81.10 to STA 9+62.90).
 9. Item was not used on San Carlos Drive - (STA 0+81.10 to STA 9+62.90).
 10. Due to reduction on seeding item.

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 729,748.67		Substantial Completion:	150
			calendar days or dates
Net Changes from previous Change Order		Net change from previous Change Orders	
\$ 92,975.72			80
			calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 822,724.39		Substantial Completion:	230
			calendar days or dates
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$ (42,610.40)			0
			calendar days
Contract Price with all approved Change Orders	Net % increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 780,113.99	6.90 %	Substantial Completion:	230
			calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:	CONCURRENCE:
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)	By: _____ TxDOT (Authorized Signature)
Date: <u>1/8/07</u>	Date: _____	Date: <u>12-20-06</u>	Date: _____

From: Sharon Slagle
To: agapito.vargas@co.hidalgo.tx.us
Date: 1/17/2007 4:05:11 PM
Subject: CO #4 for S. Tower Subd.

Agapito,
We're OK with Change Order #4 of for the South Tower Subdivision and will sign off our concurrence as soon as the County signs off. I've left the partially signed Change Order at the front desk for you.
Regards,
Sharon

Sharon Slagle
Colonia Program Manager
Pharr District, Consultant Management Section
Texas Department of Transportation
(965) 702-6292; sslagle@dot.state.tx.us

Pete Vargas

From: Sharon Slagle [SSLAGLE@dot.state.tx.us]
Sent: Tuesday, January 23, 2007 8:39 AM
To: agapito.vargas@co.hidalgo.tx.us
Subject: Alamo Orchards Change Order

Agapito,

We will sign the change order #1 for Alamo Orchards indicating concurrence after you get County signatures. I'll leave the signoff sheet at the front desk for you to pick up at your convenience.

Sharon

AI-2210
BCAP PRECINCT NO 4
CC REGULAR

19.G.1.

Date: 01/29/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.4

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of payments for invoice ENG925 in the amount of \$9,288.00 submitted by project Engineer J.E. SAENZ & ASSOCIATES, INC in connection with contract C-CAP-05-016-05-24 (P.O. #562622)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: ACCT. #: 6-1311-431-00-124-000-0-334
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
VARIOUS ACCOUNT REFERENCE P.O. #562622

Attachments

Link: [agenda 2210](#)

Link: [2006 Exp Rpt-Obj 334](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2007 03:19 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2007 06:36 PM	APRV
3	Sergio Cruz	Sergio Cruz	01/25/2007 11:38 AM	APRV
4	Dale Kennan	Dale Kennan	01/25/2007 01:57 PM	APRV
5	Auditor's Office			NEW
6	Agenda Coordinator			

Form Started By: Laura Moya

Started On: 01/24/2007 11:57 AM

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: JANUARY 18, 2007
TO: PURCHASING DEPARTMENT
FROM: C/O LAURA R. MOYA, C.A.P. BUYER II
HIDALGO COUNTY PCT. #4
REF: INVOICE# ENG925

CAP-05-016-05-24

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THAT INVOICE # ENG925 IN THE AMOUNT OF \$9,288.00 FROM J.E. SAENZ & ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.

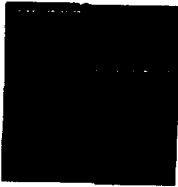
THIS INVOICE IS IN CONNECTION WITH PURCHASE ORDER #562622
VARIOUS ACCOUNT #s: **6-1311-431-00-124-000-0-334.**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE.
THANK YOU.

JR.

CC: COUNTY FILES
ATTACHMENTS: INVOICE
P.O. 562622





J. E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS

January 17, 2007

To: Oscar Garza, Commissioner Precinct Four
1102 N. Doolittle
Edinburg, Texas 78541

Re: Precinct Four Prop. 2 Colonia Roads Project
Invoice No. 3
ENG. 04.033

Attached is our Invoice # 3 for services rendered to date on the above referenced project. Please call me at (956) 383-2984 if you have any questions.

Invoice Amount
(See Attachments)

\$ 9,288.00

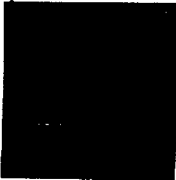
RECEIVED
JAN 17 2007

BY: 

H:\Administration\Invoices\ENGINEERING\2004\ENG. 04.033 PROP 2 HIDALGO COUNTY\INVOICE\2007\COVER.wpd

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540

(956) 383-2984 TEL
(956) 383-3736 FAX



J. E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS

INVOICE NO: ENG925

JANUARY 17, 2007

TO: Commissioner Oscar Garza
Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

PROJECT: Prop. 2 Colonia Roads Project
ENG 04.033

RECEIVED
JAN 17 2007

BY:

INVOICE No 3 FOR SERVICES RELATED TO PROPOSITION 2 COLONIA ROADS PROJECT.

<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>% COMPLETE</u>	<u>AMOUNT</u>
Phase I, (40%) Data Collection , Survey, Etc.	\$ 66,160.00	100	\$ 66,160.00
Phase II, (50%) Design, Plans, Advertise for Bids, Contract Award, Etc.	\$ 82,700.00	93	\$ 77,102.00
Phase III, (10%) Construction, Coordination, As-Builts, Etc..	\$ 16,540.00	0	\$ 0.00
TOTAL BUDGET:	\$ 165,400.00	86	\$ 143,262.00
TOTAL EARNED:	\$143,262.00		
PREVIOUSLY INVOICED:	\$133,974.00		
TOTAL DUE:	\$ 9,288.00		

TOTAL AMOUNT DUE:

\$ 9,288.00

H:\Administration\Invoices\ENGINEERING\2004\ENG. 04.033 PROP 2 HIDALGO COUNTY\INVOICE\2007\January 2007.wpd

6-1311-431-00-124-000-0-334

INVOICE RECEIVED BY:

Pct. # 1
Pur. Req. # 54343
P.O. # 562622

GOODS/SERVICES RECEIVED BY: on 1-17-07

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540

(956) 383-2984 TEL
(956) 383-3736 FAX



Purchase Order

COUNTY OF HIDALGO

PO#: 562622

DATE: 02/08/06

Page No 1 Of 2

VENDOR: 188999
 FAX (956)383-3736
 Phone (956)383-2984
 J.E. SAENZ & ASSOCIATES, INC.
 P.O. BOX 3293
 EDINBURG TX 78540

REQ: 00084343
 Email:

