

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
February 27, 2007
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Open Forum**
5. **Approval of Consent Agenda**
6. **Health & Human Services Department - Eddie Olivarez:**
 - A. Discussion and/or action, including but not limited to Indigent Health Care Program and/or Expenditures
 - B. AI-2576
 1. Requesting authorization and approval to appropriate the Health Department's Administration Program Income budget in the amount of \$200,000.00 for the period 01/01/07 to 12/31/07 (Acct #7-1293-441-00-340-005-0).
 2. Requesting authorization and approval of the attached Administration Program Income Budget and Salary schedules for the period 01/01/07 to 12/31/07 (Acct #7-1293-441-00-340-005-0)
 - C. AI-2677 Discussion and possible action on the International Valley Health Institute and their grant application for a preventive health initiative and identification of matching source
7. **Buildings & Grounds - Daniel Flores:**

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

 - A. Renovations of administration building
 - B. Other ongoing county owned building construction, renovation repair projects
 - C. Emergency situations occurring since last agenda meeting
8. **IT Department - Renan Ramirez:**
 - A. AI-2612 Discussion, consideration and approval to purchase one (1) data card for J.P.Pct. 2, Pl.1
9. **HIDTA - Task Force - Dora Munoz:**
 - A. AI-2679 Requesting authorization for the County Judge to execute the Federal Certification Report for fiscal year 2006
10. **Urban County - Diana Serna:**
 - A. AI-2584 Approval of a Budget and Program Amendment for the City of Granjeno Urban County Program Year 17 (2004) and Year 18 (2005) to create funding for water/sewer improvements totaling \$367,000.00 and revise the existing work plan.
 - B. AI-2587 Urban County Program on behalf of City of Granjeno is requesting approval to award a construction contract to Sol Technologies, LLC for the purchase and installation of solar street lighting throughout the City of Granjeno utilizing Urban County Program Year 18 (2005) street improvement funds and a grant from USDA Rural Development totaling \$313,840.00.

- C. [AI-2598](#) Urban County Program is requesting authorization to designate March 30, of each year as the submission date for cities to submit their previous year's audit.
- D. [AI-2647](#) Approval to award a Construction Contract with Saenz Utility for the installation of an 8" water line in the amount of \$31,635.00 utilizing Urban County Precinct 1 recaptured/forfeited funds from the City of Edcouch 2005 & 2006 Water / Sewer Improvement

11. Office of the County Judge:

- A. [AI-2661](#) Approval of Resolution honoring Dr. Shirley A. Reed as the Border Texan of the Year
- B. [AI-2681](#)
 - 1. Consideration and approval to rescind action taken on 2/13/07 appointing member to the Rio Grande Valley Health Services District
 - 2. Consideration and approval to appoint member to the RGV Health Services District

12. Elections Administration - Teresa Navarro:

- A. [AI-2668](#) Discussion, consideration and action on the following:
 - 1. May 12, 2007 Constitutional Amendment Election as ordered by Legislation on February 21, 2007
 - 2. May 12, 2007 Constitutional Amendment Election Early Voting Sites
 - 3. May 12, 2007 Constitutional Amendment Election Day Sites
- B. [AI-2573](#)
 - 1. Elections Service Agreement (election contract) between the County of Hidalgo and the City of Mercedes, Texas for their May 12, 2007 City Commission Election
 - 2. Elections Service Agreement (leasing of voting system) between the County of Hidalgo and the City of Mercedes, Texas for their May 12, 2007 City Commission Election

13. Head Start Program - Teresa Flores:

- A. [AI-2653](#) Recognition of the Ten (10) Blue Ribbon Centers
- B. [AI-2658](#) Discussion/Approval of Hidalgo County Head Start Program Self Assessment and Corrective Action Plans
- C. [AI-2657](#) Presentation for Discussion and Approval for Certificate of Payment #4 and Change Order No. 1 in Connection with the Relocation of McAllen III Head Start Center under Purchase Order No 68040
- D. [AI-2656](#) Discussion/Approval to Advertise for Request for Qualifications (RFQs) for the Following Services:
 - 1. Medical and Dental Providers
 - 2. Mental Health Providers
 - 3. Special Services Providers
- E. [AI-2655](#) Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition
- F. [AI-2654](#) Presentation of LAP-D Mid Year Results

14. Sheriff's Office - Chief Martinez:

- A. [AI-2578](#) Requesting authorization for the County Judge to execute the Federal Annual Certification Report for Fiscal Year 2006, as required by the U.S. Department of Justice as a prerequisite to the distribution of Equitably Shared Funds and Property to the Sheriff's Office
- B. [AI-2636](#) Approval to appropriate the December 31, 2006 Fund Balance (Unreserved) in the amount of \$101,907.49 in the Sheriff's Federal Sharing - U.S. Department of Treasury Fund for the year 2007.
- C. [AI-2639](#) Approval to appropriate the December 31, 2006 Fund Balance (Unreserved) in the amount of \$117,345.10 in the Sheriff's Federal Sharing - U.S. Department of Justice Fund for the year 2007.

- D.** AI-2659 1) Approval to appropriate the December 31, 2006 Fund Balance (Unreserved) in the amount of \$172,502.09 in the Sheriff's Investigation Fund 1227-HB 65 for the year 2007; and,
- 2) Approval to appropriate monies received on a seizure award in the Sheriff's Investigation Fund 1227-HB 65 in the amount of \$43,012.63 for a total of \$215,514.72.

15. Planning Department - Raul Sesin:

- A.** AI-2620
1. PRELIMINARY APPROVAL
 - a. Linn-Tex Subdivision – Pct. 4 (Francisco Cerda)
 - b. Alamo Crossing Subdivision – Pct. 2 (Roel Rodriguez)
 - c. Maiz Acres No. 4 Subdivision – Pct. 1 (Evon Harbison)
 - d. Huisache Acres No. 8 Subdivision – Pct. 1 (Rick Harbison)
 - e. La Joya ISD No. 22 Subdivision – Pct. 3 (Elda Benavides)
 2. FINAL APPROVAL
 - a. Stonny Brook Subdivision Ph. 1 – Pct. 4 (Antonio Villarreal)
 3. FINAL APPROVAL WITH FINANCIAL GUARANTEE
 - a. Evergreen Valley Estates Ph. 3 – Pct. 4 (Tillman Welch)
 - b. MGM Grand Ranches Ph. 4-B – Pct. 4 (Richard Garza)
 4. REIMBURSEMENT OF A CASH DEPOSIT
 - a. Sendero Trails Ph. I Subdivision – Pct. 4 (Elio Botello)

16. Right of Way - Joe Pena:

- A.** AI-2616 Authorization for action and/or approval to issue payment in compliance with Warranty Deed Document # 1071156 in Deed Records, Hidalgo County, Texas the amount of \$17,820.00 to William W. Arnold, Bette Jean Arnold, Allen A. Arnold and Letitia L. Arnold
- B.** AI-2688 Approval of right of way permit for Weslaco Independent School District:
* Bury a fiber optic line installed via directional boring and contained within two or more 1 1/4" SDR-11 conduits. (South Westgate Drive and 4th Street to 18th Street).

17. Tax Office - Armando Barrera:

- A.** AI-2592 Presentation and discussion on appraisal and taxation of mobile homes, park models, and travel trailers

18. Colonia Access Program - Agapito Vargas:

- A.** AI-2651 Discussion and possible approval of Interlocal Agreement between the City of Pharr and County of Hidalgo Colonia Access Program for Round II - Border Colonia Access Program - SouthFork Estates CSJ:2C1080683

19. Precinct #2 - Comm. Palacios:

- A.** AI-2687 Authorization and approval to enter into a Lease Agreement for the purpose of stock piling caliche, asphalt & dirt for Colonia Project - Primavera Subdivision

20. Precinct #3 - Comm. Flores:

- A.** AI-2593 Requesting approval to appropriate funds from Precinct #3 Road & Bridge (1203) unreserved fund balance into operating budgets.
- B.** AI-2641 Requesting addendum to a consent for Federal Government to enter upon County property, approved in Commissioner's Court on August 8, 2006.

21. Precinct #4 - Comm. Garza:

- A.** AI-2609
1. Approval of appropriation of funds for Precinct #4 Paved/Unpaved Roads in the amount of \$923,867.01
 2. Approval of appropriation of funds for Precinct #4 Administration in the amount of \$10,000.00
 3. Approval of appropriation of funds for Precinct #4 Parks in the amount of \$226,911.78

22. Purchasing Department - Marty Salazar:

NOTES:

1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.

2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED

A.

Hidalgo County

1. New Hidalgo County Jail

Total Inmate Population: _____
Physical Count: _____
Males (in house): _____
Females (in house): _____
Out of County Facility: _____
La Villa: _____
Brooks Co. _____
Frio: _____
Other (n/c): _____
Federal Prisoners: _____
Adj./Sentenced to TDC: _____
Total Paper Ready TDC: _____
No. Over 45 Days: _____
Pending Paperwork/Courts: _____
Pending Charges/Courts: _____

2. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

3. New Adult Detention Facility and Law Enforcement Center Projects:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

4. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with County-owned building and property, fka, the Kmart Property:

- a) General status report by project architect (when necessary) or purchasing department
- b) other related items

5. AI-2667

A. Presentation for discussion, consideration, and action to select an architect/firm (score, grade, and evaluate at least three firms) utilizing the County's approved "Pool" of Architects in connection with the design and construction of additional office space at the K-Mart Site for the purpose of housing various County departments including, but not limited to:

- 1. Hidalgo County Commissioner's Court
- 2. Hidalgo County Judge's Office
- 3. Hidalgo County Human Resources Department
- 4. Hidalgo County Information Technologies (support offices)
- 5. Other County Departments; or, in the alternative,

B. Authority to advertise a project specific Request for Qualifications for the design and construction of additional office space on Kmart Building site to accommodate the various County departments detailed above.

6. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with construction of a new facility to house the Hidalgo County Adult Probation Dept.:

- a) General status report by project architect (when necessary) or purchasing department
- b) Other related items

7. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with construction of a new Hon Mario E. Ramirez, Jr. Juvenile Detention Facility:

- a) General status report by project architect (when necessary) or purchasing department
- b) Other related items

8. [AI-2589](#) Recommending award of bid and approval of contracts to multiple vendors meeting all specifications and/or requirements for "Flexible Base Material "Crushed Caliche", project.
9. [AI-2622](#) Recommending of bid award and approval of contract (subject to legal review) to sole bidder meeting all specifications as attached hereto for:"Hidalgo County Industrial Welding Services and Supplies" RFB No. 2007-037-02-14-MSS.
10. [AI-2607](#) Presentation for consideration, discussion, acceptance and approval of Fleet Fueling System Application (ORIGINAL) to be forwarded to Arguindegui Oil Co. II, Ltd. as submitted by the following listed departments detailing the "holder and user" under awarded contract for "Gasoline, On & Off Highway Diesel Fuel".
- Departments:
-Risk Management
-Building and Grounds
11. [AI-2625](#) Requesting approval to surplus numerous vehicles "county and seized vehicles" for the purpose of disposition through auction and as set forth under Texas Local Government Code, Section 263.152. (a)(1)as detailed on Exhibit "A" and attached hereto.
12. [AI-2626](#) Requesting approval to surplus numerous pieces of equipment "county and seized equipment" as requested by Hidalgo County Departments for the purpose of disposition through auction and as set forth under Texas Local Government Code, Section 263.152. (a)(1) as detailed on Exhibit "A" and attached.
13. [AI-2637](#) A. Approval to reject the sole response received in connection with Hidalgo County's Request for Proposals for: Consulting Services-Indigent Care Program/Liaison to/with Health Services Providers inasmuch as County did not take action to consider an award before the date specified in the RFP packet;
- B. Requesting authority to advertise a Request for Proposals for: Consulting Services-Indigent Care Program/Liaison to/with Health Services Providers for Hidalgo County;
14. [AI-2644](#) Presentation for discussion, considertion, acceptance and approval of final Hidalgo County GASB-34 Roadway Assessment Study Report from TEDSI Infrstructure Group with a reporting period through December 31, 2006 in Accordance with GASB-34 Crtieria/Requirements and fulfills the scope of work of Supplemental #2.
15. [AI-2617](#) A. Approval of Request for Payment No. 19 in the amount of \$132,298.90 from Descon Construction, L.P., contracted vendor for "Juvenile Justice Center" and certified for payment by project architect, V-A Architecture; C-05-007-08-02
- B. Approval of Request for Payment Invoice No. 6417 in the amount of \$5,000.0 from Quintanilla, Headley, & Associates, Inc., contracted vendor for "Juvenile Justice Center" and certified for payment by project achitect, V-A Architecture. C-02-184-06-04
16. [AI-2652](#) Requesting approval for Purchasing Department applicable staff to provide "Affidavit(s)" in connection with ownership status of a County-owned vehicle (declared surplus for disposition and sold through auction on 4-30-05) as requested by an attorney attempting to clear and transfer title for new owner.
17. [AI-2676](#) Requesting authority to purchase computer equipment and peripherals from state awarded vendors through our participation with TBPC or Cooperativve Purchasing Programs for the following:

REQ.	DEPARTMENT	VENDOR	AMOUNT	ACCOUNT NUMBER
104271	I.T. for Justice Crt Tech	DELL	\$2,046.28	7-1242-412-00-060-001-0-745
105303	I.T.	DELL	\$2,010.96	7-1100-415-00-200-002-0-745

18. AI-2619 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with Online Research Services for Hidalgo County with Lexis Nexis.
B. Requesting approval of agreement(s) if applicable for "Online Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s): District Attorney

19. AI-2569 Presentation for consideration, discussion and action (if applicable) to award to the sole bidder meeting all specifications and requirements with the approval of contract (subject to legal review) for " Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products". RFB No. 2007-22-02-07-otm

B. Prct. 1

1. AI-2579 A. Presentation for consideration, discussion, acceptance and approval of the CORRECTED Work Authorization #4 in the amount of \$ 98,401.65 with Rodriguez Engineering to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-06-217-07-18 for "General Engineering Services for the design plans along with construction staking for Victoria Road from Exp. 83 North 3.72 miles"
B. Presentation for consideration, discussion, acceptance and approval of the CORRECTED Invoice No. 0611 in the amount of \$ 24,600.41 with Rodriguez Engineering to provide engineering services to Hidalgo County Precinct No. 1 in connection with CORRECTED Work Authorization #4 for Contract No. C-06-217-07-18 for "General Engineering Services for the design plans along with construction staking for Victoria Road from Exp. 83 North 3.72 miles"

C. Prct. 4

1. AI-2602 Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 6420 in the amount of \$33,473.25 from QUINTANILLA, HEADLEY & ASSOCIATES, INC. in connection with Contract No. C-06-439-01-29-"Tamarron Estates Drainage Improvements Projects" for Hidalgo County Precinct No. 4.

D. Co. Wide

1. AI-2561 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)

E. Colonia Access Program Pct. 1

1. AI-2629 Presentation for consideration, discussion acceptance and approval of Change Order No 1 for
a. "Old Rebel Heights I" C-CAP-06-007-01-23 for material and work adjustments in the amount of \$14,881.50 (decrease) and
b. "Old Rebel Heights II" C-CAP-06-008-01-23 for material and work adjustment in the amount of \$14,649.00 (decrease)
project engineer is TEDSI Infrastructure Group and contractor is Sascon a Border Colonia Access Program Project(s).

F. Colonia Access Program Pct. 2:

1. AI-2628 Presentation for discussion, consideration and approval of specifications for "Road & Drainage Construction of LJ #1 Subdivision" a Precinct No 2 previously approved to advertised in CC on July 25, 2006.
2. AI-2631 Presentation for discussion, consideration and action on a recommendation by project engineer R. Gutierrez Engineering to award to the lowest bidder meeting all specifications for bid No CAP-06-009-12-27 "Road Construction of Country Living Estates I Subdivision" Subdivision subject to TXDOT approval

G. Colonia Access Program Pct. 3

1. AI-2630 A. Requesting approval to rescind the action taken by CC on 2/20/2007 in connection with agenda items AI-2554 and Posted under Purchasing Dept. as #14.K, Items .A, B,C:
- A. Presentation for discussion, consideration and approval to rescind bid #06-006-11-01 for Road Construction of Hilda Subdivision(s) awarded by CC on 11-21-06 to S & G Paving, Inc.;*
B. Pursuant to bid requirements (item #8 of Information to Bidders), requesting authority to seek forfeiture of the security deposited with submitted bid (5% of bid) by S & G Paving, Inc. through bid bond # B25627ACSTAR Insurance Company;
C. Requesting authority to re-advertise sealed bids for: Road Construction of Hidalgo Sub-division(s) with the plans and specifications drafted through contracted engineer, Ricardo Hinojosa Engineering under the BCAP for Precinct #3; or, if none of the above are necessary;
- B. Presentation for discussion, consideration and action on a recommendation by project engineer Hinojosa Engineering to award to the lowest bidder meeting all specifications for bid #006-006-11-01: Road Construction of Hilda Subdivision(s) and approval of contract (including all complying documentation) subject to legal review.

H. Buildings & Grounds:

1. AI-2621 Requesting approval of specifications and authority to advertise an RFB for "Moving Services for relocation of Departments Moving to the new County Administration Building (fka K-Mart Building) RFB 2007-079-03-21-MSS.

I. Sheriff's Office

1. AI-2618 Requesting authority to enter into a service/maintenance and repair agreement (obtained through sealed quotes) for a one (1) year term with the sole vendor meeting all specifications and/or requirements for "Service/Maintenance and Repair Agreement for Generators" located at the Sheriff's Office in the amount of \$16,745.00 but in no event to exceed the statutory bid limit of \$25, 000.00.

J. County Clerk

1. AI-2590 Presentation for discussion, consideration and approval for a License Agent Agreement between Hidalgo County and Texas Parks & Wildlife Department (TPWD) permitting the County Clerk's Office to act as agent for TPWD in issuing licenses, endorsements and similar items to individuals (as authorized by TPWD Code Section 12.702).

23. Budget & Management - Valde Guerra:

- A.** AI-2643 Precinct 1- R&B
 1. Discussion, consideration and approval of budgeted salary adjustment to slots 121-005-043,121-005-045, 121-005-052,121-005-059 due to additional duties (GASB)
 2. Approval of revised salary schedule
- B.** AI-2665 Pct. #1 - Road & Bridge
 1. Approval to delete vacant slot #121-005-021, and create Budget Manager Position and set salary
 2. Approval of revised salary schedule
- C.** AI-2640 Precinct #1 - R & B
 Appropriation of needed funds from Precinct 1 (1201) Unreserved Fund Balance to various Administration and Road & Bridge Accounts in the amount of \$154,450.00.
- D.** AI-2627 County Treasurer:
 Approval of 2007 Inter-Departmental transfer from County Wide Administration to County Treasurer Dept. (1100) in the amount of \$ 1,470.63.
- E.** AI-2601 2006 Budget Appropriations for the Various Funds and/or Departments as follows:
 1. Approval of 2006 appropriation of funds for Road & Bridge County Wide Fund (1200) in the amount of \$29,733.70.
 2. Approval of 2006 appropriation of funds for Precinct 1 Administration & Road & Bridge (1201) in the amount of \$8,005.57.
 3. Approval of 2006 appropriation of funds for Precinct 2 Administration (1202) in the amount of \$849.17.
 4. Approval of 2006 appropriation of funds for Precinct 4 Administration & Road & Bridge (1204) in the amount of \$12,004.49.
 5. Approval of 2006 appropriation of funds for Precinct 1 Parks (1211) in the

amount of \$13,938.19.

6. Approval of 2006 appropriation of funds for Precinct 2 Parks (1212) in the amount of \$277.45.

7. Approval of 2006 appropriation of funds for Precinct 4 Parks (1214) in the amount of \$1,024.15.

8. Approval of 2006 appropriation of funds for District Attorney's Office-Bad Check Processing (1222) in the amount of \$7.12.

9. Approval of 2006 appropriation of funds for County Clerk Records Management & Preservation (1237) in the amount of \$100.28.

10. Approval of 2006 appropriation of funds for County Records Management & Preservation (1238) in the amount of \$14.43.

11. Approval of 2006 appropriation of funds for Courthouse Security (1241) in the amount of \$13,418.43.

12. Approval of 2006 appropriation of funds for Contributions Fund-GC Sec 25.00211 (1243) in the amount of \$553.08.

13. Approval of 2006 appropriation of funds for the Tax Office (1246) in the amount of \$23.62.

- F.** AI-2669 Approval of water service application with the City of Weslaco for water service to the Weslaco D.P.S. Office Building and approval of deposit in the amount of \$ 135.00
- G.** AI-2664 Acceptance of donation of boxes from Temple-Inland Plant 44, Edinburg (885 boxes valued at \$ 784.98)
- H.** AI-2600 Indigent Health Care Program (UPL):
1. Discussion, consideration, and approval to transfer the following amounts to the County of Hidalgo Medicaid Supplemental Program Escrow Acct. No. 1 for Indigent Health Care expenditures:

check register 02-27-2007 amount not to exceed \$ 68,286.63
 2. Approval of wire transfer to cover the claims to be paid
- I.** AI-2556 Requesting authority for Roy Quintanilha to sign the Court Order document on behalf of the Restitution Center to collect payments for the fleet accident damages in the amt. of \$651.40.
- J.** AI-2565 Fire Marshal's Office:
Discussion and approval of the following 2007 Rural Emergency Services Contracts:
- 1.) City of Alamo
 - 2.) City of Edinburg
 - 3.) City of Elsa
 - 4.) City of Hidalgo
 - 5.) City of La Villa
 - 6.) City of Palmview
 - 7.) City of Weslaco
 - 8.) City of La Joya
- K.** AI-2596 Workers' Compensation Self-Insurance (2202):
Approval of reimbursement to the Hidalgo County Workers' Compensation Claims account for claims paid by Tristar Risk Management in the amount of \$ 40,883.98 for the period of 01/16-31/2007 and requesting approval of wire transfer.
- L.** AI-2566
1. Discussion and action to authorize Sergio Reyes to sign for and submit the 2006 Texas Tier Two Report.
 2. Discussion and action to authorize the Hidalgo County Auditor to prepare and issue a \$50.00 check made payable to: Tier Two Chemical Reporting Program, Budget ZZ109 Fund 180.
- M.** AI-2674 Human Resources
1. Discussion and/ or action to decrease vacant slot # 190-002-0009 in the amount of \$18,408.
 2. Approval to create (1) one Admin Aide position slot no. 190-002-0015 and set salary at \$20,000.
 3. Approval of Revised Salary Schedule.
- N.** AI-2672 Approval of interdepartmental transfer from County Wide Administration to LRGVDC in the amount of \$2,004.00.
- O.** AI-2675 Approval of interdepartmental transfer from County Wide Administration to Traffic Engineering in the of \$17,875.00.
- P.** AI-2684 Approval of interdepartmental transfer from C.O., 2006 Precinct 4 (1336) to various accounts in the total amount of \$1,193,600.00.

- Q.** AI-2690 Texas Local Government Code 262.024 (a) (4)
1. Under Local Government Code, approve to exempt the following Law Firms from competitive bidding under 262.024: Law Firm of Ramon Garcia; Law Firm of Benigno Trey Martinez; Law Firm of Rhodes and Vela; Law Firm of Ray, Wood, and Bonilla
 2. Approve contract of engagement for the following law firms: Law Firm of Ramon Garcia; Law Firm of Benigno Trey Martinez; Law Firm of Rhodes and Vela; Law Firm of Ray, Wood, and Bonilla

- R.** AI-2695 Commissioners Court
1. Approval to create two (2) new full time regular positions, Multi Media Coordinator, and Public Information Officer effective date 03/05/2007 (next full pay period).
 2. Approval to set salary

- S.** AI-2696 Sanitation-Precinct 1:
1. Approval to create one(1) full time regular position, Administrative Secretary effective date 03/05/2007 (next full pay period).
 2. Approval of revised salary schedule

- T.** AI-2694 Buildings & Grounds
1. Discussion, consideration and approval of salary adjustment to vacant slot 220-001-0-0045 for parity, effective next full pay period (03-05-07)
 2. Approval of revised salary schedule

- U.** AI-2692
1. Discussion, consideration and approval to reimburse the Hidalgo County Property & Casualty Claims Fund Bank Account for claims paid by Tristar Risk Management in the amount of \$61,033.16 for the period starting August 1st, 2006 and ending December 31, 2006.
 2. Approval of wire transfer to cover the claims paid.

- V.** AI-2689 Approval of appropriation of funds for Pct. 1 - C.O., 2006 (1336) in the amount of \$1,185,000.00.

W. **Discussion, consideration and action on rescheduling the Commissioners' Court meeting of 3/6/07 to Thursday, 3/8/07**

- 24.** **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A.** Real Estate Acquisition
- B.** Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C.** Pending and/or potential litigation

- 25.** **Open Session:**

- A.** Real Estate Acquisition
- B.** Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C.** Pending and/or potential litigation

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

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

- 28.** **Adjourn**

AI-2576

6.B.

Health Dept 2007 Adm Program Income Account
CC REGULAR

Date: 02/27/2007

Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Item

CAPTION

1. Requesting authorization and approval to appropriate the Health Department's Administration Program Income budget in the amount of \$200,000.00 for the period 01/01/07 to 12/31/07 (Acct #7-1293-441-00-340-005-0).

2. Requesting authorization and approval of the attached Administration Program Income Budget and Salary schedules for the period 01/01/07 to 12/31/07 (Acct #7-1293-441-00-340-005-0)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [H.D. P.I. BUDGET](#)

Link: [H.D. 2007 P.I. Sal. Sch.](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/20/2007 10:32 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/21/2007 09:36 AM	APRV
3	Mike Escaname	Mike Escaname	02/21/2007 02:09 PM	APRV
4	Linda Fong	Linda Fong	02/22/2007 04:16 PM	APRV
5	Sergio Cruz	Sergio Cruz	02/22/2007 05:09 PM	APRV
6	Purchasing Department	Marty Salazar	02/22/2007 05:11 PM	APRV
7	Auditor's Office	Linda Fong	02/24/2007 11:13 AM	APRV
8	Court Administrator			NEW

Form Started By: Dan Beltran

Started On: 02/20/2007 02:44 PM

Final Approval Date:

DATE: February 20, 2007

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 7-1293-441-00-340-005-0 (Adm. Program Income Account)

**SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code,
Chapter 111, Subchapter C**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
7-1293-441-00-340-005-0-113	Salaries - F/T Employees	\$ 24,023.00
7-1293-441-00-340-005-0-220	FICA	\$ 1,837.76
7-1293-441-00-340-005-0-230	Retirement	\$ 2,142.85
7-1293-441-00-340-005-0-250	Unemployment Comp	\$ 120.12
7-1293-441-00-340-005-0-260	Worker's Comp	\$ 785.55
7-1293-441-00-340-005-0-211	Health Insurance	\$ 4,164.00
7-1293-441-00-340-005-0-212	Life Insurance	\$ 37.00
7-1293-441-00-340-005-0-339	Other Professional Services	\$ 5,000.00
7-1293-441-00-340-005-0-581	Travel In County	\$ 4,000.00
7-1293-441-00-340-005-0-601	Office Supplies	\$ 17,800.00
7-1293-441-00-340-005-0-604	Chem, Drugs, Meds, Lab Supplies	\$ 25,000.00
7-1293-441-00-340-005-0-741	Vehicles	\$ 80,089.72
7-1293-441-00-340-005-0-745	Computer Equipment	\$ 5,000.00
7-1293-441-00-340-005-0-748	Other Equipment	\$ 20,000.00
7-1293-441-00-340-005-0-682	Fuel	\$ 10,000.00
TOTAL BUDGET		\$ 200,000.00

INCREASE REQUEST \$

Revenue Acct # 7-1293-345-40-340-005-0-000 \$ 200,000.00

REASON: Implement Adm Program Income Account Budget for the period 1/1/07 to 12/31/07.

There are no areas in my current budget to reduce in order to fund the above mentioned items.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT

DATE

ATTEST CO. CLERK

**HIDALGO COUNTY HEALTH DEPARTMENT
2007 YEAR ADM. PROGRAM INCOME SALARY SCHEDULE
ACCT # 7-1293-441-00-340-005-0**

Employee Name	Salary & Fringe Benefits
Felix, Sandra - G001	\$ 1,034.00
Vargas, Imelda - G002	\$ 1,617.00
Martinez, Ruben - G003	\$ 951.00
Venecia, Maria - G004	\$ 860.00
Gutierrez, Jose F. - G005	\$ 998.00
Cantu, Mary - G006	\$ 981.00
Requenez, Candida - G007	\$ 1,618.00
Salinas, Sonia - G008	\$ 1,419.00
Vacant - G009	\$ 749.00
Escamilla, Marisol - G010	\$ 1,842.00
Rangel, Patricia - G011	\$ 1,618.00
Orozco, Pedro - G012	\$ 12.00
Espinoza, Sylvia - G013	\$ 1,293.00
Segura, Teresa R. - G014	\$ 1,293.00
Serna, Martha - G015	\$ 976.00
Garcia, Juanita - G016	\$ 1,706.00
Sanchez, Idalia - G018	\$ 1,293.00
Palacios, Fidela - G017	\$ 976.00
Garza, Victoria E. - 0019	\$ 1,704.00
Salinas, Gloria E. - 0020	\$ 1,083.00
Salary Total	\$ 24,023.00
FICA - 7.65%	\$ 1,837.76
Retirement - 8.92%	\$ 2,142.85
Worker's Comp - 3.27%	\$ 785.55
Unemployment Comp - .50%	\$ 120.12
Health Insurance Premium	\$ 4,164.00
Life Insurance Premium	\$ 37.00
Fringe Benefits Total	\$ 9,087.28
Salary & Fringe Benefits Total	\$ 33,110.28

AI-2677

6.C.

International Valley Health Institute
CC REGULAR

Date: 02/27/2007
Submitted By: Mari Gutierrez, COUNTY JUDGE
Submitted For: Health & Human Serv.
Department: COUNTY JUDGE

Agenda Item

CAPTION

Discussion and possible action on the International Valley Health Institute and their grant application for a preventive health initiative and identification of matching source

BACKGROUND

Revenue & Expenditures

Attachments

Link: [summary](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 10:44 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/26/2007 08:47 AM	APRV
3	Purchasing Department			NEW
4	Auditor's Office			
5	Court Administrator			

Form Started By: Mari Gutierrez

Started On: 02/22/2007 05:07 PM

Final Approval Date:

Fostering Emerging Institutes Matching Grant Request for Proposals

Deadline: February 28, 2007

Objective: This request for proposals is offered to provide financial and technical support to five emerging public health institutes.

Summary: The National Network of Public Health Institutes (NNPHI) is looking for 5 emerging public health institutes to support through funding provided by the Robert Wood Johnson Foundation. Each award is in the amount of \$50,000 per year for a two year period, available to the organization from April 2007 to April 2009.

Emerging Institutes are defined as “newly established organizations that require additional core organizational development to ensure long term sustainability.”

Core support funding is available to organizations that demonstrate:

- 501(c)3 status or have a fiscal agent that is one
- Can provide proof of matching funds from one or more local funding sources* (\$50,000 per year for two years, totaling \$100,000). Funds are to be deposited within the first month of each project year.
- Incorporated organizations with a functioning board of directors and at least one designated employee.

* Local funding sources may include governmental public health agencies, public health associations, foundations, etc.

Funds can be used for the following activities:

- Core organizational development such as strategic planning, business planning, project and resource development, mentoring, and technical assistance
- Travel to conferences and site visits not provided by NNPHI
- Evaluation activities

Institutes that are funded will participate in a sustainability curriculum modeled on a framework for success. The goal of participating in this curriculum is to help strengthen the core operations and sustainability of the participating institutes.

Background: The Fostering Emerging Institutes Program began with Phase I in 2003. Five emerging institutes became NNPHI members through this phase which was funded by the Robert Wood Johnson Foundation and the Centers for Disease Control and Prevention. This phase identified four common barriers that emerging institutes must overcome to increase operations and become established organizations. The common barriers are:

- The need for seed money for core support
- The need to develop leadership
- The constantly changing political climate
- The need for time to develop support/buy-in

The Matching Grants Program is also known as Phase II of the Fostering Emerging Institutes Program. The goal is to support efforts to overcome the common barriers identified in Phase I and help emerging institutes grow into “sustainable, strategically minded organizations.”

AI-2612

8.A.

Cell Phone Request Form
CC REGULAR

Date: 02/27/2007
Submitted By: Ruben Flores, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: IT Department

Agenda Item

CAPTION

Discussion, consideration and approval to purchase one (1) data card for J.P.Pct. 2, Pl.1

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Cell Phone Request](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 03:24 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/22/2007 01:40 PM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 04:59 PM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 08:27 AM	APRV
5	Court Administrator			NEW

Form Started By: Ruben Flores

Started On: 02/21/2007 01:52 PM

Final Approval Date:



HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW) User Name Change
 Phone and service (Porting/Existing number: 956-____-____) Delete Service
 Plan change Other DATA CARD

(2) Requesting employee/position: ARMANDO PATLAN/WARRANTS OFFICER
Employee ID #: _____ Office: J.P. Budget Acct. #: TECH FUND

(3) Type of duties:

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

(4) Describe how cell phone will be used: DATA CARD

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

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	500	1100	1400	2000	2500	3500
Plan Cost	\$33.75	\$53.30	\$65.60	\$82.00	\$94.30	\$110.70

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

(7) Cell phones come with desktop charger. Additional accessories needed:
Car charger _____ Carrying case _____ Extra battery _____ Other: DATA CARD

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

Department Head / Elected Official

	BOBBY CONTRERAS	02/20/07
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

AI-2679

9.A.

**Federal Annual Certification Report
CC REGULAR**

Date: 02/27/2007
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Area: HIDTA - Task Force

Agenda Item

CAPTION

Requesting authorization for the County Judge to execute the Federal Certification Report for fiscal year 2006

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Certification Report](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Nelda Olivarez		Started On: 02/22/2007 05:11 PM
Final Approval Date:				



Federal Annual Certification Report

This report must be submitted within 60 days after the close of your fiscal year to the:

Asset Forfeiture and Money Laundering Section
U.S. Department of Justice
10th and Constitution Avenue, NW
Bond Building, 10th Floor
Washington, DC 20530
Fax: (202) 616-1344
E-mail address: afmls.aca@usdoj.gov

Executive Office for Asset Forfeiture
U.S. Department of the Treasury
740 15th Street, NW
Suite 700
Washington, DC 20220
Fax: (202) 622-9610
E-mail address: treas.aca@teof.treas.gov



Law Enforcement Agency: Hidalgo County High Intensity Drug Trafficking Area (H.I.D.T.A.) Task Force

Police Department Sheriff's Office/Department Task Force (attach list of members) Prosecutor's Office Other _____

Contact Person: Dora Liza Munoz E-mail Address: dmunoz@stx.hidta.net

Mailing Address: (Street) P.O. Box 5718 (City) McAllen (State) TX (Zip Code) 78502

Telephone Number: (956) 381-0444 Fax Number: (956) 381-8722

Agency Fiscal Year Ends on: (Month/Day/Year) 12/31/06 NCIC/ORI/Tracking No.: 1082700

Summary of Equitable Sharing Activity (Fiscal Year Ending 2006)

	Justice Funds (DEA, FBI, etc) ¹	Treasury Funds (IRS, ICE, etc) ²
1. Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY) . . .	\$ 0.00	\$ 365,806.00
2. Federal Sharing Funds Received from the Department of Justice and the Department of the Treasury	\$ 20,196.00	\$ 117,403.00
3. Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete attachment)	\$ 0.00	\$ 0.00
4. Other Income	\$ 0.00	\$ 0.00
5. Interest Income Accrued (<input type="checkbox"/> check if non-interest-bearing account)	\$ 523.00	\$ 9,186.00
6. Total Equitable Sharing Funds (total of lines 1 - 5)	\$ 20,719.00	\$ 491,908.00
7. Federal Sharing Funds Spent (total of lines a - n)	\$ (20,719.00)	\$ (61,058.00)
8. Ending Equitable Sharing Fund Balance (subtract line 7 from line 6)	\$ 0.00	\$ 430,850.00
9. Appraised Value of Other Assets Received	\$ 0.00	\$ 0.00

Summary of Shared Monies Spent

a. Total spent on salaries for new, temporary, not to exceed 1-year employees	\$ 9,711.00	\$ 0.00
b. Total spent on overtime	\$ 0.00	\$ 0.00
c. Total spent on informant and "buy money"	\$ 11,008.00	\$ 992.00
d. Total spent on travel and training	\$ 0.00	\$ 2,630.00
e. Total spent on communications and computers	\$ 0.00	\$ 13,427.00
f. Total spent on firearms and weapons	\$ 0.00	\$ 885.00
g. Total spent on body armor and protective gear	\$ 0.00	\$ 6,265.00
h. Total spent on electronic surveillance equipment	\$ 0.00	\$ 0.00
i. Total spent on building and improvements	\$ 0.00	\$ 8,502.00
j. Total spent on drug education and awareness programs	\$ 0.00	\$ 10,930.00
k. Total spent on other law enforcement expenses (complete attachment)	\$ 0.00	\$ 17,427.00
l. Total transfers to other state and local law enforcement agencies (complete attachment)	\$ 0.00	\$ 0.00
m. Total permissible use transfers (complete attachment)	\$ 0.00	\$ 0.00
Amount of line (m) used for drug abuse treatment and prevention programs	\$ 0.00	\$ 0.00
n. Total spent on matching grants (complete attachment)	\$ 0.00	\$ 0.00
o. Your agency's budget for current fiscal year	\$ 985,847.00	
p. Your jurisdiction's budget for current fiscal year	\$ 174,383,290.00	
q. Your agency's budget for prior fiscal year	\$ 1,650,435.00	
r. Your jurisdiction's budget for prior fiscal year	\$ 155,969,658.00	

Under the penalty of perjury, the undersigned hereby certify that the information in this report is an accurate accounting of funds received and spent by the law enforcement agency under the federal equitable sharing program during this reporting period.

Name (Print or Type) Dora Liza Munoz Date 2/22/07

Law Enforcement Agency Head

Name (Print or Type) Juan D. Salinas, III Date _____

Governing Body Head

Signature: [Handwritten Signature]

Signature: _____

Title: Commander, Hidalgo County H.I.D.T.A Task Force

Title: _____

This form is subject to the Freedom of Information Act and may be released under 5 U.S.C. § 552. See www.usdoj.gov/criminal/afmls.html or www.treas.gov/offices/enforcement/teof for additional forms.

¹ Include under Justice funds shared cash, proceeds, and property received from the Drug Enforcement Administration (DEA), Federal Bureau of Investigation (FBI), U.S. Attorney's Office, U.S. Postal Inspection Service, Food and Drug Administration, and U.S. Department of Agriculture.

² Include under Treasury funds shared cash, proceeds, and property received from the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)*, Internal Revenue Service (IRS), U.S. Immigration and Customs Enforcement (ICE), U.S. Customs and Border Protection, U.S. Secret Service, and U.S. Coast Guard.

*The Bureau of Alcohol, Tobacco, Firearms and Explosives is a component of the Department of Justice, but ATF's equitable sharing is currently processed by the Department of the Treasury. Until further notice, please deposit all equitably shared cash and proceeds from ATF in your agency's Treasury fund.

Federal Annual Certification Report Attachment

3. Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces

Name of Law Enforcement Agency	Agency Address	Amount Received	
		Justice Funds	Treasury Funds
		\$	\$
		\$	\$
		\$	\$

If additional space is needed, please attach additional page. Attachment Yes No

k. Total Spent on Other Law Enforcement Expenses

Item Purchased	Amount Spent	
	Justice Funds	Treasury Funds
Olivarez, Nelda, Accountant	\$	\$ 12,867.00
Vehicle Tires	\$	\$ 838.00
Vehicle Fuel	\$	\$ 304.00

If additional space is needed, please attach additional page. Attachment Yes No

l. Total Transfers to Other State and Local Law Enforcement Agencies

Name of Law Enforcement Agency	Agency Address	Amount Transferred	
		Justice Funds	Treasury Funds
		\$	\$
		\$	\$
		\$	\$

If additional space is needed, please attach additional page. Attachment Yes No

m. Total Permissible Use Transfers

Name of Recipient Agency	Amount Spent
	Justice Funds
	\$
	\$
	\$

If additional space is needed, please attach additional page. Attachment Yes No

n. Total Spent on Matching Grants

Name of Grant	Amount Spent	
	Justice Funds	Treasury Funds
	\$	\$
	\$	\$
	\$	\$

If additional space is needed, please attach additional page. Attachment Yes No

Hidalgo County, Texas
HIDTA Task Force
Fiscal Year Ending 2006
Equitable Sharing
Enforcement Agencies
Summary of Shared Monies Activity

k. Total spent on other law enforcements expenses (attach list)

<u>Date</u>	<u>Check No.</u>	<u>Vendor</u>	<u>Amount</u>
<u>Equipment R&M Service</u>			
0815/06	308743	Digital Office Systems	143.00
08/15/06	308846	Starr Telecommunications (Office alarm repairs)	50.00
10/31/06	312569	Copy Graphics (Copier service agreement)	150.00
11/14/06	313224	Copy Graphics (Copier service agreement)	150.00
11/28/06	313961	Trevino's Photo Center (camera repairs)	285.00
12/12/06	314393	Copy Graphics (Copier service agreement)	150.00
01/16/07	315728	Copy Graphics (Copier service agreement)	150.00
<u>Office Supplies</u>			
03/06/06	301039	Corporate Express	254.82
03/06/06	301039	Corporate Express	10.36
11/21/06	313633	Hewlett Packard Company	23.90
12/19/06	314701	American Trophies	25.00
04/04/06	302494	Speedprint Fine Printing (printed investigative case folders)	173.50
10/10/06	311780	Speedprint Fine Printing (printed investigative case folders)	65.00
12/12/06	314497	Speedprint Fine Printing (printed investigative case folders)	987.60
06/26/06	307010	Corporate Express	335.00
10/17/06	311974	Corporate Express	399.00
<u>Vehicle R & M Supplies</u>			
12/12/06	314527	Weslaco Ford (vehicle part)	66.02
<u>Fuel</u>			
01/02/07	315416	Texaco	303.65
<u>Tires</u>			
02/28/06	300827	The Tire corral	53.04
02/28/06	300827	The Tire corral	(4.04)
04/18/06	303025	Pueblo Tires	285.96
07/03/06	307479	Pueblo Tires	136.48
07/18/06	308011	GCR Truck Tire Centers	366.24

Total spent on other law enforcements expenses (attach list)

4,559.53

Hidalgo County, Texas
HIDTA Task Force
Fiscal Year Ending 2006

Equitable Sharing
Enforcement Agencies
Summary of Shared Monies Activity

k. *Total spent on other law enforcements expenses (attach list)*

A Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies

H. Asset Accounting and Tracking

The costs associated with the accounting, auditing, and tracking of expenditures for shared cash, proceeds, and tangible property.

Date	Employee Name	Employee Number	2005 Salaries
	Olivarez, Nelda	070491	12,867.25

Asset Accounting and Tracking

12,867.25

**Amendment - City of Granjeno
CC REGULAR**

Date: 02/27/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Approval of a Budget and Program Amendment for the City of Granjeno Urban County Program Year 17 (2004) and Year 18 (2005) to create funding for water/sewer improvements totaling \$367,000.00 and revise the existing work plan.

BACKGROUND

City of Granjeno requests approval of the following Budget and Program Amendments for Years 17 (2004) and Year 18 (2005). A Public Hearing was held and Citizen Participation requirements were met. The City's letter of recommendation and certified minutes are attached. (see attachment)

Year 17 (2004) The proposed Budget and Program Amendment will create a Water/Sewer Improvement line item to re-route existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 @ FM 492 East to FM 492, SH 495 Underpass from 0.359 Miles North of US83 to 0.347 Miles South of US83 and Business 83 from US83 West near Peñitas to US83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct No. 3 area. The Parks, Recreational Facilities line item was deleted and funds in the amount of \$198,225.72 were transferred to the water /sewer line item.

Year 18 (2005) The proposed Budget and Program Amendment will create a Water/Sewer Improvement line item to re-route existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 @ FM 492 East to FM 492, SH 495 Underpass from 0.359 Miles North of US83 to 0.347 Miles South of US83 and Business 83 from US83 West near Peñitas to US83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct No. 3 area. The Fire Station / Equipment line item was deleted and funds in the amount of \$168,774.28 were transferred to the water /sewer line item. The Street Improvement line item was increased by \$24,000.00 to complete the workplan and General Administration was decreased \$1,648.28.