BUYER: GHELTRAN
 SHIP TO: HIDALGO CO. PCT 4
 1102 N. DOOLITTLE RD.
 EDINBURG TX 78539

CONTACT: MUNOZ JR (956)383-3112
 SITE: HIDALGO CO. PCT 4

Special Instructions: 01

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 #CAP-05-016-05-24 EXP. DATE 12/31/2006		
		****WORK AUTHORIZATION NO. 1 APPROVED COMMISSIONERS' COURT OF FEBRUARY 07, 2006****		
1	LOT	BAR VI (TXDOT EDAP #1080070) PABLO, JUAN AND EFRAIN	15,000.00	15,000.00
1	LOT	CALMA ESTATES (TXDOT EDAP #1080128) CALMA ROAD	3,350.00	3,350.00
1	LOT	CALMA ESTATES #2 (TXDOT EDAP #1080129) CALMA AND NATALIA ROADS	4,775.00	4,775.00
1	LOT	CALMA ESTATES #3 (TXDOT EDAP #1080130) CARMEN AND NATALIA	3,050.00	3,050.00
1	LOT	CITRUS CITY LAKE (TXDOT EDAP #1080155) CARMEN AVENUE	6,300.00	6,300.00
1	LOT	COLONIA BIG 5 (TXDOT EDAP #1080167) UNNAMED ROADS	14,050.00	14,050.00
1	LOT	COLONIA BIG 5 ROAD (TXDOT EDAP #1080167) BIG 5 ROAD	42,500.00	42,500.00
1	LOT	MORNING SIDE ESTATES (TXDOT EDAP #1080482) SUNRISE STREET	3,550.00	3,550.00
1	LOT	PALMA SUBDIVISION #2 (TXDOT EDAP #1080543) ELIZABETH MOYA DRIVE	9,325.00	9,325.00
1	LOT	PALMA SUBDIVISION #1 (TXDOT EDAP #1080541) ZENON MOYA DRIVE	9,775.00	9,775.00
1	LOT	RENA RAE SUBDIVISION (TXDOT EDAP #1080612) RENNA RAE STREET	12,450.00	12,450.00
1	LOT	VILLA DE MUNDO (TXDOT EDAP #1080785) PALMA CIRCLE AND ROLAND DRIVE	28,100.00	28,100.00
1	LOT	WARE COUNTY (TXDOT EDAP #1080793) WARE COUNTRY	4,100.00	4,100.00
1	LOT	L & R GARZA (TXDOT EDAP #1080363) ELM CREEK	4,375.00	4,375.00
1	LOT	RAMBO ESTATES (TXDOT EDAP #1080585) RAMBO DRIVE	4,700.00	4,700.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

COPY

Authorized by: _____

Martín S. Salazar



Purchase Order COUNTY OF HIDALGO

PO#: 562622

DATE: 02/08/06

Page No 2 Of 2

VENDOR: 188999
FAX (956) 383-3736
Phone (956) 383-2984
J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78540

REQ: 00084343
Email:

BUYER: GBELTRAN
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT: MUNOZ JR
HIDALGO CO. PCT 4

(956) 383-3112

Special Instructions: 01

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
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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
		Total		165,400.00
***** For Hidalgo County use only				
		6-1311-431-00-124-070-0-334	15,000.00	
		6-1311-431-00-124-128-0-334	3,350.00	
		6-1311-431-00-124-129-0-334	4,775.00	
		6-1311-431-00-124-130-0-334	3,050.00	
		6-1311-431-00-124-155-0-334	6,300.00	
		6-1311-431-00-124-167-0-334	56,550.00	
		6-1311-431-00-124-363-1-334	4,375.00	
		6-1311-431-00-124-482-0-334	3,550.00	
		6-1311-431-00-124-541-0-334	9,775.00	
		6-1311-431-00-124-543-0-334	9,325.00	
		6-1311-431-00-124-585-1-334	4,700.00	
		6-1311-431-00-124-612-0-334	12,450.00	
		6-1311-431-00-124-785-0-334	28,100.00	
		6-1311-431-00-124-793-0-334	4,100.00	

COPY

Authorized by: Marta L. Salazar

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>
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
6-1311-431-00-124-070-0-334 BAR VI-ENG & ARCH SRV	18,294.20	1,500.00	13,500.00	13,500.00	3,294.20	81.99
6-1311-431-00-124-128-0-334 CALMA ESTATES-ENG & ARCH SRV	4,093.20	636.50	2,713.50	2,713.50	743.20	81.84
6-1311-431-00-124-129-0-334 CALMA ESTATES #2-ENG & ARCH SRV	5,822.30	907.25	3,867.75	3,867.75	1,047.30	82.01
6-1311-431-00-124-130-0-334 CALMA ESTATES #3-ENG & ARCH SRV	3,723.40	579.50	2,470.50	2,470.50	673.40	81.91
6-1311-431-00-124-155-0-334 CITRUS CITY LAKE-ENG & ARCH SRV	7,694.50	1,197.00	5,103.00	5,103.00	1,394.50	81.88
6-1311-431-00-124-167-0-334 COLONIA BIG 5 -ENG & ARCH SRV	69,124.90	5,655.00	50,895.00	50,895.00	12,574.90	81.81
6-1311-431-00-124-363-1-334 L & R GARZA-ENG & ARCH SRV	5,349.00	831.25	3,543.75	3,543.75	974.00	81.79
6-1311-431-00-124-482-0-334 MORNING SIDE ESTATES-ENG & ARCH SRV	4,255.10	355.00	3,195.00	3,195.00	705.10	83.43
6-1311-431-00-124-541-0-334 PALMA S/D #1-ENG & ARCH SRV	11,929.00	1,857.25	7,917.75	7,917.75	2,154.00	81.94
6-1311-431-00-124-543-0-334 PALMA S/D #2-ENG & ARCH SRV	11,392.40	1,771.75	7,553.25	7,553.25	2,067.40	81.85
6-1311-431-00-124-585-1-334 RAMBO ESTATES-ENG & ARCH SRV	5,744.10	893.00	3,807.00	3,807.00	1,044.10	81.82
6-1311-431-00-124-612-0-334 RENA RAE S/D-ENG & ARCH SRV	15,210.30	2,365.50	10,084.50	10,084.50	2,760.30	81.85
6-1311-431-00-124-785-0-334 VILLA DEL MUNDO-ENG & ARCH SRV	33,603.20	2,810.00	25,290.00	25,290.00	5,503.20	83.62
6-1311-431-00-124-793-0-334 WARE COUNTY-ENG & ARCH SRV	4,988.00	779.00	3,321.00	3,321.00	888.00	82.20
1311 BORDER COLONIA ACCESS PROGRAM ROUND II	201,223.60	22,138.00	143,262.00	143,262.00	35,823.60	82.20
6 YEAR	201,223.60	22,138.00	143,262.00	143,262.00	35,823.60	82.20

AI-2193

19.H.1.

Purchase six (6) Ford F-150 Pickups (H-GAC)
CC REGULAR

Date: 01/29/2007
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Roli Flores
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Sheriff's Office

Agenda Item

CAPTION

Requesting authority to purchase through a Interlocal Agreement with Houston-Galveston Area Council (H-GAC) with Philpott Motors,"Six (6) 2007 Ford F-150 S-Cab V8 Pickup Trucks" in the amount of \$99,948.00. (2007-041)

BACKGROUND

1. Sheriff's Department Requisition
2. H-GAC Pricing Summary

Revenue & Expenditures

FISCAL YEAR: 07

ACCT. #: 7-1100-421-00-280-001-0-741

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$100,000.00 available balance as of 01/25/2007

Attachments

Link: [07-041 Pickups](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/24/2007 03:08 PM	APRV
2	Budget & Management	Dina Trevino	01/24/2007 04:41 PM	APRV
3	Sergio Cruz	Sergio Cruz	01/25/2007 12:11 PM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Roli Flores

Started On: 01/24/2007 09:33 AM

Final Approval Date:

Attn: Roli

DATE ENTERED: 1-23-07
REQUISITION #: 103861
DATE APPROVED: _____
P.O. #: _____

HIDALGO COUNTY SHERIFF'S OFFICE
ADMINISTRATION REQUISITION

DATE: 01/11/07
REQUESTED BY: TERESO CONTRERAS
BUDGET: 7-1100-421-00-280-001
OBJECT NUMBER: 741
CURRENT BALANCE: \$100,000.00
EXPENDITURE AMOUNT: \$99,948.00
NEW BALANCE: \$52.00
PURPOSE FOR EXPENDITURE: FOR FLEET USE

ITEM & DESCRIPTION	ITEM #	QTY	UNIT PRICE	TOTAL
2007 FORD F150 S-CAB V8		6	\$14,992.00	\$89,952.00
Published Options		6	\$1,686.00	\$10,116.00
Unpublished Options		6	\$80.00	\$480.00
H-GAC Administrative Fee		1	\$600.00	\$600.00
Price Adjustment-Special Sheriff Dept. Discount		6	\$200.00	\$1,200.00
GRAND TOTAL:				\$99,948.00

AWARDED VENDOR: Philpot Motors
Fleet Department
1400 U.S. Hwy 69 N
Nederland, Texas 77627
1-888-973-5338
\$99,948.00

CONTACT PERSON: Michael Wiley

H-GAC Contract (H-GAC Bid VE03-06)

DIVISION CAPT./CMDR.:
REVIEWED BY: *RO*
AUTHORIZED BY: *AM*

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks
H-GAC BID VE03-06

End User: HIDALGO COUNTY

Philpott Rep: MICHAEL WILEY

Contact: RICHARD OZUNA

Date: 11-Jan-07

Product Description: 2007 FORD F150 S-CAB V8

A. Bid Series: D24

A. Base Price: \$ **14,992.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
M1	FLOOR PLAN 30	\$ 319.00		4.6L V8 GAS/AUTOMATIC	INCL
M2	LOT INSURANCE 30	\$ 45.00		VINYL SEATS	INCL
52N	CRUISE CONTROL	\$ 125.00		RUBBER FLOOR	INCL
535	TRAILER TOW PACKAGE	\$ 221.00		AM-FM RADIO	INCL
	RECEIVER HITCH	INCL		ABS BRAKES	INCL
585	AM/FM CD PLAYER	\$ 199.00		FULL SPARE TIRE	INCL
85A	POWER GROUP	\$ 777.00		REAR BUMPER	INCL
	FRONT AND REAR WINDOWS			SHORT BED	INCL
	LOCKS AND MIRRORS			A/C	INCL
				6700# GVWR	INCL
				EXTENDED CAB	INCL

Total of B. Published Options: \$ **1,686.00**

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.5 %

Options	Bid Price	Options	Bid Price
PRE-DELIVERY INSPECTION	\$ 80.00	CLOTH SEATS	\$ -
		CUSTOMER PICK WILL PICK UP	

Total of C. Unpublished Options: \$ **80.00**

D. Contract Price Adjustment:	<u>SPECIAL SHERIFF DEPT. DISCOUNT</u>	\$ (200.00)
E. Delivery Charges:	<u>0</u> miles @ \$1.50/mile	\$ -
F. Total of A + B + C + D + E = F		\$ 16,558.00
G. Quantity Ordered <u>6</u> x F =		\$ 99,348.00
H. H-GAC Administrative Fee [from Fee Schedule, Table A]	\$600.00 PER PURCHASE ORDER	\$ 600.00

I.	Non-Equip Charges & Credits	\$ -
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC FEE	\$ 99,948.00

**Sheriff's Office-Sub Station(s)-Selection of Architect
CC REGULAR**

Date: 01/29/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Sheriff's Office

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Presentation for discussion, consideration and approval to select an architectural firm for the design and construction of sub-station(s) through the following options:

1. Utilizing the County's approved "pool" of architects/firms (by scoring, grading and evaluation a least three (3) firms) for the purposes of ranking and negotiating a contract; or, in the alternative;
2. Publication of a project specific Request for Qualifications for Architectural Services for the Design and Constrtion of Sub-station(s) for Hidalgo County; and, if applicable,

B. Designation of Commissioners Court or the selection/assignment of a committee to grade, score, evaluate Statements of Qualifications from the County approved "Pool" of architects/firms or the publication of a Request for Qualifications (for the purposes of ranking by CC) for the engagement of an architect/firm for the design and construction of sub-station(s) for Hidalgo County (Sheriff's Office)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [LIST OF ARCHITECTS](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 06:13 PM	APRV
2	Dale Kennan	Dale Kennan	01/25/2007 10:19 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:58 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Marty Salazar

Started On: 01/24/2007 03:43 PM

Final Approval Date:

RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: HIDALGO COUNTY ARCHITECTURAL SERVICES

RFQ NO.: 05-375-12-21-MSS

RFQ ACCEPTANCE DATE: December 28, 2005

ACCEPTANCE TIME: 9:30 A.M.

E-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 7, 2006 through February 7, 2007

AREA OF SPECIALIZATION

RFQ#	NAME OF COMPANY	PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA COMPLIANCE	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#06	Rike Ogden Figueroa Alex Architects, Inc. 1007 Walnut Ave. Mc Allen, TX 78501 Attn: Luis A. Figueroa, Principal (956) 686-7771 Fax: (956) 687-3433 E-mail: luis@rofainc.com	✓	✓	✓	✓		✓	✓	✓	✓			✓	
#07	Mata Villarreal Garcia Design Group, LLP 201 S. 10 th St. Suite 2 Mc Allen, TX 78501 Attn: Fernando Mata, AIA, Partner (956) 631-1945 Fax: (956) 631-1968 E-mail: fmata@mvgdesign.us	✓	✓				✓	✓	✓	✓	✓			
#08	Texas Design Concepts Inc. (TDCI) 301 North Cage Blvd., Suite 2-B Pharr, TX 78577 Attn: Jose A. Lopez, AIA/ASID, Principal (956) 783-1229 Fax: (956) 783-1240 E-mail: TDCI@TDCI.us	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	
#09	Reynaldo Vargas, Architect, Inc. dba V-A Architecture 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 E-mail: vaarchi@aol.com	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

AI-2142

20.A.

cert. for resolution / bond resolution
CC REGULAR

Date: 01/29/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Steve Crain, Legal Counsel
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Approval of Certificate for Resolution approving the Issuance of Bonds by Hidalgo County Health Services Corporation for the Benefit of Mission Hospital, Inc.
2. Approval of Resolution approving a Bond Resolution by Hidalgo County Health Services Corporation providing for the Issuance of Bonds for Mission Hospital, Inc.