Revenue & Expenditures

Attachments

Link: [Amendment](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 10:26 AM	APRV
2	Dale Kennan	Dale Kennan	02/21/2007 01:34 PM	APRV
3	Purchasing Department	Marty Salazar	02/21/2007 02:07 PM	APRV
4	Auditor's Office	Linda Fong	02/22/2007 05:06 PM	APRV
5	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV

Form Started By: Estella Webber

Started On: 02/21/2007 08:49 AM

Final Approval Date: 02/23/2007

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

No. 1

Date: February 20, 2007
Deadline for Action: February 27, 2007
Department: Urban County Program

Meeting Date Request: February 27, 2007
Contact Person: Diana R. Serna
Phone: (956) 318-2619 Fax: (956) 383-5971

Dept. Head/Official Signature: 

Caption:


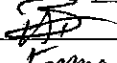

Approval of a Budget and Program Amendment for the City of Granjeno Urban County Program Year 17 (2004) and Year 18 (2005) to create funding for water/sewer improvements totaling \$367,000.00 and revise the existing work plan.

Background:

City of Granjeno requests approval of the following Budget and Program Amendments for Years 17 (2004) and Year 18 (2005). A Public Hearing was held and Citizen Participation requirements were met. The City's letter of recommendation and certified minutes are attached. (see attachment)

Year 17 (2004) The proposed Budget and Program Amendment will create a Water/Sewer Improvement line item to re-route existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 @ FM 492 East to FM 492, SH 495 Underpass from 0.359 Miles North of US83 to 0.347 Miles South of US83 and Business 83 from US83 West near Peñitas to US83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct No. 3 area. The Parks, Recreational Facilities line item was deleted and funds in the amount of \$198,225.72 were transferred to the water /sewer line item.

Year 18 (2005) The proposed Budget and Program Amendment will create a Water/Sewer Improvement line item to re-route existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 @ FM 492 East to FM 492, SH 495 Underpass from 0.359 Miles North of US83 to 0.347 Miles South of US83 and Business 83 from US83 West near Peñitas to US83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct No. 3 area. The Fire Station / Equipment line item was deleted and funds in the amount of \$168,774.28 were transferred to the water /sewer line item. The Street Improvement line item was increased by \$24,000.00 to complete the workplan and General Administration was decreased \$1,648.28.

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 _____

PUBLIC HEARING NOTICE
CITY OF GRANJENO
URBAN COUNTY PROGRAM
BUDGET / PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, CITY OF GRANJENO WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE CITY'S PROPOSED BUDGET / PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 17 (2004) & YEAR 18 (2005).

THE PUBLIC HEARING WILL BE HELD ON MONDAY, FEBRUARY 26, 2007 AT 6:00 P.M. AT THE GRANJENO CITY HALL LOCATED AT 6603 SOUTH FM 494, GRANJENO, TEXAS 78572.

THE FOLLOWING IS THE PROPOSED BUDGET / PROGRAM AMENDMENT FOR YOUR CONSIDERATION:

EXISTING BUDGET	UCP YR 17 (2004) ACTIVITIES	PROPOSED BUDGET
\$ 0.00	Water/Sewer Improvements (+\$198,225.72)	\$ 198,225.72
\$ 198,225.72	Parks, Recreational Facilities (-\$198,225.72)	\$ 0.00
\$ 237,101.39	Water/Sewer Improvements (*Pct #3)	\$ 237,101.39
\$ 2,458.89	General Administration	\$ 2,458.89
\$ 437,786.00	Total	\$ 437,786.00

***Recaptured/Forfeited funds are currently being administered by Precinct #3.**

The proposed Budget and Program Amendment will **create** a Water/Sewer Improvement line item, in the amount of \$198,225.72, to re-route existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 at FM 492 East to FM 492, SH 495 Underpass from 0.359 Miles North of US83 to 0.347 Miles South of US83 and Business 83 from US83 West near Peñitas to US83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct No. 3 area.

The proposed Budget and Program Amendment will **delete** the Parks, Recreational Facilities line item and transfer the funds to the Water/Sewer Improvement line item.

EXISTING BUDGET	UCP YR 18 (2005) ACTIVITIES	PROPOSED BUDGET
\$ 0.00	Water/Sewer Improvements (+\$168,774.28)	\$ 168,774.28
\$ 191,126.00	Fire Station / Equipment (-\$191,126.00)	\$ 0.00
\$ 200,000.00	Street Improvements (+\$24,000.00)	\$ 224,000.00
\$ 15,000.00	General Administration (-\$1,648.28)	\$ 13,351.72
\$ 406,126.00	Total	\$ 406,126.00

The proposed Budget and Program Amendment will **create** a Water/Sewer Improvement line item, in the amount of \$168,774.28, to re-route existing waterlines, located at FM 1924 from SH 107 West to FM 492, FM 492 from FM 1924 at FM 492 East to FM 492, SH 495 Underpass from 0.359 Miles North of US83 to 0.347 Miles South of US83 and Business 83 from US83 West near Peñitas to US83 East at Inspiration Road, to accommodate a Texas Department of Transportation Street Improvement Project in the Precinct No. 3 area.

The proposed Budget and Program Amendment will **delete** the Fire Station / Equipment line item and transfer the funds to the Water/Sewer Improvement and Street Improvement line items.

The proposed Budget and Program Amendment will **increase** the Street Improvement line item by \$24,000.00 for the completion of the street improvement project (solar lights).

The proposed Budget and Program Amendment will **decrease** the General Administration line item \$1,648.28 and transfer funds to the Street Improvement line item for the completion of the street improvement project (solar lights).

ACCOMMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN.

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 519-0032. WRITTEN COMMENTS CAN BE FORWARDED TO:

**MAYOR ALBERTO MAGALLAN
CITY OF GRANJENO
6603 SOUTH FM 494
GRANJENO, TEXAS 78572**

**Street Lighting - Granjeno
CC REGULAR**

Date: 02/27/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Urban County Program on behalf of City of Granjeno is requesting approval to award a construction contract to Sol Technologies, LLC for the purchase and installation of solar street lighting throughout the City of Granjeno utilizing Urban County Program Year 18 (2005) street improvement funds and a grant from USDA Rural Development totaling \$313,840.00.

BACKGROUND

A Bid Opening was held on Tuesday, February 13, 2007 with Sol Technologies, LLC as the only bidder. The City of Granjeno will be utilizing UCP Year 18 street improvement funds and a grant from USDA Rural Development for the purchase and installation of solar street lighting throughout the City of Granjeno based on the recommendation from Noe Garza Engineers.

Contract Amount: \$313,840.00

Funds Available: \$224,000.00 UCP Year 18 Street Improvements
 \$ 90,000.00 USDA Rural Development Grant
Total: \$314,000.00

Revenue & Expenditures

Attachments

Link: [Street Lighting](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 10:28 AM	APRV
2	Dale Kennan	Dale Kennan	02/21/2007 01:35 PM	APRV
3	Purchasing Department	Marty Salazar	02/21/2007 02:08 PM	APRV
4	Auditor's Office	Linda Fong	02/22/2007 05:09 PM	APRV
5	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV

Form Started By: Estella Webber

Started On: 02/21/2007 09:17 AM

Final Approval Date: 02/23/2007

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

No. 2

Date: February 20, 2007
Deadline for Action: February 27, 2007
Department: Urban County Program

Meeting Date Request: February 27, 2007
Contact Person: Diana R. Serna
Phone: (956) 318-2619 Fax: (956) 383-5971

Dept. Head/Official Signature: 

Caption:

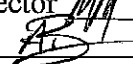
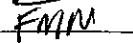
Urban County Program on behalf of City of Granjeno is requesting approval to award a construction contract to Sol Technologies, LLC for the purchase and installation of solar street lighting throughout the City of Granjeno utilizing Urban County Program Year 18 (2005) street improvement funds and a grant from USDA Rural Development totaling \$313,840.00.

Background:

A Bid Opening was held on Tuesday, February 13, 2007 with Sol Technologies, LLC as the only bidder. The City of Granjeno will be utilizing UCP Year 18 street improvement funds and a grant from USDA Rural Development for the purchase and installation of solar street lighting throughout the City of Granjeno based on the recommendation from Noe Garza Engineers.

Contract Amount: \$313,840.00

Funds Available:	\$224,000.00	UCP Year 18 Street Improvements
	<u>\$ 90,000.00</u>	USDA Rural Development Grant
Total:	\$314,000.00	

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 _____



NOE GARZA ENGINEERS, INC.


918 WEST NOLANA • PHARR, TEXAS 78577
www.ngeinc.net

NSPE • TSPE • TSA

FAX (956) 783-1209
(956) 783-1207

MEMORANDUM

TO: The Honorable Alberto Magallan, Mayor
City of Granjeno

FROM:  Noe Garza, P.E., City Engineer

DATE: February 14, 2007

SUBJECT: City of Granjeno Roadway Lighting & Poles
Recommendation Letter – 5005-30-0311-5000-3000

We received two bids for the above referenced project from Sol Technologies, LLC. Bids received were as follows:

1. \$313,840.00 Wood Poles and Florescent Lighting
2. \$391,608.00 High Pressure Sodium Bulb w/ Steel Poles

After careful and a thorough review, I hereby recommend the contract be awarded to Sol Technologies, LLC. in the amount of \$313,840.00. The high-pressure sodium bulb met most of our specifications for warranty: Bulb – 2 Years / Solar Panel – 25 Years. The florescent bulb warranty is: Bulb – 5 Years / Solar Panel – 20 Years. Based on cost for bulbs, it is in the City's best interests to go with Wood Poles and Florescent.

If you should have any questions or need any additional information please contact our office at 956.783.1207.

FEB 15 2007



Run date: 02/20/2007 @ 14:49
Bus date: 12/31/2006

Hidalgo County Urban Program
R/E Act vs Bud W/Encumbrance

Select...: PXXXX 5005-30-0311-XXXX
PGCITY.L02 Page 1

Fiscal year thru period ending 12/31/2006

30

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5005 30 0311 5000 3000 STREET IMPROVEMEN	.00	.00	.00	200,000.00	200,000.00	.0%
Total Expenditure	.00	.00	.00	200,000.00	200,000.00	.0%

24,000.00
224,000.00
BUDGET
AMOUNT

AI-2598

10.C.

Audit Submission Dates
CC REGULAR

Date: 02/27/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Urban County Program is requesting authorization to designate March 30, of each year as the submission date for cities to submit their previous year's audit.

BACKGROUND

The Hidalgo County Urban County Program Advisory Council unanimously voted at their February 15, 2007 meeting to recommend to the Hidalgo County Commissioner's Court to designate March 30, as the official date for cities to submit their current FY audit.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 11:15 PM	APRV
2	Purchasing Department	Marty Salazar	02/22/2007 09:14 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2007 05:09 PM	APRV
4	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV

Form Started By: Estella Webber

Started On: 02/21/2007 11:05 AM

Final Approval Date: 02/23/2007

AI-2647

10.D.

Approval of award - City of Edcouch
CC REGULAR

Date: 02/27/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Approval to award a Construction Contract with Saenz Utility for the installation of an 8" water line in the amount of \$31,635.00 utilizing Urban County Precinct 1 recaptured/forfeited funds from the City of Edcouch 2005 & 2006 Water / Sewer Improvement

BACKGROUND

Hidalgo County Precinct No. 1 on behalf of the City of Edcouch is requesting approval of a Construction Contract with Saenz Utility for the installation of an 8-inch water line from Bower Street across HWY 107. The construction contract shall be in the amount of \$31,635.00. The City of Edcouch and Hidalgo County Commissioners' Court declared the project an emergency. See the attached quote received and recommendation for approval by the City of Edcouch.

Consideration and Approval is recommended.

Revenue & Expenditures

Attachments

Link: [Contract](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 08:42 AM	APRV
2	Dale Kennan	Dale Kennan	02/22/2007 10:36 AM	APRV
3	Purchasing Department	Marty Salazar	02/23/2007 01:58 PM	NEW-R
4	Auditor's Office	Linda Fong	02/24/2007 08:28 AM	RTRN
5	Martha Salazar			
6	Court Administrator			

Form Started By: Estella Webber

Started On: 02/21/2007 05:11 PM

Final Approval Date:

URBAN COUNTY PROGRAM

**Hidalgo County Commissioners' Court
Agenda Request Form**

No. _____

Date: February 20, 2007

Meeting Date Request: February 27, 2007

Deadline for Action: February 27, 2007

Contact Person: Diana R. Serna

Department: Urban County Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director

Caption:

Approval to award a Construction Contract with Saenz Utility for the installation of an 8" water line in the amount of \$31,635.00 utilizing Urban County Precinct 1 recaptured/forfeited funds from the City of Edcouch 2005 & 2006 Water / Sewer Improvement.

Background:

Hidalgo County Precinct No. 1 on behalf of the City of Edcouch is requesting approval of a Construction Contract with Saenz Utility for the installation of an 8-inch water line from Bower Street across HWY 107. The construction contract shall be in the amount of \$31,635.00. The City of Edcouch and Hidalgo County Commissioners' Court declared the project an emergency. See the attached quote received and recommendation for approval by the City of Edcouch.

Consideration and Approval is recommended.

CDBG Manager _____
 Deputy Dir. _____
 Finance Dept. AS

Please initial for approval:

_____ County Judge	_____ Commissioner Pct. 1	Dept./Fund No. _____	Account Code: _____
_____ County Attorney	_____ Commissioner Pct. 2	Amt. Expended: \$ _____	Impact on Future Budget:
_____ Budget	_____ Commissioner Pct. 3	Funds/Staffing Budgeted: Yes: _____	Yes: _____
_____ Personnel	_____ Commissioner Pct. 4	No: _____	No: _____
_____ Purchasing			

Comments:

Action taken by Commissioner's Court:

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

Estimate



22290 N. FM 88
 Edcouch, Texas 78538

Date	Estimate #
2/7/2007	10

Name / Address
Edcouch-Flora I.S.D. 920 Santa Rosa Ave. Edcouch, Texas 78538

Project
#399- Administration Building Waterline X

Description	Unit	Qty	Cost	Total
16" Bore with steel casing underneath FM 107	LF	120	175.00	21,000.00
Please call if you have any questions			Total	\$21,000.00

FEB 21 2007

Accepted by: _____

Submitted by: Joe Saenz



22290 N. FM 88
 Edcouch, Texas 78538

Estimate

Date	Estimate #
2/7/2007	9

Name / Address
Edcouch-City I.S.D. 920 Santa Rosa Ave. Edcouch, Texas 78538

Project
#399- Administration Building Waterline X

Description	Unit	Qty	Cost	Total
8" Waterline DR18	LF	360	12.75	4,590.00
8" Tie-in	EA	1	550.00	550.00
8" Wetwell Connection	EA	1	2,600.00	2,600.00
8" 90° Elbow	EA	1	395.00	395.00
8" Gate Valve	EA	2	1,250.00	2,500.00

FEB 21 2007
 943

Please call if you have any questions.	Total	\$10,635.00
--	--------------	--------------------

Accepted by: _____

Submitted by: Joe L. Saenz

AI-2661

11.A.

**Resolution-Border Texan of Year
CC REGULAR**

Date: 02/27/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: County Judge
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Agenda Item

CAPTION

Approval of Resolution honoring Dr. Shirley A. Reed as the Border Texan of the Year

BACKGROUND

Resolution being prepared by R.DeLa Garza, County Judge's Office

Revenue & Expenditures

Attachments

Link: [Resolution](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 10:33 AM	APRV
2	Purchasing Department	Marty Salazar	02/22/2007 05:00 PM	APRV
3	Auditor's Office	Linda Fong	02/22/2007 05:19 PM	APRV
4	Court Administrator	Monica Badillo	02/23/2007 04:41 PM	APRV

Form Started By: Monica Badillo
Started On: 02/22/2007 09:24 AM

Final Approval Date: 02/23/2007

RESOLUTION

WHEREAS, South Texas College (formerly South Texas Community College) was created by state legislature in 1993 in response to a compelling need of the region for a comprehensive community college; and

WHEREAS, Dr. Shirley A. Reed has served as Chief Executive Officer for South Texas College since its inception in June of 1994 and is the founding President; and

WHEREAS, under Dr. Reed's leadership, South Texas College has been recognized as the #1 Two Year College nationwide for Hispanic students by the Hispanic Association of Colleges and Universities; and

WHEREAS, Dr. Shirley A. Reed has also led South Texas College through a successful re-accreditation; and

WHEREAS, for the past 33 years, Dr. Shirley A. Reed has dedicated her career to assuring the opportunity to earn a higher education degree is available to everyone, with equal access and with the highest quality; and

WHEREAS, her commitment and success in providing the opportunity and access to higher education for every resident in the Rio Grande Valley has demonstrated her dedication to service in the community; and

WHEREAS, the City of Hidalgo, through its Borderfest celebrations, has selected Dr. Shirley A. Reed as Border Texan of the Year, for her outstanding service and contribution to our area; and

NOW, THEREFORE be it resolved, that the Commissioners Court of Hidalgo County hereby proclaims Dr. Shirley A. Reed, Border Texan of the Year.

JUAN D. SALINAS III
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

OSCAR GARZA, JR.
County Commissioner, Pct. 4

AI-2681

11.B.

rescind action of appt to RGVHSD & appt. member
CC REGULAR

Date: 02/27/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Judge J.D. Salinas, III
Department: BUDGET & MANAGEMENT
Agenda Area: County Judge's Office

Agenda Item

CAPTION

1. Consideration and approval to rescind action taken on 2/13/07 appointing member to the Rio Grande Valley Health Services District
2. Consideration and approval to appoint member to the RGV Health Services District

BACKGROUND

As per Steve Crain, Commissioner Palacios can not serve as a member of the Board.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/23/2007 09:53 AM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 02:00 PM	APRV
3	Auditor's Office	Linda Fong	02/24/2007 08:29 AM	APRV
4	Court Administrator			NEW
Form Started By: Monica Badillo			Started On: 02/23/2007 09:35 AM	
Final Approval Date:				

AI-2668

12.A.

Election Day - May 12,2007

CC REGULAR

Date: 02/27/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Teresa Navarro
Department: BUDGET & MANAGEMENT
Agenda Area: Elections Administration

Agenda Item

CAPTION

Discussion, consideration and action on the following:

1. May 12, 2007 Constitutional Amendment Election as ordered by Legislation on February 21, 2007
2. May 12, 2007 Constitutional Amendment Election Early Voting Sites
3. May 12, 2007 Constitutional Amendment Election Day Sites

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 10:33 PM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 01:58 PM	APRV
3	Auditor's Office	Linda Fong	02/24/2007 08:30 AM	APRV
4	Court Administrator			NEW

Form Started By: Monica Badillo

Started On: 02/22/2007 01:31 PM

Final Approval Date:

AI-2573
Elections
CC REGULAR

12.B.

Date: 02/27/2007
Submitted By: Teresa Navarro, ELECTIONS DEPT.
Department: ELECTIONS DEPT.

Agenda Item

CAPTION

1. Elections Service Agreement (election contract) between the County of Hidalgo and the City of Mercedes, Texas for their May 12, 2007 City Commission Election
2. Elections Service Agreement (leasing of voting system) between the County of Hidalgo and the City of Mercedes, Texas for their May 12, 2007 City Commission Election

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Mercedes Contract](#)

Link: [Mercedes Contract Estimate](#)

Link: [Mercedes Leasing Agreement](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/20/2007 10:29 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/22/2007 03:29 PM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 04:45 PM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 08:32 AM	APRV
5	Court Administrator			NEW

Form Started By: Teresa Navarro

Started On: 02/20/2007 01:24 PM

Final Approval Date:

**AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF MERCEDES**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Mercedes, Texas, acting by and through it’s Mayor, Mr. Joel Quintanilla (hereinafter referred to as “the City”) 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 City is a political subdivision in Hidalgo County that desires the County to conduct and supervise the May 12, 2007 general election of the City (the “Election”);

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

NOW, THEREFORE, the County and the City 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) Procure, provide and distribute all necessary election supplies, including:

- (1) Ballots (preparation and distribution only);
- (2) Election kits; and
- (3) Ballot boxes and voting booths provided free of charge by the County.

(b) Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

- (c) Serve as the Early Voting Clerk.
- (d) Notify the election judges of the date, time and place of the election City and arrange for a facility for holding the City.
- (e) Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the City.
- (f) 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.
- (g) 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 City.
- (h) Preparation, distribution, and publication of all notices and newspaper advertisements.
- (i) Preparation of U.S. Department of Justice pre-clearance for the general trustee election.
- (j) 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 for the general trustee election.
- (k) Notify the election presiding and alternate judges of their appointment by the City for each election precinct.

2. The City 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 City shall pay the election workers at \$9.00 per hour for Election Judge, \$8.00 per hour for Alternate Judge and Deputy Early Voting Clerk (s) and \$8.00 per hour for clerks, unless the Deputy Early voting Clerks are employees of the City.
- (c) Reimburse the County for liability insurance coverage for election workers employed for the Elections the City shall reimburse the County upon invoicing for

the liability insurance coverage rate.

- (d) Tabulating of the Election results for canvassing by the City's Commission.
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 City 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 City no later than ten (10) days after the Elections.
 7. The City 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 City to the County thirty (30) days after the Elections. (The City agrees to provide the County with copies of all bills that the City 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. Estimate of Cost of Election is attached as Exhibit "A."
 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.

MERCEDES, TEXAS

By: _____
Joel Quintanilla, Mayor

ATTEST:

HIDALGO COUNTY, TEXAS

Arci Feliz, City Secretary

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 LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
Stephen L. Crain

HIDALGO COUNTY ELECTIONS DEPARTMENT

101 S. 10th St.
P.O. Box 659
Edinburg, Texas 78540
Phone: 956/318-2570
Fax: 956/318-2569

ESTIMATE

January 29, 2007

SERVICE FOR:
City of Mercedes

JOB DESCRIPTION:

Election Services for May 12, 2007 Election
(Please make checks payable to Hidalgo
County Elections Department)

DATE	SERVICE DESCRIPTION	AMOUNT	
May 2007	iVotronic (voting machine) 1 Early Vote @ \$100.00 ea	\$ 100.00	
May 2007	iVotronic (ADA voting machine) 1 Early Vote @ \$100.00 ea	\$ 100.00	
May 2007	iVotronic (voting machine) 2 Election Day @ \$100.00 ea	\$ 200.00	
May 2007	iVotronic (ADA voting machine) 1 Election Day @ \$100.00 ea	\$ 100.00	
May 2007	Programming of DREs	\$ 50.00	
May 2007	Ballot Board (share with other entities)	\$ 50.00	
May 2007	Election Judges Kit for Early Vote 1 @ \$24.00	\$ 24.00	
May 2007	Election Judges Kit for Election Day 1 @ \$24.00	\$ 24.00	
May 2007	Elections Department Staff Overtime	\$ 50.00	
May 2007	Paper Ballots for mail-in ballots (1 bond ream @ \$24.70 – ½ used)	\$ 12.35	
May 2007	Combination Forms 115 forms x .45 each	\$ 51.75	
May 2007	The Mercedes Newspaper	\$ 200.00	
May 2007	Payroll Election Workers - Early Vote (includes training)		\$ 1,550.00
May 2007	Payroll Election Workers – Election Day (includes training)		\$ 700.00
May 2007	Sprint Wireless Cell Phone (1 cells x \$38.99)	\$ 38.00	
May 2007	Envelopes for Mail-In Ballots 175 x .50 x 4 envelopes	\$ 350.00	
May 2007	Postage for Mail-In Ballots 175 x .63	\$ 110.25	
May 2007	Liability insurance for 1 worker x \$9 x 90 hrs x 1.05% – Early Vote – Supervisors	\$ 8.51	
May 2007	Liability insurance for 1 worker x \$8 x 90 hrs x 1.05% - Early Vote – Asst. Supervisors	\$ 7.56	

May 2007	Liability insurance for 1 worker x \$8 x 90 hrs x 1.05% - Early Vote – Clerks	\$ 7.56	
May 2007	Liability insurance for 1 worker x \$9 x 14 hrs x 1.05% – Election Day – Presiding Judges	\$ 1.33	
May 2007	Liability insurance for 1 worker x \$8 x 14 hrs x 1.05% – Election Day – Alternate Judges	\$ 1.18	
May 2007	Liability insurance for 4 worker x \$8 x 14 hrs x 1.05% – Election Day – Clerks	\$ 4.71	
	SUBTOTAL COST OF ELECTION	\$ 3,749.19	
	Administrative Fee (10% x \$3,749.19)	\$ 374.92	
	TOTAL COST OF ELECTION	\$ 4,117.11	

- (B) **Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by _____;**
- (C) **Provide information for election officers;**
- (D) **Provide general overall supervision of the election and advisory services; and**
- (E) **Provide such incidental related services as may be necessary to effect the election.**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by _____, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of _____ election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, _____ agrees to pay ADMINISTRATOR the amount of \$100.00 leasing fee for each iVotronic and \$100.00 leasing fee for each ADA iVotronic, AND a \$50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by _____ within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

**Teresa R. Navarro
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540**

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the _____ and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract 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.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties

respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this ____ day of _____, 2007

ELECTIONS ADMINISTRATOR

BY: _____
TERESA R. NAVARRO

NAME OF LEASING ENTITY

BY: _____

PRINT: _____

TITLE: _____

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-2653

13.A.

Blue Ribbon Centers
CC REGULAR

Date: 02/27/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Linda Galaviz
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Recognition of the Ten (10) Blue Ribbon Centers

BACKGROUND

Policy Council Approval: 02/21/07

Revenue & Expenditures

Attachments

Link: [Centers](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 08:43 AM	APRV
2	Dale Kennan	Dale Kennan	02/22/2007 11:20 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 04:59 PM	APRV
4	Auditor's Office	Linda Fong	02/22/2007 05:47 PM	APRV
5	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV

Form Started By: Linda Galaviz
Started On: 02/22/2007 07:43 AM

Final Approval Date: 02/23/2007



Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2007

SUBJECT: Recognition of the Ten (10) Blue Ribbon Centers

RATIONALE/NEED: The Self Assessment was completed during the week of February 5-9, 2007. During the review each of the ten teams selected one (1) center to be designated as a Blue Ribbon Center. These centers were defined as those whose staff exhibited exemplary performance for improving the quality of services for our children and their families.

RECOMMENDATION: Administration congratulates the staff of each center and applauds their performance.

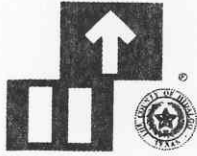
COST: None

RELATED INFORMATION INCLUDES: None

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: *Teresa Flores*



Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

MEMORANDUM

TO: Policy Council Members

From: Teresa Flores, Executive Director

Subject: Blue Ribbon Centers

Date: February 21, 2007

During the Self Assessment each of the ten (10) teams identified a "Blue Ribbon Center". The Blue Ribbon Center is the center found to be making the most progress toward improving the quality of services for our children and their families. The center staff exhibited "exemplary behavior" that merit replication throughout all centers. There were no non-compliance issues in any of these ten (10) centers. Attached is the list of the Blue Ribbon Centers.

We congratulate these centers for such outstanding performance and encourage all the others to reach for this level of excellence.

Outstanding Job!



Hidalgo County Head Start Program

Self-Assessment 2007 Blue Ribbon Centers

<i>Team 1</i>	<i>Team 2</i>	<i>Team 3</i>
<i>San Carlos</i>	<i>Weslaco II</i>	<i>Monte Alto</i>
<i>Team 4</i>	<i>Team 5</i>	<i>Team 6</i>
<i>Edinburg-II</i>	<i>Edinburg-I</i>	<i>Donna-I</i>
<i>Team 7</i>	<i>Team 8</i>	<i>Team 9</i>
<i>Vine Terrace</i>	<i>Mission-II</i>	<i>Palmview-II</i>
	<i>Team 10</i>	
	<i>Peñitas</i>	

AI-2658
Self Assessment
CC REGULAR

13.B.

Date: 02/27/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Linda Galaviz
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion/Approval of Hidalgo County Head Start Program Self Assessment and Corrective Action Plans

BACKGROUND

Policy Council Approval: 02/21/07

Revenue & Expenditures

Attachments

Link: [Self Assessment](#)
Link: [Self Assessment](#)
Link: [Self Assessment](#)

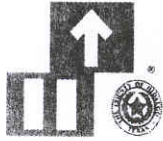
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 08:48 AM	APRV
2	Purchasing Department	Marty Salazar	02/22/2007 09:33 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2007 05:46 PM	APRV
4	Court Administrator	Monica Badillo	02/23/2007 04:41 PM	APRV

Form Started By: Linda Galaviz
Started On: 02/22/2007 08:32 AM

Final Approval Date: 02/23/2007



Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2007

SUBJECT: Discussion/Approval of Hidalgo County Head Start Program Self Assessment and Corrective Action Plans

RATIONALE/NEED: The purpose of the Self Assessment is to improve program effectiveness. The Self Assessment was conducted during the week of February 5-9, 2007. All centers were reviewed and corrective action plans were developed accordingly based on non-compliance issues/findings.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Hidalgo County Head Start Program Self Assessment Report and Corrective Action Plans

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: *Teresa Flores*



Hidalgo County Head Start Program Memorandum

Date: February, 21 2006

To: Teresa Flores, Executive Program Director

From: Nora Munoz, Assistant Program Director *NM*

Subject: Annual Self Assessment

C. C. Edmundo Garcia, Assistant Program Director

This year the week of February 5th through the 9th was self assessment week for our program. Armed with knowledge and determination it was a proud moment to watch as the teams descend upon the Head Start Centers. They were well prepared, energetic and ready to conduct our annual self-examination. Ten teams composed of Department Directors, Area Directors, Facilitators, Assistant Facilitators and in some cases volunteered parents carried out this task.

The purpose of this exercise is not only to comply with Federal Regulation 1304.52(i)(1) but also to determine for ourselves the quality of services our children and parents are receiving. As in any self-evaluation good news as well as not so good news is always part of the outcome. It is how we interpret the outcome and apply the information obtained towards the benefit of the Program that really makes a difference.

All teams have identified areas of strengths as well as areas of weaknesses and in some cases areas of non-compliance. Most of the weaknesses were addressed while the teams were still at the centers or soon there after. All non-compliances and weaknesses are addressed through the implementation of a corrective action plan individualized by center.

Following is a condensed version of the strengths and weaknesses contained in the final report. The unabridged version of the report is available for your viewing.

Program strengths identified were:

- 😊 Teachers went above and beyond in teaching, and utilizing very creative techniques.
- 😊 Centers were very clean.
- 😊 Parent involvement was evident.
- 😊 Staff and children were aware of emergency procedures.
- 😊 Facilities were well decorated and inviting.
- 😊 Excellent interaction between children and staff. Children were observed participating in classroom activities and were well behaved.
- 😊 Creative teaching was evident, Lesson Plans were adhered to and Individualization was implemented.
- 😊 Meal service was done efficiently.

- 😊 Bus route was conducted appropriately.
- 😊 Print rich environment in both languages.
- 😊 Good classroom management.
- 😊 FPA's and follow up were completed and well documented.

Program weaknesses :

- 😞 Mulch is needed on fall zones.
- 😞 Too many children with special needs were assigned to one classroom
- 😞 There was no follow up on irregular attendance on family contact notes.
- 😞 More attention is needed on medical and dental follow-ups.
- 😞 Correction on enrollment forms were crossed out, but not initialed.
- 😞 Immunizations were complete as per copy of card, but information was not transferred to health record form.
- 😞 The alphabet must be displayed at the child's eye level and also large enough for the children to distinguish the letters.
- 😞 Physical exam documentation needs clarity (ie. need to see specific notes on abnormality).
- 😞 More DECA follow-up is needed.
- 😞 Need to exercise more care in completing documentation correctly.
- 😞 Some computers were not working.
- 😞 FPA's need objective description and service description.
- 😞 There were expired or no proof of CPR certificates,(2teachers, 2custodians, 1Center Manager)

Non Compliances:

- 😞 **§1304.21(a)(1)(ii). Be inclusive of children with disabilities, consistent with their Individualized Family Service Plan (IFSP) or Individualized Education Program**
One (1) Special Ed. folder of two (2) reviewed lacked a current IEP.
- 😞 **§1304.20(c)(1)(2) Extended Follow-Up and Treatment**
No follow up on physical exams.
- 😞 **§1304.20(c)(3)(ii) Dental Follow-Up and Treatment**
No follow up on dental exams
- 😞 **1304.20(b)(2).Guidance from a Mental Health or child development professional on how to use the findings to address identified behavior.**
Challenging behaviors in two classrooms have not been adequately addressed.
- 😞 **1304.20(c)(1). Extended Follow-Up and Treatment.**
Three (3) out of six (6) folders lacked follow-ups in Health (physical exam)

Congratulations are in order. This year twenty-two (22) centers received from zero to one (0-1) weakness, 21 centers had more that one weakness, and only four (4) centers received one (1) non-compliance each with one center receiving two (2) non-compliances.

**Payment Number 4 and Change Order
CC REGULAR**

Date: 02/27/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Linda Galaviz
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Presentation for Discussion and Approval for Certificate of Payment #4 and Change Order No. 1 in Connection with the Relocation of McAllen III Head Start Center under Purchase Order No 68040

BACKGROUND

Policy Council Approval: 02/21/07

Revenue & Expenditures

Attachments

Link: [Payment #4](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 08:47 AM	APRV
2	Purchasing Department	Marty Salazar	02/22/2007 09:33 AM	APRV
3	Auditor's Office	Linda Fong	02/22/2007 05:38 PM	APRV
4	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV

Form Started By: Linda Galaviz

Started On: 02/22/2007 07:54 AM

Final Approval Date: 02/23/2007



Hidalgo County Head Start Program Policy Council Agenda

DATE: February 21, 2007


SUBJECT: Presentation for Discussion and Approval for Certificate of Payment #4 and Change Order No. 1 in connection with the Relocation of McAllen III Head Start Center under Purchase Order № 68040


RATIONALE/NEED: This is payment #4 in the amount of \$9,988 plus change order No. 1 in the amount of \$9,748 for the total of \$19,736.00, as approved & recommended by Architect, Rike Ogden Figueroa Alex Architects, Inc. for the relocation on the McAllen III Building.

RECOMMENDATION: Administration recommends approval

COST: \$19,736.00

RELATED INFORMATION INCLUDED: Application & Certification for Payment and Change Order

INITIATED BY: Ambrosio Tovar, Procurement Director 

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director 

PROGRAM DIRECTOR'S APPROVAL: Jerome Torres 

February 13, 2007

Mr. Ambrosio Tovar, Procurement
Hidalgo County
Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

**RE: Relocation of McAllen Head Start Bldg.
Hidalgo County**

Dear Mr. Tovar,

Attached is Application for payment No. 4 regarding subject project. We recommend payment of \$19,736.00.

Please pay directly to:

***CENTENNIAL CONTRACTORS ENT. INC.
4909 E. GRIMES STE. 118
HARLINGEN, TEXAS 78550***

Sincerely,

RIKE-OGDEN-FIGUEROA-ALEX ARCHITECTS INC.



Luis A. Figueroa, AIA
Principal

LF/dt

Attachment

NOTIFICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Hidalgo County
 Head Start Program
 P.O. Box 0117
 Edinburg, TX 78540-0117

PROJECT: Relo. Of McAllen
 Headstart Bldg., Hidalgo
 County

FROM CONTRACTOR: Centennial Contractors Ent. Inc.
 4909 E. Grimes Ste. 118
 Harlingen, TX 78550

VIA ARCHITECT: ROFA Architects
 1007 Walnut Ave.
 McAllen, TX 78501

CONTRACT FOR AJOC TCPN Area B

APPLICATION NO 4

PERIOD TO: 01/01/007-01/3/2007

PROJECT NOS: 68040

CONTRACT DATE 6/15/2006

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 OTHER
 AUDITOR

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 \$ 126,391.00
2. Net change by Change Orders \$ 9,748.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 136,139.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 136,139.00
5. RETAINAGE:
 - a. % of Completed Work \$ 5,820.15
 - (Column D + E on G703)
 - b. % of Stored Material \$ 0
 - (Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE \$ 5,820.15
- (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 110,582.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 19,736.00
- (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,748.00	
Total approved this Month		
TOTALS	\$9,748.00	\$0.00
NET CHANGES by Change Order	\$9,748.00	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION AIA® © 1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTRACTOR:

By: *Dawn M. Shumate* Date: 1-22-07

State of: Texas
 County of: *Sanluis*
 day of *January*
 Notary Public: *Dawn M. Shumate*
 My Commission expires: *10-13-2010*



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 \$ 5,820.15 *lf* 19,736.00

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

By: *Dawn G. Jensen* Date: 2.13.07

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.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5252

10.A.11 CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4

APPLICATION DATE: 11/25/2006

PERIOD TO: 11/01/2006-11/30/2006

ARCHITECT'S PROJECT NO: 68040

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	% (G ÷ C)					
	<i>Roof & Truss Demo</i>								
1	Demo Roof Material	\$10,841.00	\$10,841.00				\$10,841.00		100.00%
2	Demo Roof Labor	\$16,262.00	\$16,262.00				\$16,262.00		100.00%
3	Reassembly Roof Material	\$20,133.00	\$20,133.00				\$20,133.00		100.00%
4	Reassembly Roof Labor	\$30,200.00	\$30,200.00				\$30,200.00		100.00%
5	Building Cut Preparation Material	\$2,686.00	\$2,686.00				\$2,686.00		100.00%
6	Building Cut Preparation Labor	\$4,029.00	\$4,029.00				\$4,029.00		100.00%
7	Building Reassembly Material	\$4,988.00	\$4,988.00				\$4,988.00		100.00%
8	Building Reassembly Labor	\$7,483.00	\$7,483.00				\$7,483.00		100.00%
	Mechanical								
9	Plumbing Demo Material	\$1,789.00	\$1,789.00				\$1,789.00		100.00%
6	Plumbing Demo Labor	\$2,685.00	\$2,685.00				\$2,685.00		100.00%
7	Plumbing Reassembly Material	\$3,323.00	\$3,323.00				\$3,323.00		100.00%
8	Plumbing Reassembly Labor	\$4,985.00	\$4,985.00				\$4,985.00		100.00%
9	HVAC Demo Material	\$677.00	\$677.00				\$677.00		100.00%
10	HVAC Demo Labor	\$1,015.00	\$1,015.00				\$1,015.00		100.00%
11	HVAC Reassembly Material	\$1,257.00	\$1,257.00		\$1,257.00		\$1,257.00		100.00%
12	HVAC Reassembly Labor	\$1,886.00	\$1,886.00		\$1,886.00		\$1,886.00		100.00%
13	Electrical Demo Material	\$1,474.00	\$1,474.00				\$1,474.00		100.00%
14	Electrical Demo Labor	\$2,211.00	\$2,211.00				\$2,211.00		100.00%
15	Electrical Reassembly Material	\$2,738.00	\$2,738.00		\$2,738.00		\$2,738.00		100.00%
16	Electrical Reassembly Labor	\$4,107.00	\$4,107.00		\$4,107.00		\$4,107.00		100.00%
18	Bonds	\$1,622.00	\$1,622.00				\$1,622.00		100.00%
19	Change Order Carpentry	\$1,517.00	\$1,517.00		\$1,517.00		\$1,517.00		100.00%
20	Change Order Plumbing	\$1,846.00	\$1,846.00		\$1,846.00		\$1,846.00		100.00%
21	Change Order HVAC	\$3,071.00	\$3,071.00		\$3,071.00		\$3,071.00		100.00%
22	Change Order Hallway Sheetrock	\$3,314.00	\$3,314.00		\$3,314.00		\$3,314.00		100.00%
		\$136,139.00	\$116,403.00	\$19,736.00	\$136,139.00		\$136,139.00	\$0.00	100.00%
									\$5,820.15

**RIKE OGDEN FIGUEROA ALLEX ARCHITECTS INC.
CHANGE ORDER NO. 1**

PROJECT: Relo. Of McAllen Headstart Hidalgo County	CHANGE ORDER NO.: One (1)
TO: Centennial Contractors, Ent. Inc. 4909 E. Grimes, Ste. 118 Harlingen, TX 78550	DATE: 13-Feb-07 PROJECT #: 24004
	CONTRACT FOR: General Construction CONTRACT DATE: 6/15/2006

YOUR ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT

ITEM #1 CARPENTRY:
That amount to provide material and labor for additional wood framing, sheathing and exterior wood trim. ADD \$ 1,517.00

ITEM #2 PLUMBING:
That amount to provide material and labor for replacement of plastic piping, copper piping and respective fittings. ADD \$ 1,846.00

ITEM #3 HVAC:
That amount to provide material and labor for repairs and replacement of HVAC system including ductwork, pipe insulation and electrical. ADD \$ 3,071.00

ITEM #4 GYPSUM BOARD:
That amount to provide material and labor for replacement of additional damaged gypsum board walls and ceilings. ADD \$ 3,314.00

AMOUNT TO BE ADDED TO CONTRACT AMOUNT: \$ 9,748.00

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum/Time.

THE ORIGINAL CONTRACT SUM WAS.....	\$ 126,391.00
NET CHANGES BY PREVIOUSLY AUTHORIZED CHANGE ORDERS.....	
THE CONTRACT SUM PRIOR TO THIS CHANGE ORDER WAS.....	\$ 126,391.00
THE CONTRACT SUM WILL BE CHANGED BY.....	\$ 9,748.00
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE.....	\$ 136,139.00
THE CONTRACT TIME WILL BE CHANGED BY.....	0 DAYS

ARCHITECT	CONTRACTOR	OWNER
ROFA Architects Inc. 1007 Walnut Avenue McAllen, Texas 78501	Centennial Contractors Ent. Inc. 4909 E. Grimes, Ste. 118 Harlingen, Texas 78550	Hidalgo County Head Start Program P.O. Box 0117 Edinburg, Texas 78540
By: <i>Rike Ogden</i>	By:	By:
Date: 2-13-07	Date:	Date:

RFQs

CC REGULAR

Date: 02/27/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Linda Galaviz
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion/Approval to Advertise for Request for Qualifications (RFQs) for the Following Services:

1. Medical and Dental Providers
2. Mental Health Providers
3. Special Services Providers

BACKGROUND

Policy Council Approval: 02/21/07

Revenue & Expenditures

Attachments

Link: [RFQs](#)

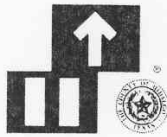
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 08:46 AM	APRV
2	Dale Kennan	Dale Kennan	02/22/2007 11:27 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 05:00 PM	APRV
4	Auditor's Office	Linda Fong	02/22/2007 05:37 PM	APRV
5	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV

Form Started By: Linda Galaviz
Started On: 02/22/2007 07:51 AM

Final Approval Date: 02/23/2007



Hidalgo County Head Start Program Policy Council Agenda

DATE: February 21, 2007

SUBJECT: Discussion/Approval to advertise for Request for Qualifications (RFQ) for the following:


- 1) Medical & Dental Providers
- 2) Mental Health Providers
- 3) Special Services Providers

RATIONALE/NEED: Contracts to expire.

RECOMMENDATION: Administration recommends approval.

COST: As specified on services required.

RELATED INFORMATION INCLUDED: RFQ Requirements

INITIATED BY: Ambrosio Tovar, Procurement Director 

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director 

PROGRAM DIRECTOR'S APPROVAL: Jeres Flores 

**Obsolete Items
CC REGULAR**

Date: 02/27/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Linda Galaviz
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: 02/21/07

Revenue & Expenditures

Attachments

Link: [Surplus Items](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 08:45 AM	APRV
2	Dale Kennan	Dale Kennan	02/22/2007 11:24 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 05:06 PM	APRV
4	Auditor's Office	Linda Fong	02/22/2007 05:36 PM	APRV
5	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV

Form Started By: Linda Galaviz

Started On: 02/22/2007 07:49 AM

Final Approval Date: 02/23/2007



Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2007

SUBJECT: Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repairs.

RECOMMENDATION: Administration recommends approval.

COST: None

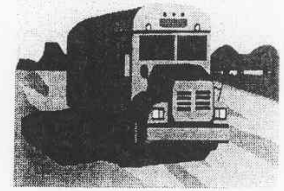
RELATED INFORMATION INCLUDES: List of Surplus Materials/Equipment

INITIATED BY: Oscar Palacios, Field Operations Director 

REVIEWED BY: Edmundo Garcia, Assistant Program Director 

EXECUTIVE DIRECTOR'S APPROVAL: 

MEMORANDUM



To: Edmundo Garcia, Assistant Program Director
From: Oscar Palacios, Field Operations Director ~~X~~
Subj.: Surplus materials/equipment
Date: February 14, 2007
CC: Teresa Flores, Executive Director
Elma Keller, Finance Director
Files

As per our previous conversation, the attachment is a listing of supplies, vehicles and equipment that, in my best judgment, have determined to be obsolete, no longer functional and/or beyond repair. Some of the equipment listed is no longer acceptable by State Licensing Department because it is made out of metal.

I am requesting that you present this list to our Policy Council and Commissioners Court for their consideration and approval to declare the attached listing surplus. Once the request is approved concurrently, the property will be under the custodianship of the County and subsequently auctioned in March, 2007.