BACKGROUND

Resolutions to be delivered to Agenda Administrator after review by Legal Counsel.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 11:44 AM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 10:20 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:54 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Monica Badillo

Started On: 01/22/2007 01:46 PM

Final Approval Date:

2006 Interdepartmental Transfer
CC REGULAR

Date: 01/29/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Fire Marshal's Office
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Requesting approval of 2006 interdepartmental transfer from various fire department accounts (1100) to various fire department accounts in the amount of \$18,600.00.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** See attached Expense Rpt
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [2006 Interdepartmental Transfer](#)

Link: [2006 Exp Rpt](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	01/25/2007 01:07 PM	APRV
2	Budget & Management	Dina Trevino	01/25/2007 03:40 PM	APRV
3	Sergio Cruz	Sergio Cruz	01/25/2007 04:25 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Dale Kennan

Started On: 01/24/2007 01:11 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: January 30, 2007

DEPARTMENT HEAD: VICTOR FONSECA, JR

DEPARTMENT NAME: HIDALGO COUNTY FIRE MARSHAL

ACCOUNT NUMBER: 6-1100-422-20-300-XXX-0-841

CONTACT PERSON: YOLANDA OROZCO **TELEPHONE NO.** 956/ 318-2656

SUBJECT: Inter-departmental 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 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
6-1100-422-20-300-016-0-841	Palmview Fire Department	(8,700.00)
6-1100-422-20-300-014-0-841	Misson Fire Department	(100.00)
6-1100-422-20-300-009-0-841	La Joya Fire Department	(2,600.00)
6-1100-422-20-300-015-0-841	Monte Alto Fire Department	(2,600.00)
6-1100-422-20-300-018-0-841	San Juan Fire Department	(2,400.00)
6-1100-422-20-300-017-0-841	Pharr Fire Department	(2,200.00)
6-1100-422-20-300-002-0-841	Alamo Fire Department	4,000.00
6-1100-422-20-300-004-0-841	Donna Fire Department	4,000.00
6-1100-422-20-300-008-0-841	Hidalgo Fire Department	600.00
6-1100-422-20-300-010-0-841	La Villa Fire Department	400.00
6-1100-422-20-300-005-0-841	Ecouch Fire Department	1,100.00
6-1100-422-20-300-007-0-841	Elsa Fire Department	4,200.00
6-1100-422-20-300-013-0-841	Mercedes Fire Department	4,300.00
		0.00

REASON: INTER-DEPARTMENTAL TRANSFER TO COVER EXPENDITURES FOR FIRE CALLS.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

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						
6-1100-422-20-300-002-0-841 ALAMO FIRE DEPT.	64,800.00	.00	64,400.00	64,400.00	400.00	99.38
6-1100-422-20-300-003-0-841 ALTON FIRE DEPT.	138,700.00	.00	137,900.00	137,900.00	800.00	99.42
6-1100-422-20-300-004-0-841 DONNA FIRE DEPT.	47,600.00	.00	47,600.00	47,600.00	.00	100.00
6-1100-422-20-300-005-0-841 EDCOUCH FIRE DEPT.	20,620.00	.00	20,620.00	20,620.00	.00	100.00
6-1100-422-20-300-006-0-841 EDINBURG FIRE DEPT.	126,200.00	.00	126,200.00	126,200.00	.00	100.00
6-1100-422-20-300-007-0-841 ELSA FIRE DEPT.	66,000.00	.00	64,800.00	64,800.00	1,200.00	98.18
6-1100-422-20-300-008-0-841 HIDALGO FIRE DEPT.	4,580.00	.00	4,580.00	4,580.00	.00	100.00
6-1100-422-20-300-009-0-841 LA JOYA FIRE DEPT.	34,800.00	.00	29,500.00	29,500.00	5,300.00	84.77
6-1100-422-20-300-010-0-841 LA VILLA FIRE DEPARTMENT	17,500.00	.00	17,000.00	17,000.00	500.00	97.14
6-1100-422-20-300-011-0-841 LINN-SAN MANUEL FIRE DEPT	56,400.00	.00	56,400.00	56,400.00	.00	100.00
6-1100-422-20-300-012-0-841 MCALLEN FIRE DEPT	12,700.00	.00	12,700.00	12,700.00	.00	100.00
6-1100-422-20-300-013-0-841 MERCEDES FIRE DEPT	46,400.00	.00	46,400.00	46,400.00	.00	100.00
6-1100-422-20-300-014-0-841 MISSION FIRE DEPT	50,000.00	.00	47,300.00	47,300.00	2,700.00	94.60
6-1100-422-20-300-015-0-841 MONTE ALTO FIRE DEPT	40,000.00	.00	34,900.00	34,900.00	5,100.00	87.25
6-1100-422-20-300-016-0-841 PALMVIEW ALTO FIRE DEPT	100,000.00	.00	85,700.00	85,700.00	14,300.00	85.70
6-1100-422-20-300-017-0-841 PHARR FIRE DEPT	8,700.00	.00	6,000.00	6,000.00	2,700.00	68.97
6-1100-422-20-300-018-0-841 SAN JUAN FIRE DEPT.	18,000.00	.00	14,300.00	14,300.00	3,700.00	79.44
6-1100-422-20-300-019-0-841 WESLACO FIRE DEPT.	79,000.00	.00	78,800.00	78,800.00	200.00	99.75
1100 GENERAL FUND	932,000.00	.00	895,100.00	895,100.00	36,900.00	96.04
6 YEAR	932,000.00	.00	895,100.00	895,100.00	36,900.00	96.04

AI-2206
County Judge
CC REGULAR

20.C.

Date: 01/29/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

County Judge's Office:
Discussion, consideration and approval to pay annual leave and comp time to the following employees: Employee No.

008699
146277
125962
148288
148229

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/24/2007 06:33 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 03:01 PM	APRV
3	Dina Trevino	Dina Trevino	01/25/2007 03:17 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Damaris San Miguel

Started On: 01/24/2007 11:35 AM

Final Approval Date:

**Pct. 1 BSEO/Operation Wrangler Appropriation of Funds
CC REGULAR**

Date: 01/29/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Constable Precinct #1:
Approval of appropriation of funds for Constable Precinct #1 Border Security Enhancement Operations/Operation Wrangler (1285) in the amount of \$100,000.00.

BACKGROUND

Interlocal Cooperation Agreement between County of Hidalgo and Texas Department of Public Safety was approved by Commissioner's Court on January 9, 2007.

Revenue & Expenditures

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	01/24/2007 05:58 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	01/25/2007 10:02 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:58 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Sergio Cruz
Started On: 01/24/2007 03:55 PM

Final Approval Date:

DATE: January 24, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR CONSTABLE PRECINCT #1

ACCOUNT NUMBER: 7-1285-421-00-291-006-7-XXX

SUBJECT: Budget Amendments (increases) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1285-421-00-291-006-7- 131	Const. Pct 1 BSEO/Operation Wrangler - Overtime	57,877.00
7-1285-421-00-291-006-7- 211	Const. Pct 1 BSEO/Operation Wrangler - Health Insurance	0.00
7-1285-421-00-291-006-7- 212	Const. Pct 1 BSEO/Operation Wrangler - Life Insurance	0.00
7-1285-421-00-291-006-7- 220	Const. Pct 1 BSEO/Operation Wrangler - FICA	4,428.00
7-1285-421-00-291-006-7- 230	Const. Pct 1 BSEO/Operation Wrangler - Retirement	5,163.00
7-1285-421-00-291-006-7- 250	Const. Pct 1 BSEO/Operation Wrangler - Unemployment Comp.	290.00
7-1285-421-00-291-006-7- 260	Const. Pct 1 BSEO/Operation Wrangler - Workers Comp.	4,156.00
7-1285-421-00-291-006-7- 432	Const. Pct 1 BSEO/Operation Wrangler - Equip. R&M Services	0.00
7-1285-421-00-291-006-7- 434	Const. Pct 1 BSEO/Operation Wrangler - Vehicle R&M Services	0.00
7-1285-421-00-291-006-7- 581	Const. Pct 1 BSEO/Operation Wrangler - In-County Travel	15,000.00
7-1285-421-00-291-006-7- 626	Const. Pct 1 BSEO/Operation Wrangler - Gasoline/Diesel Fuel	0.00
7-1285-421-00-291-006-7- 682	Const. Pct 1 BSEO/Operation Wrangler - Motor Vehicle Fuel	0.00
7-1285-421-00-291-006-7- 890	Const. Pct 1 BSEO/Operation Wrangler - Other	13,086.00
Revenue Account		
7-1285-334-10-291-006-7- 000	Const. Pct 1 BSEO/Operation Wrangler - Revenue	100,000.00
TOTAL BUDGET INCREASE (DECREASE)		100,000.00

REASON: REQUESTING AUTHORIZATION TO APPROPRIATE \$100,000.000 FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY-GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT/HIGHWAY PATROL - BORDER SECURITY ENHANCEMENT OPERATIONS PROJECT EFFECTIVE JANUARY 1, 2007 TO DECEMBER 31, 2007

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**Pct # 3 BSEO/Operation Wrangler Appropriation of Funds
CC REGULAR**

Date: 01/29/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Constable Precinct #3:
Approval of appropriation of funds for Constable Precinct #3 Border Security Enhancement Operations/Operation Wrangler (1285) in the amount of \$100,000.00.

BACKGROUND

Interlocal Cooperation Agreement between County of Hidalgo and Texas Department of Public Safety was approved by Commissioner's Court on January 9, 2007.

Revenue & Expenditures

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	01/24/2007 06:12 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	01/25/2007 10:23 AM	APRV
3	Purchasing Department	Marty Salazar	01/25/2007 11:58 AM	APRV
4	Auditor's Office			NEW
5	Agenda Coordinator			

Form Started By: Sergio Cruz

Started On: 01/24/2007 04:00 PM

Final Approval Date:

DATE: January 24, 2007

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR CONSTABLE PRECINCT #3

ACCOUNT NUMBER: 7-1285-421-00-293-009-7-XXX

SUBJECT: Budget Amendments (increases) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1285-421-00-293-009-7- 131	Const. Pct 3 BSEO/Operation Wrangler - Overtime	52,616.00
7-1285-421-00-293-009-7- 211	Const. Pct 3 BSEO/Operation Wrangler - Health Insurance	0.00
7-1285-421-00-293-009-7- 212	Const. Pct 3 BSEO/Operation Wrangler - Life Insurance	0.00
7-1285-421-00-293-009-7- 220	Const. Pct 3 BSEO/Operation Wrangler - FICA	4,026.00
7-1285-421-00-293-009-7- 230	Const. Pct 3 BSEO/Operation Wrangler - Retirement	4,694.00
7-1285-421-00-293-009-7- 250	Const. Pct 3 BSEO/Operation Wrangler - Unemployment Comp.	264.00
7-1285-421-00-293-009-7- 260	Const. Pct 3 BSEO/Operation Wrangler - Workers Comp.	3,778.00
7-1285-421-00-293-009-7- 432	Const. Pct 3 BSEO/Operation Wrangler - Equip. R&M Services	1,000.00
7-1285-421-00-293-009-7- 434	Const. Pct 3 BSEO/Operation Wrangler - Vehicle R&M Services	1,000.00
7-1285-421-00-293-009-7- 581	Const. Pct 3 BSEO/Operation Wrangler - In-County Travel	4,806.00
7-1285-421-00-293-009-7- 626	Const. Pct 3 BSEO/Operation Wrangler - Gasoline/Diesel Fuel	200.00
7-1285-421-00-293-009-7- 682	Const. Pct 3 BSEO/Operation Wrangler - Motor Vehicle Fuel	1,000.00
7-1285-421-00-293-009-7- 890	Const. Pct 3 BSEO/Operation Wrangler - Other	26,616.00
Revenue Account		
7-1285-334-10-293-009-7- 000	Const. Pct 3 BSEO/Operation Wrangler - Revenue	100,000.00
TOTAL BUDGET INCREASE (DECREASE)		100,000.00

REASON: REQUESTING AUTHORIZATION TO APPROPRIATE \$100,000.000 FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY-GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT/HIGHWAY PATROL - BORDER SECURITY ENHANCEMENT OPERATIONS PROJECT EFFECTIVE JANUARY 1, 2007 TO DECEMBER 31, 2007

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Position/ Slot Changes
CC REGULAR

Date: 01/29/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

County Clerk's Office
 Discussion, consideration and approval to revise the 2007 Salary Schedule including one (1) slot deletion, salary adjustments for additional duties, parity, and position title changes for the following:
 (effective next payperiod)

Slot No. 180-001- XXX	Old Position Title	New Position Title	Action	Reason	Old Amount	New Amount	Total Adjustment
0068	Collection Spec.	Deputy Clerk	Title Change	-	-	-	-
0069	Collection Spec.	Deputy Clerk	Title Change	-	-	-	-
0056	Deputy Clerk	-	Delete	-	16,621	-0-	-16,621
0003	Internal Auditor	Same	Salary Incr.	Parity	42,436	46,295	3,859
0061	Deputy Clerk	Same	Salary Incr.	Parity	21,350	23,642	2,292
0063	Deputy Clerk	Same	Salary Incr.	Parity	21,350	23,642	2,292
0033	Collection Spec.	Same	Salary Incr.	Addit. Duties/Parity	24,499	26,000	1,501
0034	Collection Spec.	Same	Salary Incr.	Addit. Duties/Parity	24,499	26,000	1,501
0042	Collection Spec.	Same	Salary Incr.	Addit. Duties/Parity	24,706	26,000	1,294
0043	Collection Spec.	Same	Salary Incr.	Addit. Duties/Parity	24,706	26,000	1,294
0044	Collection Spec.	Same	Salary Incr.	Addit. Duties/Parity	24,706	26,000	1,294
0045	Collection Spec.	Same	Salary Incr.	Addit. Duties/Parity	24,706	26,000	1,294

BACKGROUND

Collection Specialists have been given additional duties, they have been collecting court costs and fines for all nine (9) Justice of the Peace courts since April 01, 2006. Also setting parity for the Collection Specialist positions.

Budgetary Impact: None

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-40-180-001-0-XXX

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Budgetary Impact: None. RC 01-25-07

Attachments

Link: [Revised Salary Schedule](#)

Link: [Worksheet](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/25/2007 03:56 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Rosie Cantu

Started On: 01/25/2007 01:52 PM

Final Approval Date:

HIDALGO COUNTY 2007 SALARY SCHEDULE

COMMISSIONERS' COURT REPORT
Account Number: 1100-415-40-180-001-0
Department Name: CO CLERK