Please advise me on your decision so that I may proceed in disposing of the inventory.

Thank you

Attachments

ATTACHMENT - SURPLUS MATERIALS / EQUIPMENT

ITEM	TAG #	SERIAL #	QUANTITY
PLAY WORK STATION	N/A	N/A	1
EASEL CHALK BOARD	N/A	N/A	2
CHILDRENS CHAIRS	N/A	N/A	49
CHILDRENS HIGH WOODEN CHAIR	N/A	N/A	3
4 FT TABLE	N/A	N/A	3
OFFICE CHAIR	N/A	N/A	1
FAX MACHINE	N/A	27249282	1
OCTAGON TABLE	N/A	N/A	1
EXHAUST HOOD	N/A	N/A	1
CHILDREN WOK BENCH	N/A	N/A	2
SPRING METAL HORSE	N/A	N/A	2
PRE-RINSE WASHING SINK	N/A	N/A	2
2 COMPARTMENT SINK	012731	N/A	1
EXHAUST FAN	N/A	N/A	1
METAL ENTRANCE DOOR	N/A	N/A	2
1 COMPARTMENT SINK	N/A	N/A	1
TRICYCLE	001488	N/A	1
TRICYCLE	001487	N/A	1
TRICYCLE	007971	N/A	1
TRICYCLE	N/A	N/A	5
FOOD CARTS	N/A	N/A	8
WORK BENCHES	N/A	N/A	2
HEAD PHONE SET	N/A	N/A	1

ATTACHMENT - SURPLUS MATERIALS / EQUIPMENT

ITEM	TAG #	SERIAL #	QUANTITY
PAPER TOWEL DISPENSER	N/A	N/A	2
CASSETTE PLAYER	N/A	N/A	2
VINYL CHAIR	N/A	N/A	1
RECORD PLAYER CALIFONE	N/A	DJ0910	1
RECORD PLAYER CALIFONE	N/A	H10037	1
RECIPE BOX BROWN	N/A	N/A	2
VACCUM CLEANER RELIVAC	N/A	1851858	1
VACCUNM CLEANER KENT	N/A	1706111	1
OFFICE CHAIR	N/A	N/A	2
TABLE TOP	N/A	N/A	1
METAL DESK	16174	N/A	1
VACCUM CLEANER RELIVAC	N/A	844249	1
VACCUM CLEANER RELIVAC	N/A	185481	1
VACCUM CLEANER RELIVAC	N/A	1851872	1
SERVING BOWLS	N/A	N/A	241
DISH RACKS	N/A	N/A	17
PLASTIC PITCHERS 32OZ	N/A	N/A	52
5OZ TUBLERS	N/A	N/A	127
7OZ TUMBLERS	N/A	N/A	114
3 COMPARTMENT PLATES	N/A	N/A	153
3 SMALL FOOD OR LIQUID DRAINERS	N/A	N/A	153
TEASPOONS	N/A	N/A	111
OVAL PLATTER PLATES	N/A	N/A	14

ATTACHMENT - SURPLUS MATERIALS / EQUIPMENT

ITEM	TAG #	SERIAL #	QUANTITY
FLATWARE DISPEMSER	N/A	N/A	1
FORKS	N/A	N/A	131
KNIVES	N/A	N/A	6
CAN OPENERS	N/A	N/A	2
64 OX PLASTIC PITCHERS	N/A	N/A	6
1/4 CUP SPOODLE	N/A	N/A	29
FOOD THERMOMETER	N/A	N/A	4
SERVING SPOONS	N/A	N/A	7
SPATULAS	N/A	N/A	12
PLASTIC FOOD BOWLS	N/A	N/A	242
MIXING BOWLS STANLESS STEEL	N/A	N/A	25
KETCHUP DISPENER	N/A	N/A	19
ELECTRIC GRIDLE	N/A	N/A	1
PLASTIC CEREAL BOWLS	N/A	N/A	125
BREAKFAST PLATES	N/A	N/A	152
SINK DRAIN W/FAUCET	N/A	N/A	1
REFRI GERATOR KENMORE	006578	LA22112215	1
REFRIGERATOR FRIGIDARE	N/A	LA23803121	1
1991 GMC CARGO VAN UT #27	603524	VIN#1GTD15H3M7516500	1

HIDALGO COUNTY, TEXAS ASSET TRANSFER FORM

(Use this form only for equipment that has the County's ID Tag.)

(For transfer of non-tagged equipment, please contact the Fixed Assets Auditor at the County Auditor's Office.)

	DEPARTMENT NAME	DEPT. NO.	LOCATION
1. TRANSFER TO:			
2. TRANSFER FROM:	Hidalgo County Head Street		

3. DESCRIPTION OF ITEM	COST	INVENTORY TAG NUMBER	SERIAL NUMBER	CURRENT *b CONDITION
1991 GMC CARGO VAN UT #27		603524	1GTD15H3M7516500	Obsolete

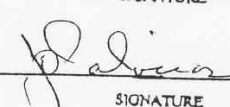
*a JUSTIFICATION FOR TRANSFER OF PROPERTY: Beyond Repair - Obsolete

*a NOTE: A valid reason to transfer the asset must be provided for this asset transfer form to be approved.
 *b For equipment being transferred to Surplus/Warehouse, please indicate the condition of the items as (a,b, or c) where (a) = good working condition, (b) = fair condition, and (c) = Item is broken and beyond repair.

4. The above transfer is hereby approved by the Purchasing Agent:

PRINT NAME	SIGNATURE	DATE

5. I hereby certify that our department does not have any further use for the equipment identified above:

Oscar Palacios		2-14-07
PRINT NAME	SIGNATURE	DATE

6. I hereby certify that I have received the above described equipment for our department/office:

PRINT NAME	SIGNATURE	DATE

7. I hereby certify that the above fixed assets are active in the County's Inventory System:

PRINT NAME	SIGNATURE	DATE

AUDITOR'S USE ONLY
FUND AND CODE CHANGE

TO

FROM

AI-2654
LAP-D
CC REGULAR

13.F.

Date: 02/27/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Linda Galaviz
Department: HEAD START
Agenda Area: Head Start

Agenda Item

CAPTION

Presentation of LAP-D Mid Year Results

BACKGROUND

Revenue & Expenditures

Attachments

Link: [LAP-D](#)

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

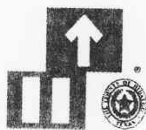
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 08:44 AM	APRV
2	Dale Kennan	Dale Kennan	02/22/2007 11:21 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 04:59 PM	APRV
4	Auditor's Office	Linda Fong	02/22/2007 05:48 PM	APRV
5	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV

Form Started By: Linda Galaviz

Started On: 02/22/2007 07:47 AM

Final Approval Date: 02/23/2007



Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 21, 2007

SUBJECT: Presentation of LAP-D Mid Year Results

RATIONALE/NEED: Head Start guidelines require that the program have in place an assessment system that measures/reports a child's progress and provides information for program planning and follow up. The LAP-D measures children's development performance across four domains: Language Domain, Literacy, Mathematics and Science and is administered three times per year.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Mid Year LAP-D

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: *Teresa Flores*

Agency Name: Hidalgo County Head Start

Head Start Outcomes Report for Hidalgo County Head Start

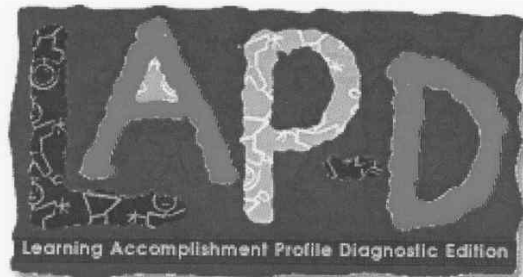
Based on Results From the LAP-D Assessment

Report Period: 08/01/2006 through 02/07/2007

Pre

Mid

Post



Head Start Child Outcome Framework:

Head Start programs must have in place an assessment system that not only measures and reports on a child's progress, but provides information useful for program planning and follow-up. As a standardized assessment instrument, the LAP-D measures children's developmental performance across four domains each containing two subscales and provides information concerning each child's developmental progress as compared to the normative sample. Two additional observation check-lists are included with the LAP-D for Personal/Social Development and Self-Help. The LAP-D provides information useful for measuring and reporting on a child's progress as well as aggregated data for program monitoring.

The following reports correlate the developmental milestones contained in the LAP-D to the Domains, Domain Elements, and Indicators from the Head Start Child Outcomes Framework. Selections were made based on the Domain, Domain Element and Indicator that most closely corresponded to the abilities of typically developing children at the developmental age for each milestone in the LAP-D. There are several instances in which specific milestone(s) could be associated with multiple indicators in the Outcomes Framework. For purposes of correlating the developmental milestones to the Outcomes Framework, we have kept items at a one-to-one association and matched the milestone to the indicator that best matches a child's ability at that age.

(The LAP-D does not measure progress towards listening, understanding and speaking English for non-English speaking children).

Tables 1 and 2 show the correspondence of the LAP-D to the Outcomes Framework. Legislatively, Head Start is required to collect and analyze data on thirteen specific Domain elements and/or indicators. Domains and/or Domain Elements containing these 13 items are denoted with an *.

Table 1

<u>Domain</u>	<u># of Milestones</u>
Language Development *	37
Literacy *	11
Mathematics *	52
Science	17
Creative Arts	3
Social & Emotional	35
Approaches to Learning	3
Physical Health & Development	168

Table 2 (Continued)

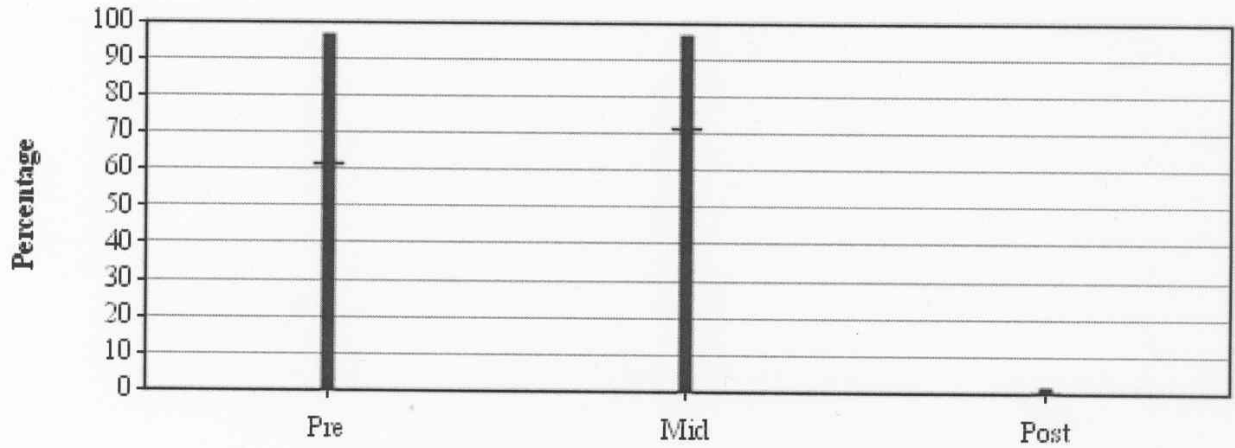
<u>Domain</u>	<u>Domain Element</u>	<u>LAP-D Milestone</u>
Social and Emotional Development	Cooperation	PS3,PS8,PS9,PS11,PS12,PS19,PS22,PS33,PS37,PS39
	Social Relationships	PS1,PS10,PS24,PS25,PS31,PS32,PS36
	Knowledge of Families and Communities	PS15,PS26,PS28,PS29,PS38
Approaches to Learning	Initiative and Curiosity	LN12,LN18,LN22
	Engagement and Persistence	-
	Reasoning and Problem Solving	-
Physical Health and Development	Fine Motor Skills	FM1,FM2,FM4,FM5,FM6,FM8,FM9,FM10,FM11,FM12 FM13,FM14,FM15,FM16,FM19,FM22,FM24,FM25,FM26 FM27,FM28,FW1,FW3,FW4,FW5,FW6,FW7,FW8,FW9 FW10,FW11,FW12,FW14,FW16,FW17,FW18,FW19 FW22,FW24,FW26,FW27,FW28,FW29,FW30,FW31 CC5,CM1,CM2,CM4,CM11,CM14
	Gross Motor Skills	GB1,GB2,GB3,GB4,GB5,GB6,GB7,GB8,GB9,GB10,GB11 GB12,GB13,GB14,GB15,GB16,GB17,GB18,GB19,GB20 GB21,GB22,GB23,GB24,GB25,GB26,GB27,GB28,GB29 GB30,GB31,GB32,GB33,GB34,GO1,GO2,GO3,GO4 GO5,GO6,GO7,GO8,GO9,GO10,GO11,GO12,GO13 GO14,GO15,GO16,GO17,GO18,GO19,GO20,GO21
	Health Status and Practices	SH1,SH2,SH3,SH4,SH5,SH6,SH7,SH8,SH9,SH10,SH11 SH12,SH13,SH14,SH15,SH16,SH17,SH18,SH19,SH20 SH21,SH22,SH23,SH24,SH25,SH26,SH27,SH28,SH29 SH30,SH31,SH32,SH33,SH34,SH35,SH36,SH37,SH38 SH39,SH40,SH41,SH42,SH43,SH44,SH45,SH46,SH47 SH48,SH49,SH50,SH51,SH52,SH53,SH54,SH55,SH56 SH57,SH58,SH59,SH60

Legend: FM Fine Motor: Manipulation GB Gross Motor: Body Movement
 FW Fine Motor: Writing GO Gross Motor: Object Movement
 CM Cognitive: Matching PS Personal/Social
 CC Cognitive: Counting SH Self-Help
 LN Language: Naming
 LC Language: Comprehension

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Language Development
 Domain Element: Listening and Understanding *
 Speaking and Communicating *



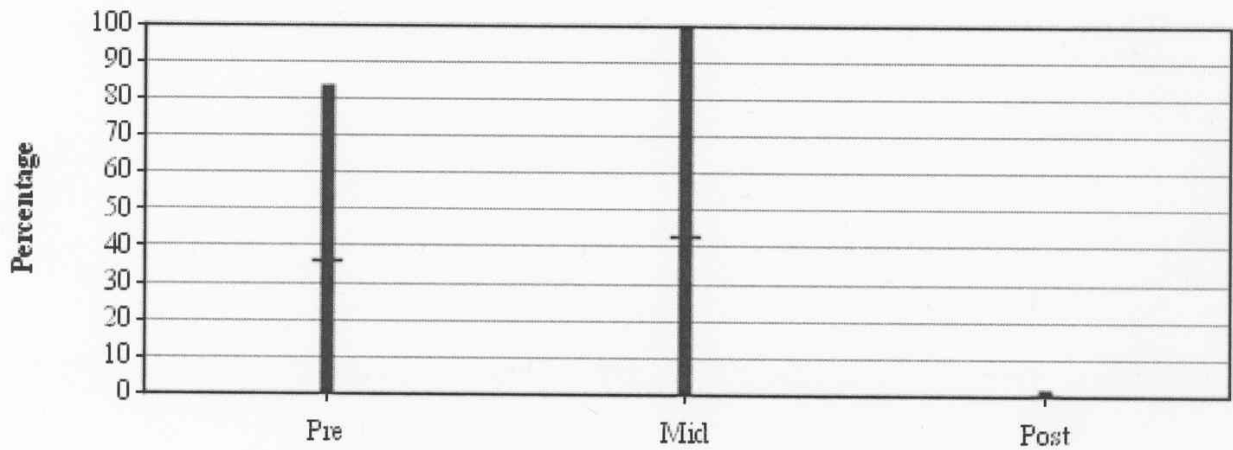
Lowest Percentage	0.00	0.00
Program Average	61.44	71.00
Highest Percentage	94.59	94.59

Program:	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3629	3447	
Average	61.44	71.00	
Avg. Percentage Gain <Loss>		9.56	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Literacy
 Domain Element: Phonological Awareness *
 Book Knowledge and Appreciation *
 Print Awareness and Concepts *
 Early Writing
 Alphabet Knowledge *



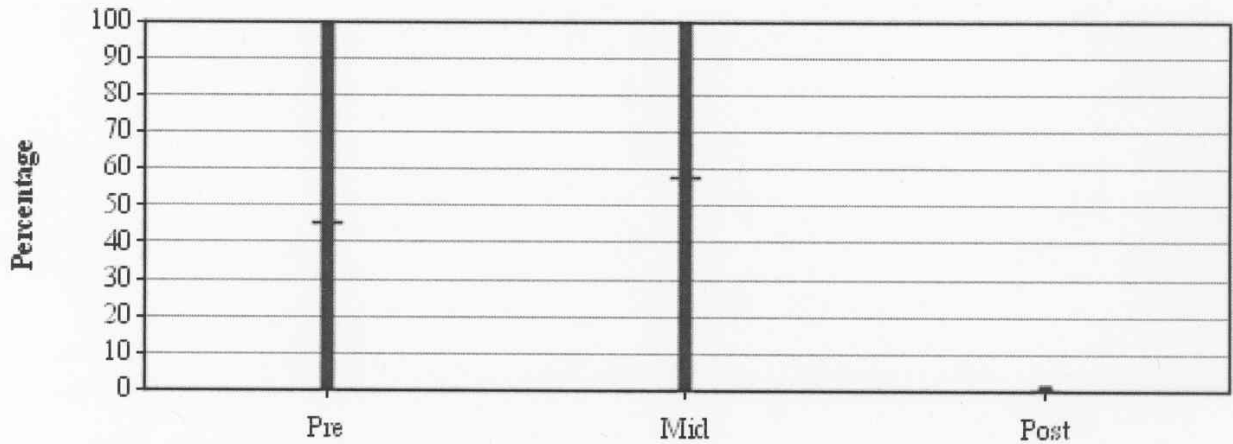
Lowest Percentage	0.00	0.00
Program Average	35.86	42.58
Highest Percentage	81.81	100.00

Program:	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3629	3447	
Average	35.86	42.58	
Avg. Percentage Gain <Loss>		6.71	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Mathematics
 Domain Element: Number and Operations *
 Geometry and Spatial Sense
 Patterns and Measurements



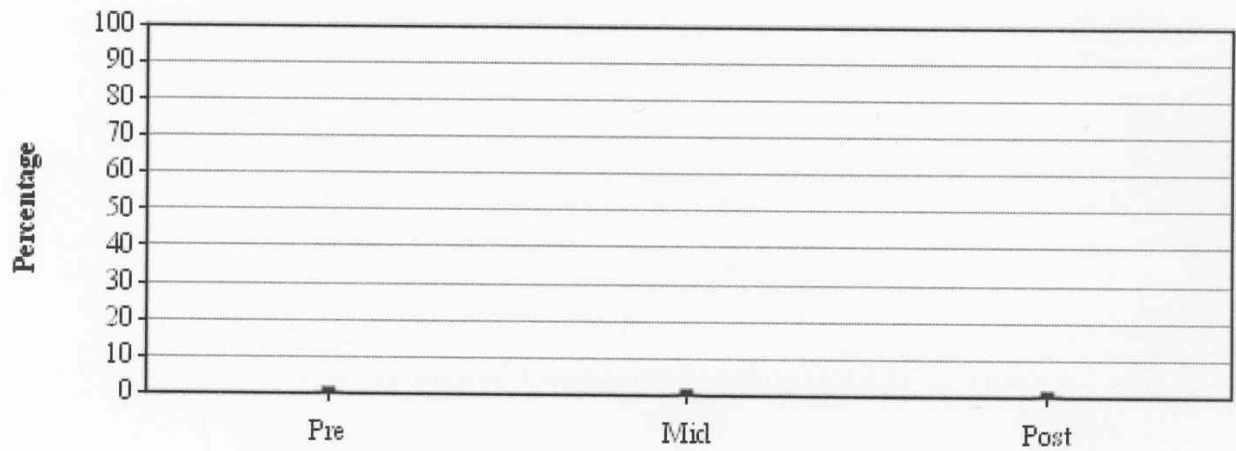
Lowest Percentage	0.00	0.00
Program Average	44.95	57.83
Highest Percentage	98.07	100.00

Program:	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3629	3447	
Average	44.95	57.83	
Avg. Percentage Gain <Loss>		12.88	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Creative Arts
 Domain Element: Music
 Art
 Movement
 Dramatic Play



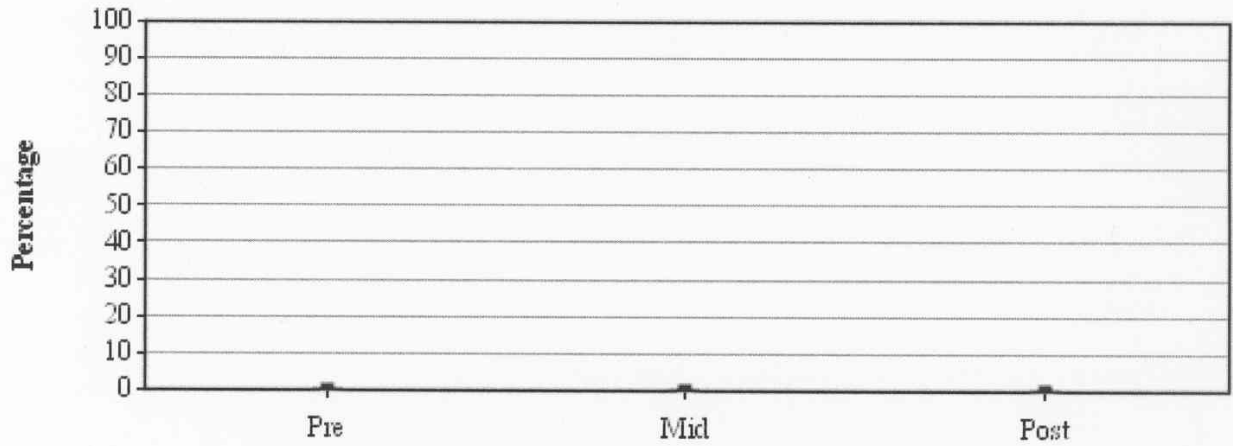
Lowest Percentage	0.00	0.00
Program Average	0.00	0.00
Highest Percentage	0.00	0.00

Program:	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3629	3447	
Average	0.00	0.00	
Avg. Percentage Gain <Loss>		0.00	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Social and Emotional Development
 Domain Element: Self Concept
 Self-Control
 Cooperation
 Social Relationships
 Knowledge of Families and Communities



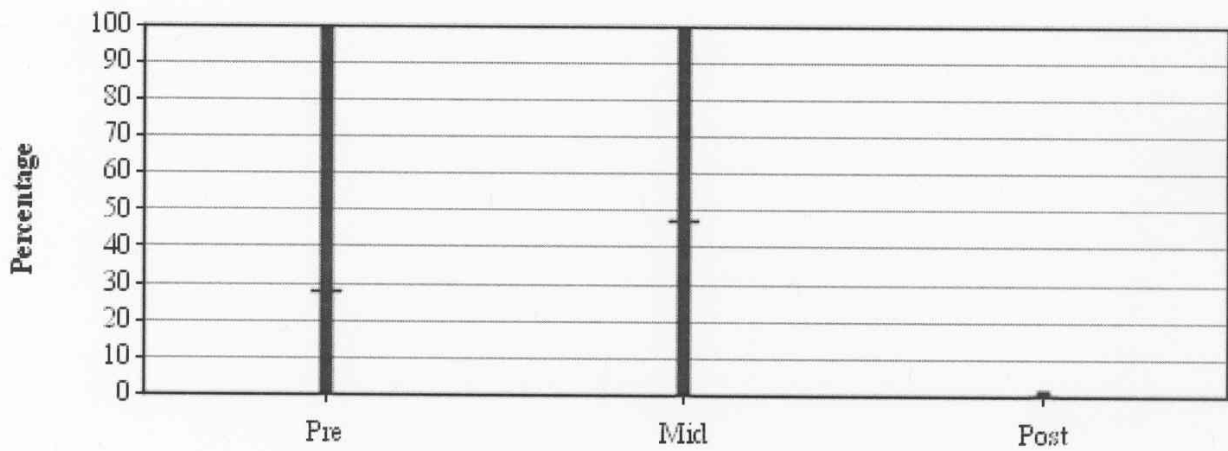
Lowest Percentage	0.00	0.00
Program Average	0.00	0.00
Highest Percentage	0.00	0.00

Program:	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3629	3447	
Average	0.00	0.00	
Avg. Percentage Gain <Loss>		0.00	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Approaches to Learning
 Domain Element: Initiative and Curiosity
 Engagement and Persistence
 Reasoning and Problem Solving



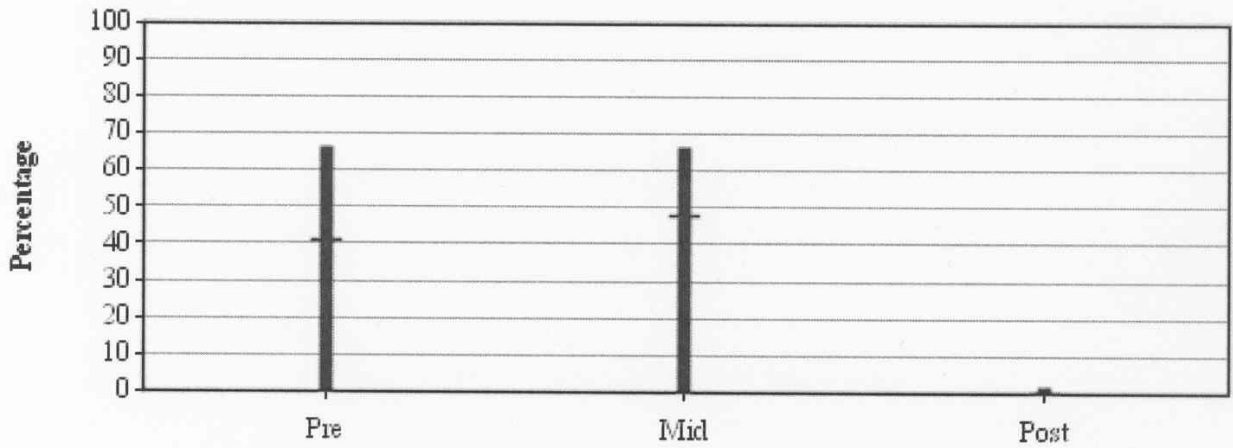
Lowest Percentage	0.00	0.00
Program Average	27.68	47.28
Highest Percentage	100.00	100.00

Program:	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3629	3447	
Average	27.68	47.28	
Avg. Percentage Gain <Loss>		19.59	

The following report reflects the progress of children in the Head Start Domains at Hidalgo County Head Start over time.

Data is analyzed by comparing the number of milestones in each Domain mastered by each child in the program with the total number of potential milestones for that domain. Results are reflected over time showing the child's progress.

Domain: Physical Health and Development
 Domain Element: Fine Motor Skills
 Gross Motor Skills
 Health Status and Practices



Lowest Percentage	0.00	0.00
Program Average	40.93	48.02
Highest Percentage	64.28	64.28

Program:	<u>Pre</u>	<u>Mid</u>	<u>Post</u>
Number of Sites:	43	43	
Number of Children	3629	3447	
Average	40.93	48.02	
Avg. Percentage Gain <Loss>		7.09	

**Sheriff's Office Federal Annual Certification Report
CC REGULAR**

Date: 02/27/2007
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Agenda Item

CAPTION

Requesting authorization for the County Judge to execute the Federal Annual Certification Report for Fiscal Year 2006, as required by the U.S. Department of Justice as a prerequisite to the distribution of Equitably Shared Funds and Property to the Sheriff's Office

BACKGROUND

SEE ATTACHED.

Revenue & Expenditures

Attachments

Link: [Federal Annual Certification Report](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/20/2007 04:45 PM	APRV
2	Budget & Management	Dina Trevino	02/20/2007 10:36 PM	APRV
3	Dale Kennan	Dale Kennan	02/21/2007 01:32 PM	APRV
4	Purchasing Department	Marty Salazar	02/21/2007 02:02 PM	APRV
5	Auditor's Office	Linda Fong	02/22/2007 05:52 PM	APRV
6	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV

Form Started By: Rosie Hinojosa

Started On: 02/20/2007 03:26 PM

Final Approval Date: 02/23/2007



Federal Annual Certification Report

This report must be submitted within 60 days after the close of your fiscal year to the:

Asset Forfeiture and Money Laundering Section
U.S. Department of Justice
10th and Constitution Avenue, NW
Bond Building, 10th Floor
Washington, DC 20530
Fax: (202) 616-1344
E-mail address: afmls.aca@usdoj.gov

Executive Office for Asset Forfeiture
U.S. Department of the Treasury
740 15th Street, NW
Suite 700
Washington, DC 20220
Fax: (202) 622-9610
E-mail address: treas.aca@teoaf.treas.gov



Law Enforcement Agency: Hidalgo County Sheriff's Office

Police Department Sheriff's Office/Department Task Force (attach list of members) Prosecutor's Office Other _____

Contact Person: Sheriff Guadalupe Trevino E-mail Address: _____

Mailing Address: (Street) 711 El Cibolo, PO Bx 1228 (City) Edinburg (State) Texas (Zip Code) 78540

Telephone Number: (956) 383-8114 Fax Number: (956) 393-6027

Agency Fiscal Year Ends on: (Month/Day/Year) 12/31/06 NCIC/ORI/Tracking No.: TX1080000

Summary of Equitable Sharing Activity (Fiscal Year Ending 2006)

	Justice Funds (DEA, FBI, etc) ¹	Treasury Funds (IRS, ICE, etc) ²
1. Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY) ..	\$ 70,730.20	\$ 61,833.27
2. Federal Sharing Funds Received from the Department of Justice and the Department of the Treasury	\$ 71,689.13	\$ 91,705.10
3. Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete attachment)	\$	\$
4. Other Income	\$	\$
5. Interest Income Accrued (<input type="checkbox"/> check if non-interest-bearing account)	\$ 3,855.21	\$ 3,492.12
6. Total Equitable Sharing Funds (total of lines 1 - 5)	\$ 146,274.54	\$ 157,030.49
7. Federal Sharing Funds Spent (total of lines a - n)	\$ (28,929.44)	\$ (55,123.00)
8. Ending Equitable Sharing Fund Balance (subtract line 7 from line 6)	\$ 117,345.10	\$ 101,907.49
9. Appraised Value of Other Assets Received	\$	\$

Summary of Shared Monies Spent

a. Total spent on salaries for new, temporary, not to exceed 1-year employees	\$	\$
b. Total spent on overtime	\$	\$
c. Total spent on informant and "buy money"	\$	\$
1. Total spent on travel and training	\$ 46.47	\$
2. Total spent on communications and computers	\$ 28,882.97	\$ 15,123.00
3. Total spent on firearms and weapons	\$	\$
4. Total spent on body armor and protective gear	\$	\$
5. Total spent on electronic surveillance equipment	\$	\$
6. Total spent on building and improvements	\$	\$
7. Total spent on drug education and awareness programs	\$	\$
8. Total spent on other law enforcement expenses (complete attachment)	\$	\$ 40,000.00
9. Total transfers to other state and local law enforcement agencies (complete attachment)	\$	\$
m. Total permissible use transfers (complete attachment)	\$	\$
Amount of line (m) used for drug abuse treatment and prevention programs	\$	\$
n. Total spent on matching grants (complete attachment)	\$	\$
Your agency's budget for current fiscal year	2007 \$ 42,009,032.03	
Your jurisdiction's budget for current fiscal year	2007 \$ 174,383,289.59	
Your agency's budget for prior fiscal year	2006 \$ 38,843,110.13	
Your jurisdiction's budget for prior fiscal year	2006 \$ 155,969,658.45	

Under the penalty of perjury, the undersigned hereby certify that the information in this report is an accurate accounting of funds received and spent by the law enforcement agency under the federal equitable sharing program during this reporting period.

Name (Print or Type) Guadalupe Trevino Date 02/20/07
Law Enforcement Agency Head

Name (Print or Type) Juan D. Salinas III Date _____
Governing Body Head

Signature: [Signature]
Title: Hidalgo County Sheriff

Signature: _____
Title: Hidalgo County Judge

This form is subject to the Freedom of Information Act and may be released under 5 U.S.C. § 552. See www.usdoj.gov/criminal/afmls.html or www.treas.gov/offices/enforcement/teof for additional forms.

Justice Funds include under Justice funds shared cash, proceeds, and property received from the Drug Enforcement Administration (DEA), Federal Bureau of Investigation (FBI), U.S. Attorney's Office, U.S. Postal Inspection Service, and U.S. Department of Agriculture.

Treasury Funds include under Treasury funds shared cash, proceeds, and property received from the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)*, Internal Revenue Service (IRS), U.S. Customs and Border Protection, U.S. Coast Guard, U.S. Secret Service, and U.S. Coast Guard.

*The Bureau of Alcohol, Tobacco, Firearms and Explosives is a component of the Department of Justice, but ATF's equitable sharing is currently processed by the Department of the Treasury. Until further notice, please deposit all equitably shared cash and proceeds from ATF in your agency's Treasury fund.

April 2005

Federal Annual Certification Report Attachment

3. Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces

Name of Law Enforcement Agency	Agency Address	Amount Received	
		Justice Funds	Treasury Funds
		\$	\$
		\$	\$
		\$	\$

If additional space is needed, please attach additional page. Attachment Yes No

k. Total Spent on Other Law Enforcement Expenses

Item Purchased	Amount Spent	
	Justice Funds	Treasury Funds
Motor Home	\$	\$ 40,000.00
	\$	\$
	\$	\$

If additional space is needed, please attach additional page. Attachment Yes No

l. Total Transfers to Other State and Local Law Enforcement Agencies

Name of Law Enforcement Agency	Agency Address	Amount Transferred	
		Justice Funds	Treasury Funds
		\$	\$
		\$	\$
		\$	\$

If additional space is needed, please attach additional page. Attachment Yes No

m. Total Permissible Use Transfers

Name of Recipient Agency	Amount Spent
	Justice Funds
	\$
	\$
	\$

If additional space is needed, please attach additional page. Attachment Yes No

n. Total Spent on Matching Grants

Name of Grant	Amount Spent	
	Justice Funds	Treasury Funds
	\$	\$
	\$	\$
	\$	\$

If additional space is needed, please attach additional page. Attachment Yes No

**Sheriff's Federal Sharing-U.S. Department of Treasury Fund 1228
CC REGULAR**

Date: 02/27/2007
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Agenda Item

CAPTION

Approval to appropriate the December 31, 2006 Fund Balance (Unreserved) in the amount of \$101,907.49 in the Sheriff's Federal Sharing - U.S. Department of Treasury Fund for the year 2007.

BACKGROUND

See Attached Budget Amendment.

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/22/2007 11:14 AM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 05:11 PM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 05:12 PM	APRV
4	Auditor's Office	Linda Fong	02/22/2007 05:54 PM	APRV
5	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV
Form Started By: Rosie Hinojosa			Started On: 02/21/2007 03:59 PM	

Final Approval Date: 02/23/2007

DATE: February 21, 2007
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing-U.S. Department of
ACCOUNT NUMBER: 7-1228-421-00-280-006-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordar
 Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
7-1228-421-00-280-006-0-532	CELLULAR PHONE
7-1228-421-00-280-006-0-611	POLICE AND CAMERA SUPPLIES
7-1228-421-00-280-006-0-664	OTHER MINOR EQUIPMENT
7-1228-421-00-280-006-0-747	SOFTWARE
7-1228-421-00-280-006-0-748	OTHER EQUIPMENT

TOTAL BUDGET INCREASE REQUEST

REASON: TO APPROPRIATE THE DECEMBER 31, 2006 FUND BALANCE (UNRESER'
FEDERAL SHARING - U.S. DEPARTMENT OF TREASURY FUND FOR THE YEAR 2007

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

i Treasury

nce with Local Government

AMOUNT	
	5,000.00
	10,000.00
	20,000.00
	30,000.00
	36,907.49
	101,907.49

VED) IN THE SHERIFF'S

7.

ATTEST COUNTY CLERK

**Sheriff's Federal Sharing - U.S. Department of Justice
CC REGULAR**

Date: 02/27/2007
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Agenda Item

CAPTION

Approval to appropriate the December 31, 2006 Fund Balance (Unreserved) in the amount of \$117,345.10 in the Sheriff's Federal Sharing - U.S. Department of Justice Fund for the year 2007.

BACKGROUND

See Attached Budget Amendment.

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/22/2007 11:14 AM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 05:23 PM	APRV
3	Sergio Cruz	Sergio Cruz	02/22/2007 05:26 PM	APRV
4	Purchasing Department	Marty Salazar	02/23/2007 01:58 PM	APRV
5	Auditor's Office	Linda Fong	02/24/2007 08:34 AM	APRV
6	Court Administrator			NEW

Form Started By: Rosie Hinojosa

Started On: 02/21/2007 04:32 PM

Final Approval Date:

DATE: February 21, 2007
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Department
ACCOUNT NUMBER: 7-1229-421-00-280-007-0-XXX

SUBJECT: Budget Amendments (Increases) in Accord
 Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
7-1229-421-00-280-007-0-532	CELLULAR PHONE
7-1229-421-00-280-007-0-534	INTERNET
7-1229-421-00-280-007-0-583	OUT OF COUNTY EMPLOYEE TRAVEL
7-1229-421-00-280-007-0-584	REGISTRATION FEES
7-1229-421-00-280-007-0-664	OTHER MINOR EQUIPMENT
7-1229-421-00-280-007-0-748	OTHER EQUIPMENT

TOTAL BUDGET INCREASE REQUEST

REASON: TO APPROPRIATE THE DECEMBER 31, 2006 FUND BALANCE (UNRESE
FEDERAL SHARING - U.S. DEPARTMENT OF JUSTICE FUND FOR THE YEAR 2007.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
 DATE

Department of Justice

Expenditure with Local Government

AMOUNT	
	39,000.00
	6,000.00
	5,000.00
	2,000.00
	10,000.00
	55,345.10
	117,345.10

APPROVED) IN THE SHERIFF'S

ATTEST COUNTY CLERK

**Sheriff's Investigation Fund 1227-HB 65
CC REGULAR**

Date: 02/27/2007
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Agenda Item

CAPTION

- 1) Approval to appropriate the December 31, 2006 Fund Balance (Unreserved) in the amount of \$172,502.09 in the Sheriff's Investigation Fund 1227-HB 65 for the year 2007; and,
- 2) Approval to appropriate monies received on a seizure award in the Sheriff's Investigation Fund 1227-HB 65 in the amount of \$43,012.63 for a total of \$215,514.72.

BACKGROUND

See Attached Budget Amendment.

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	02/22/2007 10:33 AM	APRV
2	Sergio Cruz	Sergio Cruz	02/22/2007 05:08 PM	APRV
3	Dina Trevino	Dina Trevino	02/23/2007 09:06 AM	APRV
4	Purchasing Department	Marty Salazar	02/23/2007 01:58 PM	APRV
5	Auditor's Office	Linda Fong	02/24/2007 08:37 AM	APRV
6	Court Administrator			NEW

Form Started By: Rosie Hinojosa

Started On: 02/22/2007 09:00 AM

Final Approval Date:

DATE: February 21, 2007
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Investigation Fund 1227-HB 65
ACCOUNT NUMBER: 7-1227-421-00-280-005-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
7-1227-421-00-280-005-0-113	FULL TIME EMPLOYEES
7-1227-421-00-280-005-0-211	HEALTH INSURANCE
7-1227-421-00-280-005-0-212	LIFE INSURANCE
7-1227-421-00-280-005-0-220	FICA
7-1227-421-00-280-005-0-230	RETIREMENT
7-1227-421-00-280-005-0-250	UNEMPLOYMENT
7-1227-421-00-280-005-0-260	WORKER'S COMPENSATION
7-1227-421-00-280-005-0-311	MANAGEMENT CONSULTING SVCS.
7-1227-421-00-280-005-0-320	PROFESSIONAL
7-1227-421-00-280-005-0-336	COMPUTER SERVICES
7-1227-421-00-280-005-0-339	OTHER PROFESSIONAL SERVICES
7-1227-421-00-280-005-0-342	INFORMATION & CREDIT SERVICES
7-1227-421-00-280-005-0-350	CONTRACTUAL SERVICES
7-1227-421-00-280-005-0-583	OUT OF COUNTY EMPLOYEE TRAVEL
7-1227-421-00-280-005-0-584	REGISTRATION FEES
7-1227-421-00-280-005-0-664	OTHER MINOR EQUIPMENT
7-1227-421-00-280-005-0-665	MINOR COMPUTER EQUIPMENT
7-1227-421-00-280-005-0-667	MINOR SOFTWARE
7-1227-421-00-280-005-0-745	COMPUTER EQUIPMENT
7-1227-421-00-280-005-0-747	SOFTWARE
7-1227-421-00-280-005-0-748	OTHER EQUIPMENT
7-1227-421-00-280-005-0-831	COURT COSTS

TOTAL BUDGET INCREASE REQUEST

7-1227-352-30-280-000-0-000 SHRF INVESTIG HB65-CRT ORD CONFISCATIONS
NOTE: *Unreserved Fund Balance*

REASON: To appropriate the December 31, 2006 Fund Balance (Unreserved) in the Sheriff's Investigation Fund 1227-HB 65 for the year 2007; and also to appropriate monies received from the Sheriff's Investigation Fund 1227-HB 65 for the year 2006 in the amount of \$43,012.63 for a combined total of \$215,514.72.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____ / ____ / ____
DATE

ance with Local Government

AMOUNT
39,000.00
4,164.00
40.00
3,000.00
3,500.00
200.00
275.00
10,000.00
5,000.00
5,000.00
5,000.00
5,000.00
15,000.00
7,500.00
2,500.00
20,000.00
5,000.00
5,000.00
20,000.00
20,000.00
30,335.72
10,000.00

\$215,514.72

\$43,012.63
\$172,502.09

ount of \$172,502.09 in the Sheriff's
ed on a seizure award in the amount c

ATTEST COUNTY CLERK

Date: 02/27/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Agenda Item

CAPTION

1. PRELIMINARY APPROVAL
 - a. Linn-Tex Subdivision – Pct. 4 (Francisco Cerda)
 - b. Alamo Crossing Subdivision – Pct. 2 (Roel Rodriguez)
 - c. Maiz Acres No. 4 Subdivision – Pct. 1 (Evon Harbison)
 - d. Huisache Acres No. 8 Subdivision – Pct. 1 (Rick Harbison)
 - e. La Joya ISD No. 22 Subdivision – Pct. 3 (Elda Benavides)
2. FINAL APPROVAL
 - a. Stonny Brook Subdivision Ph. 1 – Pct. 4 (Antonio Villarreal)
3. FINAL APPROVAL WITH FINANCIAL GUARANTEE
 - a. Evergreen Valley Estates Ph. 3 – Pct. 4 (Tillman Welch)
 - b. MGM Grand Ranches Ph. 4-B – Pct. 4 (Richard Garza)
4. REIMBURSEMENT OF A CASH DEPOSIT
 - a. Sendero Trails Ph. I Subdivision – Pct. 4 (Elio Botello)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Linn Tex - Prelim.](#)
Link: [Linn Tex - plat](#)
Link: [Alamo Crossing - Prelim.](#)
Link: [Alamo Crossing - plat](#)
Link: [Maiz Acres 4 - Prelim](#)
Link: [Maiz Acres 4 - Plat](#)
Link: [Huisache Acres 8 - Prelim.](#)
Link: [Huisache Acres 8 - Plat](#)
Link: [La Joya ISD 22 - Prelim.](#)
Link: [La Joya ISD 22 - Plat](#)
Link: [Stonny Brook - Final](#)
Link: [Stonny Brook - Plat](#)
Link: [Evergreen Valley 3 - Final](#)
Link: [Evergreen Estates 3 - Plat](#)
Link: [MGM Grand Ranches 4B - Final](#)
Link: [MGM Grand 4B- Plat](#)
Link: [REVISED](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 11:23 PM	APRV
2	Purchasing Department	Marty Salazar	02/22/2007 09:19 AM	APRV

3 Auditor's Office Linda Fong 02/22/2007 05:21 PM APRV
4 Court Administrator Monica Badillo 02/23/2007 04:40 PM APRV

Form Started By: Nora Cavazos **Started On:** 02/21/2007 03:17 PM

Final Approval Date: 02/23/2007



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: February 21, 2007

RE: **Linn-Tex Subdivision – Pct. 4**
Preliminary Approval

Linn-Tex Subdivision is a three (3) lot subdivision located on the East side of US Highway 281 approximately 2250 feet South of Palm Drive.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 21, 2007. The proposed subdivision lies within Zone "A & C" as per FEMA's FIRM.

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

Water Services will be provided by City of Edinburg. There is an existing two (2) inch waterline along US Hwy. 281 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 **February 20, 2007** subject to staff comments and future recommendations by Planning and other departments.

**LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW**

Name of Subdivision: _____

Linn-Tex 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> As per MPO US Expressway 281 is proposed to be 350 feet of road ROW. There for additional road ROW will be require to be dedicated by this plat.	01-31-07	JRT
B	Please provide dimension from ROW line to center line of street and label the total existing ROW for US expressway 281.	“	“
C	Show asphalt pavement width on 3 rd sheet only and tie down flood zone “A” from original property line.	“	“
D	Verify with TxDOT on driveway access on to subdivision. Provide a note restriction if limited to one access.	“	“
E	Why is 30 feet access esmnt being provide?	“	“
F	Tie down subdivision property corner to Palm Drive street intersection as describe on subdivision location description.	“	“
G	As per index to sheet description; add HCDD#1, Irrigation Dist, and Engineer Certifications on (sheet 1) and Subdividers certificate and statement on (sheet 2)	“	“
H	<u>PLAT NOTES:</u> #2) front setback should be 50 feet #5) Provide a 2 nd BM within subdivision (permanent on a co. slab w/ disk & elevation) #13) complete this note: <i>“and proposed improvements are constructed in accordance with county and state standards.”</i> → see attachment for additional plat note restriction: <ul style="list-style-type: none"> • Water well with in 150 feet • Drainage swale esmnt note • TxDOT driveway permit & construction note. 	“	“
I	Provide irrigation district certification signature block.	“	“
J	<u>2ND SHEET COMMENTS:</u> Submit a copy of soil evaluation report.		
K	A re inspection report from HCHD will be require for all existing OSSF.	“	“
L	Existing fence inside drainage swale esmnt need to be remove or relocated along property lot line.	“	“
M	Correct lot water service detail to coincide with subdivision and also provide symbol for exiting water meter and correct size of ex-water lien.	“	“
N	<u>3RD SHEET COMMENTS:</u> TxDOT driveway permit are require prior to subdivision approval and extend topo elevati500 feet towards the east side of subdivision.	“	“

SUBDIVISION PLAT OF:
LINN-TEX SUBDIVISION

A 10.73 ACRE TRACT OF LAND OUT OF LOTS 8 AND 9, BLOCK 7, FRESH WATER FARMS SUBDIVISION No. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 55, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 572139, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A 10.73 ACRE TRACT OF LAND OUT OF LOTS 8 AND 9, BLOCK 7, FRESH WATER FARMS SUBDIVISION No. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 55, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 572139, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 572139, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 572139, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING AT A 3/4" IRON PIPE FOUND ON THE SOUTH LINE OF LOT 9 AND ON THE EAST FRONT OF WAY LINE OF U.S. HIGHWAY 281 FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID PIPE BEARS S 82°17'24" E, 220.00 FEET FROM THE SOUTHWEST CORNER OF LOT 9.

THENCE N 08°30'45" E (DEED RECORD: N 08°30'45" E), ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 367.59 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4555 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE N 08°37'30" E, ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281, A DISTANCE OF 21.70 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THE CONCEPCION OCHOA TRACT (THE EAST 1.24 ACRES OF THE WEST 2.0 ACRES OF THE NORTH 5.0 ACRES OF LOT 8, BLOCK 7, FRESH WATER FARMS SUBDIVISION No. 3, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2428, PAGE 89, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE S 81°33'30" E, ALONG THE SOUTH LINE OF THE CONCEPCION OCHOA TRACT, THE SOUTH LINE OF THE ARMANDO GARCIA TRACT (THE WEST 1/2 ACRES OF THE EAST 3.0 ACRES OF THE NORTH 5.0 ACRES OF LOT 8, BLOCK 7, FRESH WATER FARMS SUBDIVISION No. 3, ACCORDING TO GENERAL WARRANTY DEED RECORDED IN VOLUME 1226, PAGE 32, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE SOUTH LINE OF THE SERAFIN GARCIA, SR. TRACT (THE WEST 1 1/4 ACRES OF THE EAST 2 1/4 ACRES OF THE NORTH 5.0 ACRES OF LOT 8, BLOCK 7, FRESH WATER FARMS SUBDIVISION No. 3, ACCORDING TO GENERAL WARRANTY DEED RECORDED IN VOLUME 1186, PAGE 744, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE SOUTH LINE OF THE MANUEL JUJENEC TRACT (THE EAST 1.0 ACRE OF THE NORTH 5.0 ACRES OF LOT 8, BLOCK 7, FRESH WATER FARMS SUBDIVISION No. 3, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1844, PAGE 811, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 1,232.00 FEET TO A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 9 FOR THE SOUTHWEST CORNER OF THE MANUEL JUJENEC TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE S 08°30'45" W (MAP RECORD: S 08°30'45" W), ALONG THE EAST LINE OF LOT 8 AND 9, A DISTANCE OF 368.67 FEET (DEED RECORD: 370.03 FEET) TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 9 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE N 82°17'24" W (MAP RECORD: N 82°17'24" W), ALONG THE SOUTH LINE OF LOT 9, A DISTANCE OF 1,232.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.73 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH FRESH WATER FARMS SUBDIVISION No. 3, RECORDED IN VOLUME 9, PAGE 55, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND ALL INFORMATION CONTAINED HEREIN ARE TRUE AND CORRECT AND PREPARED FROM ACTUAL SURVEY OF THE PROPERTY SHOWN ON THE THE ABOVE DESCRIBED MAP.



Alfonso Quintanilla
ALFONSO QUINTANILLA
PLATE NO. 95534
DATE 12-11-06

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

I, FRANCISCO CERDA, A MARRIED PERSON, AS OWNER OF THE 10.73 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LINN-TEX SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DECLARE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.022 AND THAT:

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

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

FRANCISCO CERDA
P.O. BOX 351
LINA, TX. 78553

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, the undersigned notary public, on this day personally appeared FRANCISCO CERDA, known to me through the Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

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

LUISA A. QUINTANILLA - NOTARY PUBLIC
Notary Public
July 25, 1998

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

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

Hidalgo County Judge _____ date
Hidalgo County Clerk _____ date

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

I, _____, COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing the certificate was filed for record at _____ o'clock _____ M on _____, 20____, and was recorded in Book _____, Sheet(s) _____, the Plat Records of Hidalgo County at _____ o'clock _____ M on _____, 20____.

Hidalgo County Clerk _____

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 REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRPERSON PLANNING COMMISSION _____ DATE _____

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

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

ALFONSO QUINTANILLA
PLATE NO. 95534
DATE 2-16-07

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

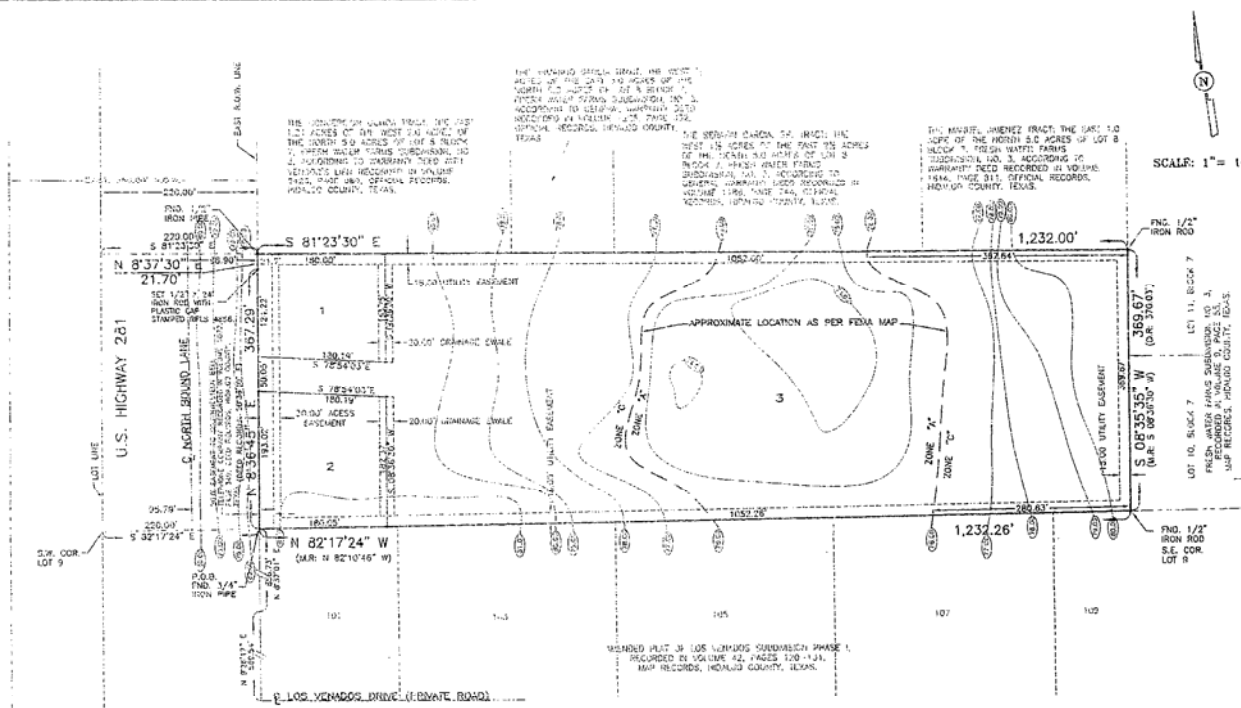
ALFONSO QUINTANILLA
PLATE NO. 95534
DATE 2-16-07



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

ALFONSO QUINTANILLA
PLATE NO. 95534
DATE 2-16-07

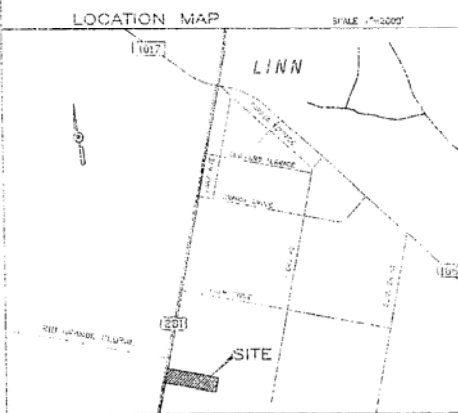
SHEET NO. 1	PREPARED BY	DATE	APPROVED BY
OF 3 SHEETS	ALFONSO QUINTANILLA	2-16-07	ALFONSO QUINTANILLA



LOT	AREA (SQ. FT.)	AC.
1	26,571.50	0.610
2	52,236.00	1.220
3	486,298.50	11.210

INDEX OF SHEETS

- SHEET 1 - GENERAL NOTES, LOCATION MAP AND 1/4" SCALE PLAN OF THE ENTIRE TRACT; DESCRIBES LOTS AND EASEMENTS; SURVEYED CORNER PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; H&A CERTIFICATE; H&A CERTIFICATE; REVISION NOTES.
- SHEET 2 - ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER SYSTEMS; ENGINEER'S CERTIFICATION; DESIGN AND DRAINAGE VIDEOS; SUBDIVISION CERTIFICATION; STATEMENT; WATER & OSSF DISTRIBUTION LAYOUT REVISION NOTES.
- SHEET 3 - ENGINEER'S REPORT, INCLUDING DESCRIPTION OF DRAINAGE MAP OF TOPOGRAPHY OF DRAINAGE; AND ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS REVISION NOTES.



PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "A"
AREAS OF 100-YEAR FLOOD, BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED.
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF SPECIAL FLOODING (NO SHADING)
COMMUNITY-PANEL NO. 480334 0225 B
EFFECTIVE DATE: JANUARY 2, 1981
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET FRONT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. C.F.N. 480334 0225 B, EFFECTIVE DATE: JANUARY 2, 1981 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAN. CONTRACTOR SERVICES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- SETBACKS:
FRONT 50.00 FEET
REAR 12.00 FEET
SIDE 12.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES.
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL. APPROPRIATE USE CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 1'8" ABOVE CENTER OF STREET FOR 1/2" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATES MAY BE REQUIRED FOR LOTS LOCATED WITHIN A FLOODPLAIN FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY FINE AND FINEST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A FLOODPLAIN FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- REMARKS NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No. 1 - 69.99 ON TOP OF 3/4" PIPE FOUND AT THE EAST CORNER LINE OF U.S. 281 AND 200' W PROPERTY LINE INTERSECTION. 11.11' TO 30' SHOWN.
- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DESIGN A TOTAL OF 22,560.37 (THIRTY-TWO THOUSAND FIVE HUNDRED AND SIXTY) SQUARE FEET OF DRAINAGE STRUCTURE IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET NO. 3.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL JURISDICTION OF A MUNICIPALITY:
LINN-TEX SUBDIVISION IS LOCATED IN NORTH HIDALGO COUNTY ON THE EAST SIDE OF U.S. 281 APPROXIMATELY 2,550.00 FEET SOUTH OF PALM SPRING. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 52,755). LINN-TEX SUBDIVISION LIES APPROXIMATELY 3.80 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S ONE-MILE (3) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRECINCT 4.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: FRANCISCO CERDA	234 E. STUBBS ST.	EDINBURG, TX 78541	(361) 381-2981	(361) 318-0043
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS ST.	EDINBURG, TX 78541	(361) 381-6480	(361) 381-0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS ST.	EDINBURG, TX 78541	(361) 381-6480	(361) 381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-6480
EDINBURG, TEXAS 78541 FAX 956-381-0527



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: February 21, 2007

RE: **Alamo Crossing Subdivision – Pct. 2**
Preliminary Approval

Alamo Crossing Subdivision is an eleven (11) lot subdivision located approximately 208 feet West from the intersection with Alamo and Minnesota Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 17, 2007. The proposed subdivision lies within Zone "B" as per FEMA's FIRM.

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

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Alamo 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 **February 20, 2007** subject to staff comments and future recommendations by Planning and other departments.

**LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW**

Name of Subdivision: Alamo Crossing 1st Review Page 1 of 2

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

Item Log #	Description of Item	Date	Logger's Initials
A	<u>1ST SHEET COMMENTS:</u> Label additional road ROW dedicated by this plat for Minnesota and Alamo Road.	01-24-07	JRT
B	Correct south adjoining property owners legal description by mentioning John Cardenas and A. Fonseca Subdivisions with volume and page.	"	"
C	Label if existing 12" valve will be remove, and also verify if theirs irrigation line or esmnt crossing subdivision property.	"	"
D	Verify with NAWSC if they have a concern with the common access parking esmnt overlapping their exclusive esmnt.	"	"
E	<u>PLAT NOTES:</u> #2) <u>SETBACKS:</u> <ul style="list-style-type: none"> • Front shall be 50 feet on lots fronting Alamo Rd • Rear should be 15 feet or esmnt which ever is greater. #5) provide a permanent BM with in subdivision (conc. Slab w/disk & datum) #15) provide new updated note wording restriction. (see attachment) #17) Add the following to this note, " <i>and shall have only one common driveway access for lots 12 thru 14.</i> " →see attachment for additional plat note regarding TxDOT drive way permits and also add a plat note restricting access entrance on to lots 1 and 11 from Minnesota Rd. ←	"	"
F	As per location subdivision description please provide approximate distance from Minnesota and Alamo Road intersection and correct LGC for the city 1 mile ETJ.	"	"
G	Correct index to sheet information: HCDD#1 and HC irrigation dist. #2 for sheet one, water and ossf distribution layout for sheet 2 and construction details for sheet 3.	"	"
H	<u>2ND SHEET COMMENTS:</u> TxDOT and HCROW permit for water line crossing is required prior to receive preliminary approval.	"	"
I	Verify if HCROW dept if they have a concern with extending the prop. Water line with in Minnesota Road ROW.	"	"
J	Complete engineer report with construction amounts for water facilities, 30 year agreement with NAWSC and water meters installation dead lines.	"	"
K	<u>3RD SHEET COMMENTS:</u> Extend topo elevation 500 feet toward the north and west side of this subdivision property.	"	"
L	TxDOT driveway permit is require for access from FM 907.	"	"
M	Label for contractor to re-grade Alamo Road side ditch.	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		



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: February 21, 2007

RE: **Maiz Acres No. 4 Subdivision – Pct. 1**
Preliminary Approval

Maiz Acres No. 4 Subdivision is a sixteen (16) lot subdivision located on the West side of Old La Blanca Road, approximately 990 feet South from Mile 11 ½ North Road.

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 August 22, 2006. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Old La Blanca 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 **February 20, 2007** subject to staff comments, future recommendations by Planning and other departments and approval from the City of Donna.

**LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW**

Name of Subdivision: Maiz Acres No.4 1st Review Page 1 of 2

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

Item Log #	Description of Item	Date	Logger's Initials
A	<u>1ST SHEET COMMENTS:</u> Provide street name and verify with 911 Dept Juan Gomes.	02-07-06	JRT
B	Provide owners name and documents number for all adjoining property owners.	"	"
C	Verify curve length for irregular lots on curve data chart.	"	"
D	As per index to sheet description, include Engineer, HCDD#1, county judge and irrigation district certificate on sheet 1 and Sheet 2; Typ water service connections, and owners certificate and statement.	"	"
E	Correct city of Donna population as per 2005 census and update all signature blocks to 2007.	"	"
F	<u>PLAT NOTES:</u> #5) provide a 2 nd BM permanent w/ in subdivision (concrete slab w/ disk, elevation and datum) →add the following plat notes: drainage swale esmnt restriction and restrict access on to lots 1&16 from Old La Blanca Rd.	"	"
G	<u>2ND SHEET COMMENTS:</u> Provide HCROW water line crossing permit on Old La Blanca Rd.	"	"
H	Provide flange elevation for all proposed fire hydrants and correct lot numbers on dual service typ detail.	"	"
I	Show existing canal Row width and documentation.	"	"
J	Show if theirs any existing irrigation line crossing the property as per 24" CSP on the SE corner of prop. Lot 1.	"	"
K	Please label symbol on prop. Street ROW subdivision entrances, and remove if it will interfere with traffic flow.	"	"
L	Please provide notary public certification acknowledgment on subdividers certificate and statement.	"	"
M	As per engineer report, correct description location of existing and proposed water line, to coincide with water distribution design.	"	"
N	Submit soil evaluation reports to our office to verify highlight report.	"	"
O	Provide all total amount and dead lines for installation dates on engineer and sewage report prior to final review.	"	"

MAIZ ACRES SUBDIVISION No. 4

A 10.00 ACRE TRACT OF LAND BEING THE SOUTH HALF OF THE SOUTH HALF OF BLOCK 49, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 422, PAGE 422, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1636940, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 10.00 ACRE TRACT OF LAND BEING THE SOUTH HALF OF THE SOUTH HALF OF BLOCK 49, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 422, PAGE 422, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1636940, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A COTTON PICKER SHINGLE SET ON THE EAST RIGHT OF WAY LINE OF OLD LA BLANCA ROAD FOR THE SOUTHWEST CORNER OF BLOCK 49 AND THE SOUTHWEST CORNER OF THIS TRACT. THENCE: S 89°36' W, ALONG THE SOUTH LINE OF BLOCK 49, PASSING AT 30.00 FEET THE CENTERLINE OF OLD LA BLANCA ROAD, PASSING A 3" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 60.00 FEET FOR THE WEST RIGHT OF WAY LINE OF OLD LA BLANCA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED R.P.A. FOUND FOR THE SOUTHWEST CORNER OF BLOCK 49 AND THE SOUTHWEST CORNER OF THIS TRACT.

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, EVON HARRISON PRESIDENT, OF RHVM MANAGEMENT, LLC, GENERAL PARTNER OF RHVM PROPERTIES, LTD., AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MAIZ ACRES SUBDIVISION NO. 4, HEREBY SUBMIT THE LAND AS DESCRIBED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.022 AND THAT: (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS; (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS SUBMITTED IN THIS PLAT ARE TRUE AND COMPLETE.

Evon Harrison 8-21-06
RHVM PROPERTIES, LTD.
BY: EVON HARRISON, PRESIDENT.
P.O. BOX 1221
WESLACO, TEXAS 77599

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared EVON HARRISON PRESIDENT OF RHVM MANAGEMENT, LLC, GENERAL PARTNER OF RHVM PROPERTIES, LTD., proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 21st day of August, 2006.



Susan J. Headley
SUSAN J. HEADLEY - NOTARY PUBLIC

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees, hereafter 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 Plains Water Supply Corporation, Incorporated (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 appurtenant pipes over and across the lands 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. This easement hereby granted shall extend 15' on each side, and Grantee is hereby authorized to designate the course of the easement. This conveyance shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line or installation, Grantee further grants to Grantor an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the land improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

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

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

IN WITNESS WHEREOF the said Grantor executed this instrument the 21st day of August, 2006.

Evon Harrison
Evon Harrison President, of Rhvm Management, LLC, General Partner of Rhvm Properties, Ltd.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.022(b)

WE THE UNDERSIGNED CERTIFY that this plat of the MAIZ ACRES SUBDIVISION No. 4, was reviewed and approved by the Hidalgo County Commissioners Court on _____

Attest: Hidalgo County Judge _____ Date _____
Hidalgo County Clerk _____ Date _____

COUNTY CLERK'S RECORDING CERTIFICATE

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

STATE OF TEXAS COUNTY OF HIDALGO

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



Eulalio Ramirez
EULALIO RAMIREZ
P.E. No. 77062
DATE 8-18-07

CURVE DATA table with columns: CURVE, LENGTH, RADIUS, DELTA. Includes curves 1 through 10.

LOT AREA (S.F.) AREA (AC) table with columns: LOT, AREA (S.F.), AREA (AC). Lists lots 1 through 16.

LINE DATA TABLE with columns: DATA, BEARING, LENGTH. Lists line segments 1 through 14.

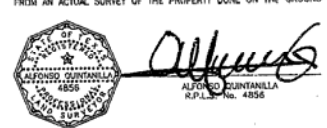
INDEX TO SHEETS

- SHEET 1 - HEADINGS INDEX, LOCATION MAP AND ETC. PRINCIPAL CONTACTS; MAP, LOT, STREETS, AND EASEMENT LAYOUT DESCRIPTION (METES AND BOUNDS), SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.
SHEET 2 - ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION)
SHEET 3 - DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SHIMLES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC. CONSULTING ENGINEERS - LAND SURVEYORS
24 E. DIVISADERO ST. EDINBURG, TEXAS 78940
PHONE: 361-261-6480 FAX: 361-261-0827

STATE OF TEXAS COUNTY OF HIDALGO

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



THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____, 2006.

Secretary _____ President _____

City of Donna, TX CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 212.009(c) and § 212.015(b)

WE THE UNDERSIGNED CERTIFY that this plat of the MAIZ ACRES SUBDIVISION No. 4, was reviewed and approved by the City Council of the City of _____ on _____

Attest: Mayor of the City of Donna _____ Date _____
Secretary of the City of Donna _____ Date _____

APPROVAL OF THE PLANNING COMMISSION OF THE CITY: THIS PLAT MAIZ ACRES SUBDIVISION No. 4 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2006. COMMISSIONER

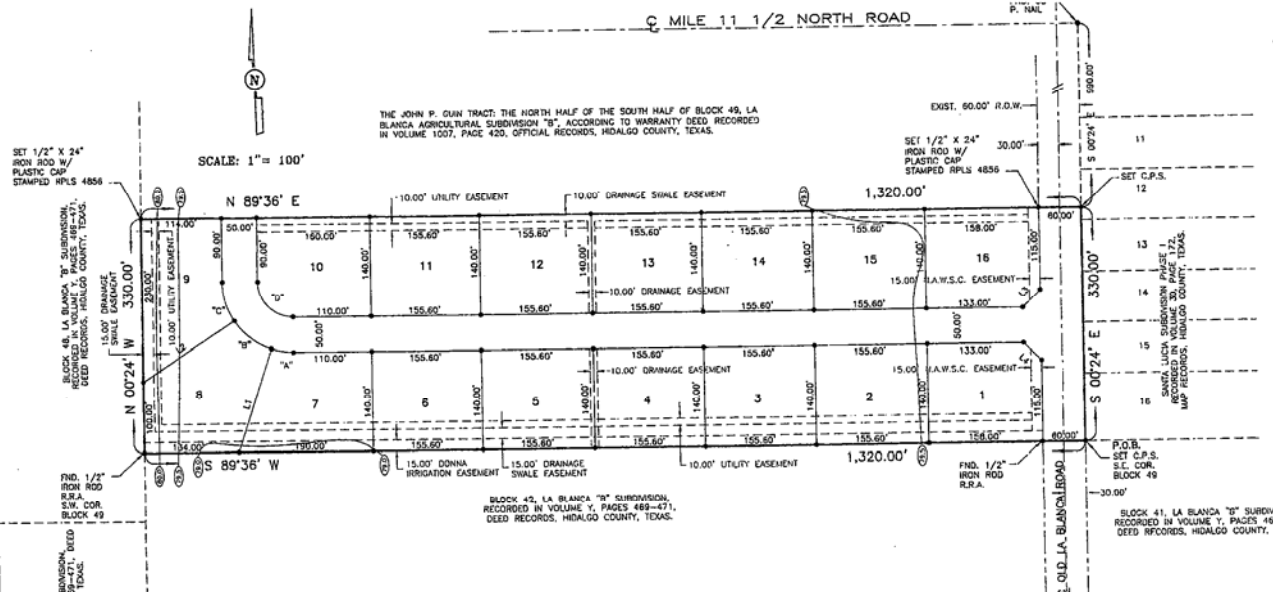
Attest: Secretary _____ Chairman Planning Commission _____

NOTE: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE, CHAPTER 46, SUBCHAPTER 46.03, AND 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: _____

REVISION NOTES table with columns: No., Date, Description.

SHEET NO. 1 OF 3 SHEETS



PLAT NOTES AND RESTRICTIONS: 1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "0" AREAS OF MINOR FLOODING (NO SHADING) C.P.N. 480333 0425 C MAP REVISED: NOVEMBER 16, 1992.

2. SETBACKS: FRONT 25.00 FEET, REAR 15.00 FEET, SIDE 6.00 FEET OR EASEMENT WHICHEVER IS GREATER, CORNER SIDE 10.00 FEET, CORNER GARAGE SIDE 18.00 FEET, GARAGE FRONT 18.00 FEET.

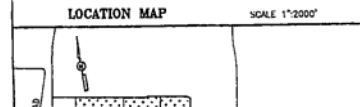
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: I.B.M. No. 1-6087 SET C.P.S. ON THE INTERSECTION OF CENTERLINE OF OLD LA BLANCA ROAD AND THE NORTH PROPERTY LINE OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DESIGN A TOTAL OF 22,219.68 CUBIC FEET (3.66 ACRE FEET) OF STORM WATER RUNOFF DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 3.

7. LEGGID 4 - DENOTES 1/2" X 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY: MAIZ ACRES SUBDIVISION No. 4 IS LOCATED IN EAST HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 11 1/2 NORTH ROAD AND THE WEST SIDE OF OLD LA BLANCA ROAD APPROXIMATELY 580.00 FEET FROM SAID INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA.

PRINCIPAL CONTACTS: Name, Address, City & Zip, Phone, Fax. Includes Evon Harrison, Eulalio Ramirez, and Alfonso Quintanilla.



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: February 21, 2007

RE: **Huisache Acres No. 8 Subdivision – Pct. 1**
Preliminary Approval

Huisache Acres No. 8 is a sixteen (16) lot subdivision located on the West side of Old La Blanca Road, approximately 660 feet South from Mile 11 ½ North Road.

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 August 22, 2006. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Old La Blanca 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.

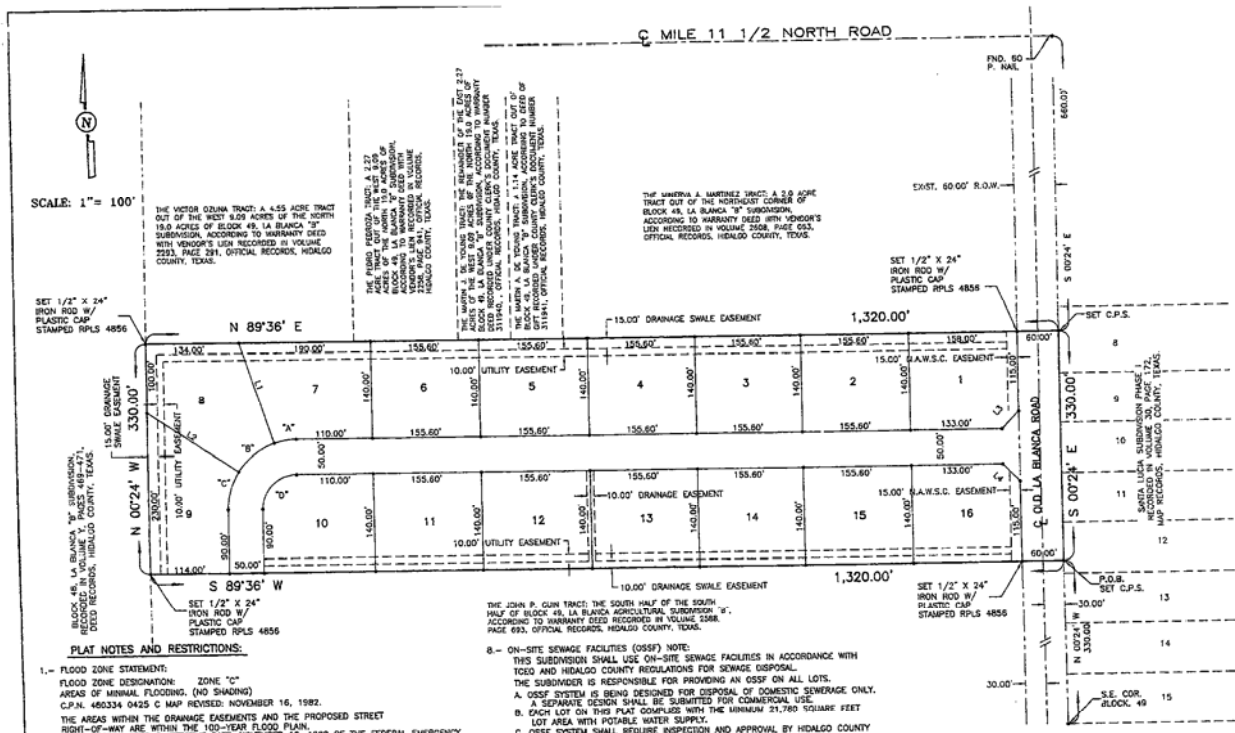
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 20, 2007** subject to staff comments, future recommendations by Planning and other departments and approval from the City of Donna.

**LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW**

Name of Subdivision: Huisache Acres No.8 1st Review Page 1 of 2

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

Item Log #	Description of Item	Date	Logger's Initials
A	1ST SHEET COMMENTS: Provide street name and verify with 911 Dept Juan Gomes.	02-07-06	JRT
B	Provide owners name and documents number for all adjoining property owners.	"	"
C	Verify curve length for irregular lots on curve data chart.	"	"
D	As per index to sheet description, include Engineer, HCDD#1, county judge and irrigation district certificate on sheet 1 and Sheet 2; Typ water service connections, and owners certificate and statement.	"	"
E	Correct city of Donna population as per 2005 census and update all signature blocks to 2007.	"	"
F	PLAT NOTES: #4) correct this note because it should read; " <i>for lots located <u>INSIDE</u> a designated flood zone.</i> " #5) provide a 2 nd BM permanent w/ in subdivision (concrete slab w/ disk, elevation and datum) #14) add the following: " <i>and proposed improvements are constructed in accordance with county and state standards.</i> " →add the following plat notes: drainage swale esmnt restriction and restrict access on to lots 1&16 from Old La Blanca Rd.	"	"
G	As per approved drainage report it specifies that detention will be accomplish in "approximate 20 foot swale on rear of lots" verify this because it does not coincides with drawing design.	"	"
H	2ND SHEET COMMENTS: Provide HCROW water line crossing permit on Old La Blanca Rd.	"	"
I	Provide all total amount and dead lines for installation dates on engineer and sewage report prior to final review.	"	"
J	Show if theirs any existing irrigation line crossing the property as per the irrigation valve on the SE corner of prop. Lot 16.	"	"
K	Please label symbol on prop. Street ROW subdivision entrances, and remove if it will interfere with traffic flow.	"	"
L	Please provide notary public certification acknowledgment on subdividers certificate and statement.	"	"
M	As per engineer report, correct description location of existing and proposed water line, to coincide with water distribution design.	"	"
N	Submit soil evaluation reports to our office to verify highlight report.	"	"
O	Provide flange elevation for all proposed fire hydrants.	"	"



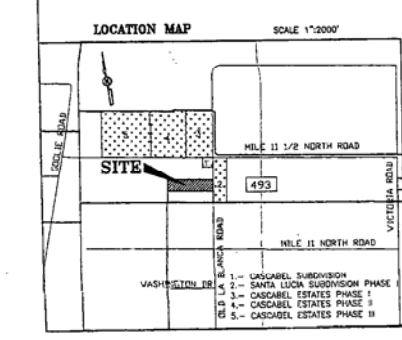
PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE STATEMENT:** FLOOD ZONE DESIGNATION: ZONE "C" AREAS OF MINOR FLOODING (NO SHADING). C.F.N. 480334 0425 C MAP REVISED: NOVEMBER 16, 1982. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. C.F.N. 480334 0350 C, EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- SETBACKS:**

FRONT	25.00 FEET
REAR	15.00 FEET
SIDE	5.00 FEET
OR EASEMENT WHOEVER IS GREATER	
CORNER SIDE	10.00 FEET
CORNER GARAGE SIDE	18.00 FEET
GARAGE FRONT	18.00 FEET
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:** NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- MINIMUM FINISH FLOOR NOTE:** MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHOEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- BENCHMARK NOTE:** THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: B.M. N-1 - 81.52 SET C.P.S. ON THE INTERSECTION OF CENTERLINE OF OLD LA BLANCA ROAD AND THE NORTH PROPERTY LINE OF THIS SUBDIVISION; N.A.V.D. RR DATUM.
- DRAINAGE:** IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 22,219.88 CUBIC-Feet (0.58 Acre Feet) OF STORM WATER RUNOFF; DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.
- LEGEND:** 1/2" X 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

INDEX TO SHEETS

SHEET 1-	HEADING INDEX, LOCATION MAP AND E.T.A. PRINCIPAL CONTACTS: MAP, LOT, STREETS, AND EASEMENT LOCATIONS; DESCRIPTION (METS AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; CITY APPROVAL; RECORDING COUNTY CLERK'S CERTIFICATION; REVISION NOTES.
SHEET 2-	ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION).
SHEET 3-	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.



REVISION NOTES

No.	Date	By	Approval

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

HUISACHE ACRES No. 8 SUBDIVISION IS LOCATED IN EAST HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 11 1/2 NORTH ROAD AND THE WEST SIDE OF OLD LA BLANCA ROAD APPROXIMATELY 650.00 FEET FROM SAID INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, TEXAS, THE CITY CLERK OF WHICH HAS REVIEWED AND APPROVED THIS SUBDIVISION. THE CITY OF DONNA (POPULATION 15,811), HUISACHE ACRES No. 8 SUBDIVISION LIES APPROXIMATELY 2.3 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S FIVE-MILE EXTRA-TERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE § 42.021, BUT IT IS WITHIN THE CITY'S FIVE-MILE EXTRA-TERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PREDICT 1.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
RICK D. HARRISON, PRESIDENT OF RHTU MANAGEMENT, LLC	P.O. BOX 1221, WESLACO, TX 78399	(956) 320-8099	(956) 702-1125	
OWNER: PARTNER OF RHTU PROPERTIES, LTD.	124 E. STUBBS, EDINBURG, TX 78839	(956) 381-6482	(956) 381-6527	
ENGINEER: EULALIO RAMIREZ	124 E. STUBBS, EDINBURG, TX 78839	(956) 381-6482	(956) 381-6527	
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS, EDINBURG, TX 78839	(956) 381-6482	(956) 381-6527	

HUISACHE ACRES No. 8 SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE NORTH HALF OF THE SOUTH HALF OF BLOCK 49, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1636942, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METS AND BOUNDS

A 10.00 ACRE TRACT OF LAND BEING THE NORTH HALF OF THE SOUTH HALF OF BLOCK 49, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 42, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1636942, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1636942, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE VECTOR OZUNA TRACT: A 4.55 ACRE TRACT OUT OF THE WEST 9.09 ACRES OF THE NORTH 19.0 ACRES OF BLOCK 49, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2283, PAGE 291, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE MARTIN A. MARTINEZ TRACT: A 2.0 ACRE TRACT OUT OF THE NORTHWEST CORNER OF BLOCK 49, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2283, PAGE 291, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE JOHN P. GUIN TRACT: THE SOUTH HALF OF THE SOUTH HALF OF BLOCK 49, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2283, PAGE 291, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE VICTOR OZUNA TRACT: A 4.55 ACRE TRACT OUT OF THE WEST 9.09 ACRES OF THE NORTH 19.0 ACRES OF BLOCK 49, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2283, PAGE 291, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE MARTIN A. MARTINEZ TRACT: A 2.0 ACRE TRACT OUT OF THE NORTHWEST CORNER OF BLOCK 49, LA BLANCA AGRICULTURAL SUBDIVISION "B", HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2283, PAGE 291, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

ON-SITE SEWAGE FACILITIES (OSSF) NOTE:

- THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TECO AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
- AN OSSF DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
- EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,760 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
- OSSE SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
- SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXPERTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE OR ANFIELD SYSTEM.
- APPROPRIATE "TIE-IN" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.

STATE OF TEXAS
COUNTY OF HIDALGO

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

CURVE DATA

CURVE	LENGTH	RADIUS	DELTA
1	32.34'	50.00'	89°00'00"
2	21.784.00'	0.000'	0°00'00"
3	23.311.15'	0.537'	0°00'00"
4	23.431.40'	0.538'	0°00'00"
5	22.243.17'	0.913'	0°00'00"
6	21.953.50'	0.509'	0°00'00"
7	21.784.00'	0.500'	0°00'00"
8	21.807.50'	0.500'	0°00'00"

LINE DATA TABLE

DATA	BEARING	LENGTH
L1	N 18°13'09" E	152.04'
L2	S 28°41'25" W	155.73'
L3	S 49°07' W	35.16'
L4	S 49°53' E	35.26'

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____, 2006.

SECRETARY _____ PRESIDENT _____

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND § 212.0115(b)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE HUISACHE ACRES No. 8 SUBDIVISION, WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2006.

ATTEST: _____ SECRETARY _____ CHAIRMAN PLANNING COMMISSION _____

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:

THIS PLAT HUISACHE ACRES No. 8 SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

NOTE: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 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

COUNTY OF HIDALGO OWNERS' DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICK D. HARRISON, PRESIDENT OF RHTU MANAGEMENT, LLC, GENERAL PARTNER OF RHTU PROPERTIES, LTD., AS OWNER OF THE 10.00 ACRE TRACT OF LAND COMPASSED WITHIN THE PROPOSED HUISACHE ACRES No. 8 SUBDIVISION, HEREBY DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

- THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
- SEWER CONNECTIONS, TO THE LOTS OR SEWER TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
- ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
- 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.

BY: RICK D. HARRISON, PRESIDENT OF RHTU MANAGEMENT, LLC, GENERAL PARTNER OF RHTU PROPERTIES, LTD.
DATE: 8-21-06

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICK D. HARRISON, PRESIDENT OF RHTU MANAGEMENT, LLC, GENERAL PARTNER OF RHTU PROPERTIES, LTD., known to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the assertions therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of August, 2006.

SUSAN J. HEADLEY
Notary Public, State of Texas
My Comm. Expires 08-23-2008

Susan J. Headley
Notary Public

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and 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 America Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, on an exclusive perpetual covenant with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantee's adjacent lands or adjacent public roads as to require the use of the easement hereto granted for the purpose for which the easement hereto granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement hereto granted so long as the easement hereto granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as installed.

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

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

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title 45 of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 21st day of August, 2006.

RICK D. HARRISON, PRESIDENT OF RHTU MANAGEMENT, LLC, GENERAL PARTNER OF RHTU PROPERTIES, LTD.

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE HUISACHE ACRES No. 8 SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____, 2006.

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

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock _____ M., _____ and was recorded in Book _____, Sheet(s) _____, Plat Records of Hidalgo County at _____ o'clock _____ M. on _____, 2006.

Hidalgo County Clerk _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATE: 8-21-06

EULALIO RAMIREZ
P.E. No. 77062

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS & LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78839

PHONE: 956-381-6480
FAX: 956-381-6527

SHEET NO. 1

DATE PREPARED BY	CHECKED BY	APPROVED BY



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: February 21, 2007

RE: **La Joya ISD No. 22 Subdivision – Pct. 3**
Preliminary Approval

La Joya ISD No. 22 Subdivision is a one (1) school lot subdivision located on the Southeast corner of Mile 4 Road and Liberty Blvd.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 22, 2006. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty two (22) feet on Blue Jay Avenue and twenty two (22) feet on Mile 4 Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline along Liberty Blvd. 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 **February 20, 2007** subject to staff comments and future recommendations by Planning and other departments.