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	111	COUNTY CLERK	\$64,871.00	\$9,141.00	\$74,012.00	0	\$0.00	\$0.00	\$74,012.00	\$74,012.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$82,012.00
2	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
								s/b 3,859	s/b 46,295							
3	113	INTERNAL AUDITOR	\$41,200.00	\$0.00	\$41,200.00	0.03	\$1,236.00	—\$0.00	—\$42,436.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	113	DEPUTY CLERK	\$24,331.00	\$0.00	\$24,331.00	0.0675	\$1,642.00	\$0.00	\$25,973.00	\$24,921.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,921.00
5	113	DEPUTY CLERK	\$25,304.00	\$0.00	\$25,304.00	0.0675	\$1,708.00	\$0.00	\$27,012.00	\$26,688.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,688.00
6	113	DEPUTY CLERK	\$35,380.00	\$0.00	\$35,380.00	0.045	\$1,592.00	\$0.00	\$36,972.00	\$34,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,443.00
7	113	DEPUTY CLERK	\$30,000.00	\$0.00	\$30,000.00	0.0675	\$2,025.00	\$0.00	\$32,025.00	\$28,012.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,012.00
8	113	DEPUTY CLERK	\$21,594.00	\$0.00	\$21,594.00	0.0675	\$1,458.00	\$0.00	\$23,052.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
9	113	DEPUTY CLERK	\$31,130.00	\$0.00	\$31,130.00	0.045	\$1,401.00	\$0.00	\$32,531.00	\$28,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,755.00
10	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
11	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$21,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,350.00
12	113	DEPUTY CLERK	\$22,409.00	\$0.00	\$22,409.00	0.0675	\$1,513.00	\$0.00	\$23,922.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
14	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
15	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
16	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
17	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$21,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,236.00
18	113	DEPUTY CLERK	\$25,615.00	\$0.00	\$25,615.00	0.0675	\$1,729.00	\$0.00	\$27,344.00	\$27,344.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,344.00
19	113	DEPUTY CLERK	\$30,000.00	\$0.00	\$30,000.00	0.0675	\$2,025.00	\$0.00	\$32,025.00	\$27,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,000.00
20	113	DEPUTY CLERK	\$34,067.00	\$0.00	\$34,067.00	0.045	\$1,533.00	\$0.00	\$35,600.00	\$34,485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,485.00
21	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
23	113	DEPUTY CLERK	\$22,326.00	\$0.00	\$22,326.00	0.0675	\$1,507.00	\$0.00	\$23,833.00	\$23,833.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,833.00
24	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$21,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,236.00
25	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$21,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,236.00
26	113	ADMINISTRATIVE ASSISTANT	\$34,608.00	\$0.00	\$34,608.00	0.045	\$1,557.00	\$0.00	\$36,165.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
27	113	CHIEF DEPUTY	\$61,105.00	\$0.00	\$61,105.00	0.03	\$1,833.00	\$0.00	\$62,938.00	\$62,938.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,938.00
28	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$21,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,236.00
29	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
30	113	OFFICE MANAGER	\$53,532.00	\$0.00	\$53,532.00	0.03	\$1,606.00	\$0.00	\$55,138.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$20,891.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,891.00
32	113	COLLECTIONS SUPERVSR	\$41,200.00	\$0.00	\$41,200.00	0.03	\$1,236.00	\$0.00	\$42,436.00	\$40,901.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,901.00
								s/b 1,501	s/b 2,600							
33	113	COLLECT SPECIALIST	\$22,950.00	\$0.00	\$22,950.00	0.0675	\$1,549.00	—\$0.00	—\$24,499.00	\$24,499.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,499.00

HIDALGO COUNTY 2007 SALARY SCHEDULE

COMMISSIONERS' COURT REPORT
Account Number: 1100-415-40-180-001-0
Department Name: CO CLERK

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
								s/b 1,501	s/b 2,600							
34	113	COLLECT SPECIALIST	\$22,950.00	\$0.00	\$22,950.00	0.0675	\$1,549.00	\$0.00	\$24,499.00	\$24,499.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,499.00
35	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$21,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,236.00
36	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
37	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
38	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
39	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
40	113	EXECUTIVE ASST	\$34,608.00	\$0.00	\$34,608.00	0.045	\$1,557.00	\$0.00	\$36,165.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41	113	COLLECT SPECIALIST	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$23,485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,485.00
								s/b 1,294	s/b 26,000							
42	113	COLLECT SPECIALIST	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$20,282.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,282.00
								s/b 1,294	s/b 26,000							
43	113	COLLECT SPECIALIST	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
								s/b 1,294	s/b 26,000							
44	113	COLLECT SPECIALIST	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
								s/b 1,294	s/b 26,000							
45	113	COLLECT SPECIALIST	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
46	113	DEPUTY CLERK	\$29,808.00	\$0.00	\$29,808.00	0.0675	\$2,012.00	\$0.00	\$31,820.00	\$31,820.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,820.00
47	113	DEPUTY CLERK	\$23,121.00	\$0.00	\$23,121.00	0.0675	\$1,561.00	\$0.00	\$24,682.00	\$24,682.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,682.00
48	113	DEPUTY CLERK	\$20,830.00	\$0.00	\$20,830.00	0.0675	\$1,406.00	\$0.00	\$22,236.00	\$21,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,236.00
49	113	DEPUTY CLERK	\$23,121.00	\$0.00	\$23,121.00	0.0675	\$1,561.00	\$0.00	\$24,682.00	\$24,682.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,682.00
50	113	DEPUTY CLERK	\$23,121.00	\$0.00	\$23,121.00	0.0675	\$1,561.00	\$0.00	\$24,682.00	\$24,682.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,682.00
51	113	DEPUTY CLERK	\$23,121.00	\$0.00	\$23,121.00	0.0675	\$1,561.00	\$0.00	\$24,682.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
52	113	DEPUTY CLERK	\$23,121.00	\$0.00	\$23,121.00	0.0675	\$1,561.00	\$0.00	\$24,682.00	\$24,682.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,682.00
53	114	DEPUTY CLERK	\$15,029.00	\$0.00	\$15,029.00	0.0675	\$1,014.00	\$0.00	\$16,043.00	\$15,990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,990.00
54	114	DEPUTY CLERK	\$15,029.00	\$0.00	\$15,029.00	0.0675	\$1,014.00	\$0.00	\$16,043.00	\$15,990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,990.00
55	114	DEPUTY CLERK	\$15,029.00	\$0.00	\$15,029.00	0.0675	\$1,014.00	\$0.00	\$16,043.00	\$15,990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,990.00
56	114	DEPUTY CLERK DELETE	\$15,570.00	\$0.00	\$15,570.00	0.0675	\$1,051.00	\$0.00	\$16,621.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
57	114	DEPUTY CLERK	\$15,029.00	\$0.00	\$15,029.00	0.0675	\$1,014.00	\$0.00	\$16,043.00	\$15,990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,990.00
58	114	DEPUTY CLERK	\$15,029.00	\$0.00	\$15,029.00	0.0675	\$1,014.00	\$0.00	\$16,043.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59	114	DEPUTY CLERK	\$15,029.00	\$0.00	\$15,029.00	0.0675	\$1,014.00	\$0.00	\$16,043.00	\$15,990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,990.00
60	113	DEPUTY CLERK	\$20,000.00	\$0.00	\$20,000.00	0.0675	\$1,350.00	\$0.00	\$21,350.00	\$20,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,236.00
								s/b 2,292	s/b 23,642							
61	113	DEPUTY CLERK	\$20,000.00	\$0.00	\$20,000.00	0.0675	\$1,350.00	\$0.00	\$21,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

HIDALGO COUNTY 2007 SALARY SCHEDULE

COMMISSIONERS' COURT REPORT
Account Number: 1100-415-40-180-001-0
Department Name: CO CLERK