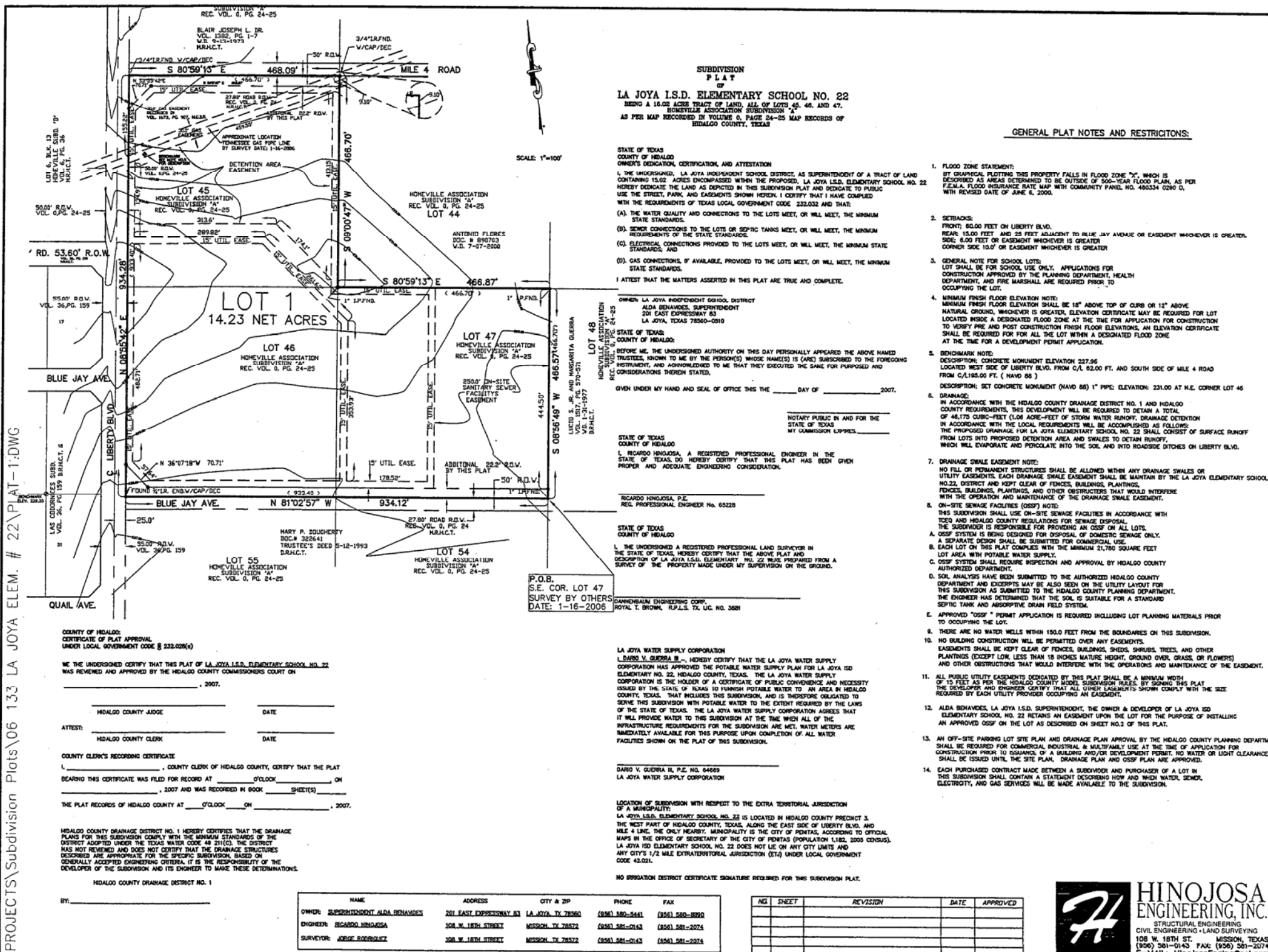
Final version
2-11-07

**LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW**

Name of Subdivision: La Joya I.S.D. Elementary School No.22 4th Review Page 1 of 1

Item Log #	Description of Item	Date	Logger's Initials
A ✓	<u>1ST SHEET COMMENTS:</u> Label who does gas line belongs to, and also label if gas esmnt is existing (provide doc. #) or being dedicated by plat.	01-03-06	JRT
B ✓	Tie down detention esmnt.	"	"
C ✓	Update all signature certification to 2007.	"	"
D ✓	Rear side setback should also be 25 feet adjacent to Blue Jay Ave. (add to setback restriction note)	"	"
E	<u>2ND SHEET COMMENTS:</u> Submit NOI application & certify receipt.	"	"
F	Provide ROW Permit approval letter for water line crossing.	"	"
G	Provide <u>1/3</u> escrow for mile 4 road.	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		
	<u>25</u> copies of <u>11x17</u>		

PROJECTS\Subdivision Plots\06 133 LA JOYA ELEM. # 22\PLAT-1.DWG



SUBDIVISION PLAT OF LA JOYA I.S.D. ELEMENTARY SCHOOL NO. 22
 BEING A 15.02 ACRE TRACT OF LAND, ALL OF LOTS 45, 46, AND 47, HOMEVILLE ASSOCIATION SUBDIVISION "A" AS PER MAP RECORDED IN VOLUME 0, PAGE 24-25 MAP RECORDS OF HIDALGO COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF HIDALGO
 OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
 I, THE UNDERSIGNED, LA JOYA INDEPENDENT SCHOOL DISTRICT, AS SUPERINTENDENT OF A TRACT OF LAND CONTAINING 15.02 ACRES ENCOMPASSED WITHIN THE PROPOSED, LA JOYA I.S.D. ELEMENTARY SCHOOL NO. 22 HEREBY DEDICATE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON. 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) SENIOR CONNECTIONS TO THE LOTS OR SEWIC 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.
 (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
 I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: LA JOYA INDEPENDENT SCHOOL DISTRICT
 ALBA BENAVIDES, SUPERINTENDENT
 222 EAST DEPRESSWAY #3
 LA JOYA, TEXAS 78560-0810

STATE OF TEXAS
 COUNTY OF HIDALGO
 BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE ABOVE NAMED TRUSTEES, KNOWN TO ME BY THE PERSONS WHOSE NAMES ARE (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

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

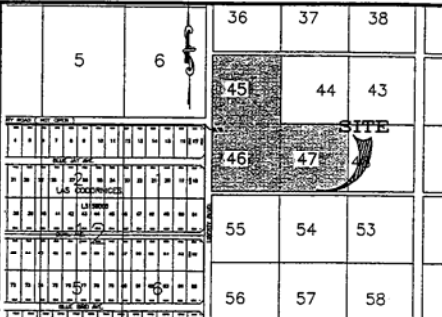
RICARDO HINOJOSA, P.E.
 REG. PROFESSIONAL ENGINEER NO. 65228
 STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF LA JOYA I.S.D. ELEMENTARY SCHOOL NO. 22 WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

DANNENBAUM ENGINEERING CORP.
 ROYAL T. BROWN, R.P.L.S., TX. LIC. NO. 3681

GENERAL PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE STATEMENT:**
 BY GRAPHICAL PLOTTING THIS PROPERTY FALLS IN FLOOD ZONE "C", WHICH IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN, AS PER FEMA FLOOD INSURANCE RATE MAP WITH COMMUNITY PANEL NO. 480334 (2006) G, WITH REVISED DATE OF JUNE 6, 2000.
- SETBACKS:**
 FRONT: 60.00 FEET ON LIBERTY BLVD.
 REAR: 15.00 FEET AND 25 FEET ADJACENT TO BLUE JAY AVENUE ON EASEMENT WHOEVER IS CREATED.
 SIDE: 5.00 FEET OR EASEMENT WHICHEVER IS GREATER
 CORNER SIDE 10.0' OR EASEMENT WHICHEVER IS GREATER
- GENERAL NOTE FOR SCHOOL LOTS:**
 LOT SHALL BE FOR SCHOOL USE ONLY. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- MINIMUM FRESH FLOOR ELEVATION NOTE:**
 MINIMUM FRESH FLOOR ELEVATION SHALL BE 1' ABOVE TOP OF CURB OR 1' ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOT LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FRESH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL THE LOT WITH A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- BENCHMARK NOTE:**
 DESCRIPTION: CONCRETE MONUMENT ELEVATION 227.96
 LOCATED WEST SIDE OF LIBERTY BLVD. FROM C/L 52.00 FT. AND SOUTH SIDE OF MILE 4 ROAD FROM C/L 185.00 FT. (NAD 83)
 DESCRIPTION: SET CONCRETE MONUMENT (NAD 83) 1" PIPE. ELEVATION: 231.00 AT N.E. CORNER LOT 46
- DRAINAGE:**
 IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 48,175 CUBIC-Feet (1.06 ACRE-Feet) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
 THE PROPOSED DRAINAGE FOR LA JOYA ELEMENTARY SCHOOL NO. 22 SHALL CONSIST OF SURFACE RUNOFF FROM LOTS INTO PROPOSED DETENTION AREA AND CHANNELS TO DETAIN RUNOFF, WHICH WILL EVAPORATE AND PERCOLATE INTO THE SOIL AND INTO ROADSIDE DITCHES ON LIBERTY BLVD.
- DRAINAGE SWALE EASEMENT NOTE:**
 NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE MAINTAINED BY THE LA JOYA ELEMENTARY SCHOOL NO. 22, DISTRICT AND KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.
- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:**
 THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
 A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
 B. EACH LOT ON THIS PLAT COMPLETS WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
 C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
 D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ADSORPTIVE DRAIN FIELD SYSTEM.
 E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF THE LOT.
 F. THERE ARE NO WATER WELLS WITHIN 150.0 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
 G. NO BUILDING CONSTRUCTION WILL BE PERMITTED OVER ANY EASEMENTS.
 EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT THE DEVELOPER AND ENGINEER CERTIFY THAT OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.**
- ALBA BENAVIDES, LA JOYA I.S.D. SUPERINTENDENT, THE OWNER & DEVELOPER OF LA JOYA I.S.D. ELEMENTARY SCHOOL NO. 22 RETAINS AN EASEMENT ON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.**
- AN OFF-SITE PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.**
- 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.**



LOCATION MAP SCALE 1" = 500'

PREPARED BY: HINOJOSA ENGINEERING, INC.
 108 W. 18TH STREET
 MISSION, TEXAS 78172

DATE PREPARED: JUNE 14, 2006
 DATE SURVEYED: JAN. 16, 2006
 PROJECT NO. 06-133

SUBDIVISION PLAT OF LA JOYA I.S.D. ELEMENTARY SCHOOL NO. 22
 BEING A 15.02 ACRE TRACT OF LAND, ALL OF LOTS 45, 46, AND 47, HOMEVILLE ASSOCIATION SUBDIVISION "A" AS PER MAP RECORDED IN VOLUME 0, PAGE 24-25 MAP RECORDS OF HIDALGO COUNTY, TEXAS

PLAT SHEET 1 OF 4

NETS AND BOUNDS:
 BEING A 15.02 ACRES (646,636 SQUARE FEET) TRACT OF LAND BEING OUT OF ALL OF LOTS FORTY-FIVE (45), FORTY-SIX (46), AND LOT FORTY-SEVEN (47) OF HOMEVILLE ASSOCIATION SUBDIVISION "A", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAN THEREOF RECORDED IN VOLUME 0, PAGE 24-25 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS; AND ALSO BEING THE SAME AS THAT CERTAIN TRACT OF LAND AS CONVEYED TO TABASCO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, DISTRICT NO. 22, BY DEED DATED DECEMBER 1, 1942, AS RECORDED IN VOLUME 519, PAGE 288-289 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS; SAID 15.02 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY NETS AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS REFERENCED TO LOS COORDINOS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAN THEREOF RECORDED IN VOLUME 36, PAGE 156 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS:

BEGINNING AT A FOUND 1-INCH PIPE LOCATED AT SOUTHWEST CORNER OF SAID LOT FORTY-SEVEN (47), AND THE SOUTHWEST CORNER OF LOT FORTY-EIGHT (48) (48) BEING THE SOUTHWEST CORNER OF A CERTAIN TRACT OF LAND AS CONVEYED TO LUCIO S. JR. AND MARIA GUERRA IN WARRANTY DEED DATED JANUARY 01, 1977, AS RECORDED IN VOLUME 1917, PAGE 570-571 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS; AND ON THE NORTH LINE OF A DEDICATED ROAD (27.8-FOOT RIGHT-OF-WAY), OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A", FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 81°02'57" WEST WITH THE SOUTH LINE OF SAID LOT FORTY-SEVEN (47) AND LOT FORTY-EIGHT (48), ALSO BEING THE NORTH LINE OF SAID DEDICATED ROAD (27.8 FOOT RIGHT-OF-WAY), 834.12 FEET TO A FOUND 3/4" INCH IRON ROD WITH A D.E.C. PLASTIC CAP LOCATED AT THE SOUTHWEST CORNER OF SAID LOT FORTY-SIX (46); AND THE INTERSECTION OF THE NORTH LINE OF SAID DEDICATED ROAD (27.8-FOOT RIGHT-OF-WAY) WITH THE EAST LINE OF A COUNTY ROAD (35-FOOT RIGHT-OF-WAY), OF SAID LOS COORDINOS SUBDIVISION, FOR THE SOUTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 08°55'42" EAST WITH THE WEST LINE OF SAID LOT FORTY-SIX (46), LOT FORTY-FIVE (45), ALSO BEING THE EAST LINE OF SAID COUNTY ROAD (35-FOOT RIGHT-OF-WAY), 834.12 FEET TO A FOUND 3/4" INCH IRON ROD WITH A D.E.C. PLASTIC CAP LOCATED AT THE NORTHWEST CORNER OF SAID LOT FORTY-FIVE (45); AND THE INTERSECTION OF THE EAST LINE OF SAID COUNTY ROAD (35-FOOT RIGHT-OF-WAY) WITH THE SOUTH LINE OF A DEDICATED ROAD (27.8-FOOT RIGHT-OF-WAY), OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A", FOR THE NORTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, SOUTH 80°59'13" EAST WITH THE NORTH LINE OF SAID LOT FORTY-FIVE (45) AND THE SOUTH LINE OF SAID DEDICATED ROAD (27.8-FOOT RIGHT-OF-WAY), 466.09 FEET TO A FOUND 3/4" INCH IRON ROD WITH A D.E.C. PLASTIC CAP LOCATED AT THE NORTHWEST CORNER OF SAID LOT FORTY-FIVE (45);

THENCE, SOUTH 09°02'47" WEST WITH THE EAST LINE OF SAID LOT FORTY-FIVE (45), THE WEST LINE OF SAID LOT FORTY-FOUR (44), ALSO BEING THE WEST LINE OF SAID TRACT OF LAND AS CONVEYED TO ANTONIO FLORES, 466.70 FEET TO A FOUND 1-INCH PIPE LOCATED AT A COMMON CORNER FOR SAID LOTS FORTY-THREE (43), FORTY-FOUR (44), FORTY-SEVEN (47), AND LOT FORTY-EIGHT (48); ALSO BEING THE NORTHWEST CORNER OF SAID TRACT OF LAND AS CONVEYED TO ANTONIO FLORES, FOR A CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, SOUTH 80°59'13" EAST WITH SOUTH LINE OF SAID LOT FORTY-FOUR (44) THE NORTH LINE OF SAID LOT FORTY-SEVEN (47), ALSO BEING THE SOUTH LINE OF SAID TRACT OF LAND AS CONVEYED TO ANTONIO FLORES, 466.70 FEET TO A FOUND 1-INCH PIPE LOCATED AT A COMMON CORNER FOR SAID LOTS FORTY-THREE (43), FORTY-FOUR (44), FORTY-SEVEN (47), AND LOT FORTY-EIGHT (48); ALSO BEING THE NORTHWEST CORNER OF SAID TRACT OF LAND AS CONVEYED TO ANTONIO FLORES, FOR A CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, SOUTH 08°55'42" WEST WITH THE EAST LINE OF SAID LOT FORTY-SEVEN (47), THE WEST LINE OF SAID LOT FORTY-EIGHT (48), ALSO BEING THE WEST LINE OF SAID CALLED TRACT OF LAND AS CONVEYED TO LUCIO S. JR. AND MARGARITA GUERRA, 486.57 FEET TO THE POINT OF BEGINNING, CONTAINING 15.02 ACRES OF LAND, MORE OR LESS, (646,636 SQUARE FEET)

NO.	SHEET	REVISION	DATE	APPROVED

HINOJOSA ENGINEERING, INC.
 STRUCTURAL ENGINEERING
 CIVIL ENGINEERING - LAND SURVEYING
 108 W. 18TH ST., MISSION, TEXAS
 (956) 561-0143 FAX: (956) 561-2074
 E-MAIL: HinojosaEng@aol.com
 DATE: DECEMBER 2005

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: SUPERINTENDENT ALBA BENAVIDES	201 EAST DEPRESSWAY #3	LA JOYA, TX 78560	(956) 580-5441	(956) 580-8890
ENGINEER: RICARDO HINOJOSA	108 W. 18TH STREET	MISSION, TX 78172	(956) 561-0143	(956) 561-2074
SURVEYOR: JOSE RODRIGUEZ	108 W. 18TH STREET	MISSION, TX 78172	(956) 561-0143	(956) 561-2074



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: February 21, 2007

RE: **Stonny Brook Subdivision – Pct. 4**
Final Approval

Stonny Brook is a forty two (42) lot subdivision located on the East side of "I" Road, approximately 955 feet North from its intersection with Trenton Road.

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 24, 2003. The proposed subdivision lies within Zone "B" as per FEMA's FIRM.

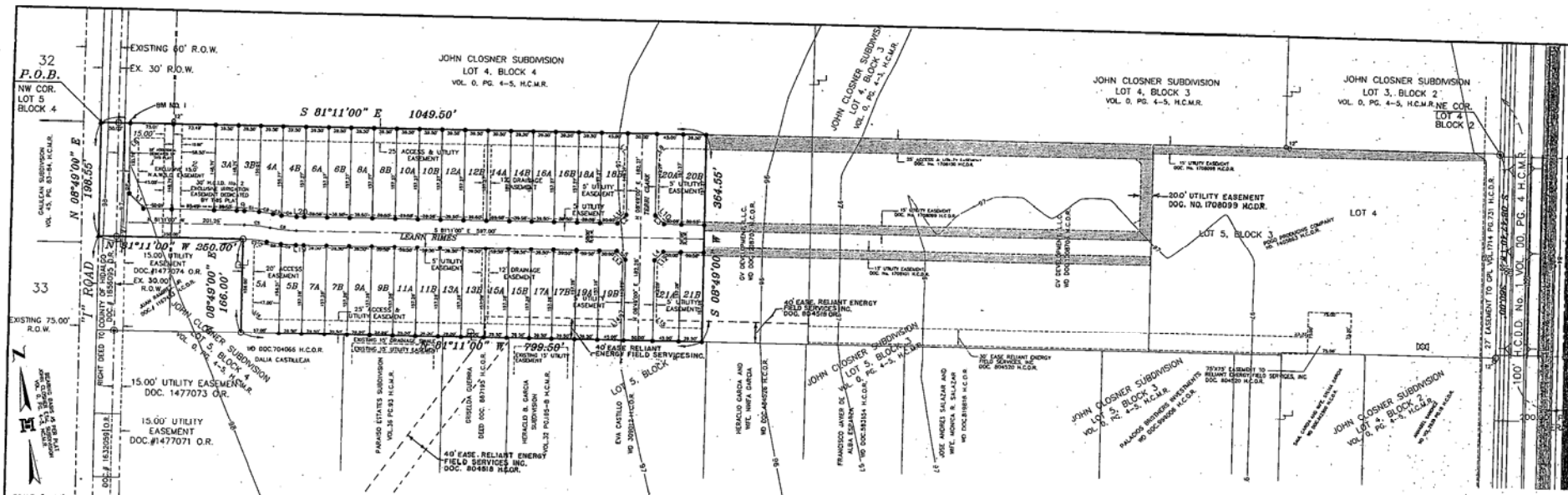
The proposed subdivision plat will dedicate twenty (20) feet on "I" Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Edinburg.

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

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

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **February 20, 2007**.



STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

ANTONIO VILLAREAL
1333 E. JASMINE
MCKALEN, TEXAS 78001

STATE OF TEXAS
COUNTY OF HIDALGO

FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND REGISTERED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE STONNY BROOK PHASE I SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 06-16-03 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

ANTONIO VILLAREAL
1333 E. JASMINE
MCKALEN, TEXAS 78001

STATE OF TEXAS
COUNTY OF HIDALGO

FRED L. KURTH
1515 W. MONTYNE
EDINBURG, TX 78029
DATE SURVEYED: 06-16-03
DATE PREPARED: 10-16-03
1-870 PG. 54-58



STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ANTONIO VILLAREAL, PROVIDED TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7th DAY OF October, 2003.

Collective Stewart
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2009

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 23E.028 (A)

WE, 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 APPROVEMENT IS REQUIRED.

HIDALGO COUNTY CLERK

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.080(C) AND § 212.080(D)

CHAIRMAN PLANNING & ZONING COMMISSION

DATE: 10/16/06

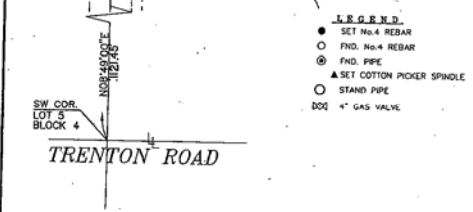
THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS 12th DAY OF February, 2003.

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

COUNTY CLERK'S RECORDING CERTIFICATE

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

HIDALGO COUNTY CLERK



LINE	BEARING	LENGTH	CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD	BEARING
L1	N36°11'00\"	35.36							
L2	S83°49'00\"	21.21							
L3	N36°11'00\"	21.21							
L4	S83°49'00\"	21.21							
L5	N36°11'00\"	21.21							
L6	S83°49'00\"	21.21							
L7	N36°11'00\"	14.14							
L8	S83°49'00\"	14.14							
L9	N36°11'00\"	14.14							
L10	S83°49'00\"	14.14							
L11	N36°11'00\"	17.07							
L12	S83°49'00\"	17.07							
L13	N36°11'00\"	17.07							
L14	S83°49'00\"	17.07							
L15	N36°11'00\"	14.14							
L16	S83°49'00\"	14.14							
L17	N36°11'00\"	14.14							
L18	S83°49'00\"	13.26							
L19	N36°11'00\"	13.26							
L20	S83°49'00\"	13.26							
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L27	N36°11'00\"	13.26							
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L31	N36°11'00\"	13.26							
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L48	S83°49'00\"	13.26							
L49	N36°11'00\"	13.26							
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L52	S83°49'00\"	13.26							
L53	N36°11'00\"	13.26							
L54	S83°49'00\"	13.26							
L55	N36°11'00\"	13.26							
L56	S83°49'00\"	13.26							
L57	N36°11'00\"	13.26							
L58	S83°49'00\"	13.26							
L59	N36°11'00\"	13.26							
L60	S83°49'00\"	13.26							

INDEX TO SHEET OF STONNY BROOK PHASE I SUBDIVISION

SHEET 1: HEADINGS, INDEX, LOCATION MAP AND ETC. PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS), SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

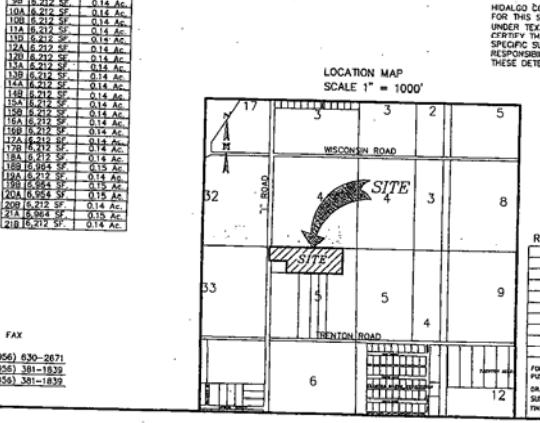
SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSIONS), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION, REVISION NOTES, OWNER'S DEDICATION AND ENGINEERING CERTIFICATION.

SHEET 3: MAP OF TOPOGRAPHY, PAVING AND DRAINAGE.

SUBDIVISION PLAT OF
STONNY BROOK PHASE I SUBDIVISION
BEING A RESUBDIVISION OF 7.830 ACRES
OUT OF LOT 5, BLOCK 4
JOHN CLOSNER ET AL SUBDIVISION
VOL. 0, PG. 4-5, H.C.M.R.
HIDALGO COUNTY, TEXAS

M MELDEN & HUNT INC.
CONSULTANTS - ENGINEERS - SURVEYORS
115 W. MONTYNE 215 E. 2nd St.
EDINBURG, TX 78029 NO. GRADE OR N. ROAD
PH: (956) 381-0981 FAX: (956) 450-8556
ESTABLISHED 1947 www.meldenandhunt.com

PARCEL	AREA (SQ. FT.)	AREA (AC.)
1	10,847.59	0.246
2	10,847.59	0.246
3	10,847.59	0.246
4	10,847.59	0.246
5	10,847.59	0.246
6	10,847.59	0.246
7	10,847.59	0.246
8	10,847.59	0.246
9	10,847.59	0.246
10	10,847.59	0.246
11	10,847.59	0.246
12	10,847.59	0.246
13	10,847.59	0.246
14	10,847.59	0.246
15	10,847.59	0.246
16	10,847.59	0.246
17	10,847.59	0.246
18	10,847.59	0.246
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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 WATER CODE § 48.211 (5). THE DISTRICT HAS NOT REVIEWED AND DOES NOT 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: _____

REVISION NOTES			
NO.	SHEET	REVISION	DATE

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION SHOWN IS "A" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; ON CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS FLOODED BY LEVEES FROM THE BAY.

2. EASEMENTS:
FRONT: 20 FEET
REAR: 10 FEET BUT NOT OVER 40 FEET
SIDE: 6.00 FEET ON EASEMENT WHENEVER IS GREATER
CORNER: 10.00 FEET
GARAGE: 8.00 FEET
CORNER SIDE: 15.00 FEET
CORNER: 15.00 FEET
CORNER SIDE: 15.00 FEET
CORNER: 15.00 FEET
CORNER SIDE: 15.00 FEET

3. BENCHMARKS:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

4. 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 21.85 CUBIC FEET (21.85 CFS) OF STONE WATER RUNOFF DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCUMULATED AS FOLLOWS: (DESCRIBE HOW AND WHERE THE ACCUMULATED WILL BE ADDRESSSED).

5. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF WASTEWATER, BRUSH, GRASS, OR OTHER PLANTS (EXCEPT LAWNS LESS THAN 18 INCHES AND MAINTENANCE OF THE EASEMENT).

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

7. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, A MULTIFAMILY UNIT, AT FLOOR ELEVATIONS, AND ELEVATION CERTIFICATE SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND SANITARY SEWER ARE APPROVED.

8. A PERMIT FROM THE COUNTY OF HIDALGO WILL BE REQUIRED BEFORE STARTING CONSTRUCTION IN ANY OF THE LOTS.

9. THERE WILL BE NO ACCESS AVAILABLE TO LOT FROM "T" ROAD.

10. ALL LOTS SHALL BE CELEBRATED AND SHALL BE SOLD AS PARTS AND HAVE SHOLE OWNERSHIP OF NO LESS THAN TWENTY-ONE (21) FEET. A BUILDING PERMIT SHALL NOT BE ISSUED ON THESE LOTS UNLESS APPLICATION IS MADE FOR THE DESIGNATED PART.

11. CLEARANCE FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RECESSED PERMIT TO READING A FINAL CLEARANCE FOR A WATER METER, A SEWER TAPPING OR A RECESSED PERMIT FROM THE DUES SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS).

12. SUBJECT TO BLANKET EASEMENT TO CPC PER VOL. 1433, PG. 562 H.C.M.R.

13. ALL PUBLIC UTILITIES EASEMENTS DEICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY NOOD, SUBDIVISION WILL BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHALL COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANTS AN EASEMENT.

STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF EDINBURG
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.080(C) AND § 212.080(D)

HIDALGO COUNTY CLERK

COUNTY CLERK'S RECORDING CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS 12th DAY OF February, 2003.

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

COUNTY CLERK'S RECORDING CERTIFICATE

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

HIDALGO COUNTY CLERK

COUNTY CLERK'S RECORDING CERTIFICATE

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



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: February 21, 2007

RE: **Evergreen Valley Estates Phase III Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Evergreen Valley Estates Phase 3 is a one hundred thirty (130) lot subdivision located on the Northwest corner of Sunflower Road and Mile 19 North 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 July 12, 2006. The proposed subdivision lies within Zone "AE & X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 20 Road, twenty (20) feet of Skinner Road, and twenty (20) feet on Mile 21 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 20 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.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on July 25, 2006. The Subdivider is requesting Final Approval with Financial Guarantee. Letter of Credit No. 013007 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of all septic tank systems. A Cash Deposit in the amount of \$227,040.00 was submitted to the Planning Department and deposited into Escrow Account No. 07-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the Paving Improvements.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on February 20, 2007.**

SUBDIVISION PLAT OF:

EVERGREEN VALLEY ESTATES PHASE III

A 422.241 ACRE TRACT OF LAND BEING ALL OF LOTS ONE (1), TWO (2), THREE (3), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), FIFTEEN (15), SIXTEEN (16), 0.606 ACRES OUT OF LOT ELEVEN (11), AND 28.616 ACRES OUT OF LOT FOURTEEN (14), BLOCK EIGHTY-NINE (89), MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1703890 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

METES AND BOUNDS

A 422.241 ACRE TRACT OF LAND BEING ALL OF LOTS ONE (1), TWO (2), THREE (3), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), FIFTEEN (15), SIXTEEN (16), 0.606 ACRES OUT OF LOT ELEVEN (11), AND 28.616 ACRES OUT OF LOT FOURTEEN (14), BLOCK EIGHTY-NINE (89), MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1703890 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

PLAT NOTES AND RESTRICTIONS:

- 1. FLOOD ZONE DESIGNATION ZONE "AE" BASE FLOOD ELEVATION=70.00 FLOOD ZONE DESIGNATION ZONE "X" AREAS OF 500-YEAR FLOOD AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NUMBER 480334 0325 D MAP REVISED: MAY 17, 2001 COMMUNITY-PANEL NUMBER 480334 0330 C MAP REVISED: MAY 17, 2001 THE AREAS WITHIN THE DRAINAGE BASIN(S) AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, C.F.A. 480334 0325 D & C.F.A. 480334 0330 C EFFECTIVE DATE: MAY 17, 2001. (LOWRY) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

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 Texas Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

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

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

In WITNESS WHEREOF the said Grantor executed this instrument on this 4th day of August, 2006.

INDEX TO SHEETS SHEETS 1-6 -- HEADLINE INDEX, LOCATION MAP AND EIA PRINCIPAL COMPONENTS MAP, LOT, STREET, AND EXISTING LATERAL DESCRIPTION (METES AND BOUNDS), SURVEYER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE, RECORD NOTES SHEETS 7-10 -- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, RECORD NOTES.

STATE OF TEXAS COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA, SURVEYOR, No. 4856

REVISION NOTES table with columns: No., Sheet, REVISION, Date, Approved.

STATE OF TEXAS COUNTY OF HIDALGO

CERTIFICATION AND ATTESTATION I, TILMAN WELCH, PRESIDENT OF EVERGREEN VALLEY INC. AS OWNER OF THE 422.241 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EVERGREEN VALLEY ESTATES PHASE III, HEREBY SUBDUDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND HEREBY TO PUBLIC USE THE STREET, PARK, AND EXISTING SHOWN HEREIN. WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS; (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILMAN WELCH, PRESIDENT OF EVERGREEN VALLEY INC. whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.



THIS PLAT IS APPROVED BY DELTA LAKE IRRIGATION DISTRICT ON THIS 4th DAY OF August, 2006.

Y. B. Sallaway, District President

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EVERGREEN VALLEY ESTATES PHASE III WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

Hidalgo County Judge Date

Hidalgo County Clerk Date

COUNTY CLERK'S RECORDING CERTIFICATE

certification was filed for record at o'clock M on and recorded in Book Sheet(s) of the Plat Records of Hidalgo County at o'clock M on

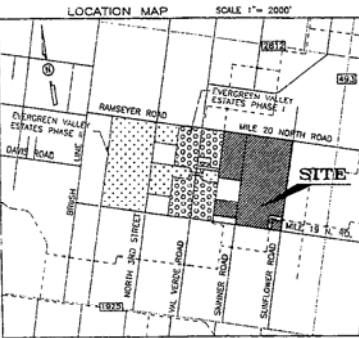
Hidalgo County Clerk

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BY:

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

Signature of Engineer



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY: EVERGREEN VALLEY ESTATES PHASE III IS LOCATED IN THE MIDDLE HIDALGO COUNTY ON THE WEST SIDE OF SUNFLOWER ROAD, SOUTH OF MILE 20 NORTH ROAD AND NORTH OF MILE 19 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 58,644). EVERGREEN VALLEY ESTATES PHASE III LIES APPROXIMATELY 3 1/2 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PRECINCT No. 4.

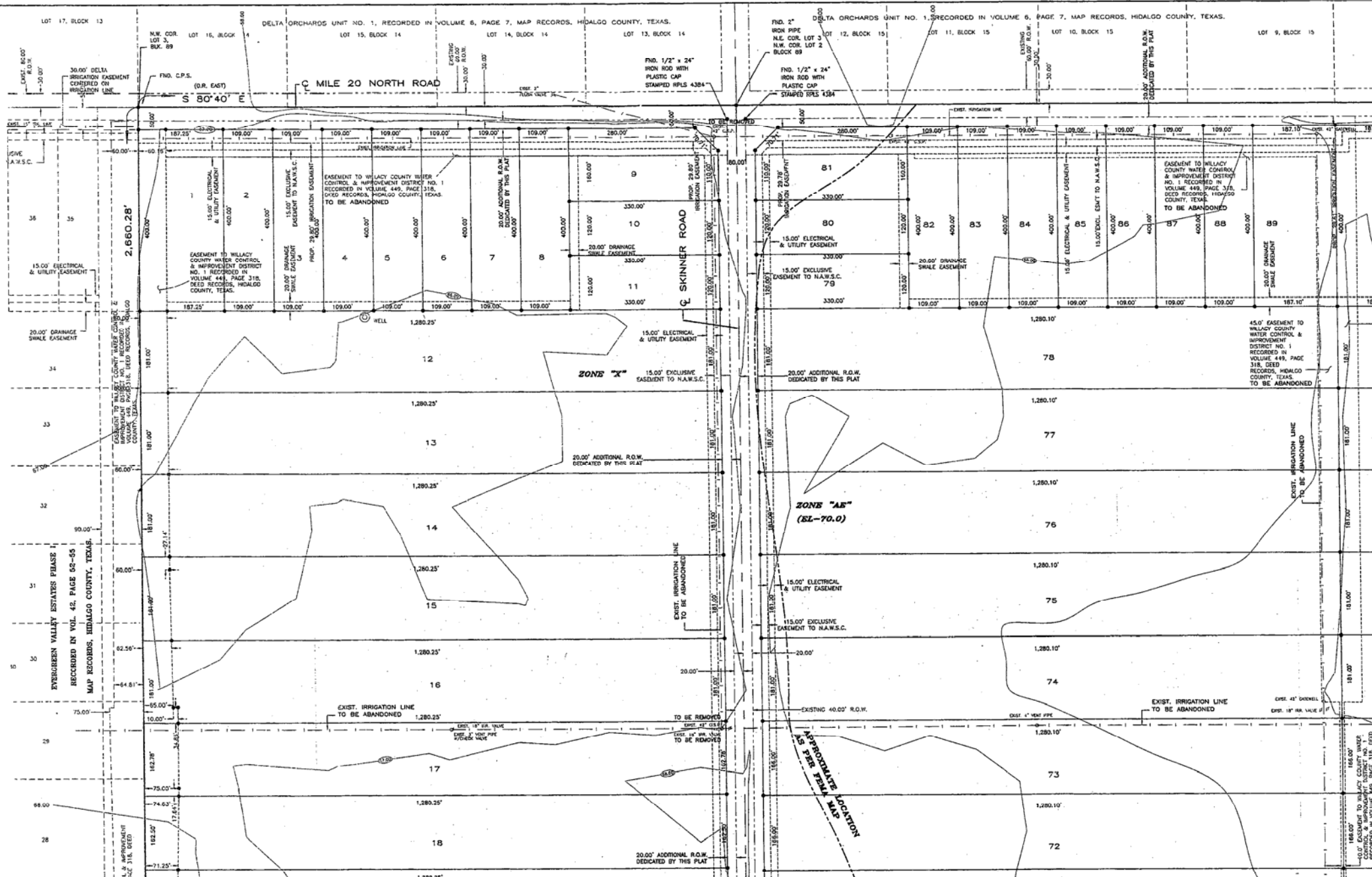
PRINCIPAL CONTACTS table with columns: Name, Address, City & Zip, Phone, Fax.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC. CONSULTING ENGINEERS LAND SURVEYORS 124 E. STUBBS EDINBURG, TEXAS 78539

SHEET 1 OF 10 table with columns: FILENAME, DATE PREPARED, PREPARED BY, CHECKED BY, APPROVED BY.

SCALE: 1" = 100'

LOT	AREA (S.F.)	AREA (AC.)
1	74,900.00	1.719
2-8	43,600.00	1.001
9	51,350.00	1.183
10-11	39,600.00	0.909
12-16	221,725.25	5.020
17	208,352.00	4.784
18-22	208,240.82	4.778
23	39,375.00	0.904
24-34	22,875.00	0.526
35	27,812.50	0.638
36	241,890.43	5.553
37-40	241,711.20	5.549
41	43,896.79	1.006
42-52	45,121.41	1.036
53-57	214,872.77	4.928
58	207,453.01	4.762
58-65	207,376.20	4.761
66-73	212,496.80	4.8
74-76	212,496.18	4.8
79-80	43,560.00	1.000
81	43,630.00	1.000
82-88	43,600.00	1.001
89-90	74,840.00	1.718
91-97	43,600.00	1.001
98	43,620.00	1.002
99-103	43,560.00	1.000
104-105	231,698.10	5.312
106-113	212,496.60	4.828
114-120	207,376.20	4.761
121	202,453.01	4.762
122-123	214,872.77	4.928
124	202,079.63	4.593
125-127	194,892.88	4.464
128	195,538.58	4.523
129	133,774.50	3.071
130	132,524.50	3.042



**SUBDIVISION PLAT OF:
EVERGREEN VALLEY ESTATES PHASE III**

A 422.241 ACRE TRACT OF LAND BEING ALL OF LOTS ONE (1), TWO (2), THREE (3), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), FIFTEEN (15), SIXTEEN (16), 0.606 ACRES OUT OF LOT ELEVEN (11), AND 28.616 ACRES OUT OF LOT FOURTEEN (14), BLOCK EIGHTY-NINE (89), MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1703890, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS LAND SURVEYORS
124 E. STURM ST.
EDINBURG, TEXAS 78539
PHONE 488-881-8488
FAX 488-381-0527

STATE OF TEXAS
COUNTY OF HIDALGO

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



Alfredo Quintanilla
ALFREDO QUINTANILLA
R.L. No. 4558

STATE OF TEXAS
COUNTY OF HIDALGO

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



Osvaldo Ramirez
OSVALDO RAMIREZ
P.E. No. 77082

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JUNE 28, 2008	MARCO E.		
DATE RECORDED	RECORDED BY	CHECKED BY	APPROVED BY



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: February 21, 2007

RE: **MGM Grand Ranches Phase 4-B – Pct. 4**
Final Approval with Financial Guarantee

MGM Grand Ranches Phase 4-B is a twenty five (25) lot subdivision located on the South side of Curry Road, approximately 1243 feet East from Alamo Road.

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 December 07, 2005. The proposed subdivision lies within Zone "X Shaded" as per FEMA's FIRM.

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

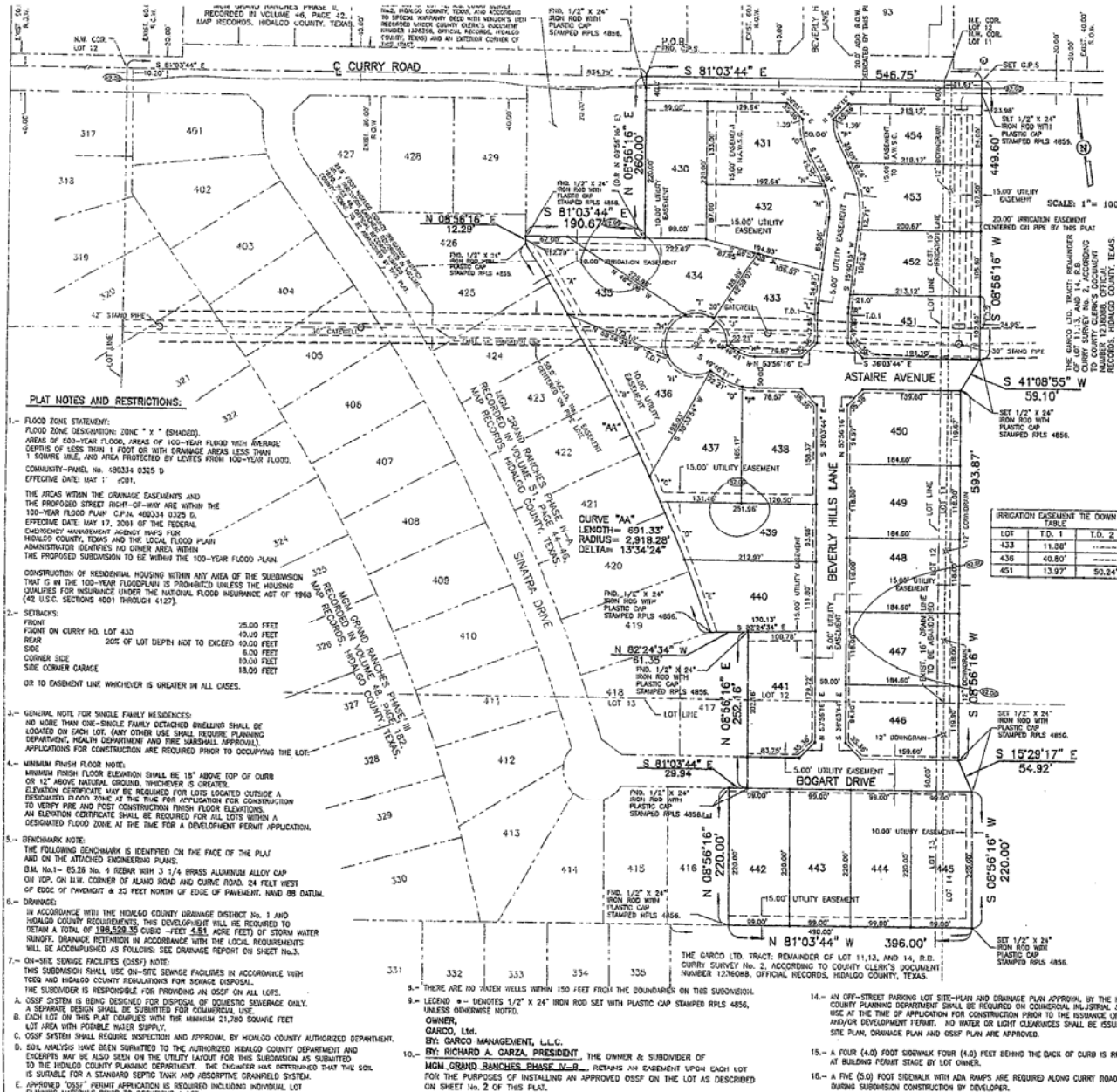
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Raul Palma, P.E. and approved by the Hidalgo County Environmental Health Department.

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

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

The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of \$25,000.00 was submitted to the Planning Department and deposited into Escrow for Septic Tanks Account No. 07-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of twenty five (25) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on February 20, 2007.**



PLAT NOTES AND RESTRICTIONS:

- 1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION ZONE "X" (SHADIS) AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD HIGH WATER CORPUS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COUNTY-PANEL NO. 430334 0225 D. EFFECTIVE DATE: MAY 17, 2001.
- 2. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. C.F.A. # 430334 0225 D. EFFECTIVE DATE: MAY 17, 2001. OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY. HIGHLIGHTED AREAS WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING COMPLETES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- 3. SETBACKS: FROM FRONT ON CURRY RD. LOT 430 25.00 FEET 40.00 FEET REAR 20% OF LOT DEPTH NOT TO EXCEED 10.00 FEET SIDE 6.00 FEET 10.00 FEET CORNER SIDE OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.
- 4. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE DEPARTMENT APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- 5. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE FINISH GRADE, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD INSURANCE RATE AREA. THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FINE AND FOOT CONSTRUCTION FINISH FLOOR ELEVATIONS AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITH A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- 6. BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: B.M. H-1 - 62.39 IN. 4 REBAR WITH 3 1/4 BRASS ALUMINUM ALLOY CAP ON TOP, ON N.W. CORNER OF ALAMO ROAD AND CURRY ROAD, 24 FEET WEST OF EDGE OF PAVEMENT & 35 FEET NORTH OF EDGE OF PAVEMENT, NAD 83 DATUM.
- 7. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TEXAS AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS. A OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE PERSON SHALL BE SUBMITTED FOR COMMERCIAL USE. B. EACH LOT ON THIS PLAT IS EQUIPPED WITH THE MINIMUM 1,200 SQUARE FEET LOT AREA WITH PLEASANT WATER SUPPLY. C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT. D. SOIL ANALYSIS HAS BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND RESULTS MAY BE ALSO SEEN ON THE SITE LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRINKABLE SYSTEM. E. APPROVED OSSF PERMITS APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF A LOT.



PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: GARGO, L.L.C. BY: RICHARD A. GARZA, PRESIDENT	1316 W. FREDRY CONAZUEZ	EDINBURG, TEXAS 78840	(956)381-0295 (956)381-0221	
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78839	(956)381-6480 (956)381-6480	
CONSULTING ENGINEERS: QUINTANILLA, HEADLEY AND ASSOCIATES, INC.	124 E. STUBBS	EDINBURG, TEXAS 78839	(956)381-6480 (956)381-0227	

INDEX TO SHEETS

- SHEET 1 - HOUSING WITHIN LOCATION MAP AND E.D. PRINCIPAL CONTACTS; MAP, LOT, STREETS, AND DRAINAGE DESIGNATION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.
- SHEET 2 - ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION).
- SHEET 3 - DAMAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SHIELDS, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION NOTES.

MGM GRAND RANCHES PHASE IV-B

A 15.299 ACRE TRACT OF LAND OUT OF LOTS 11, 12, 13 AND 14, R.B. CURRY SURVEY NO. 2, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MGM GRAND RANCHES PHASE IV-B

A 15.299 ACRE TRACT OF LAND OUT OF LOTS 11, 12, 13 AND 14, R.B. CURRY SURVEY NO. 2, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AS FOLLOWS:

TRACED S 81°03'44" E, ALONG THE NORTH LINE OF LOTS 11 AND 12, AND THE CENTERLINE OF CURRY ROAD, A DISTANCE OF 546.75 FEET TO A COTTON PICKER SPOULE SET FOR THE NORTHWEST CORNER OF THIS TRACT.

TRACED S 08°51'10" W, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CURRY ROAD, A TOTAL DISTANCE OF 499.60 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

TRACED S 41°08'55" W, A DISTANCE OF 59.10 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

TRACED S 08°51'10" W, A DISTANCE OF 523.97 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

TRACED S 15°29'17" E, A DISTANCE OF 54.92 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

TRACED S 08°51'10" W, A DISTANCE OF 220.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

TRACED N 81°03'44" W, A DISTANCE OF 396.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF MGM GRAND RANCHES PHASE IV-B, AS RECORDED IN VOLUME 51, PAGE 44-48, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND THE SOUTHWEST CORNER OF THIS TRACT.

TRACED N 08°51'10" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV-B, A DISTANCE OF 220.00 FEET TO A 1/2" IRON ROD 24" WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

TRACED S 81°03'44" E, A DISTANCE OF 284.4 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF MGM GRAND RANCHES PHASE IV-B, AND FOR AN INTERIOR CORNER OF THIS TRACT.

TRACED S 08°51'10" E, A DISTANCE OF 252.16 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF MGM GRAND RANCHES PHASE IV-B, AND FOR AN INTERIOR CORNER OF THIS TRACT.

TRACED N 82°24'34" W, A DISTANCE OF 61.35 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF MGM GRAND RANCHES PHASE IV-B, AND FOR AN EXTERIOR CORNER OF THIS TRACT.

TRACED ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV-B, ALONG A CURVE TO THE LEFT (CURVE DATA DELTA= 173°42", RADIUS= 234.19 FEET), A DISTANCE OF 491.33 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF MGM GRAND RANCHES PHASE IV-B, AND FOR AN EXTERIOR CORNER OF THIS TRACT.

TRACED N 08°51'10" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV-B, A DISTANCE OF 12.39 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF THE DANIEL D. MORSE TRACT, AND AN EXTERIOR CORNER OF THIS TRACT.

TRACED S 81°03'44" E, ALONG THE SOUTH LINE OF THE DANIEL D. MORSE TRACT, A DISTANCE OF 190.67 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF SAO TRACT AND AN INTERIOR CORNER OF THIS TRACT.

TRACED N 08°51'10" E, ALONG THE EAST LINE OF THE DANIEL D. MORSE TRACT, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CURRY ROAD, A TOTAL DISTANCE OF 290.00 FEET TO THE POINT OF BEGINNING AND CORNERING 15.299 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MGM GRAND RANCHES PHASE II, RECORDED IN VOLUME 48, PAGE 182, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, ENGINEER, BEING A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY CONCERNED ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
P.L.C. No. 4858

11-02-05
DATE



I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEN BY APPROVAL IS REQUIRED.

CURVE	LENGTH	RADIUS	DELTA	AREA (S.F.)	AREA (AC.)
"A"	172.48	2,698.28	02°36'32"	430	21,780.00
"B"	290.32	2,698.28	07°04'08"	931	21,824.83
"C"	42.82	2,698.28	00°50'27"	432	21,792.33
"D"	101.75	2,698.28	01°50'52"	434	21,797.18
"E"	123.50	2,918.28	02°52'59"	435	21,828.14
"F"	19.04	120.00	10°54'40"	436	21,820.86
"G"	35.57	100.00	02°22'43"	437	21,847.83
"H"	61.87	50.00	03°30'08"	438	21,724.53
"I"	48.51	30.00	05°35'16"	440	21,784.99
"J"	49.85	50.00	07°14'52"	441	21,811.09
"K"	27.31	50.00	03°17'23"	442	21,780.00
"L"	14.69	125.00	06°43'59"	446	21,821.04
"M"	50.91	105.00	07°46'48"	447-448	21,782.80
"N"	10.11	105.00	05°03'08"	450	21,833.37
"O"	37.98	125.00	09°35'55"	451	21,821.39
"P"	14.77	75.00	06°19'54"	452	21,822.23
"Q"	50.08	155.00	03°17'53"	453	21,830.15
"R"	8.81	75.00	06°43'39"	454	21,824.61

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE DRAINAGE REGULATIONS OF THE DISTRICT ADOPTED UNDER TEXAS CODE NO. 49.214(4). THE DISTRICT HAS REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON ENGINEERING DESIGN CRITERIA, IF IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARGO MANAGEMENT, L.L.C., GENERAL PARTNER OF GARGO, L.L.C., OWNER OF THIS 15.299 ACRE TRACT OF LAND ENCOMPASSED BY THE PROPOSED MGM GRAND RANCHES PHASE IV-B, HEREBY SURRENDER THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

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

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

I ATTEST THAT THE MATTER HAS BEEN FULLY AND COMPLETELY ADJUSTED.

RICHARD A. GARZA, PRESIDENT
BY: RICHARD A. GARZA, PRESIDENT
3912 W. FREDRY CONAZUEZ DR.
EDINBURG, TEXAS 78839

10-31-06
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARGO MANAGEMENT, L.L.C., GENERAL PARTNER OF GARGO, L.L.C., and I, SUSAN J. HEADLEY, a Notary Public in and for the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, who, being personally known and acquainted with the contents thereof, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Gives under my hand and seal of office this _____ day of _____, 2006.

SUSAN J. HEADLEY
NOTARY PUBLIC
124 E. STUBBS
EDINBURG, TEXAS 78839

SUSAN J. HEADLEY
NOTARY PUBLIC
124 E. STUBBS
EDINBURG, TEXAS 78839

10-31-06
DATE

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 Texas Water Supply Corporation, (hereinafter called "Grantee") the receipt and sufficiency of which is hereby acknowledged, do hereby grant, sell, convey, transfer, and cause to be sold, granted, sold, conveyed, transferred, and assigned, with full power of attorney, maintenance, repair, and removal of water distribution lines and appurtenances over and over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, unto the Grantee, its successors, assigns, and transferees, all of the above mentioned lands, together with the right of ingress and egress over and over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, with the following conditions, to-wit: that the Grantee shall not be bound to construct or maintain any water distribution lines or appurtenances over and over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, when the possession of the land shown on this plat for the purpose of water supply is not required, and water line as may be necessary to other land owned by the Grantee, its successors, assigns, and transferees. The Grantee covenants that it is the owner of the above-described lands 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 Government assistance and is subject to the provisions of Title 46 of the Code of Federal Regulations, 46 CFR 101.101 and the regulations thereunder for so long as the easement continues to be used for the same as herein provided, for which Federal assistance was authorized or for as long as the Government has any interest therein.

The undersigned, owner of the above-described lands, do hereby certify that the above-described lands are free and clear of all encumbrances and liens except the following:

RICHARD A. GARZA, PRESIDENT
BY: RICHARD A. GARZA, PRESIDENT
3912 W. FREDRY CONAZUEZ DR.
EDINBURG, TEXAS 78839

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

UNDER LOCAL GOVERNMENT CODE § 232.028(b)

WE, THE UNDERSIGNED, CLERK OF THE COUNTY OF HIDALGO, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF THE MGM GRAND RANCHES PHASE IV-B, WAS RECEIVED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

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

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD ON _____ AT _____ O'CLOCK _____ P.M. ON _____

Hidalgo County Clerk _____ Date _____

THIS PLAT, APPROVED BY HIDALGO COUNTY IRIGATION DISTRICT NO. 1 ON THIS DATE, IS SUBJECT TO THE FOLLOWING CONDITIONS:

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1 SECRETARY.

ALFONSO QUINTANILLA, SECRETARY
RICHARD A. GARZA, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

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



NO.	DATE	REVISION	BY	APPROVED BY

SHEET NO. 1
OF 3 SHEETS

DATE PREPARED BY _____
DATE CHECKED BY _____
DATE DRAWN BY _____
DATE REVISION BY _____

APPROVED BY _____
DATE _____



PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Segin, P.E.
Planning Administrator

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

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

DATE: FEBRUARY 21, 2007

RE: SENDERO TRAILS PHASE I SUBDIVISION – PCT. 4

ON FEBRUARY 28, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY SIX (36) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE COMPLETION OF THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

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

CASH DEPOSIT

ORIGINAL AMOUNT	\$ 36,000.00
1 ST REIMBURSEMENT	\$ 1,000.00
BALANCE REMAINING	\$ 35,000.00



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



HIDALGO COUNTY PLANNING DEPARTMENT

Nº 055642

Official Receipt for Fees

Feb. 15, 2006

RECEIVED OF: Megaware Corp. \$ 36,000.00

Thirty six thousand and 00/100 DOLLARS

SUBDIVISION: Sendero Trails Ph. 1 DEVELOPER

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM.
1100-341-30-210-002-0-000

Other		
Total		

SUBDIVISION FEES
1100-341-30-210-001-0-000

Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS

1/3 Paving	Acct#
Septic Tanks	06-1100-211-00-000-018-0-000
<u>36,000.00</u>	<u>36,000.00</u>
Other	
Total	<u>36,000.00</u>

M.O. CASH

CHECK 1324 CASH

Yolanda Carreras
PREPARED BY:

Auditor's Form - ECPD 0001: Rev. 6-04

1324

MEGWARE CORP
2501 W MILITARY HWY STE F-8
MCALLEN, TX 78503-8955

DATE JAN.-09-2006 88-1161/1149 03

PAY TO THE ORDER OF HIDALGO COUNTY \$ 36,000.00

==THIRTY SIX THOUSAND DOLLARS AND 00/100)===== DOLLARS

McALLEN NATIONAL BANK 5201 N. 23rd
P.O. Box 5555
McAllen, Texas 78504
956-682-2265

MEMBER FDIC
ESCROW OF SEPTIC TANKS FOR EACH LOT (\$1,000.00)
FOR /LOT) SENDERO TRAILS SUB. PHASE 1

[Signature]

⑈001324⑈ ⑈1114911616⑈ ⑈00 2204 7⑈



Raul E. Segin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Hidalgo County Health Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority/Chief Physician

Eduardo Olivarez
Chief Administrative Officer

February 21, 2007

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

RE: SENDERO TRAILS PHASE ONE S/D

Dear Mr. Segin:

According to our records the septic tank systems for **LOT 16 at SENDERO TRAILS PHASE ONE**, located on **F.M. 490 W. OF HWY 281**, have been installed . They have been inspected and can be expected to function satisfactorily.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

CR/mm

AI-2616

16.A.

Payment Authorization - Parcel 47 North I Rd
CC REGULAR

Date: 02/27/2007
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Agenda Item

CAPTION

Authorization for action and/or approval to issue payment in compliance with Warranty Deed Document # 1071156 in Deed Records, Hidalgo County, Texas the amount of \$17,820.00 to William W. Arnold, Bette Jean Arnold, Allen A. Arnold and Letitia L. Arnold

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1315-431-00-122-016-0-711

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

\$222,522.58 available balance as of 02/22/2007

Attachments

Link: [Payment Authorization](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 11:22 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/22/2007 05:08 PM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 05:10 PM	NEW-R
4	Auditor's Office	Linda Fong	02/26/2007 09:37 AM	RTRN
5	Sergio Cruz			
6	Court Administrator			

Form Started By: Sandra Garcia

Started On: 02/21/2007 02:31 PM

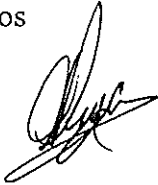
Final Approval Date:

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT



MEMO

TO: Comm. Hector "Tito" Palacios
Hidalgo County Pct. # 2
ATTN: Yolanda Cisneros

FROM: Jose N. Pena
Right Of Way Agent 

DATE: March 1, 2002

RE: Parcel # 47 - North "I" Road Project
William W. & Allen A. Arnold

Comm. Palacios,

Attached please find a copy of the unrecorded deed, copy of the appraisal report, and a copy the 1099S form signed by the landowners on the above-mentioned parcel for the North "I" Road Project. A check in the amount of \$34,507.00 needs to be paid to William & Bette Jean Arnold and Allen & Letitia Arnold: these moneys should come out of your account # 02-020-431-212-87 for Right-of-Way acquisition on this project.

***The check should then be mailed to Dan Worthington at Atlas & Hall so they may secure the original documents for recording.

Commissioner's Court approved this project for acquisition on July 18, 2000 and in executive session on October 16, 2001.

I will forward recorded documents to the auditors office as soon as they are in my possession.

Should you have any questions, please feel free to call.

Thanks,
Joe

Approved _____
Comm. H. Palacios

Approved _____
Godfrey Garza

MORRIS ATLAS
 ROBERT L. SCHWARZ
 GARY GURWITZ
 CHARLES C. MURRAY
 A. KIRBY CAVIN
 MIKE MILLS
 MOLLY THORNBERRY
 FREDERICK J. BIEL
 REX N. LEACH
 LISA POWELL
 STEPHEN L. CRAIN
 O.C. HAMILTON, JR
 YICKI M. SKAGGS
 RANDY CRANE
 DAN K. WORTHINGTON
 VALORIE C. GLASS
 SOFIA A. RAMON
 DANIEL G. GURWITZ
 KECTOR J. TORRES
 RAMONA K. KANTACK
 VELMA O. ANDERSON
 JOSE CANO
 ADRIANA H. CARDENAS
 GREGORY S. KAZEN
 PATRICIA S. RIM
 DARRYL E. STRUTTON
 RICARDO O. BENAVIDES

ATLAS & HALL, L.L.P.
 ATTORNEYS AT LAW
 PROFESSIONAL ARTS BUILDING • 818 PECAN
 P.O. BOX 3725
 MCALLEN, TEXAS 78502-3725
 (956) 662-5501
 FAX (956) 666-6100

March 1, 2002

Mr. Joe Pena
 Hidalgo County Drainage District No. 1
 902 N. Doolittle
 Edinburg, Texas 78539

Via Fax No. 318-2639

Re. Cause No. CON-1211-D; Hidalgo County, Texas, Department of Right-of-Way vs. Toribio Valdez and Zacarias Valdez, Alberto C. Martinez and Maria S. Martinez, William W. Arnold and Allen A. Arnold, Ewell Duane Doss and Pharr, San-Juan, Alamo; In the County Court at Law No. 4 of Hidalgo Co.

Dear Joe:

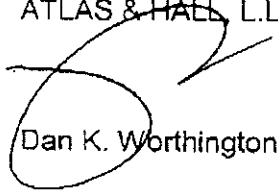
Please forward a check in the sum of \$34,507.00 made payable to the landowners for the purchase of parcel number 47 and mail the check to my attention. We will hold the funds in my office until such time as we receive the executed deed relating to said parcel. As soon as we receive the original executed deed, we will issue the funds to the property owners and forward the original deed to your office.

Should you have any questions, please call.

Very truly yours,

ATLAS & HALL L.L.P.

By:



Dan K. Worthington

DKW/or

MORRIS ATLAS
 ROBERT L. SCHWARZ
 GARY GURWITZ
 CHARLES C. MURRAY
 A. KIRBY CAVIN
 MIKE MILLS
 MOLLY THORNBERRY
 FREDERICK J. BIEL
 REX N. LEACH
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 DARRYL E. STRUTTON
 RICARDO G. BENAVIDES

ATLAS & HALL, L.L.P.
 ATTORNEYS AT LAW
 PROFESSIONAL ARTS BUILDING * 818 PECAN
 P.O. BOX 3725
 MCALLEN, TEXAS 78502-3725
 (956) 682-5501
 FAX (956) 686-6109

E-mail: DKW@atlashall.com

FAX COVER SHEET

 Important: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive the communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the United States Postal Service. Thank you.

Please deliver the following pages to:

Name: MR. JOE PENA

Fax No. 318-2639 Confirmation No. 318-2666

From: DAN K. WORTHINGTON /Olivia (Direct tel. no. 632-8293)

Re: HCDD#1 & Hidalgo Co. Right-of-Way Dept. condemnation cases

Total Number of Pages (Including Cover Sheet): 6

Date: February 28, 2002

Sent by: _____ Time Sent: _____

MESSAGE:



The Arnolds Deed and W9.
Original will follow by Hand Delivery.

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (956) 682-5501.

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

as Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide HIDALGO COUNTY, with your correct taxpayer identification number. If you do not provide HIDALGO COUNTY, with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SS # 461-54-4828 (His)
SS # 454-46-6617 (Hers)

SS# 461-62-0793 (His)
SS # 464-50-0825 (Hers)

SELLER(S) NAME(S)

William W. Arnold and wife

BA

Betty Jean Arnold

Allen A. Arnold and wife

BA

Letitia L. Arnold

404 W. Nolana Loop

404 W. Nolana Loop

Pharr, Texas 78577-9622

Pharr, Texas 78577-9622

PERMANENT MAILING ADDRESS

404 W. Nolana Loop
Pharr, Texas 78577-9622

TRANSACTION INFORMATION

Closing Date:

Description of Property:

**** See Attached Deed

Contract Sales Price: \$34,507.00

If multiple sellers -

Request is hereby made that you allocate the sales price among the sellers (Yes or No)

Has the seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? (Yes or No)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

William W. Arnold (Signature)
William W. Arnold (Date)

Allen A. Arnold (Signature)
Allen A. Arnold (Date)

Betty Jean Arnold (Signature)
Betty Jean Arnold (Date)

Letitia L. Arnold (Signature)
Letitia L. Arnold (Date)

SUBSTITUTE FORM 1099

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

FORM NO. 11104.1

North "T" Road Project
Parcel: # 47
RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

BA

That, We, William W. Arnold and wife, ^{Bette} Betty Jean Arnold and Allen A. Arnold and wife, ^{Leticia} Leticia L. Arnold of the County of Hidalgo, State of Texas, hereinafter referred to as Grantor(s), whether one or more, for and in consideration of the sum of Thirty Four Thousand Five Hundred Seven and 00/100 Dollars (\$34,507.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

L.L.A.
Leticia

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining ownership to the following improvements on the property described in said Exhibit "A", to wit: An Active Irrigation Line within the proposed Right of Way, it being understood that if such improvements are destroyed or required to be relocated, the market value of the line will be paid to Grantors or the cost of the relocation will be borne by those requiring the relocation at time of construction.

Grantors reserve all the oil, gas and sulfur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the State to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises described and herein conveyed but waive all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 22 day of February 2002.

William W. Arnold
William A. Arnold
W. W. W.A.

Allen Arnold
Allen A. Arnold

Betty Jean Arnold
Betty Jean Arnold
Bette
BA

Leticia L. Arnold
Leticia L. Arnold
Leticia
L.L.A.

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared William W. Arnold and wife, ~~Betty~~ Jean Arnold, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purpose and consideration therein expresses.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of February, 2002.



Patricia Kohrt
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Allen A. Arnold and wife, ~~Leticia~~ L. Arnold, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purpose and consideration therein expresses.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of February, 2002.



Patricia Kohrt
Notary Public, State of Texas

COUNTY: HIDALGO

HIGHWAY: "I" ROAD

PROJECT LIMITS: FM 495 TO EXPRESSWAY 281

FIELD NOTES FOR PARCEL - 47

Being a 1.2744-acres tract of land more or less out of a 32.6836-acre tract of land being all of Lot 6, Block 5, John Closner Subdivision, according to the map recorded in Volume 0, Page 4 & 5, Map Records, Hidalgo County, Texas. Said 32.6836-acre tract of land is vested to William W. Arnold and Allen A. Arnold from Francis W. Roby and wife Lurlyn J. Roby by virtue of a Correction Warranty Deed dated October 26, 1989 and recorded in Document No. 135557, Official Records, Hidalgo County, Texas. Said 1.2744-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 set for the Northeast corner of a 0.4871 acre tract of land out of the West half of Lot 1, R & W Incorporated Unit No. 1 Subdivision as per Warranty Deed, Volume 1929, Page 756 and for a point on the South line of said Lot 6;

Thence, North 81 degrees 31 minutes 00 seconds West, with and along the North line of said Lot 1 for a distance of 96.08 feet to a No. 4 rebar set for the Southeast corner of said tract herein described and for the POINT OF BEGINNING;

1. Thence, North 81 degrees 31 minutes 00 seconds West, with and along the South line of said Lot 6 for a distance of 15.00 feet to a point on the existing East Right of Way line of "I" Road, continuing on the same bearing for a total distance of 40.00 feet to a No. 4 rebar set for the Southwest corner of said Lot 6 and of said tract herein described;
2. Thence, North 08 degrees 29 minutes 00 seconds East, with and along the West line of said Lot 6 for a distance of 1320.00 feet to a cotton picker spindle set for the Northwest corner of said Lot 6 and of said tract herein described;
3. Thence, South 81 degrees 31 minutes 00 seconds East, with and along the North line of said Lot 6, for a distance of 75.00 feet to a No. 4 rebar set for the Northeast corner of said tract herein described;
4. Thence, South 08 degrees 29 minutes 00 seconds West, a distance of 60.00 feet to a No. 4 rebar set for a point on the existing East Right of Way line of "I" Road and for an external corner of said tract herein described;
5. Thence, South 53 degrees 29 minutes 00 seconds West, with and along the existing East Right of Way line of "I" Road for a distance of 49.50 feet to a No. 4 rebar set for an internal corner of said tract herein described;

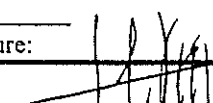


6. Thence, South 08 degrees 29 minutes 00 seconds West, with and along the proposed Right of Way line of "I" Road for a distance of 1225.00 feet to the POINT OF BEGINNING and containing 1.2744-acres of which 0.8551-acres lies in the existing "I" Road Right of Way and leaving a Proposed Net of 0.4192-acres of land more or less.

EXHIBIT
'A'
2 of 2

RIGHT OF WAY
AGENDA REQUEST FORM

"Exhibit" A
No.

Date: July 12, 2000 ✓ Meeting Date Request: July 18, 2000
Deadline for Action: July 12, 2000 Contact Person: JOSE L. VAZQUEZ, ACTING DIRECTOR
Department: Right of Way Phone: 318-2643 Fax: 318-2639
Department Head/Official Signature: 
Caption:

RIGHT OF WAY
REGULAR AGENDA

Background: (Briefly summarize your request, if needed use separate sheet(s) or attach supporting documents).

- A. Authorization for title reports, appraisals and acquisition of additional right-of-way for South McColl Road.
- B. Authorization for land acquisition for North "I" Road Project.

Please initial for approval: County Judge _____ County Attorney _____ Budget _____ Personnel
Purchasing _____ Commissioner Pct. 1 Stana Commissioner Pct. 2 _____ Commissioner Pct. 3
Commissioner Pct. 4 Oh Dept./Fund No. _____ Amt Expended \$ _____ Fnds/Staffing Budgeted:
Yes _____ No _____ Account Code: _____ Impact on Future Budget Yes _____ No _____ Comments: Action
taken Commissioners' Court Approved _____ Tabled _____ Denied _____ Motion made by
Seconded _____ Vote

MEMO

DATE: Oct.16, 2001

TO: Commissioners Court

FROM: Joe Pena - ROW Agent



RE: North "T" Road Project
Parcel # 47 - William & Allen Arnold

Appraised Value: \$28,307.00

Settlement Offer: \$34,507.00 (Theirs)

*** I recommend somewhere between the 2.

up to 10/16/01 CC.

Approved _____

Not Approved _____

North "T" Road Project
Parcel: # 47
RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

BA

L.L.A.

That, We, William W. Arnold and wife, ^{Bette} Betty Jean Arnold and Allen A. Arnold and wife, ^{Leticia} Leticia L. Arnold of the County of Hidalgo, State of Texas, hereinafter referred to as Grantor(s), whether one or more, for and in consideration of the sum of Thirty Four Thousand Five Hundred Seven and 00/100 Dollars (\$34,507.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining ownership to the following improvements on the property described in said Exhibit "A", to wit: An Active Irrigation Line within the proposed Right of Way; it being understood that if such improvements are destroyed or required to be relocated, the market value of the line will be paid to Grantors or the cost of the relocation will be borne by those requiring the relocation at time of construction.

Grantors reserve all the oil, gas and sulfur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the State to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises described and herein conveyed but waive all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 22 day of February 2002.

William W. Arnold
William A. Arnold
W. W. W. A.

Allen Arnold
Allen A. Arnold

Bette Jean Arnold
Bette Jean Arnold
Bette
BA

Leticia L. Arnold
Leticia L. Arnold
Leticia
L.L.A.

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared William W. Arnold and wife, ^{Betty}~~Betty~~ Jean Arnold, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purpose and consideration therein expresses.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of February, 2002.



Patricia Kohrt
Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Allen A. Arnold and wife, ^{Leticia}~~Leticia~~ L. Arnold, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purpose and consideration therein expresses.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of February, 2002.



Patricia Kohrt
Notary Public, State of Texas

COUNTY: HIDALGO

HIGHWAY: "I" ROAD

PROJECT LIMITS: FM 495 TO EXPRESSWAY 281

FIELD NOTES FOR PARCEL - 47

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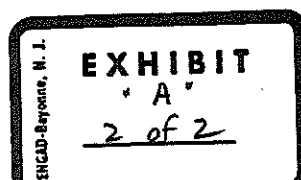
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1. Thence, North 81 degrees 31 minutes 00 seconds West, with and along the South line of said Lot 6 for a distance of 15.00 feet to a point on the existing East Right of Way line of "I" Road, continuing on the same bearing for a total distance of 40.00 feet to a No. 4 rebar set for the Southwest corner of said Lot 6 and of said tract herein described;
2. Thence, North 08 degrees 29 minutes 00 seconds East, with and along the West line of said Lot 6 for a distance of 1320.00 feet to a cotton picker spindle set for the Northwest corner of said Lot 6 and of said tract herein described;
3. Thence, South 81 degrees 31 minutes 00 seconds East, with and along the North line of said Lot 6, for a distance of 75.00 feet to a No. 4 rebar set for the Northeast corner of said tract herein described;
4. Thence, South 08 degrees 29 minutes 00 seconds West, a distance of 60.00 feet to a No. 4 rebar set for a point on the existing East Right of Way line of "I" Road and for an external corner of said tract herein described;
5. Thence, South 53 degrees 29 minutes 00 seconds West, with and along the existing East Right of Way line of "I" Road for a distance of 49.50 feet to a No. 4 rebar set for an internal corner of said tract herein described;



6. Thence, South 08 degrees 29 minutes 00 seconds West, with and along the proposed Right of Way line of "I" Road for a distance of 1225.00 feet to the POINT OF BEGINNING and containing 1.2744-acres of which 0.8551-acres lies in the existing "I" Road Right of Way and leaving a Proposed Net of 0.4192-acres of land more or less.



AI-2688
right of way permit
CC REGULAR

16.B.

Date: 02/27/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Joe Pena
Department: BUDGET & MANAGEMENT
Agenda Area: Right of Way

Agenda Item

CAPTION

Approval of right of way permit for Weslaco Independent School District:
* Bury a fiber optic line installed via directional boring and contained within two or more 1 1/4" SDR-11 conduits. (South Westgate Drive and 4th Street to 18th Street).

BACKGROUND

This item was on consent agenda under AI #2597 but needed to be moved to regular agenda.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/23/2007 02:21 PM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 02:58 PM	NEW-R
3	Auditor's Office	Linda Fong	02/26/2007 09:39 AM	RTRN
4	Dina Trevino			
5	Court Administrator			

Form Started By: Monica Badillo

Started On: 02/23/2007 01:38 PM

Final Approval Date:

AI-2592

17.A.

Presentation
CC REGULAR

Date: 02/27/2007
Submitted By: Carissa Garcia, TAX OFFICE
Submitted For: Neida Chavana
Department: TAX OFFICE

Agenda Item

CAPTION

Presentation and discussion on appraisal and taxation of mobile homes, park models, and travel trailers

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 10:30 AM	APRV
2	Ana Galvan	Anna Galvan	02/21/2007 11:25 AM	APRV
3	Dina Trevino	Dina Trevino	02/21/2007 11:34 PM	APRV
4	Purchasing Department	Marty Salazar	02/22/2007 09:13 AM	APRV
5	Auditor's Office	Linda Fong	02/22/2007 04:36 PM	APRV
6	Court Administrator	Monica Badillo	02/23/2007 04:40 PM	APRV

Form Started By: Carissa Garcia

Started On: 02/21/2007 09:35 AM

Final Approval Date: 02/23/2007

**BCAP Interlocal Agreement for Round II Project
CC REGULAR**

Date: 02/27/2007
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Agapito Vargas
Department: COMM. PCT. #2
Agenda Area: Colonia Access Program

Agenda Item

CAPTION

Discussion and possible approval of Interlocal Agreement between the City of Pharr and County of Hidalgo Colonia Access Program for Round II - Border Colonia Access Program - SouthFork Estates CSJ:2C1080683

BACKGROUND

Copy of Interlocal Agreement will be provided on Commissioners' Court meeting.

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-683-0-733
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is 108,385.20 as of 2/22/07.

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-683-0-734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is 137,944.80 as of 2/22/07.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 11:31 PM	APRV
2	Dale Kennan	Dale Kennan	02/22/2007 11:19 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 04:57 PM	NEW-R
4	Auditor's Office	Linda Fong	02/24/2007 08:39 AM	RTRN
5	Dale Kennan			
6	Court Administrator			

Form Started By: Yolanda Cisneros **Started On:** 02/21/2007 05:27 PM

Final Approval Date:

AI-2687
Lease of land
CC REGULAR

19.A.

Date: 02/27/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Joe Pena / Comm. Palacios
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #2

Agenda Item

CAPTION

Authorization and approval to enter into a Lease Agreement for the purpose of stock piling caliche, asphalt & dirt for Colonia Project - Primavera Subdivision

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/23/2007 02:21 PM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 02:58 PM	NEW-R
3	Auditor's Office	Linda Fong	02/24/2007 08:43 AM	RTRN
4	Dina Trevino			
5	Court Administrator			

Form Started By: Monica Badillo

Started On: 02/23/2007 01:29 PM

Final Approval Date:

AI-2593

20.A.

Pct #3 Budget Amendment
CC REGULAR

Date: 02/27/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Agenda Item

CAPTION

Requesting approval to appropriate funds from Precinct #3 Road & Bridge (1203) unreserved fund balance into operating budgets.

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	Budget & Management	Dina Trevino	02/21/2007 10:31 AM	APRV
2	Sergio Cruz	Sergio Cruz	02/22/2007 09:08 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 09:14 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 08:49 AM	APRV
5	Court Administrator			NEW

Form Started By: Norma Ceballos **Started On:** 02/21/2007 09:45 AM

Final Approval Date:

DATE: February 21, 2007

DEPARTMENT HEAD: Commissioner Joe Flores - Pct. No. 3

DEPARTMENT NAME: Pct. No. 3 - P/U Fund (#1203)

ACCOUNT NUMBER: 7-1203-431-00-123-00X-0

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
7 1203 431 00 123 004 0 412	Adm. Cable	300.00
7 1203 431 00 123 005 0 673	Road Materials	200,000.00
7 1203 431 00 123 005 0 734	Subdivision Streets	50,000.00
7 1203 431 00 123 005 0 890	Others	50,000.00
TOTAL BUDGET INCREASE -FUND 1203		300,300.00

REASON: _____

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONERS' COURT _____ DATE _____ ATTEST COUNTY CLERK _____

AI-2641
Addendum
CC REGULAR

20.B.

Date: 02/27/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Agenda Item

CAPTION

Requesting addendum to a consent for Federal Government to enter upon County property, approved in Commissioner's Court on August 8, 2006.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 08:42 AM	APRV
2	Purchasing Department	Marty Salazar	02/22/2007 09:33 AM	NEW-R
3	Auditor's Office	Linda Fong	02/24/2007 08:51 AM	RTRN
4	Dina Trevino			
5	Court Administrator			

Form Started By: Norma Ceballos

Started On: 02/21/2007 04:38 PM

Final Approval Date:

AI-2609

21.A.

**Pct. #4 Budget Amendments
CC REGULAR**

Date: 02/27/2007
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Area: Precinct #4

Agenda Item

CAPTION

1. Approval of appropriation of funds for Precinct #4 Paved/Unpaved Roads in the amount of \$923,867.01
2. Approval of appropriation of funds for Precinct #4 Administration in the amount of \$10,000.00
3. Approval of appropriation of funds for Precinct #4 Parks in the amount of \$226,911.78

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Budget Amendment](#)
Link: [Budget Amendment](#)
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	02/21/2007 03:27 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/22/2007 03:00 PM	APRV
3	Dina Trevino	Dina Trevino	02/22/2007 10:50 PM	APRV
4	Purchasing Department	Marty Salazar	02/23/2007 01:52 PM	NEW-R
5	Auditor's Office	Linda Fong	02/24/2007 08:57 AM	RTRN
6	Damaris San Miguel			
7	Court Administrator			

Form Started By: Jr. Munoz

Started On: 02/21/2007 01:35 PM

Final Approval Date:

DATE: 2/21/2007
 DEPARTMENT HEAD: Commissioner Oscar L. Garza, Jr.
 DEPARTMENT NAME: Pct.#4 Paved/Unpaved Rds.
 ACCOUNT NUMBER: 7-1204-431-00-124-007-0-XXX
 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
7-1204-431-00-124-007-0 613	SAFETY SUPPLIES	20,000.00
7-1204-431-00-124-007-0 684	TIRES & TUBES	25,000.00
7-1204-431-00-124-007-0 711	ROW	17,586.36
7-1204-431-00-124-007-0 731	ROADS	300,000.00
7-1204-431-00-124-007-0 734	SUBDIVISION STREETS	300,000.00
7-1204-431-00-124-007-0 748	OTHER EQUIPMENT	20,000.00
7-1204-431-00-124-007-0 899	CONTINGENCY	241,280.65
TOTAL BUDGET INCREASE REQUEST		\$ 923,867.01

REASON:
 To appropriate unreserved fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

DATE: 2/21/2007
 DEPARTMENT HEAD: Commissioner Oscar L. Garza, Jr.
 DEPARTMENT NAME: Pct.#4 Administration
 ACCOUNT NUMBER: 7-1204-431-00-124-005-0-XXX
 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
7-1204-431-00-124-005-0 899	CONTINGENCY	10,000.00
TOTAL BUDGET INCREASE REQUEST		\$ 10,000.00

REASON:
 To appropriate unreserved fund balance.

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

DATE: 2/21/2007
 DEPARTMENT HEAD: Commissioner Oscar L. Garza, Jr.
 DEPARTMENT NAME: Pct.#4 Parks
 ACCOUNT NUMBER: 7-1204-431-00-124-009-0-XXX
 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
7-1214-431-00-124-009-0 899	CONTINGENCY	226,911.78
TOTAL BUDGET INCREASE REQUEST		\$ 226,911.78

REASON:
 To appropriate unreserved fund balance.

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONERS' COURT

____/____/____
 DATE

 ATTEST COUNTY CLERK

**STANDING ITEM FOR K-MART BUILDING -ADDITIONAL OFFICES
CC REGULAR**

Date: 02/27/2007
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

A. Presentation for discussion, consideration, and action to select an architect/firm (score, grade, and evaluate at least three firms) utilizing the County's approved "Pool" of Architects in connection with the design and construction of additional office space at the K-Mart Site for the purpose of housing various County departments including, but not limited to:

1. Hidalgo County Commissioner's Court
2. Hidalgo County Judge's Office
3. Hidalgo County Human Resources Department
4. Hidalgo County Information Technologies (support offices)
5. Other County Departments; or, in the alternative,

B. Authority to advertise a project specific Request for Quaifications for the design and construction of additional office space on Kmart Building site to accommodate the various County departments detailed above.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Approved pool of Architects](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 05:10 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 10:32 PM	APRV
3	Auditor's Office	Linda Fong	02/24/2007 09:00 AM	APRV
4	Court Administrator			NEW

Form Started By: Moises Salazar

Started On: 02/22/2007 01:11 PM

Final Approval Date:

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#01	ERO International, LLP 300 South 8 th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 E-mail: eochoa@erointernational.com WEB: www.erointernational.com	/	/	/	/	/	/	/	/	/	/	/	/	
#02	Alcocer Garcia Associates Design Consulting 1335 East Jasmine Ave. Mc Allen, TX 78501 Attn: Eduardo Alcocer, Partner/Project Manager (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671 E-mail: edo@agadc.com or george@agadc.com WEB: www.agadc.com	/	/	/	/	/	/	/	/	/	/	/	/	
#03	Negrete Kolar Architects 204 E. Stubbs St. Edinburg, TX 78539 Attn: David Negrete, AIA, Partner (956) 386-0611 Fax: (956) 386-0613 Mobile: (512) 461-8810 E-mail: dnegrete@nekoarch.com	/	/	/	/	/	/	/	/	/	/	/	/	
#04	Rike Ogden Figueroa Allex 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	/	/	/	/			/	/	/				

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

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RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#05	Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President (956) 546-0110 Fax: (956) 546-0196 E-mail: rudy.gms@bizrgv.rr.com	/			/	/	/	/	/	/	/	/	/	
#06	Milnet Architectural Services 608 S. 12 th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 E-mail: milnet@swbell.net				/	/		/	/				/	
#07	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	/	/	/	/	/	/	/	/	/	/	/	/	/
#08	Frank P. Key & Associates, Architects 1100 E. Jasmine Avenue Suite 104 Mc Allen, TX 78501 Attn: Frank P. Key, AIA, Owner (956) 664-1110 Fax: (956) 664-1113 E-mail: frank@frankkeyarchitect.com	/	/	/	/	/	/	/	/	/	/	/	/	/
#09	IDE*A Group, Inc. 1409 Galveston Ave. Mc Allen, TX 78501 Attn: Jesus Bustos, Principal (956) 686-6806 Fax: (956) 686-5704 E-mail: ideagr95@sbcglobal.net	/	/	/	/	/	/	/	/	/	/	/	/	/

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#10	GIGNAC & Associates, LLP 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 E-mail: rgignac@gignac-associates.com	/	/	/	/	/	/	/	/	/	/	/	/	
#11	Mata Villarreal Garcia Design Group, LLP 201 S. 10 th St. Suite 2 Mc Allen, TX 78501 Attn: Fernando Mata, AIA, Principal (956) 631-1945 Fax: (956) 631-1968 E-mail: fmata@mvgdesign.us	/	/					/	/	/				
#12	Di Stefano/Santopetro Architect, INC. 729 N. Ware Road, Suite 105 McAllen, TX 78501 Attn: Joseph M. Santopetro, AIA, Principal (956) 683-1958 Fax: (956) 683-1965 E-mail: j.santopetro@dsarchitectsinc.com	/	/	/	/	/	/	/	/	/	/	/	/	

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

Date: 02/27/2007
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Roli Flores
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

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

BACKGROUND

1. Award recommendation summary table.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

- Precinct 1 Account # 7-1201-431-00-121-005-0-673/731
- Precinct 2 Account # 7-1202-431-00-122-006-0-673
- Precinct 3 Account # 7-1203-431-00-123-005-0-673/731
- Precinct 4 Account # 7-1204-431-00-124-007-0-673/731

Attachments

Link: [Backup](#)

Link: [2007 Exp Rpt-Obj 673 & 731](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2007 04:09 PM	APRV
2	Budget & Management	Dina Trevino	02/21/2007 11:14 PM	APRV
3	Dale Kennan	Dale Kennan	02/22/2007 09:47 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 09:01 AM	APRV
5	Court Administrator			NEW

Form Started By: Roli Flores

Started On: 02/21/2007 09:27 AM

Final Approval Date:

**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 (<i>Primary</i>)	\$2.50/Ton (Jericho pit)	\$2.25 (Mann pit) \$2.65 (Beck pit) per ton w/Valley Caliche
	2. Frontera Materials (<i>Secondary</i>)	\$2.90/Ton (490 pit) \$2.90/Ton (Reavis pit)	
Precinct No. 2	1. Martin Marietta Materials (<i>Primary</i>)	\$2.50/Ton (Jericho pit)	\$2.25 (Mann pit) \$2.65 (Beck pit) per ton w/Valley Caliche
	2. Frontera Materials (<i>Secondary</i>)	\$2.90/Ton (490 pit) \$2.90/Ton (Reavis pit)	
Precinct No. 3	1. Frontera Materials (<i>Primary</i>)	\$2.90/Ton (Reavis pit)	\$2.65 (Beck pit) per ton w/Valley Caliche
	2. Frontera Materials (<i>Secondary</i>)	\$2.90/Ton (490 pit)	
Precinct No. 4	1. Martin Marietta Materials (<i>Primary</i>)	\$2.50/Ton (Jericho pit)	\$2.25 (Mann pit) per ton w/Valley Caliche
	2. Frontera Materials (<i>Secondary</i>)	\$2.90/Ton (490 pit) \$2.90/Ton (Reavis pit)	

NOTE: HAULING OF MATERIAL WAS FACTORED INTO TABULATION AS PER SPECIFICATIONS.

Memorandum

To: PURCHASING DEPT

ATTN: ROLANDO FLORES

From: PCT. 1 NOE MONTEZ



Date: 2/14/2007

Re: HAULING OF ILLX BASE MATERIALS (CALICHE)

PLEASE BE ADVISED THAT PCT. 1 USES UNIVERSAL TRUCKERS ALMOST EXCLUSIVELY FOR ALL HAULING OF SUBJECT MATERIAL.. VERY RARELY WILL PCT. 1 SEND IT 'S OWN VEHICLES TO PICKUP MATERIALS..

THANKS

NOE MONTEZ

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

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

BID TABULATION AND RECOMMENDATION TABLE for PRECINCT #1 ZONE A

COMPANY NAME	LOCATION OF PIT	BID PRICE PER TON	APPROXIMATE ROUND TRIP MILEAGE TO PRECINCT (MILES)	(B) HAULING AS PER CURRENT CONTRACTED VENDOR	TOTAL COST ON A DELIVERED 22 TON LOAD = (A) + (B)
		(A) PRICE ON A AVERAGE 22 TON LOAD			
MARTIN MARIETTA MATERIALS	JERICO PIT: 2 Miles South of intersection of FM1017 and FM3250 on FM3250, Linn, TX <u>ROUTE TAKEN: Bus. 83 & 281 in Pharr, go north on 281 & miller Rd., Turn West on Miller Rd. go approx.2.5 miles turn south on 3250 and go 3 miles south to pit.</u>	\$2.50 per ton	85	\$3.90 per ton x 22 tons = \$85.80	\$55.00+\$85.80= \$140.80
		\$2.50x 22 tons = \$55.00 a load			
FRONTERA MATERIALS	490 PIT: 4.5 MILES WEST OF US 281 ON FM 490 <u>ROUTE TAKEN: Bus. 83 & 281 in Pharr, go north on 281 & FM 490, Turn West on 490 go approx. 6 miles to pit.</u>	\$2.90 per ton	77	\$3.90per ton x 22 tons = \$85.80	\$63.80+\$85.80= \$149.60
		\$2.90 x 22 tons = \$63.80 a load			
	Reavis Pit: Aproximate 4 miles north of U.S. 83 on FM2221, La Joya TX. <u>ROUTE TAKEN: West Bus. 83 to La Joya turn south on FM 2221 approx. 4 miles to pit.</u>	\$2.90 per ton	73	\$3.90per ton x 22 tons = \$85.80	\$63.80+\$85.80= \$149.60
		\$2.90 x 22 tons = \$63.80a load			

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

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

BID TABULATION AND RECOMMENDATION TABLE for PRECINCT #1 ZONE B & C

COMPANY NAME	LOCATION OF PIT	BID PRICE PER TON	APPROXIMATE ROUND TRIP MILEAGE TO PRECINCT (MILES)	<u>(B)</u> HAULING AS PER CURRENT CONTRACTED VENDOR	TOTAL COST ON A DELIVERED 22 TON LOAD = <u>(A) + (B)</u>
		<u>(A)</u> PRICE ON A 22 TON LOAD			
MARTIN MARIETTA MATERIALS	JERICO PIT: 2 Miles South of intersection of FM1017 and FM3250 on FM3250, Linn, TX <u>ROUTE TAKEN:</u> Bus. 83 & 281 in Pharr, go north on 281 & miller Rd., Turn West on Miller Rd. go approx.2.5 miles turn south on 3250 and go 3 miles south to pit.	\$2.50 per ton	85	\$4.29 X 22 = \$94.38	\$149.38
		\$2.50 x 22 tons = \$55.00 a load			
FRONTERA MATERIALS	490 PIT: 4.5 MILES WEST OF US 281 ON FM 490 <u>ROUTE TAKEN:</u> Bus. 83 & 281 in Pharr, go north on 281 & FM 490, Turn West on 490 go approx. 6 miles to pit.	\$2.90 per ton	77	\$4.29 X 22 = \$94.38	\$158.18
		\$63.80 (22 tons)			
	Reavis Pit: Aproximate 4 miles north of U.S. 83 on FM2221, La Joya TX. <u>ROUTE TAKEN:</u> West Bus. 83 to La Joya turn south on FM 2221 approx. 4 miles to pit.	\$2.90 per ton	73	\$4.29 X 22 = \$94.38	\$158.18
		\$63.80 (22 tons)			

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

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

BID TABULATION AND RECOMMENDATION TABLE for PRECINCT #2

COMPANY NAME	LOCATION OF PIT	BID PRICE PER TON	APPROX. ROUND TRIP MILEAGE TO PRECINCT (MILES)	APPROX. ROUND TRIP TIME	SALARY PAID TO EMPLOYEE + FRINGE BENEFITS (PER HR)	APPROX. ROUND TRIP GALLONS USED	APPROX. FUEL COST PER GAL	APPROX. TOTAL COST ON A DELIVERED 22 TON LOAD = (A) + (B) + (C)
		(A) PRICE ON A 22 TON LOAD		(B) MAN POWER COST	(C) FUEL EXPENSE			
MARTIN MARIETTA MATERIALS	JERICO PIT: 2 Miles South of intersection of FM1017 and FM3250 on FM3250, Linn, TX <u>ROUTE TAKEN: Go north on 281 & miller Rd., Turn West on Miller Rd. go approx. 2.5 miles turn south on 3250 and go 3 miles south to pit.</u>	\$2.50 per Ton	60	60 Min	\$ 18.23 hour	7.50 Gal	\$1.77 per gal	\$86.43
		\$55.00 for 22 tons		\$18.23		\$ 13.20		
FRONTERA MATERIALS	490 PIT: - 4.5 MILES WEST OF US 281 ON FM 490 <u>ROUTE TAKEN: Go north on 281 & FM 490, Turn West on 490 go approx. 6 miles to pit.</u>	\$2.90 per Ton	40	50 Min	\$18.23 Hour	5.00 Gal	\$1.77 per Gal	\$87.84
		\$63.80 for 22 tons		\$ 15.19		\$8.85		
	Reavis Pit: Approximate 4 miles north of U.S. 83 on FM2221, La Joya TX. <u>ROUTE TAKEN: Go west on Exp. 83 to La Joya FM 2221 turn North on 2221 approx. 4 miles to pit.</u>	\$2.90 per ton	44	50 Min	\$18.23 Hour	5.50 Gal	\$1.77 per gal	\$88.72
\$63.80 for 22 tons	\$15.19		\$9.73					

(RECOMMENDATION SHOULD BE BASED ON MATERIAL AND HAULING TOTAL COSTS AS PER BID SPECS)

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

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

BID TABULATION AND RECOMMENDATION TABLE for PRECINCT #2

COMPANY NAME	LOCATION OF PIT	BID PRICE PER TON	APPROXIMATE ROUND TRIP MILEAGE TO PRECINCT (MILES)	(B) HAULING AS PER CURRENT CONTRACTED VENDOR	TOTAL COST ON A DELIVERED 22 TON LOAD = (A) + (B)
		(A) PRICE ON AVERAGE 22 TON LOAD			
MARTIN MARIETTA MATERIALS	JERICO PIT: 2 Miles South of intersection of FM1017 and FM3250 on FM3250, Linn, TX <i>ROUTE TAKEN:</i> Bus. 83 & 281 in Pharr, go north on 281 & miller Rd., Turn West on Miller Rd. go approx. 2.5 miles turn south on 3250 and go 3 miles south to pit.	\$2.50 per ton \$2.50x 22 tons = \$55.00 a load	60	\$3.18 per ton x 22 tons = \$69.96	\$55.00+\$69.60= \$124.60
FRONTERA MATERIALS	490 PIT: 4.5 MILES WEST OF US 281 ON FM 490 <i>ROUTE TAKEN:</i> Bus. 83 & 281 in Pharr, go north on 281 & FM 490, Turn West on 490 go approx. 6 miles to pit.	\$2.90 per ton \$2.90 x 22 tons = \$63.80 a load	40	\$3.18per ton x 22 tons = \$ 69.96	\$63.80+\$69.96= \$133.76
	Reavis Pit: Aproximate 4 miles north of U.S. 83 on FM2221, La Joya TX. <i>ROUTE TAKEN:</i> West Bus. 83 to La Joya turn south on FM 2221 approx. 4 miles to pit.	\$2.90 per ton \$2.90 x 22 tons = \$63.80a load	44	\$3.18per ton x 22 tons = \$ 69.96	\$63.80+\$69.96= \$133.76

Hidalgo County

Precinct No. 2

HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

MEMO

TO: Hidalgo County Purchasing Department VIA FAX: 318-2629
c/o: Rolando Flores

FROM: Hidalgo County Precinct #2 *Ricardo Cuellar*
Ricardo Cuellar-Field Operations Director *by*

DATE: February 14, 2007

SUBJECT: Caliche - Trucks

Please let this memo serve as acknowledgment that we have Truck Driver III's who also are used for hauling caliche at \$12.396 per hour.