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
62	113	Deputy Clerk	\$20,000.00	\$0.00	\$20,000.00	0.0675	\$1,350.00	\$0.00	\$21,350.00	\$21,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,350.00
								s/b 2,292	s/b 23,642							
63	113	DEPUTY CLERK	\$20,000.00	\$0.00	\$20,000.00	0.0675	\$1,350.00	\$0.00	\$21,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64	113	WARRANT OFFICER - DEPUTY SHERIFF STEP II	\$34,060.00	\$0.00	\$34,060.00	0.035	\$1,192.00	\$0.00	\$35,252.00	\$35,252.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,252.00
65	113	COURTS MANAGER	\$46,350.00	\$0.00	\$46,350.00	0.03	\$1,390.00	\$0.00	\$47,740.00	\$47,740.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,740.00
66	113	DEPUTY CLERK	\$23,243.00	\$0.00	\$23,243.00	0.0675	\$1,569.00	\$0.00	\$24,812.00	\$22,236.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,236.00
67	113	DEPUTY CLERK	\$20,000.00	\$0.00	\$20,000.00	0.0675	\$1,350.00	\$0.00	\$21,350.00	\$20,215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,215.00
68	113	COLLECTION SPECIALIST	\$0.00	\$25,000.00	\$25,000.00	0	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
69	113	COLLECTION SPECIALIST	\$0.00	\$25,000.00	\$25,000.00	0	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$1,666,310.00	\$59,141.00	\$1,725,451.00		\$94,039.00	\$0.00	\$1,819,490.00	\$1,482,231.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$1,490,231.00

S/B DEPUTY CLERK

***NO BUDGETARY IMPACT

**HIDALGO COUNTY
COUNTY CLERK'S OFFICE
DETAILED POSITION/SLOT CHANGES SUMMARY
ACCOUNT NO. 7-1100-415-40-180-001-0-XXX**

Slot No.	Old Position Title	New Position Title	Action	Reason	Old Amount	New Amount	Total Adjustment
180-001-068	Collection Specialist	Deputy Clerk	Title Change	-	-	-	-
180-001-069	Collection Specialist	Deputy Clerk	Title Change	-	-	-	-
180-001-056	Deputy Clerk	-	Delete	-	16,621.00	0.00	-16,621.00
180-001-003	Internal Auditor	Same	Salary increase	-	42,436.00	46,295.00	3,859.00
180-001-061	Deputy Clerk	Same	Salary increase	-	21,350.00	23,642.00	2,292.00
180-001-063	Deputy Clerk	Same	Salary increase	-	21,350.00	23,642.00	2,292.00
180-001-033	Collection Specialist	Same	Salary increase	Additional Duties/Parity	24,499.00	26,000.00	1,501.00
180-001-034	Collection Specialist	Same	Salary increase	Additional Duties/Parity	24,499.00	26,000.00	1,501.00
180-001-042	Collection Specialist	Same	Salary increase	Additional Duties/Parity	24,706.00	26,000.00	1,294.00
180-001-043	Collection Specialist	Same	Salary increase	Additional Duties/Parity	24,706.00	26,000.00	1,294.00
180-001-044	Collection Specialist	Same	Salary increase	Additional Duties/Parity	24,706.00	26,000.00	1,294.00
180-001-045	Collection Specialist	Same	Salary increase	Additional Duties/Parity	24,706.00	26,000.00	1,294.00

Total Adjustments 16,621.00
Deletions -16,621.00

Estimated Budgetary Impact
NONE 0.00

AI-2246

20.G.

**Inter Departmental Transfer - Pct. 1 BCAP to Pct. 2 BCAP \$156,534.24
CC REGULAR**

Date: 01/29/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of Inter Departmental revenue transfer from Pct. 1 BCAP to Pct. 2 BCAP in the amount of \$156,534.24.

BACKGROUND

Approved by commissioners' court August 22, 2006

Revenue & Expenditures

Attachments

Link: [Inter Departmental Transfer - Pct. 1 BCAP to Pct. 2 BCAP \\$156,534.24](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	01/25/2007 03:19 PM	APRV
2	Budget & Management	Dina Trevino	01/25/2007 03:57 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Damaris San Miguel

Started On: 01/25/2007 01:15 PM

Final Approval Date:

AI-2241

20.H.

Budget Amendment
CC REGULAR

Date: 01/29/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval to inappropriate funds for fund 1315-TXDOT Projects in the amount of 13,274.79.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	01/25/2007 01:23 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 01:51 PM	APRV
3	Budget & Management	Dina Trevino	01/25/2007 04:22 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Agenda Coordinator			

Form Started By: Damaris San Miguel **Started On:** 01/25/2007 10:54 AM

Final Approval Date:

DATE: 1/24/2007
 DEPARTMENT HEAD: Valde Guerra, Comm. Court Executive
 DEPARTMENT NAME: Budget & Management c/o Cert Of Oblig 2004
 ACCOUNT NUMBER: 6-1334-491-01-000-315-0-891 and 6-1335-391-01-000-334-0-000
 SUBJECT: Budget Amendments

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.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1334-491-01-000-315-0-891	Transfer Out - TXDOT Projects	\$ (13,274.79)
6-1315-391-01-000-334-0-000	Transfer In - Cert of Obligation, 2004	(13,274.79)
TOTAL BUDGET INCREASE REQUEST		\$ -

REASON:

To unappropriate transfer out to Fund 1315 from Fund 1334 and reduce transfer in from Fund 1334 to Fund 1315. Amount budgeted for Mile 2 West - Road is not needed since expenditure was paid out of Note Proceed due to Advance Funding Agreement refund from TXDOT.

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONERS' COURT

_____/_____/_____
 DATE ATTEST COUNTY CLERK

AI-2245

20.I.

Budget Amendment
CC REGULAR

Date: 01/29/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 appropriation of funds for C.O, 2004 (1334) in the amount of \$82,385.00.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	01/25/2007 02:04 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	01/25/2007 02:06 PM	APRV
3	Dina Trevino	Dina Trevino	01/25/2007 03:32 PM	APRV
4	Sergio Cruz	Sergio Cruz	01/25/2007 04:50 PM	APRV
5	Budget & Management	Dina Trevino	01/25/2007 05:39 PM	APRV
6	Purchasing Department			NEW
7	Auditor's Office			
8	Agenda Coordinator			

Form Started By: Damaris San Miguel

Started On: 01/25/2007 11:31 AM

Final Approval Date:

DATE: 1/24/2007
 DEPARTMENT HEAD: Valde Guerra, Comm. Court Executive
 DEPARTMENT NAME: Budget & Management c/o Cert Of Oblig 2004
 ACCOUNT NUMBER: 7-1334-412-40-220-010-0-431
 SUBJECT: Budget Amendments

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.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1334-412-40-220-010-0-431	C.O., 2004 - BLDG & GRDS - CRTHSE BLDG R&M	\$ 82,385.00
TOTAL BUDGET INCREASE REQUEST		\$ 82,385.00

REASON:

To appropriate funds for the courthouse 398th DC repairs and renovations.

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONERS' COURT

____/____/____
 DATE

 ATTEST COUNTY CLERK

AI-2243

20.J.

Budget Amendment
CC REGULAR

Date: 01/29/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval to appropriate interest earned for C.O., 2002 - Juvenile Department in the amount of \$2,308.85.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	01/25/2007 02:02 PM	APRV
2	Budget & Management	Dina Trevino	01/25/2007 03:43 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Damaris San Miguel

Started On: 01/25/2007 11:01 AM

Final Approval Date:

DATE: 1/24/2007
 DEPARTMENT HEAD: Valde Guerra, Comm. Court Executive
 DEPARTMENT NAME: Budget & Management c/o Cert Of Oblig 2002
 ACCOUNT NUMBER: 6-1332-423-32-330-034-0-720
 SUBJECT: Budget Amendments

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.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1332-423-32-330-034-0-720	C.O., 2002 - Juvenile Dept. - Buildings	\$ 2,308.85
6-1332-361-10-000-000-0-000	Interest Earnings - Revenue	2,308.85
TOTAL BUDGET INCREASE REQUEST		\$ 2,308.85

REASON:

1. To increase estimated revenues for actual revenues received to cover PO#540311 for VA Architecture for Juvenile Justice Center.
2. To appropriate interest earned of \$2,308.85 to cover PO#540311 for VA Architecture for Juvenile Justice Center.