If you have any questions regarding this matter please do not hesitate to contact me, Thank you.

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

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

BID TABULATION AND RECOMMENDATION TABLE for PRECINCT #3

COMPANY NAME	LOCATION OF PIT	BID PRICE PER TON	APPROX. ROUND TRIP MILEAGE TO PRECINCT (MILES)	APPROX. ROUND TRIP TIME	SALARY PAID TO EMPLOYEE = FRINGE BENEFITS (PER HR)	APPROX. ROUND TRIP GALLONS USED	APPROX. FUEL COST PER GAL	APPROX. TOTAL COST ON A DELIVERED 22 TON LOAD = (A) + (B) + (C)
		(A) PRICE ON A 22 TON LOAD		(B) MAN POWER COST	(C) FUEL EXPENSE			
MARTIN MARIETTA MATERIALS	JERICO PIT: 2 Miles South of intersection of FM1017 and FM3250 on FM3250, Linn, TX <u>ROUTE TAKEN: Go south on Conway to Exp. 83, turn East on Exp.83, go on Exp83 to Exp. 281 North to Miller Rd. turn west on Miller Rd. to 3250 then turn north approx. 3 miles to pit.</u>	\$2.50 per ton	78	120 min	\$18.80 Hour	9.75 Gal	\$1.77 per gal	\$ 96.01
		\$55.00 for 22 tons		\$23.76		\$17.25		
FRONTERA MATERIALS	Reavis Pit: <u>ROUTE TAKEN: 7 miles north Conway / 12 miles west to 2221 / south towards pit/ 3 miles</u>	\$2.90 per ton	26	40 Min	\$18.80 Hour	3.25 Gal	\$1.77 per Gal	\$ 82.08
		\$63.80 for 22 tons		\$12.53		\$5.75		
	490 PIT: 4.5 MILES WEST OF US 281 ON FM 490 <u>ROUTE TAKEN: Go south on Conway to Exp 83, turn East to Exp 83 turn north to Exp. 28, go to FM 490 and turn west approx. 6 miles to pit.</u>	\$2.90 per ton	66	50 Min	\$18.80 Hour	8.25 Gal	\$1.77 per gal	\$94.07
		\$63.80 for 22 tons		\$15.67		\$14.60		

(RECOMMENDATION SHOULD BE BASED ON MATERIAL AND HAULING TOTAL COSTS AS PER BID SPECS)

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

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

BID TABULATION AND RECOMMENDATION TABLE for PRECINCT #3

COMPANY NAME	LOCATION OF PIT	BID PRICE PER TON	APPROXIMATE ROUND TRIP MILEAGE TO PRECINCT (MILES)	(B) HAULING AS PER CURRENT CONTRACTED VENDOR	TOTAL COST ON A DELIVERED 22 TON LOAD = (A) + (B)
		(A) PRICE ON A AVERAGE 22 TON LOAD			
MARTIN MARIETTA MATERIALS	JERICO PIT: 2 Miles South of intersection of FM1017 and FM3250 on FM3250, Linn, TX <u>ROUTE TAKEN: Bus. 83 & 281 in Pharr, go north on 281 & miller Rd., Turn West on Miller Rd. go approx. 2.5 miles turn south on 3250 and go 3 miles south to pit.</u>	\$2.50 per ton	78	\$4.75 per ton x 22 tons = \$104.50	\$55.00+\$104.50= \$159.50
		\$2.50x 22 tons = \$55.00 a load			
FRONTERA MATERIALS	490 PIT: 4.5 MILES WEST OF US 281 ON FM 490 <u>ROUTE TAKEN: Bus. 83 & 281 in Pharr, go north on 281 & FM 490, Turn West on 490 go approx. 6 miles to pit.</u>	\$2.90 per ton	66	\$4.75per ton x 22 tons = \$104.50	\$63.80+\$104.50= \$168.30
		\$2.90 x 22 tons = \$63.80 a load			
FRONTERA MATERIALS	Reavis Pit: Aproximate 4 miles north of U.S. 83 on FM2221, La Joya TX. <u>ROUTE TAKEN: West Bus. 83 to La Joya turn south on FM 2221 approx. 4 miles to pit.</u>	\$2.90 per ton	26	\$4.75per ton x 22 tons = \$104.50	\$63.80+\$104.50= \$168.30
		\$2.90 x 22 tons = \$63.80a load			

COUNTY *of* HIDALGO



EDINBURG, TEXAS 78539

Joe M. Flores

County Commissioner, Pct. No. 3

P.O. Box 607


Mission, Texas 78573

Office: (956) 585-4509

Fax: (956) 585-2375

MEMORANDUM

TO: Rolando Flores, Buyer
Hidalgo County Precinct #3

FROM: Joe M. Flores, Commissioner 
Hidalgo County Precinct #3

DATE: February 16, 2007

SUBJECT: Caliche – Trucks

Please let this memo serve as acknowledgment that we have Truck Driver II who also is used for hauling caliche at \$12.83 per hour.

Thank you and should you have any questions regarding this matter, please do not hesitate to contact me.

COUNTY *of* HIDALGO



EDINBURG, TEXAS 78539

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4

1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office (956) 383-3112

MEMO

TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O ROLANDO FLORES
FROM: HIDALGO COUNTY PCT. #4 *O. L. Garza, Jr.*
MS. GLORIA A. BELTRAN, EX. ASST.
DATE: FEBRUARY 16, 2007
REF: CALICHE – TRUCK DRIVERS SALARY

PLEASE BE ADVISED THAT THE MEDIAN HOURLY WAGE
EARNED BY HIDALGO COUNTY PCT. #4 TRUCK DRIVER III'S
IS AS FOLLOWS:

\$12.425

SHOULD YOU HAVE ANY QUESTIONS, YOU MAY CONTACT
OUR OFFICE AT (956) 383-3112.

CC: PCT. FILES

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

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

BID TABULATION AND RECOMMENDATION TABLE for PRECINCT #4

COMPANY NAME	LOCATION OF PIT	BID PRICE PER TON	APPROX. ROUND TRIP MILEAGE TO PRECINCT (MILES)	APPROX. ROUND TRIP TIME	SALARY PAID TO EMPLOYEE + FRINGE BENEFITS (PER HR)	APPROX. ROUND TRIP GALLONS USED	APPROX. FUEL COST PER GAL	APPROX. TOTAL COST ON A DELIVERED 22 TON LOAD = (A)+(B)+(C)
		(A) PRICE ON A 22 TON LOAD		(B) MAN POWER COST	(C) FUEL EXPENSE			
MARTIN MARIETTA MATERIALS	JERICO PIT: 2 Miles South of intersection of FM1017 and FM3250 on FM3250, Linn, TX <u>ROUTE TAKEN:</u> North on Doolittle Rd. to Monte Cristo, turn west on Monte Cristo to Exp. 281, turn north on exp 281 to Miller Rd. go approx. 2.5 miles to 3250, turn north on 3250 approx. 3 miles to pit.	\$2.50 per ton	42	45 Min	\$18.27 Hour	5.25 Gal	\$1.77 per Gal	\$77.99
		\$55.00 for 22 tons		\$13.70		\$9.29		
FRONTERA MATERIALS	490 PIT: - 4.5 Miles West of US 281 on FM 490 <u>ROUTE TAKEN:</u> go north on Dolittle Rd. to Monte Cristo, turn west on Monte Cristo to Exp.281 & turn north on Exp.281 to FM490, turn west on F.M. 490 approx. 6 miles to pit.	\$2.90 per ton	34	45 min	\$18.27 Hour	4.25 Gal	\$1.77 per Gal	\$ 85.02
		\$63.80 for 22 tons		\$13.70		\$7.52		
	Reavis Pit: <u>ROUTE TAKEN:</u> Go west on Schunior to Exp 281, turn south on Exp. 281 to (loop) Exp 83 in Pharr, go west on Exp 83 approx. 22miles to 2221 / south approx. 4 miles towards pit.	\$2.90 per ton	66	60 Min	\$18.27 Hour	\$8.25 Gal	\$1.77 per gal	\$96.67
		\$63.80 for 22 tons		\$18.27		\$14.60		

(RECOMMENDATION SHOULD BE BASED ON MATERIAL AND HAULING TOTAL COSTS AS PER BID SPECS)

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

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

BID TABULATION AND RECOMMENDATION TABLE for PRECINCT #4

COMPANY NAME	LOCATION OF PIT	BID PRICE PER TON	APPROXIMATE ROUND TRIP MILEAGE TO PRECINCT (MILES)	(B) HAULING AS PER CURRENT CONTRACTED VENDOR	TOTAL COST ON A DELIVERED 22 TON LOAD = (A) + (B)
		(A) PRICE ON A AVERAGE 22 TON LOAD			
MARTIN MARIETTA MATERIALS	JERICO PIT: 2 Miles South of intersection of FM1017 and FM3250 on FM3250, Linn, TX <u>ROUTE TAKEN:</u> Bus. 83 & 281 in Pharr, go north on 281 & miller Rd., Turn West on Miller Rd. go approx. 2.5 miles turn south on 3250 and go 3 miles south to pit.	\$2.50 per ton	42	\$1.90 per ton x 22 tons = \$41.80	\$55.00+\$41.80= \$96.80
		\$2.50x 22 tons = \$55.00 a load			
FRONTERA MATERIALS	490 PIT: 4.5 MILES WEST OF US 281 ON FM 490 <u>ROUTE TAKEN:</u> Bus. 83 & 281 in Pharr, go north on 281 & FM 490, Turn West on 490 go approx. 6 miles to pit.	\$2.90 per ton	34	\$1.90per ton x 22 tons = \$41.80	\$63.80+\$41.80= \$105.60
		\$2.90 x 22 tons = \$63.80 a load			
	Reavis Pit: Aproximate 4 miles north of U.S. 83 on FM2221, La Joya TX. <u>ROUTE TAKEN:</u> West Bus. 83 to La Joya turn south on FM 2221 approx. 4 miles to pit.	\$2.90 per ton	66	\$4.75per ton x 22 tons = \$104.50	\$63.80+\$41.80= \$105.60
		\$2.90 x 22 tons = \$63.80a load			

CALICHE PROJECT

<u>Truck Driver</u>	<u>Precinct # 2</u>	<u>Precinct # 3</u>	<u>Precinct # 4</u>
Salary	\$ 25,792.00	\$ 26,686.40	\$ 25,854.40
Health Ins.	4,164.00	4,164.00	4,164.00
Life Ins.	33.00	33.00	33.00
FICA (7.65%)	1,973.09	2,041.51	1,977.86
Retirement (8.92%)	2,300.65	2,380.43	2,306.21
Unemployment Comp. (0.50%)	128.96	133.43	129.27
Workers Comp. (13.71%)	<u>3,536.08</u>	<u>3,658.71</u>	<u>3,544.64</u>
Total Salary and Fringes	<u>\$ 37,927.78</u>	<u>\$ 39,097.48</u>	<u>\$ 38,009.38</u>

FROM BUDGET OFFICE

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1201 R&B PRECINCT NO.1							
7-1201-431-00-121-005-0-673	PCT.1 P/U RD-ROAD MATERIAL	84,021.36	70,749.10	6,740.16	6,740.16	6,532.10	92.23
7-1201-431-00-121-005-0-731	PCT.1 P/U RD-ROADS	134,576.90	39,706.90	.00	.00	94,870.00	29.50
7-1201-431-00-121-007-0-673	PCT.1 LATERAL ROAD-ROAD MATERIAL	2,097.58	.00	.00	.00	2,097.58	.00
7-1201-431-00-121-007-0-731	PCT.1 LATERAL ROAD-ROADS	291.38	.00	.00	.00	291.38	.00
1201 R&B PRECINCT NO.1		220,987.22	110,456.00	6,740.16	6,740.16	103,791.06	53.03
1202 R&B PRECINCT NO.2							
7-1202-431-00-122-006-0-673	PCT.2 P/U RD-ROAD MATERIAL	234,409.14	29,689.15	4,286.61	4,286.61	200,433.38	14.49
7-1202-431-00-122-006-0-731	PCT.2 P/U RD-ROADS	610,157.39	110,157.39	25,949.81	25,949.81	474,050.19	22.31
7-1202-431-00-122-007-0-731	PCT.2 LATERAL ROAD-ROADS	110,890.41	.00	.00	.00	110,890.41	.00
7-1202-431-00-122-026-0-731	OWASSA RD (JACKSON-R. LONGORIA)-ROADS	42,030.00	42,030.00	.00	.00	.00	100.00
7-1202-431-00-122-027-0-731	TOWER RD (MOORE-BALLI)-ROADS	14,776.80	14,776.80	.00	.00	.00	100.00
1202 R&B PRECINCT NO.2		1,012,263.74	196,653.34	30,236.42	30,236.42	785,373.98	22.41
1203 R&B PRECINCT NO.3							
7-1203-431-00-123-005-0-673	PCT.3 P/U RD-ROAD MATERIAL	80,898.31	51,628.56	9,376.83	9,376.83	19,892.92	75.41
7-1203-431-00-123-005-0-731	PCT.3 P/U RD-ROADS	290,472.98	93,693.92	.00	.00	196,779.06	32.26
7-1203-431-00-123-007-0-731	PCT.3 LATERAL ROAD-ROADS	99,543.78	7,697.50	.00	.00	91,846.28	7.73
7-1203-431-00-123-039-0-731	PCT.3-FM 681 PROJECT-ROADS	146,717.93	132,057.99	14,659.94	14,659.94	.00	100.00
1203 R&B PRECINCT NO.3		617,633.00	285,077.97	24,036.77	24,036.77	308,518.26	50.05
1204 R&B PRECINCT NO.4							
7-1204-431-00-124-007-0-673	PCT.4 P/U RD-ROAD MATERIAL	106,137.73	32,358.08	892.86	892.86	72,886.79	31.33
7-1204-431-00-124-007-0-731	PCT.4 P/U RD-ROADS	197,631.25	132,668.96	764.69	764.69	64,197.60	67.52
7-1204-431-00-124-008-0-731	PCT.4 LATERAL ROAD-ROADS	621.26	.00	.00	.00	621.26	.00
1204 R&B PRECINCT NO.4		304,390.24	165,027.04	1,657.55	1,657.55	137,705.65	54.76
7 YEAR		2,155,274.20	757,214.35	62,670.90	62,670.90	1,335,388.95	38.04

AI-2622

22.A.9.

**INDUSTRIAL WELDING SERVICES BID AWARD AND APPROVAL OF CONTRACT
CC REGULAR**

Date: 02/27/2007
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo
County

Agenda Item

CAPTION

Recommending of bid award and approval of contract (subject to legal review) to sole bidder meeting all specifications as attached hereto for: "Hidalgo County Industrial Welding Services and Supplies" RFB No. 2007-037-02-14-MSS.

BACKGROUND

Please see attached:
-Bid Tabulation and Copy of Bid
-Draft Contract

Revenue & Expenditures

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
COUNTY WIDE PROJECTS

Attachments

Link: [AGENDA BACKUP](#)

Link: [DRAFT CONTRACT](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/23/2007 01:54 PM	APRV
2	Budget & Management	Dina Trevino	02/23/2007 01:56 PM	APRV
3	Dale Kennan	Sergio Cruz	02/23/2007 02:58 PM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 09:06 AM	APRV
5	Court Administrator			NEW

Form Started By: Moises Salazar **Started On:** 02/21/2007 03:21 PM

Final Approval Date:

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

BID OPENING DATE: **February 14, 2007**

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: **"INDUSTRIAL WELDING SERVICES AND SUPPLIES"**

BID NO: **2007-037-02-14-MSS**

BUYER: *MOISES SALAZAR*

	VENDOR	UNIT PRICE
#1	Weldinghouse, Inc. Mc Allen, TX	A. Welding Services : \$ <u>No Bid</u> per hr.
		B. Supplies: Acknowledgment of bid received <u> / </u>
#2		A. Welding Services : \$ _____ per hr.
		B. Supplies: Acknowledgment of bid received _____
#3		A. Welding Services : \$ _____ per hr.
		B. Supplies: Acknowledgment of bid received _____
#4		A. Welding Services : \$ _____ per hr.
		B. Supplies: Acknowledgment of bid received _____
#5		A. Welding Services : \$ _____ per hr.
		B. Supplies: Acknowledgment of bid received _____
#6		A. Welding Services : \$ _____ per hr.
		B. Supplies: Acknowledgment of bid received _____
#7		A. Welding Services : \$ _____ per hr.
		B. Supplies: Acknowledgment of bid received _____

Bid
for
HIDALGO COUNTY
"INDUSTRIAL WELDING SERVICES AND SUPPLIES"
BID NO.: 2007-037-02-14-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Weldinghouse, Inc.
Address: 301 N. McColl Ste. B McAllen, Tx 78501
By: ROEL J. DAVILA
Printed Name: ROEL J. DAVILA
Title: MANAGER

**HIDALGO COUNTY
INDUSTRIAL WELDING SERVICES AND SUPPLIES
BID No. 2007-037-02-14-MSS**

BID PAGE

A: WELDING SERVICES

BID PRICE \$ No Bid per hour.

B: WELDING SUPPLIES:

-Vendor should be able to provide the following materials on an "as needed" basis.

			<u>BID PRICE:</u>	
1	Metal welding rods (different gauges)	Sizes	Case/Units:	
		7018 1/8	50 lbs <u>ESAB or equal</u>	\$ <u>58⁵⁰</u>
		7018 5/32	50 lbs <u>Lincoln or equal</u>	\$ <u>72⁰⁰</u>
		6011 1/8	50 lbs <u>Lincoln or equal</u>	\$ <u>78⁵⁰</u>
		6011 5/32	50 lbs <u>Lincoln or equal</u>	\$ <u>76⁰⁰</u>
		6011 3/32	50 lbs	\$
2	Aluminum welding rods (different gauges)	#35 1/8	5 lbs	\$ <u>87⁸⁰</u>
		#35 5/32	5 lbs	\$ <u>86⁷⁵</u>
3	Cast Iron Rods 99% Cast	#460 1/8	10 lbs	\$ <u>215⁹⁰</u>
4	Torch RD-45	1/8 Steel	1 lb	\$ <u>1³⁸</u>
		3/32	1 lb	\$ <u>.97</u>
5	Alloy 144 Brass Electrode	1/8	1 lb	\$ <u>12⁴⁰</u>
		5/32	1 lb	\$ <u>No longer available</u>
6	Torch Brass	1/8	1 lb	\$ <u>6⁹⁸</u>
		5/32	1 lb	\$ <u>6⁶⁶</u>

7	Oxygen (for welding gas) All cylinders (oxygen, acetylene, etc.) are tracked by serial number which allows for more efficient and more accurate tracking and billing.	Cylinder Sizes	BID PRICE:		
		80 Series Cylinder	\$ 6 ³⁶		
		100 Series Cylinder	\$ 6 ¹⁶		
		200 Series Cylinder	\$ 8 ⁸⁵		
8	Acetylene, (for welding gas) we bill for actual cylinder contents	Cylinder Sizes	BID PRICE:		
		100 Series Cylinder	\$.19CF		
9	Welding Goggles (standard)	CUP Fixed -	\$ 5.56	Flip - 8.50	
10	Welding Gloves (standard) Green (500 Large)		\$ 5 ⁶⁵		
11	Welding Helmets (standard)	Flb 910 GRAY Flb 906 GRAY	2x4 - Fixed \$ 20.12 - Flip \$ 27.80	6 1/2 x 5 1/4 - 23.96	
12	Leather Jackets for Welders (complete)	Small	\$ 37 ⁷⁰		
		Medium	\$ 37 ⁷⁰		
		Large	\$ 37 ⁷⁰		
13	Torch Lighters (3 way)		\$ 145		
14	Torch Tips	Small Torch (Medium = 100FC HANDLE 1350 cutting attachment	Tip Type	Sizes	BID PRICE:
			Cutting Tip ORIGINAL VICTOR	0-3-101 Victor	\$ 8 ⁹⁰
			Welding Tip All original Victor Equipment	#0-w-1	\$ 29 ⁵⁰
				#1-w-1	\$ 29 ⁵⁰
				#2-w-1	\$ 29 ⁵⁰
			#3-w-1	\$ 30 ⁷⁰	
Heating	Rosebud BMFA-1	\$ 51 ¹⁰			

		Tip Type	Sizes	BID PRICE:
Medium Torch (Large Heavy-Duty) All equipment original Victor		Cutting Tip	0-1-101 0-3-101 Victor	\$ 8 ⁹⁰
		Welding Tip	#0-W	\$ 30 ⁷⁰
			#1-W	\$ 32 ³⁰
			#2-W	\$ 32 ³⁰
			#3-W	\$ 32 ³⁰
		Heating	BMFA Rosebud	\$
15	Torch Gauges (standard) (Replacement Gauges)	2" 30psi-200 psi 2" 4000 psi	\$7 ⁰⁰ ea 2 1/2" - 30 psi - 200 psi, 7 ²⁵ 9 ⁰⁰ ea 2 1/2" \$ 4000 psi - 9 ⁵⁰	cc cc
16	Torch Hoses (for regulators)	25 ft x 1/4	\$ 13 ²⁵	
		50 ft x 1/4	\$ 23 ²⁵	
		100 ft x 1/4	\$ 43 ³⁰	
17	Torches (medium) (Large H.D.)	Small 100 FC Handle 1350 attachment regulators	\$ 198 ⁰⁰	
		Medium 2460 Attachment regulators	\$ 374 ⁰⁰	
18	Rental of Cylinders (ON AS NEEDED)	Gas	Tank Size	BID PRICE:
		Oxygen	80 Series	\$ 13 ¹ day/cylinder
			100 Series	\$ 13 ¹ day/cylinder
			200 Series	\$ 13 ¹ day/cylinder
		Acetylene	100 Series	\$ 13 ¹ day/cylinder
19	#1 Cable (by feet)		\$ 1 ⁸⁰ FT	
20	Tip Cleaner-Standard		\$ 1 ⁶⁰	
21	Flat Soap Stone-Standard Square		\$ 6 ⁰⁰ /gross	

HIDALGO COUNTY
INDUSTRIAL WELDING SERVICES AND SUPPLIES
BID No. 2007-037-02-14-MSS

BIDDER'S INFORMATION:

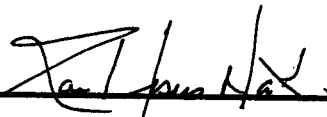
BIDDER/COMPANY NAME: Weldinghouse, Inc

ADDRESS: 301 N. Mc Coll Ste B.

CITY/STATE/ZIP CODE: McAllen Tx 78501

PHONE & FAX NO.'S: bus. (956) 682-6844 fax (956) ⁶³¹⁻⁸⁷⁴⁹ 793-9488

CELLULAR & BEEPER
NO.'S: (956) 793-9488

AUTHORIZED SIGNATURE: 

PRINTED NAME: Rael Jesus Davila

TITLE: Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-00-00-00

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

WHEREAS, Company responded to advertised notices for bids for "**Industrial Welding Services and Supplies**"(the "Services"); and

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

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

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

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

2. Company hereby promises and agrees to render and provide, during the term of this

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

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

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

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

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

**100 E. Cano
Edinburg, Texas 78539**

If to Company:

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

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

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

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

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

COUNTY OF HIDALGO

By:

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr, County Clerk

COMPANY:

By:

Printed Name:

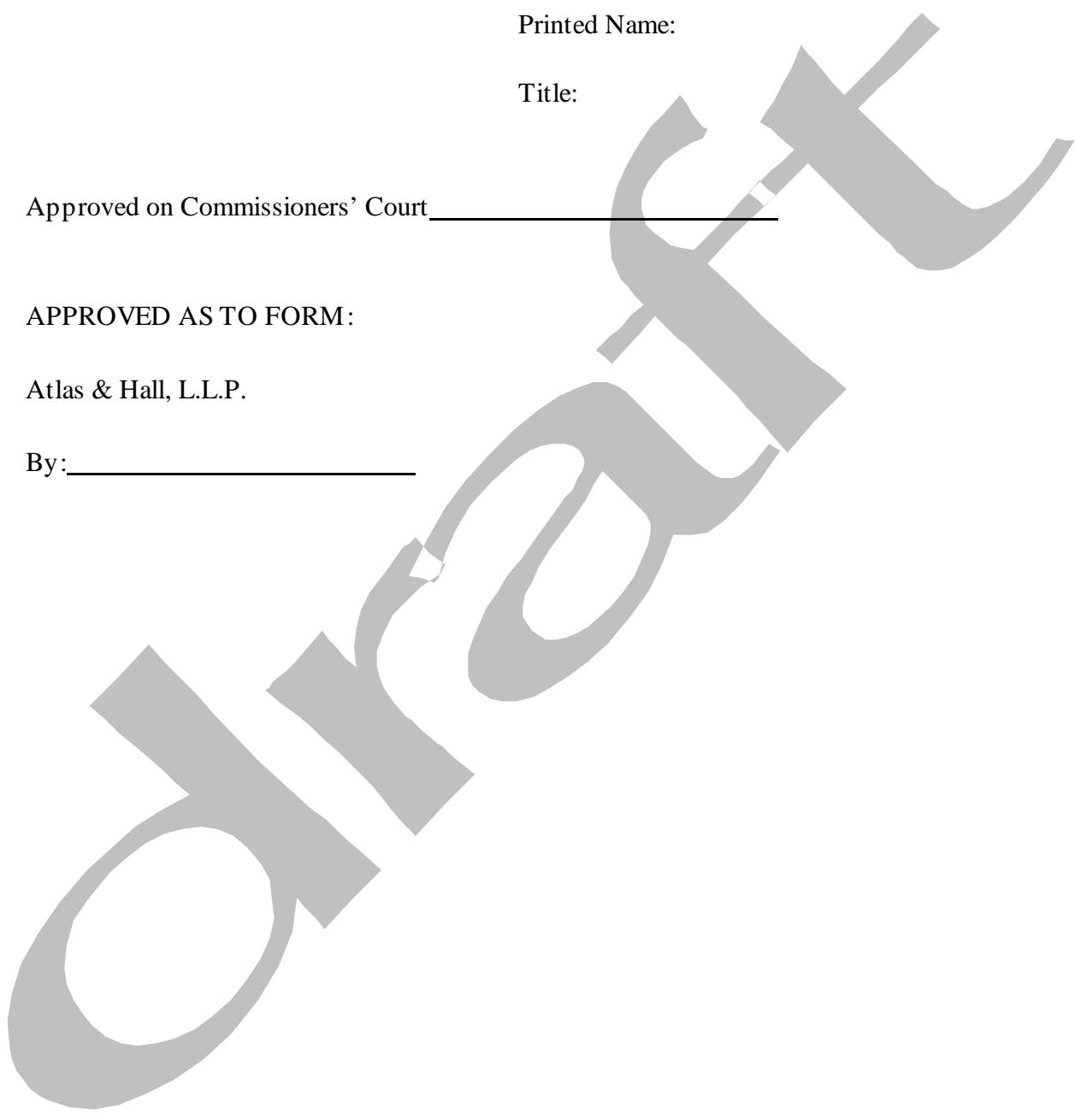
Title:

Approved on Commissioners' Court _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____





FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

- TO DELETE/CANCEL A CARD - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD
- TO ADD VEHICLE CARD - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.
- TO ADD DRIVER CARD - SPECIFY NAME OF PERSON THE CARD IS FOR.
- TO REPLACE CARD WITH THE SAME SET UP - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Mario Martinez 24 Hrs. Mon-Sun 03 Transactions

Martin Cantu 24 Hrs Mon-Sun 03 Transactions

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: Hidalgo County Risk Mgmt DATE: 2/20/07

PRINT NAME: Roy Quintanilha ACCOUNT: 22-0001496

SIGNATURE: [Signature] PHONE: 956 318-2644

JOB TITLE: Safety Director



FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

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Josie Garza 8-5 Non-Fr 3 Transactions


REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: HIDALGO CO. BUILDINGS & GROUNDS DATE: 1-23-07

PRINT NAME: JOSIE GARZA ACCOUNT: 7-1100-419-40-220-001-0-682

SIGNATURE: _____ PHONE: 956-289-7850

JOB TITLE: CUSTODIAN

JAVIER CARLEON 



FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

- TO DELETE/CANCEL A CARD - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD
- TO ADD VEHICLE CARD - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.
- TO ADD DRIVER CARD - SPECIFY NAME OF PERSON THE CARD IS FOR.
- TO REPLACE CARD WITH THE SAME SET UP - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

JOHNNY RODRIGUEZ 9-5 Mon-Fr 3 Transactions

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: HIDALGO COUNTY BUILDINGS & GROUNDS DATE: 1-23-07
 PRINT NAME: JOHNNY RODRIGUEZ ACCOUNT: 7-1100-419-40-220-001-0-682
 SIGNATURE: _____ PHONE: 956-289-7850
 JOB TITLE: ELECTRICIAN

JAVIER CARREON 

**SURPLUS COUNTY AND SEIZED VEHICLES
CC REGULAR**

Date: 02/27/2007
Submitted By: Lisa Vela, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting approval to surplus numerous vehicles "county and seized vehicles" for the purpose of disposition through auction and as set forth under Texas Local Government Code, Section 263.152. (a)(1)as detailed on Exhibit "A" and attached hereto.

BACKGROUND

See attached Exhibit "A" list.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 09:19 AM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 10:30 AM	NEW-R
3	Auditor's Office	Linda Fong	02/24/2007 09:13 AM	RTRN
4	Dina Trevino			
5	Court Administrator			

Form Started By: Lisa Vela

Started On: 02/21/2007 03:29 PM

Final Approval Date:

**SURPLUS NUMEROUS PIECES OF EQUIPMENT
CC REGULAR**

Date: 02/27/2007
Submitted By: Lisa Vela, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting approval to surplus numerous pieces of equipment "county and seized equipment" as requested by Hidalgo County Departments for the purpose of disposition through auction and as set forth under Texas Local Government Code, Section 263.152. (a)(1) as detailed on Exhibit "A" and attached.

BACKGROUND

See attached Exhibit "A" list.

Revenue & Expenditures

Attachments

Link: [Exhibit "A"](#)

Link: [Vehicle surplus](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 09:19 AM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 10:35 AM	APRV
3	Sergio Cruz	Sergio Cruz	02/23/2007 10:26 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 09:15 AM	APRV
5	Court Administrator			NEW

Form Started By: Lisa Vela

Started On: 02/21/2007 03:33 PM

Final Approval Date:

COUNTY SURPLUS

EXHIBIT "A"

TAG NO	DISCRIP	MAKE	MODEL	SERIAL	CONDITION	FROM	LOCATED AT	SAGELOC	FUND	COST	TF FORM #
41	SHREDDER	N/A	N/A	41663	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-237
4983	DESK	METAL		NONE	BROKEN	AUX COURT #6	SURPLUS	9999	1100	0	2007-3
7419	SCALE	PELOUZE		NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-232
8585	SOFA	OLD	BEIGE	NONE	BROKEN	AUX COURT #6	SURPLUS	9999	1100	0	2007-3
8615	DESK	BROWN	N/A	NONE	BROKEN	AUTO LIC	SURPLUS	9999	1100	0	2006-229
9799	FILE CABINET	5 DRAWER	N/A	NONE	BROKEN	DA	SURPLUS	9999	1100	0	2006-234
10039	TYPEWRITER	IBM	ELECTRIC	NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	807.5	2006-232
10532	DESK	METAL		NONE	BROKEN	AUX COURT #6	SURPLUS	7777	1100	319	2007-3
10644	CHAIRS	WAIT	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-238
11187	TYPEWRITER	SMITH CORONA		NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	378	2006-232
12841	REFRIGATOR	WHIRL	2 DR BEIGE	NONE	BROKEN	PURCHASING	SURPLUS	9999	1100	597	2007-7
15279	DESK	METAL	N/A	NONE	BROKEN	ELECTIONS	SURPLUS	7777	1100	456	2007-9
16845	SIGNAL LIGHT BAR	TOP OF ROOF	N/A	NONE	BROKEN	CONST PCT 3	SURPLUS	7777	1100	1175.5	2006-243
17262	CHAIRS	WAIT	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-238
17318	FILE CABINET	5 DRAWER	N/A	NONE	BROKEN	DA	SURPLUS	9999	1100	0	2006-234
17561	FILE CABINET	5 DRAWER	N/A	NONE	BROKEN	DA	SURPLUS	9999	1100	0	2006-234
18398	DESK	METAL		NONE	BROKEN	AUX COURT #6	SURPLUS	9999	1100	0	2007-3
21026	DESK	COMPUTER	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-237
21129	CHAIRS	SECRETARIAL		NONE	BROKEN	AUTO LIC	SURPLUS	9999	1100	0	2006-218
21803	COMPUTER TOWER	MACRATRON	NONE	NONE	OBSOLETE	PURCHASING	SURPLUS	1601	1100	10972	2007-17
21932	DESK	COMPUTER	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	7777	1100	350	2006-237
22101	FILE CABINET	4 DRAWER	N/A	NONE	BROKEN	ELECTIONS	SURPLUS	9999	1100		2007-9
22292	CHAIRS	SECRETARIAL	PINK	HI-BACK	BROKEN	CTY JUDGE	SURPLUS	7777	1100	410.12	2006-238
22737	ROUND TABLE	COFFEE	WOOD	NONE	BROKEN	CTY JUDGE	SURPLUS	7777	1100	455	2006-237
22750	LAMP	DESK	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-237
22804	LAMP	DESK	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-237
22849	ROUND TABLE	PINK	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	7777	1100	393	2006-237
22853	CHAIRS	WAIT	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-238
22860	CHAIRS	WAIT	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	7777	1100	272	2006-238
22865	CHAIRS	WAIT	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-238
22873	CHAIRS	WAIT	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	7777	1100	272	2006-238
22883	COMPUTER TOWER	DELL	N/A	NONE	GOOD	CTY CRT #1	SURPLUS	9999	1100	100	2006-236
24107	PRINTER	OKIDATA	MIRCOLINE	106A0049645	GOOD	PURCHASING	SURPLUS	7777	1100	945	2007-17
26889	DESK	METAL	GRAY	NONE	BROKEN	PURCHASING	SURPLUS	7777	1100	277	2007-7
29098	FILE CABINET	4 DRAWER	N/A	NONE	BROKEN	CTY CRT #1	SURPLUS	1601	1100	1812	2006-236
29558	SHELF	GRAY	N/A	NONE	BROKEN	AUTO LIC	SURPLUS	9999	1100	0	2006-218
29560	SHELF	GRAY	N/A	NONE	BROKEN	AUTO LIC	SURPLUS	9999	1100	0	2006-218
30544	COMPUTER TOWER	DELL	NONE	P003A1602782	GOOD	PURCHASING	SURPLUS	9999	1100	1677	2007-18
30920	DESK	W/RETURN		NONE	BROKEN	AUX COURT #6	SURPLUS	7777	1100	266.06	2007-3
30922	DESK	METAL		NONE	BROKEN	AUX COURT #6	SURPLUS	7777	1100	266.06	2007-3
31754	FAX MACHINE	BROTHER	INTEL	L71693648	BROKEN	PLANNING	SURPLUS	7777	1100	150	2006-240

COUNTY SURPLUS

EXHIBIT "A"

32636	ROUND TABLE	PINK	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-237
33519	PRINTER	LASER JET	2100	NONE	BROKEN	CTY CRT #1	SURPLUS	7777	1100	350	2006-219
34194	COMPUTER TOWER	DELL	N/A	NONE	G	CTY CRT #1	SURPLUS	1601	1100	1843	2006-236
34249	COMPUTER TOWER	DELL	PENT. III	CKTLS	G	PURCHASING	SURPLUS	1601	1100	526	2007-18
34365	COMPUTER TOWER	CLONE	200	P9806103387	BROKEN	IT DEPT	SURPLUS	1601	1100	1500	2006-244
34367	COMPUTER TOWER	CLONE	PC	PAP9AA2802877	BROKEN	IT DEPT	SURPLUS	1601	1100	1500	2006-244
34461	PRINTER	LASER JET	2100	NONE	BROKEN	CTY CRT #1	SURPLUS	7777	1100	350	2006-219
34880	PORT SWITCH	INTEL	5351	HP210A000453	BROKEN	IT DEPT	SURPLUS	1601	1100	1000	2006-244
35520	COMPUTER TOWER	CLONE	N/A	NONE	G	CTY CRT #1	SURPLUS	1601	1100	2249	2006-236
35521	COMPUTER TOWER	CLONE	N/A	NONE	G	CTY CRT #1	SURPLUS	1601	1100	2249	2006-236
35707	PRINTER	HP	N/A	SG0A1110WK	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-231
36432	COPY MACHINE	XEROX	N/A	34678	BROKEN	AUX COURT #6	SURPLUS	7777	1100	374.25	2007-22
36495	FAX MACHINE	MINTOLA	2600	4501-11105124	BROKEN	SAFETY DIV	SURPLUS	1601	1100	1694.1	2006-208
36598	COMPUTER TOWER	LANGER	N/A	900LAN	BROKEN	AUX COURT #6	SURPLUS	7777	1100	785	2007-22
36795	PRINTER	CANON	PC980	NONE	BROKEN	CTY CRT #1	SURPLUS	7777	1100	350	2006-219
37610	COMPUTER TOWER	INTEL	WINDOW 98	A754101A05179	G	PURCHASING	SURPLUS	7777	1100	526	2007-18
37612	COMPUTER TOWER	INTEL	WINDOW 98	A754101A05182	G	PURCHASING	SURPLUS	7777	1100	526	2007-18
37613	COMPUTER TOWER	INTEL	WINDOW 98	A754101A05180	G	PURCHASING	SURPLUS	7777	1100	526	2007-18
37616	COMPUTER TOWER	INTEL	WINDOW 98	A754101A05169	G	PURCHASING	SURPLUS	7777	1100	526	2007-18
37617	COMPUTER TOWER	INTEL	WINDOW 98	A754101A05168	G	PURCHASING	SURPLUS	7777	1100	526	2007-18
37618	COMPUTER TOWER	INTEL	WINDOW 98	A754101A05177	G	PURCHASING	SURPLUS	7777	1100	526	2007-18
37619	COMPUTER TOWER	INTEL	WINDOW 98	A754101A05183	G	PURCHASING	SURPLUS	7777	1100	526	2007-18
37620	COMPUTER TOWER	INTEL	WINDOW 98	A754101A05178	G	PURCHASING	SURPLUS	7777	1100	526	2007-18
37725	COMPUTER TOWER	CLONE	PC	B0194193800181	BROKEN	IT DEPT	SURPLUS	7777	1100	502	2006-247
AA001252	BUFFER	NONE	N/A	NONE	BROKEN	RESTITUTION	SURPLUS	7777	1297	0	2006-227
AA001377	COPIER	XEROX	5855CA	CTC0001786	BROKEN	ADULT PROBA	SURPLUS	7777	1297	0	2006-278
AA00382	FREEZER	KENMORE	CHEST	NONE	BROKEN	RESTITUTION	SURPLUS		1297		2006-227
AA00449	ICEMAKER	MANITOWOC	N/A	NONE	BROKEN	RESTITUTION	SURPLUS		1297		2006-227
AA00990	BUFFER	BOBCAT	FLOOR	NONE	BROKEN	RESTITUTION	SURPLUS		1297		2006-227
AA1025	SOFA	BASE ONLY	N/A	NONE	BROKEN	RESTITUTION	SURPLUS		1297		2006-227
AA1152	FAX MACHINE	CANON	L777	NONE	BROKEN	RESTITUTION	SURPLUS		1297		2006-227
NO TAG	CALCULATORS	CORP EXP	7-PIECES	NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-232
NO TAG	CALCULATORS	BICO	VARIOUS	2-PIECES	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-231
NO TAG	CALCULATORS	SHARP	VARIOUS	4-PIECES	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-231
NO TAG	COUNTEREIT MACHINE	NONE	VARIOUS	2-PIECES	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-231
NO TAG	DRAWER	WOODEN	DESK TOP	NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-232
NO TAG	FAX MACHINE	BROTHER	NONE	US6577J3J729415	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-232
NO TAG	KEYBOARDS	HP	NONE	NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-232
NO TAG	KEYBOARDS	LENOXX	NONE	NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-232
NO TAG	ORGANIZER	DESK ORGANIZER	DESK TOP	NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-232
NO TAG	PHONE	PANSONIC	N/A	NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-231
NO TAG	PHONE	NORSTAR	N/A	NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-231

COUNTY SURPLUS

EXHIBIT "A"