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONERS' COURT

____/____/_____
 DATE ATTEST COUNTY CLERK

AI-2233

20.M.

**COPS Monte Alto ISD Interfund Transfer
CC REGULAR**

Date: 01/29/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2006 interfund transfer from COPS-Monte Alto ISD (1284) to County Wide Administration (1100) in the amount of \$3,475.79.

BACKGROUND

Revenue & Expenditures

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	01/25/2007 10:51 AM	APRV
2	Purchasing Department	Marty Salazar	01/25/2007 12:01 PM	APRV
3	Auditor's Office			NEW
4	Agenda Coordinator			

Form Started By: Sergio Cruz

Started On: 01/25/2007 09:23 AM

Final Approval Date:

AI-2236

20.N.

**COPS South Texas ISD Interfund Transfer
CC REGULAR**

Date: 01/29/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2006 interfund transfer from COPS-South Texas ISD (1284) to County Wide Administration (1100) in the amount of \$25,159.43.

BACKGROUND

Revenue & Expenditures

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	01/25/2007 04:08 PM	APRV
2	Sergio Cruz	Sergio Cruz	01/25/2007 04:19 PM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Sergio Cruz

Started On: 01/25/2007 09:33 AM

Final Approval Date:

AI-2237

20.O.

**COPS Valley View ISD Interfund Transfer
CC REGULAR**

Date: 01/29/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2006 interfund transfer from COPS-Valley View ISD (1284) to County Wide Administration (1100) in the amount of \$315.69.

BACKGROUND

Revenue & Expenditures

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	01/25/2007 04:10 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Agenda Coordinator			

Form Started By: Sergio Cruz
Started On: 01/25/2007 09:41 AM

Final Approval Date:

AI-2201

20.P.

**2006-Interdepartmental Transfer
CC REGULAR**

Date: 01/29/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Various Departments
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Requesting approval of 2006 Interdepartmental transfer from County Wide Admin. to various General Fund (1100) accounts.

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:
Available balance is \$93,241.39 as of 1-26-07.

Attachments

Link: [2006 Interdepartmental Transfer](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan	Dale Kennan	01/26/2007 09:27 AM	APRV
2	Budget & Management			NEW
3	Purchasing Department			
4	Auditor's Office			
5	Agenda Coordinator			

Form Started By: Dale Kennan **Started On:** 01/24/2007 10:45 AM

Final Approval Date:

DATE: January 26, 2007

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	-57,187.44
6-1100-412-00-001-001-0-113	92ND DC-PERM F/T EMPLOYEES	564.54
6-1100-412-00-001-001-0-116	92ND DC-INTERPRETER PAY	115.39
6-1100-412-00-001-001-0-220	92ND DC-FICA	59.00
6-1100-412-00-001-001-0-230	92ND DC-RETIREMENT	60.65
6-1100-412-00-001-001-0-250	92ND DC-UNEMPLOYMENT COMP	3.40
6-1100-412-00-001-001-0-260	92ND DC-WORKERS COMP	42.47
6-1100-412-00-021-001-0-630	CCL#1-FOOD	123.85
6-1100-412-00-024-001-0-607	CCL#4-CLEANING & JANITORIAL SUPPLIES	0.67
6-1100-412-00-024-001-0-630	CCL#4-FOOD	0.55
6-1100-412-00-080-002-0-113	CRIM DA-PERM F/T EMPLOYEES	2,128.12
6-1100-412-00-080-002-0-220	CRIM DA-FICA	169.09
6-1100-412-00-080-002-0-230	CRIM DA-RETIREMENT	197.72
6-1100-412-00-080-002-0-540	CRIM DA-ADVERTISING	1,706.67
6-1100-412-00-080-002-0-611	CRIM DA-POLICE & CAMERA SUPPLIES	172.95
6-1100-412-00-080-002-0-831	CRIM DA-COURT COSTS & INVESTIGATION	903.71
6-1100-412-00-090-001-0-220	DIST CLERK-FICA	10.18
6-1100-412-00-090-001-0-250	DIST CLERK-UNEMPLOYMENT COMP	0.65
6-1100-415-00-200-002-0-665	COMPUTER DEPT-MINOR COMPUTER EQUIPMENT	1,481.99
6-1100-415-15-140-001-0-220	TAX OFF-FICA	0.60
6-1100-415-15-140-001-0-230	TAX OFF-RETIREMENT	0.70
6-1100-415-15-140-002-0-350	TAX OFF LOCK BOX SRV-CONTRACTUAL SERVICE	521.25
6-1100-415-30-115-021-0-333	GENERAL LITIGATION-LEGAL SERVICES	436.43
6-1100-415-40-180-001-0-113	CO CLERK-PERM F/T EMPLOYEES	92.21
6-1100-415-40-180-001-0-230	CO CLERK-RETIREMENT	8.22
6-1100-415-40-180-001-0-250	CO CLERK-UNEMPLOYMENT COMP	0.45
6-1100-419-40-220-003-0-605	CRTHSE PK LOT-CLOTHING & UNIFORMS	77.15
6-1100-421-00-280-001-0-220	SHERIFF-FICA	24.14
6-1100-421-00-280-001-0-230	SHERIFF-RETIREMENT	28.15
6-1100-421-00-280-001-0-250	SHERIFF-UNEMPLOYMENT COMP	1.58
6-1100-421-00-280-001-0-260	SHERIFF-WORKERS COMP	2.05
6-1100-421-00-280-001-0-666	SHERIFF-MINOR OFFICE FURNITURE	807.45

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
6-1100-421-00-293-001-0-605	CONSTABLE PCT.3-CLOTHING & UNIFORMS	4.00
6-1100-423-60-330-002-0-250	JUV PROB-UNEMPLOYMENT COMP	0.18
6-1100-423-60-330-002-0-260	JUV PROB-WORKERS COMP	3.66
6-1100-423-60-330-002-0-590	JUV PROB-ROOM & BOARD	46,398.75
6-1100-441-00-340-003-0-230	HEALTH CLINICS-RETIREMENT	20.84
6-1100-441-00-340-003-0-411	HEALTH CLINICS-WATER	109.77
6-1100-444-00-370-001-0-113	VETERAN'S SRV-PERM F/T EMPLOYEES	319.27
6-1100-444-00-370-001-0-220	VETERAN'S SRV-FICA	26.54
6-1100-444-00-370-001-0-230	VETERAN'S SRV-RETIREMENT	35.64
6-1100-444-00-370-001-0-250	VETERAN'S SRV-UNEMPLOYMENT COMP	1.79
6-1100-461-00-380-001-0-679	TX COOP EXTENSION-OTHER R&M SUPPLIES	305.63
6-1100-466-00-122-018-0-583	PCT 2 CRC-TRAVEL OUT OF COUNTY	219.39
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer from Co. Wide Adm. -Contingency into various departments to clear negative balances for 2006 and to fund needed accounts in 2006.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