NO TAG PRINTER	XEROX	N/A	NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-231
NO TAG SHREDDER	FELLOWES	VARIOUS	2-PIECES	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-231
NO TAG STAPLERS	SWINGLINE	6-PIECES	NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-232
NO TAG TYPEWRITER	2-NAKAJAMA		NONE	BROKEN	AUTO LIC	SURPLUS	7777	1100	0	2006-232
NO TAG CHAIRS	SECRETARIAL	MAROON	NONE	BROKEN	AUX COURT #6	SURPLUS	9999	1100	0	2007-3
NO TAG SOFA	TORN	BLACK	NONE	BROKEN	AUX COURT #6	SURPLUS	9999	1100	0	2006-239
NO TAG CHAIRS	SECRETARIAL	BLACK	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-238
NO TAG CHAIRS	WAIT	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-237
NO TAG COMPUTER TOWER	CPU	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-239
NO TAG FILE CABINET	PLASTRIC	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-239
NO TAG FILE CABINET	PLASTRIC	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-239
NO TAG HOLE POUCHER	2 HOLE	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-239
NO TAG PICTURE	OLD TORN	2-PICTURES	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-238
NO TAG PRINTER	HP	N/A	USKC112904	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-237
NO TAG STAPLERS	DESK STAPLER	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-239
NO TAG TAPE DISPENSER	DISPENSER	N/A	NONE	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-239
NO TAG TAPE RECORDER	OLD	N/A	890902356	BROKEN	CTY JUDGE	SURPLUS	9999	1100	0	2006-238
NO TAG CHAIRS	BLACK	N/A	NONE	BROKEN	DA	SURPLUS	9999	1100	0	2006-234
NO TAG SCANNER	HP	JET 6300C	SG0652602G	BROKEN	ELECTIONS	SURPLUS	7777	1100	0	2006-217
NO TAG CART	SIDE	3-PIECES	NONE	G	IT DEPT	SURPLUS	9999	1100	0	2006-247
NO TAG COMPUTER TOWER	CLONE	PC	NONE	BROKEN	IT DEPT	SURPLUS	9999	1100	0	2006-244
NO TAG COMPUTER TOWER	CLONE	PC	NONE	BROKEN	IT DEPT	SURPLUS	9999	1100	0	2006-244
NO TAG COMPUTER TOWER	TORN	BLACK	NONE	BROKEN	IT DEPT	SURPLUS	9999	1100	0	2006-246
NO TAG KEYBOARDS	NO BRAND	3-PIECES	NONE	G	IT DEPT	SURPLUS	9999	1100	0	2006-247
NO TAG MONITOR	LCD	15"	926000066	BROKEN	IT DEPT	SURPLUS	9999	1100	0	2006-247
NO TAG MONITOR	AMPTRON	17"	FHD0004183	BROKEN	IT DEPT	SURPLUS	9999	1100	0	2006-247
NO TAG MONITOR	CRT	17"	FJU96115791U	G	IT DEPT	SURPLUS	9999	1100	0	2006-247
NO TAG PORT SWITCH	13 COM	24	1WKR058642	BROKEN	IT DEPT	SURPLUS	9999	1100	0	2006-244
NO TAG PORT SWITCH	13 COM	24	7ZLV2E494F8	BROKEN	IT DEPT	SURPLUS	9999	1100	0	2006-244
NO TAG MONITOR	CRT	15"	141610519	G	IT DEPT	SURPLUS	9999	1100	0	2006-247
NO TAG 6-BOXES OF BOOKS	VARIOUS	VARIOUS	NONE	OBSOLETE	LAW LIBRARY	SURPLUS	9999	1100	0	
NO TAG CHAIRS	BRN LEATHER	VARIOUS	2-PIECES	BROKEN	PLANNING	SURPLUS	7777	1100	199	2006-240
NO TAG HP DESKJET	HP	932C	EEE-1284-8	BROKEN	SAFETY DIV	SURPLUS	9999	1100	0	2006-208
NT70001 COMPUTER TOWER	OPTIMA	ALR	799648	BROKEN	AUX COURT #6	SURPLUS	9999	1100	0	2007-22
NT70002 PRINTER	HP	690C	US676110G9	BROKEN	AUX COURT #6	SURPLUS	9999	1100	0	2007-22
NT70003 Mouses	VARIOUS	NO BRAND	15-PIECES	G	PURCHASING	SURPLUS		1100	0	2007-17
NT70004 KEYBOARDS	DELL	NONE	6-PIECES	G	PURCHASING	SURPLUS		1100	0	2007-17
NT70005 KEYBOARDS	VARIOUS	NO BRAND	17-PIECES	G	PURCHASING	SURPLUS	9999	1100	0	2007-17
NT70006 SPEAKERS	COMPUADD	NONE	3 PAIRS	G	PURCHASING	SURPLUS	9999	1100	0	2007-17
NT70007 MONITOR	DELL	15"	91004016	G	PURCHASING	SURPLUS	7777	1100	0	2007-17
NT70008 MONITOR	VARIOUS	VARIOUS	NONE	BROKEN	PURCHASING	SURPLUS	7777	1100	1832	2007-17
NT70010 5-OFFICE PHONES	VARIOUS	VARIOUS	NONE	BROKEN	275TH DIS CRT	SURPLUS	9999	1100	0	2007-4

LIST NO	DISCRIPTION	SERIAL	CAUSE NO	TF NO
1	SLEDGE HAMMER		04-15321	2007-19
2	MALLET		05-00498	2007-19
3	APEX DVD PLAYER		05-03970	2007-19
4	TEAC CASSETTE PLAYER	1207268-944	03-26327	2007-19
5	DREAM CAST KEY BOARD		03-26327	2007-19
6	BLK&DKR DRILL BITS		05-34214	2007-19
7	BLK&DKR 4 TOOL COMBO		05-34214	2007-19
8	GREEN TOOLBOX W/ SAW TOOLS		05-21697	2007-19
9	PIONEER CD CHANGER	PF3690776VT	03-26327	2007-19
10	WATER COOLER		03-26327	2007-19
11	COFFEE POT		03-26327	2007-19
12	JVC VCR	13474123	03-26327	2007-19
13	2 REMOTE CONTROLS		0	2007-19
14	WELDING HELMET		05-36827	2007-19
15	2 PRY BARS		05-36827	2007-19
16	GAS TANK		03-18182	2007-19
17	CRAFTMAN BLOWER	94236N01759	05-25670	2007-19
18	RYOBI WEDEATER	101341407	05-25670	2007-19
19	PHILIP MAGNAVVOX DVD	825-173	05-23606	2007-19
20	ZENITH DVD PLAYER	DVC 2250	05-23606	2007-19
21	NINTENDO GAME CUBE		05-36827	2007-19
22	JVC CAR STEREO		05-36827	2007-19
23	ROCKFORD AMPLIPHER		05-36827	2007-19
24	SYMPHONIC DVD PLAYER	U32442336-8	05-36827	2007-19
25	BLUE COMPRESSOR	1-80-11	05-36827	2007-19
26	PAINT BALL GUN W/BARREL		05-36827	2007-19
27	PAINT BALL GUN		05-36827	2007-19
28	BLUE SANDER		05-36827	2007-19
29	KEYBOARD LOGITECH		05-36827	2007-19
30	CRAFTMAN TABLE SAW		05-36827	2007-19
31	BLUE FLOOR JACK		05-36827	2007-19
32	RE 4 WHEELER		05-36827	2007-19
33	MARROON CAR HOOD		05-36827	2007-19
34	MILWUAKEE GRINDER		05-36827	2007-19
35	STAT JETPAINT GUN		05-36827	2007-19
36	ORANGE CASE W/AUTO REPAIR JACK		05-36827	2007-19
37	DIE HARD BATTERY CHARGER		05-36827	2007-19
38	SMALL BLUE BIKE		05-36827	2007-19
39	TORO WLECTRIC WEDEATER		05-36827	2007-19
40	GREEN WEDEATER		05-36827	2007-19
41	FLAT SCREEN MONITOR	AMW	05-36827	2007-19

42	CRAFTMAN CIRCULAR SAW	2.3HP	05-12192	2007-19
43	AIR COMPRESSOR	ZHP	05-36827	2007-19
44	RED NEXT BIKE		05-36827	2007-19
45	E TON 3 WHEELER		05-36827	2007-19
46	TOP CRANE 2 TON		05-36827	2007-19
47	4 TIRES W / ESCALATE RIMS		05-36827	2007-19
48	3 TIRE W / RIMS		05-36827	2007-19
49	AIR COMPRESSOR	120 VOLTS	05-36827	2007-19
50	CHROME PAINT GUN		05-36827	2007-19
51	CRAFTMAN CIRCULAR SAW		05-36827	2007-19
52	HAND DRILL INGERSOLL RAND	7811-3.8	05-36827	2007-19
53	PRESSURE GUN	SNAP	05-36827	2007-19
54	AM PRO PROFESSIONAL TOOL		05-36827	2007-19
55	OBLL DIAGNOSTIC TESTER		05-36827	2007-19
56	OBLL RAND SANDER	300 G	05-36827	2007-19
57	INGERSOLL RAND SANDER	MD-302A	05-36827	2007-19
58	ELECTRIC SANDER	H081	05-36827	2007-19
59	SONY DVD PLAYER		04-34409	2007-19
60	RAMPAGE CAR STEREO	AUCTION #26	04-21239	2007-19
61	VHS W / FRONT LOADER		0	2007-19
62	BLACK PROFOLIO		0	2007-19
63	RED WRENCH		03-09906	2007-19
64	GPX SONY CD PLAYER	S7095	05-40338	2007-19
65	SAMSING LAB TOP W/CASE	20-3316	0	2007-19
66	CD CASE HOLDER		0	2007-19
67	GREY BATTERY CHARGER	W / BACLES	05-12192	2007-19
68	CD CASE W/ CDS	2861	0	2007-19
69	EMPTY TOOL CASE		0	2007-19
70	GESTEC W / CASE		0	2007-19
71	BLK TOTE BAG		01-06032	2007-19
72	CD HOLDER W /CDS		0	2007-19
73	STATE FARM CD HOLDER		0	2007-19
74	CAE LOGO C HOLDER		0	2007-19
75	CD HOLDER W /CDS		0	2007-19
76	PLAY STATION REMOTE		0	2007-19
77	PANASONIC MICRO RECORDER		0	2007-19
78	BATTERY CHARGER	1.2 AMP	0	2007-19
79	WALKMAN CD PLAYER			2007-19
80	HOMELITE WEDEATER			2007-19
81	FM/AM SONY CAR STEREO	553328	05-40338	2007-19
82	BLK BIG ROYAL VIEW CAMERA		05-12192	2007-19
83	2 DVD MOVIES		05-39663	2007-19

ABANDONED UNCLAIMED AUCTION # 29

EXHIBIT "A"

84	PIONEER SPEAKER	400W	05-40338	2007-19
85	BLUE SMALL TOOLBOX W/TOOLS	AUCTION #26	05-03017	2007-19
86	MULTI LIGHT FLASHLIGHT	AUCTION #28	0	2007-19
87	BLK & BKR CORDLESS DRILL		05-040338	2007-19
88	RCA SMALL SPKR		0	2007-19
89	AIWA SMALL SPKR	30-233	03-23595	2007-19
90	2 PIONEER SPKRS		05-40338	2007-19
91	CLARION CASSETTE CAR STEREO	0-000570	50-40338	2007-19
92	DIRT DEVIL VACUUM CLEANER	AUCTION #25	03-19036	2007-19
93	HOOVER VACUUM CLEANER	AUCTION #20	01-09744	2007-19
94	HOOVER VACUUM CLEANER	MAROON	0	2007-19
95	3-REMOTE CONTROLS		0	2007-19
96	SEARS BRAND SAW BLADE	926234	0	2007-19
97	GAS TANK		0	2007-19
98	2 SETS TABLE FLATMAT /NAPKINS		0	2007-19
99	METAL BASEBALL BAT		0	2007-19
100	GOLD CART CARRYING BAG		0	2007-19
101	RESISTOL STRAW HAT		0	2007-19
102	HONDA CAR JACK		0	2007-19
103	MAGNAVOX TV	761553655	93-10189	2007-19
104	2-6X9 PIONEER SPKRS		0	2007-19
105	2-GPX SPKRS	ST095	05-40338	2007-19
106	NINTENDO 64 GAME SYSTEM	2 CONTROLS 3 GAMES	05-40338	2007-19
107	DURA BRAND TV 14"	55140900175	05-39870	2007-19
108	CRAFTMAN 21" LAWNMOWER	71999M025899	05-40338	2007-19
109	2-ALUMINUM WHEELS 15" W/ TIRES		05-40338	2007-19
110	DELCO CAR CASSETTE PLAYER		05-12192	2007-19
111	SHAKSPEAKE 70 FISHING ROD		0	2007-19
112	RAMPAGE SUBWOOFER	8" MODEL BA100	05-40338	2007-19
113	SONY CD/F/M/M PLAYER	10272	05-40338	2007-19
114	LA SOUND MALIBU 100W AMP	12651020	05-40338	2007-19
115	SONY CD PLAYER 35WX4	CDX-1150	05-40338	2007-19
116	SMALL THUMP GOLD AMP	502006532	05-40338	2007-19
117	MURRAY 22" 4.0HP LAWNMOWER	74294124AF474	05-40404	2007-19
118	PIONEER CD CAR STEREO	AHTM055982UC	05-39870	2007-19
119	CURTIS COMPACT SYSTEM W SKPRS	4084-908859742	05-39870	2007-19
120	SONY PLAYSTATION	U90999384	05-39870	2007-19
121	GOLD 22" LAWNMOWER	K902K32172	05-40404	2007-19
122	HOOVER VACUUM CLEANER	2.7 12AMP	05-39663	2007-19
123	ORION VHS PLAYER	R0220	0	2007-19
124	RCA VHS PLAYER	33260875	0	2007-19
125	COMPUTER TOWER	QIP2A0801207	04-15327	2007-19

126	KEYBOARD E MACHINE	210078964-V3	04-15327	2007-19
127	HP COMPUTER TOWER	KRQ1337356	04-15327	2007-19
128	HP HARDDRIVE TOWER		04-15327	2007-19
129	PHILIP TV 19"	62165433	04-12235	2007-19
130	2-TIRES NO RIMS		04-00000	2007-19
131	PLAIN SANDER		04-36827	2007-19
132	WELDING SET		0	2007-19
133	AIR COMPRESSOR	CRAFTMAN	04-12253	2007-19
134	BLUE AIR TANK	0	04-12253	2007-19
135	MAKITA CIRCULAR SAW	N0224569	04-12253	2007-19
136	SONY CAMCORDER	51301	04-12253	2007-19
137	SHARP STEREO W/SPKRS		04-12253	2007-19
138	PIONEER CD PLAYER	QJ3610T16BT	04-12253	2007-19
139	CURTIS TV 19"	3CDKB25901P	04-12253	2007-19
140	SYMPHONIC TV 13"	B46999087	04-12253	2007-19
141	AUDIO VIDEO RECIEVER	QG3641313DM	04-12253	2007-19
142	GAME BOY W/ BLK CSE	0	0	2007-19
143	CROW BAR		06-02176	2007-19
144	DIRECT TV RECIEVER		04-12253	2007-19
145	DIRECT TV RECIEVER		04-12253	2007-19
146	APEX 31" W/CONTROL		04-12253	2007-19
147	BATTERY CHARGER		0	2007-19
148	RYOBI WEEDATER		04-12253	2007-19
149	SANYO TV 34"		0	2007-19
150	BLK & SILVER CD CASE		05-39900	2007-19
151	BLK CASE W/ CDS		05-39900	2007-19
152	BLK & GRAY BACK PACK		05-39910	2007-19
153	LEATHER ULTILITY BELT		05-39910	2007-19
154	POOL STICK IN CASE		05-39910	2007-19
155	CAR CASSETTE PLAYER		05-12192	2007-19
156	2- 2 1/2 SPEAKERS		0	2007-19
157	AIR GUN		0	2007-19
158	SLEDGE HAMMER		0	2007-19
159	X BOX REMOTE		0	2007-19
160	3 1/2 KENWOOD SPEAKERS		04-12253	2007-19
161	LAWN MOWER W/ 2 WHEELS		0	2007-19
162	LAWN MOWER	AUCTION #28#93	0	2007-19
163	HOMELITE WEEDATER		05-35251	2007-19
164	BLUE 10 SPEED BIKE		05-35251	2007-19
165	MURRAY LAWN MOWER		05-35251	2007-19
166	ROADMASTER 15 SPEED BIKE		05-35251	2007-19
167	HUFFY BLK AND RED BIKE		05-35251	2007-19

168	GREEN BIKE			05-35251	2007-19
169	YELLOW CHAIN SAW			05-35251	2007-19
170	PANASONIC VCR			05-35251	2007-19
171	PROPANE TANK			05-35251	2007-19
172	SCHWINN BIKE			05-35251	2007-19
173	EXIDE BATTERY CHARGER			05-35251	2007-19
174	NINTENDO SYS W/REMOTE			05-35251	2007-19
175	POLE CHAIN SAW			05-35251	2007-19
176	6-FISHING POLES			05-35251	2007-19
177	PRO TRON DVD PLAYER			05-35251	2007-19
178	ROCKFORD AIR TOOL SET			05-35251	2007-19
179	SHOP VACUUM			05-35251	2007-19
180	RED TOOL BOX W/TOOLS			05-35251	2007-19
182	GRAY COMPRESSOR	14906833		05-35251	2007-19
183	2- ORANGE EXT CORDS			05-35251	2007-19
184	DEEP FRYER			05-35251	2007-19
185	HOMELITE BLOWER			05-35251	2007-19
186	TORO BLOWER			05-35251	2007-19
187	SCHWINN STINGRAY BIKE			05-35251	2007-19
188	KEC VCR			05-35251	2007-19
189	CRAFTMAN DRILL W CASE			05-35251	2007-19
190	RALLY BATTERY JUMPER			05-35251	2007-19
191	DEWALT DRILL W /CASE			05-35251	2007-19
192	REMINGTON SHAVER			05-35251	2007-19
193	SPRAY GUN			05-35251	2007-19
194	CRAIG CD PLAYER			05-35251	2007-19
195	RCA PORTABLE CD PLAYER			05-35251	2007-19
196	CAR STEREO			05-35251	2007-19
197	RCA VCR			05-35251	2007-19
198	TOOL SET W /TOOL CASE			05-35251	2007-19
199	EMERSON TV 19" W CONTROL			05-35251	2007-19
200	BLK & DKR SANDER			05-35251	2007-19
201	AIR POWER SYSTEM			05-35251	2007-19
202	ELECTRIC CHAIN SAW			05-35251	2007-19
203	REMINGTON ELECTRIC CHAIN SAW			05-35251	2007-19
204	RED/GRAY SKILL SAW			05-35251	2007-19
205	ORION TV 19"			05-35251	2007-19
206	HAMPTON A/C WINDOW UNIT			05-35251	2007-19
207	GREEN NEXT BIKE			05-34275	2007-19
208	BLUE MONOGOOSE BIKE			05-34275	2007-19
209	CHROME MONOGOOSE BIKE			05-34275	2007-19
210	GRAY/YELLOW MONOGOOSE BIKE			05-34275	2007-19

211	RED SCHWINN BIKE		05-34340	2007-19
212	QUASAR 10 SPEED BIKE		05-33818	2007-19
213	BLUE WILSON GOLF/CLUB&DOLLY		05-18182	2007-19
214	2-TIRE IRON PRY BAR		0	2007-19
215	NORTHWESR TRI POD STAND		05-175950	2007-19
216	NORTHWESR TRI POD STAND		05-175950	2007-19
217	4-CEMENT TROWEL		05-195950	2007-19
218	SLEDGE HAMMER		05-15764	2007-19
219	GRAY SUIT CASE		03-18182	2007-19
220	KENWOOD EQUALIZER		03-18182	2007-19
221	KENWOOD AUDIO TIMER		03-18182	2007-19
222	MAROON CARRY BAG		03-18182	2007-19
223	IZON CAMERA		03-18182	2007-19
224	BLK/GRN/RED SUIT CASE		03-18182	2007-19
225	HARDNESS TESTER		03-18182	2007-19
226	CHRYSLER CAR STEREO		03-18182	2007-19
227	HP MONITOR		05-03970	2007-19
228	RCA 5 DISC CHANGER W SPKRS		05-35251	2007-19
229	PORTABLE CD STEREO	AUCTION #21 3513	0	2007-19
230	5150 COPIER LANMARK		05-36827	2007-19
231	TV RCA 13"	13352L0204	05-39870	2007-19
232	TV RCA 32"	D432KY5F2	05-39870	2007-19
233	TV SANYO	V9290244407530	05-39900	2007-19
234	GOLD CHAIN W/MEDALLION OF DOG	C-112-05-E	04-33966	2007-19
235	A/C UNIT		05-03970	2007-19
236	BUTANE TANK LARGE SILVER		05-03970	2007-19
237	LAWN MOWER TRACTOR		05-03970	2007-19
238	BIKE NEXT ALUMINUM SERIES	8595-29	05-26167	2007-19
239	BIKE FREE SPIRIT BLUE		05-26167	2007-19
240	BIKE HUFFY PURPLE ROCK IT		05-26167	2007-19
241	BIKE NEXT RED FLAT SPIN	12040	05-26167	2007-19
242	EMERSON AMPLIFIER		05-12192	2007-19
243	RCA RECEIVER		05-12192	2007-19
244	DIRECT TV HUGHES CABLE BOX		05-12192	2007-19
245	TOOLS DEWALT CASE W/TOOLS		05-12192	2007-19
246	RIDGID SHOP VACUUM		05-12192	2007-19
247	RYOBI CORDLESS DRILL		05-12192	2007-19
248	TOSHIBA 13" TV		05-16316	2007-19
249	RCA 5 DISC CHANGER		05-16316	2007-19
250	7 GAMES & 1 CONTROLS NINTENDO 64		05-12192	2007-19
251	2 DREAMCAST CONSOLE & 3 CONTROLLERS		05-12192	2007-19
252	12 VHS MOVIES		05-16316	2007-19

253	1 CASS. CAR ADAPTER & 1 CAR LIGHTER PLUG		05-12192	2007-19
254	1 PR TIMBERLAND BOOTS & 1 PR BRN BOOTS		05-16316	2007-19
255	PANASONIC IRON		05-16316	2007-19
256	BLK DECKER DUST BUSTER		05-16316	2007-19
257	SUMBEAM HAIR DRYER		05-16316	2007-19
258	NORELCO SHAVER		05-16316	2007-19
259	ZENITH WIRELESS ALARM		05-16316	2007-19
260	1 PR SHOES & 1 PR BLUE BOOTS		05-16316	2007-19
261	3 CD PLAYERS		05-12192	2007-19
262	7 SAMSUNG CAR SPEAKERS		05-12192	2007-19
263	SAMSUNG TV		05-12192	2007-19
264	MAKITA DRILL	1265773E	05-28265	2007-19
265	BLK DECKER DRILL	120 VOLTS	05-28265	2007-19
266	PIONEER CD RADIO		05-28265	2007-19
267	PIONEER CD RADIO	SHMP170799UC	05-28265	2007-19
268	52 CDS IN RED BLK CASE		05-28265	2007-19
269	CHROME WRENCH		05-28265	2007-19
270	CELL PHONE CHARGER & CORD		05-28265	2007-19
271	BUXTON BLUE HAND BAG		05-28265	2007-19
272	ORANGE JUMPER CABLES		05-28265	2007-19
273	SONY 5 DISC CHANGER W/2 SPKRS		05-16316	2007-19
274	6 REMOTE CONTROLS		05-16316	2007-19
275	BIKE YELLOW NEXT		06-05293	2007-19
276	BIKE GIRL ROADMASTER		06-06970	2007-19
277	BIKE 18 SPEED BLUE SUPERCYCLE	SC1800	06-05376	2007-19
278	BIKE 12 SPEED ELEVATION ROADMASTER		06-02667	2007-19
279	GOLF CLUBS W/BAG		06-05670	2007-19
280	GOLF CLUBS W/BAG		06-05670	2007-19
281	BIONACULARS	AUCTION # 26	0	2007-19
282	WAGNER SPRAY GUN	AUCTION #26 M080A	0	2007-19
283	BLK POWER DRILL		06-06927	2007-19
284	13" ORION TV	053210947362N	06-06927	2007-19
285	WAGNER SPRAY GUN		06-06927	2007-19
286	4 FORD ALUMINIUM RIMS		06-26927	2007-19
287	JVC CD CAR STEREO		06-06927	2007-19
288	2 VHS MOVIES		06-06927	2007-19
290	SOUND DESIGN CLOCK RADIO		06-06927	2007-19
291	EMERSON DVD VHS COMBO		06-06927	2007-19
292	SEGA GENESIS W/REMOTES & GAME		06-06927	2007-19
293	EASY EDGE WEED EATER		06-09004	2007-19
294	BIKE BLUE SHOWTIME		06-06927	2007-19
295	BIKE NEXT ULTRA SHOCK YELLOW		06-06927	2007-19

296	FLOOD LIGHT YELLOW		06-06927	2007-19
297	FLOOD LIGHT YELLOW		06-06927	2007-19
298	BIKE GREEN NEXT		06-06927	2007-19
299	BIKE CHROME VERTIGO GT		06-06927	2007-19
300	DIGITAL REVEL SPEAKERS		06-06927	2007-19
301	BOLT CUTTERS RED		05-15764	2007-19
302	COMPUTER SPEAKERS		05-15764	2007-19
303	SANSUI VCR		05-15764	2007-19
304	EXT CORD		05-15764	2007-19
305	OKIDATA PRINTER		05-15764	2007-19
306	ORION VCR		05-15764	2007-19
307	JVC VCR		05-15764	2007-19
308	SLEDGE HAMMER		0	2007-19
309	PORTABLE SEAT		05-15764	2007-19
310	13" ORION TV		05-15764	2007-19
311	POOL TABLE	2925	0	2007-19
312	2-PAIRS OF BOOTS		0	2007-19
313	AIR COMPRESSOR		05-36827	2007-19

EXHIBIT "A" Surplus Auction -Vehicles

Asset No.	Year	MAKE	Vehicle Description	VIN or Serial No.	Special Group N	AUCTION_
<u>District Attorney</u>						
DA11006	1994	UTIL	REEFERTRAILER	1UYVS248XRM229224	SEIZED	3/10/2007
DA11007	2004	PONTIAC	GRAND PRIX	2G2WP542341183908	SEIZED	3/10/2007
DA11008	1994	RAVENS	FLATBED SEMI TRAILER	1R1F04821RJ094158	SEIZED	3/10/2007
DA11009	1998	MERCURY	GRAND MARQUIUS	2MEFM74WXWX627920	SEIZED	3/10/2007
DA11010	1997	DODGE	RAM PICKUP	3B7HC13ZXVG704705	SEIZED	3/10/2007
DA11011	2000	KENWORTH	TRUCK TRACTOR	1XKWDB9X0YR842813	SEIZED	3/10/2007
DA11012	1995	UTIL	TRAILER	1UYVS2485SM446606	SEIZED	3/10/2007
DA11013	1996	PLYMOUTH	VOYAGER	*416539	SEIZED	3/10/2007
DA11014	1999	CHEVROLET	SILVERADO	*121316	SEIZED	3/10/2007
DA11015	1993	MITSUBISHI	GALANT	*015429	SEIZED	3/10/2007
DA11016	1985	FORD	F150 PICKUP	*A14856	SEIZED	3/10/2007
DA11017	1988	MERCURY	GRAND MARQUIUS	*686955	SEIZED	3/10/2007
DA11018	1993	CHEVROLET	CAVALIER	*276509	SEIZED	3/10/2007
DA11019	1984	FORD	Crown Victoria	*168522	SEIZED	3/10/2007
DA11020	1988	GMC	SIERRA PICKUP	*511744	SEIZED	3/10/2007
DA11021	1982	FORD	F150 PICKUP	*A88885	SEIZED	3/10/2007
DA11022	1984	FORD	F250 PICKUP	*A33325	SEIZED	3/10/2007
<u>Precinct #2</u>						
019617	6265	DEUTZ	DEUTZ ALLIS TRACTOR	77461177	COUNTY OWN	3/10/2007
030481	1988	CHEVROLET	DUMP TRUCK	1GBM7D1G3JV117693	COUNTY OWN	3/10/2007
012788	1981	allischal.	ALLIS CHALMER MODEL 175	7268	COUNTY OWN	3/10/2007
031019	1986	INTL	INT'L TRUCK	1HTLDTVR0GHA35293	COUNTY OWN	3/10/2007
<u>Precinct #4</u>						
019190	1966	LUFKIN	TRAILER	22642	COUNTY OWN	3/10/2007
020985	1989	JCB	BACKHOE	0X0X0X0X	COUNTY OWN	3/10/2007
030111	1980	FORD	PICKUP	N71HVHB1049	COUNTY OWN	3/10/2007
023257	202	30 YARD	ROLL OFF CONTAINER	98481/67976	COUNTY OWN	3/10/2007
021786	2000	GALLON	2000 GALLON WATER TANK	43381	COUNTY OWN	3/10/2007
<u>Task Force, H.I.D.T.A.</u>						
TF10996	1991	KENWORTH	TRUCK TRACTOR	1XKADB9X3MS555124	SEIZED	3/10/2007
TF10997	1996	UTILITY	TRAILER	1UYVS2533TP770415	SEIZED	3/10/2007
TF10998	1999	FORD	F-350 PICKP	1FDWF36F8XED28653	SEIZED	3/10/2007
TF11000	1999	FORD	CONTOUR CAR	1FAFP6536XK135337	SEIZED	3/10/2007
TF11023	1993	KENWORTH	TRACTOR	1XKAD89X8PJ581311	SEIZED	3/10/2007
TF11024	1987	UTILITY	REFRIGERATOR SEMI TRAILER	1UYVS2489HU669112	SEIZED	3/10/2007
TF11025	9550	JOHN DEERE	COMBINE 9550	H09550W685528	SEIZED	3/10/2007
TF11026	9650	JOHN DEERE	COMBINE 9650	H095605685521	SEIZED	3/10/2007

Consulting Services-Indigent Care Program/Liaison to/with Health Services Providers

CC REGULAR

Date: 02/27/2007
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. Approval to reject the sole response received in connection with Hidalgo County's Request for Proposals for: Consulting Services-Indigent Care Program/Liaison to/with Health Services Providers inasmuch as County did not take action to consider an award before the date specified in the RFP packet;

B. Requesting authority to advertise a Request for Proposals for: Consulting Services-Indigent Care Program/Liaison to/with Health Services Providers for Hidalgo County;

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: ACCT. #: Possibly 7-1100-444-00-240-001-0-339

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

BUDGETARY IMPACT: Funding source for this item is not specified and object number not created.

Attachments

Link: 2637
Confidential documents are indicated with a (c).

Form Routing/Status

Table with 5 columns: Route Seq, Inbox, Approved By, Date, Status. Contains routing history for 5 steps.

Form Started By: Marty Salazar Started On: 02/21/2007 04:20 PM

Final Approval Date:

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL/QUALIFICATIONS

**Consulting Services-Indigent Care Program/Liaison
to/with Health Services Providers**
Bid No: 06-321-10-11CGV

Hidalgo County is inviting request for proposals from interested and qualified firm(s) to provide for professional consulting service to assume coordination in support of the Health Services District and other health services providers. The County of Hidalgo is seeking to enter into a professional services contract(s) with a state-registered (Texas) consulting firm. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals with qualifications for the provision of "**Consulting Services-Indigent Health Care Program/Liaison to/with Other Health Services Providers**" as specified herein. Proposals will be accepted until **9:30 A.M., Wednesday, October 11, 2006. ANY RFP&Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP/Q NO.: 06-321-10-11CGV -"Consulting Services-Indigent Care Program/Liaison to/with Health Services Providers"**

Deliver Submittal to:

RFP&Q No: 06-321-10-11CGV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP&Q Number, Name and Acceptance Date.

The following outlines the Request For Proposal with Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

THIS DOCUMENT IS A REQUEST FOR PROPOSAL WITH QUALIFICATION (RFP/Q). IN ORDER TO BE CONSIDERED FOR AN AWARD, ALL SCOPE OF SERVICES AND REQUIREMENTS INDICATED IN THIS DOCUMENT MUST BE MET OR COMPLIED WITH. THESE SCOPE OF SERVICES AND REQUIREMENTS ARE TO BE CONSIDERED MANDATORY, ANY DEVIATIONS BY THE PROPOSER FROM THE CONTENTS OF THIS DOCUMENT MAY BE CAUSE FOR REJECTION OF THE PROPOSAL.

PROPOSALS SHALL include the RFP/Q and all additional documents submitted. The proposal shall be placed in a sealed envelope, signed by a person having the authority to bind the firm in a contract and shall be clearly marked on the outside as shown below. FASCIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, October 4, 2006, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 6, 2006. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFP&Q must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is: (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal/Qualifications (RFP&Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals/qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP&Q off.

SIGNING OF PROPOSAL/QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II RFP&Q REQUIREMENTS/QUALIFICATIONS

Request For Proposals and Qualifications: The required contents and limitations for the preparation of the RFP&Q are described in this section. Failure to provide the requested information or adhere to any

County limitations will result in disqualification of the submitted RFP&Q. A total of **one (1) original and seven (7) copies** of the RFP&Q shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP&Q are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm Qualifications: The County of Hidalgo is seeking to contract with a competent consulting firm(s), registered and licensed if applicable to Indigent Health Services and/or do business in the State of Texas, that has had experience in, but not limited to, the following:

Qualified proposers should demonstrate a high level of experience and active involvement with indigent care in the State of Texas. Respondents must demonstrate the management structure, organizational depth and resource, including depth of experience in operation, maintenance and support services of sizable, complex institutional facilities, as necessary to adequately fulfill the terms of the contract resulting from this RFP&Q to provide the following:

- Experience in working on programs funded by local, state and federal agencies concerning health care and the Indigent Health Care Program.
- Knowledge of the unique environment of the Rio Grande Valley;
- Provide list of prior experience in rendering administration services.
- Provide prior experience in working with and around indigent health care programs and health care districts in a regulatory or administrative level.
- Provide resumes of key personnel.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. The Project Manager's biography should include his/her experience, training and education as it relates to Indigent Health Care consulting projects and working with health care providers. Information regarding the firm's credentials, education and experience with Indigent Health Care projects is required and will be scored accordingly during the evaluation process.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HEALTH SERVICES DISTRICT, the STATE OF TEXAS, and HIDALGO COUNTY, etc.. The consulting services firm(s) should add copies of their Professional Liability Insurance.

PROJECT OVERVIEW:

The County of Hidalgo is seeking this request for proposal from interested and qualified firms to assume coordination in support of the Health Services District, the Indigent Health Care Program, and other health service providers. The successful firm(s) will serve as the Liaison between the County of Hidalgo and the Health Services District and required to provide support for the County Indigent Health Care Program. The County Indigent Health Care Program was established by the Texas Legislature in 1985. All Texas counties are to set aside tax dollars to provide medical assistance for their indigent population.

The qualified firm(s) is one that can deliver the services requested in an efficient and effective manner while ensuring the highest standards of performance, integrity, customer service and fiscal accountability. The County of Hidalgo wishes to contract with a firm(s) that understand the importance of the tasks and the impact they have on the lives of county residents including, but not limited to the delivery of the following services:

- Program management;
- Client services;
- Provider relations and monitoring;
- Performance monitoring, quality assurance and utilization management;
- Maximize efficiency in terms of time lines and accuracy;
- See more patients;
- Reduce operational costs and leverage more funds;
- Ensure successful operation of the Indigent Health Care Program;
- Provide and implement a process for continuous quality improvement;
- Reduce fraud, abuse and waste committed by providers and recipients of Medicaid services.

The successful firm(s) will demonstrate the ability to consistently provide these benefits to the County of Hidalgo and will be evaluated, in part, by the degree to which the firm(s) shows how it will achieve these benefits.

SCOPE OF SERVICES: Hidalgo County is requesting proposals from experienced consultants to provide all the consulting services required for Indigent Health Care Program/Liaison to/with Other Health Services Providers. The qualified consulting firm(s) will be responsible for managing the liaison function for the County of Hidalgo. Provides assistance to the County Judge, County Commissioners and departmental staff on all aspects of the Health Services District, including assessing the impact of proposed legislation on the County Indigent Health Care Program. Responsible for coordinating and facilitating the eventual implementation of health care reform that impact upon the County of Hidalgo. Serves as the County liaison with regional, state and federal officials on all health care matters. Responsible for reviewing all Indigent Health Care issues and preparing a monthly report. The consulting services contract will encompass all project-related Indigent Health Care services to the County of Hidalgo including, but not limited to, the following:

- Serve as a liaison between the County of Hidalgo and the Health Services District.
 - Makes health care inquiries on behalf of the County to regional, state and federal authorities,
 - Develops appropriate contacts with regional, state and federal authorities on behalf of the County.
- Provide effective and pro-active health care consulting support to the County Judge, County Commissioners and departmental staff.

- Responds to inquiries from County Judge and County Commissioners.
- Meets with department directors and selected staff on health care issues.
- Briefs County Judge and County Commissioners on pending Health Services District and other health service provider issues.
- Evaluate effectiveness of health plans vs. other methods of delivery of health care services.
 - The effectiveness of the provider model currently employed.
- Perform comparative analysis of different types of health care delivery systems.
 - Advantages and disadvantages of the payer model as compared to the County's provider health care system and should include the fiscal, medical and social effects of each.
- Provide audits, reviews and compilations in accordance with industry standards.
 - Billing Services Review.
 - Financial Modeling of Compensation systems for providers (i.e. physicians and hospitals).
 - Independent Audits.
 - Perform managed care payment audits.
- Perform comparative analysis of different types of health care delivery systems.
- Attend all Board Meetings of Health Services District.
- Inform Commissioners Court of major national and regional health care trends.
 - Evaluate reimbursement changes created by new laws and regulations.
 - Assist organizations in addressing and evaluating compliance with ever-changing regulations.
- Recommend appropriate plan design changes to effect cost-containment while maintaining quality health care.
 - Explore reimbursement alternatives while preparing technical reports.
 - Evaluate special designations and other payment exceptions.
- Provide concise, timely and effective special executive summary reports, as needed.
- Provide recommendations to the County Judge and Commissioners Court on how to revitalize the indigent health care program.
- Transition the Indigent Health Care Program to an effective health care provider model.
- Identify providers for delivery of service.
 - Prepare plan with options for service delivery.

TERM OF CONTRACT:

The contract will be for a period of one (1) year with the county's option to renew for an additional one (1) year. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP&Q shall be submitted according to the schedule below.

Rating and Evaluation Proposals

Proposals will be evaluated and rated for merit, innovation and completeness, in response to each of the elements outlined in the Scope of Services.

Special emphasis will be given to the following aspects:

1. Maximizing the efficiency of health care resource utilization.
2. Experience and staffing of team and familiarity in working with and around indigent health care programs.
3. Methodology
4. Overall understanding of the Project.
5. Cost

Proposal Ranking: An Evaluation Committee will evaluate all proposal received. After the RFP&Q's have been reviewed, the department will make a recommendation to the Hidalgo County Commissioners' Court for ranking.

Proposal Fee Response: All pricing information must be provided on cost/fee form attached.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFP&Qs.

Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFP&Qs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

RFP&Qs must be submitted by **no later than 9:30 a.m. on Wednesday, October 11, 2006.**

EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP&Q. RFP&Q submittal evaluation will be based on the criteria outlined in Exhibit B.

Hidalgo County

**Consulting Services-Indigent Care Program/Liaison
to/with Health Services Providers**

RFP/Q No: 06-321-10-11CGV

PROPOSAL PAGE

I. TASKS AND/OR SERVICES SHALL INCLUDE, BUT NOT LIMITED TO:

- Program Management;
- Client Services;
- Performance monitoring, quality assurance and utilization management;
- Maximize efficiency in terms of time lines and accuracy;
- Provider relations and monitoring;
- Reduce operational costs and leverage more funds;
- Ensure successful operation of the Indigent Health Care Program;
- See More Patients;
- Provide and implement a process for continuous quality improvement;
- Reduce fraud, abuse and waste committed by providers and recipients of Medicaid services;

II. Liaison Services:

- Serve as a liaison between the County of Hidalgo and the Health Services District;
- Makes health care inquiries on behalf of the County to regional, state and federal authorities;
- Develops appropriate contacts with regional, state and federal authorities on behalf of the County;
- Provide recommendations to the County Judge and Commissioner's Court on how to revitalize the indigent health care program.

PROPOSAL LUMP SUM FOR ALL SERVICES: _____

PROPOSER/FIRM NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL/QUALIFICATIONS

Consulting Services-Indigent Care Program/Liaison to/with Health Services Providers
RFP/Q: 06-321-10-11CGV

EVALUATION CRITERIA

RFP/Q Evaluation Criteria

The evaluation criteria will include, but not be limited to, the items listed below:

1. Maximizing the efficiency of health care resource utilization (20)

The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualification to perform the contract and maximizing the efficiency of health care resource utilization. The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Proposal and Qualifications (RFP&Q). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Experience and Staffing Team /Familiarity in working with and around Indigent Health Care programs. (20)

The provider shall designate experienced staff to completely and efficiently perform the work. The staffing team shall have worked or be familiar with indigent health care programs. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. Methodology (20)

The RFP/Q should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. Understanding of Project/Similar Projects (20)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

5. Cost (20)

Provide your proposed cost/fees for rendering all scope of services, requirements and terms and conditions as stated herein.

RFP/Q EVALUATION FORM

RFP/Q: 06-321-10-11CGV

<u>Selection Criteria</u>			<u>Score</u>
1. Maximizing the efficiency of health care resource utilization	20	=	()
2. Experience of Project Team Familiarity in working with and around Indigent Health Care Programs	20	=	()
3. Methodology	20	=	()
4. Understanding of Project/ Similar Projects	20	=	()
5. Cost	20	=	()
Total	100%	Score	_____

Provider: _____

Evaluator: _____ Date: _____

Comments: _____

AI-2644

22.A.14.

**GASB 34-Roadway Assessment Study Report-Supplemental #2 to Work Authorization 10
CC REGULAR**

Date: 02/27/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of final Hidalgo County GASB-34 Roadway Assessment Study Report from TEDSI Infrastructure Group with a reporting period through December 31, 2006 in Accordance with GASB-34 Criteria/Requirements and fulfills the scope of work of Supplemental #2.

BACKGROUND

CC 02/27/2007
AI#2680

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Purchase Order No. 571989

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 04:55 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 05:32 PM	APRV
3	Auditor's Office	Linda Fong	02/24/2007 09:23 AM	APRV
4	Court Administrator			NEW

Form Started By: Marty Salazar

Started On: 02/21/2007 04:51 PM

Final Approval Date:

**STANDING ITEM-JUVENILE JUSTICE CENTER
CC REGULAR**

Date: 02/27/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Approval of Request for Payment No. 19 in the amount of \$132,298.90 from Descon Construction, L.P., contracted vendor for "Juvenile Justice Center" and certified for payment by project architect, V-A Architecture; C-05-007-08-02

B. Approval of Request for Payment Invoice No. 6417 in the amount of \$5,000.0 from Quintanilla, Headley, & Associates, Inc., contracted vendor for "Juvenile Justice Center" and certified for payment by project architect, V-A Architecture. C-02-184-06-04

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-423-32-330-042-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 555421 Avail. Bal. \$422,318.00

FISCAL YEAR: 2007

ACCT. #: 7-1332-423-32-330-034-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Acct. Available Bal. \$6,248.85 for Invoice No. 6417

Attachments

Link: [Descon Construction](#)

Link: [Quintanilla Headley](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 04:46 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 05:13 PM	APRV
3	Dale Kennan	Dale Kennan	02/26/2007 09:39 AM	APRV
4	Auditor's Office	Linda Fong	02/26/2007 09:51 AM	APRV
5	Court Administrator			NEW

Form Started By: Rocio Villarreal

Started On: 02/21/2007 02:40 PM

Final Approval Date:

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 9 PAGES

TO OWNER: **COUNTY OF HIDALGO** PROJECT: **#C-05-007-08-02 Hidalgo** APPLICATION NO: **Nineteen (19)** Distribution to:
P. O. Box 1356 County Juvenile Justice Center PERIOD TO: **1/31/07** OWNER
Edinburg, Texas 78539 Edinburg, Texas **#C-05-007-08-02** PROJECT NOS.: ARCHITECT

FROM CONTRACTOR: **Descon Construction, L. P. VIA ARCHITECT: V-A Architecture** 2029 Industrial Drive
McAllen, Texas 78502 **McAllen, Texas 78504** CONTRACT DATE: CONTRACTOR
June 14, 2004 Purchase Order No. **555421**

CONTRACTOR'S APPLICATION FOR PAYMENT

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.

1. ORIGINAL CONTRACT SUM \$ **16,783,000.00**

2. Net change by Change Orders \$ **(377,849.78)**

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ **16,405,150.22** RECEIVED BY: *[Signature]* Date: **January 29, 2007**

4. TOTAL COMPLETED & STORED TO DATE \$ **15,989,151.00** SIGN OF: **Texas**

5. RETAINAGE: **GOODS/SPRICES RECEIVED BY**
 a. 5 % of Completed Work \$ **798,704.95** County of **Hidalgo**
 (Columns D + E on G703) and sworn to before
 b. 5 % of Stored Material \$ **752.60** *[Signature]* **29th** day of **January, 2007**

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ **799,457.55**

6. TOTAL EARNED LESS RETAINAGE \$ **15,189,693.45** My Commission expires: **March 16, 2008**

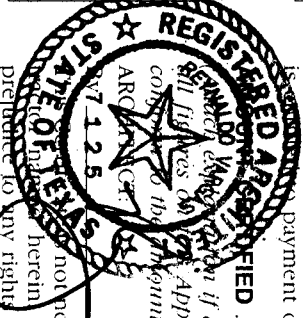
ARCHITECT'S CERTIFICATE FOR PAYMENT

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

8. CURRENT PAYMENT DUE \$ **132,298.90**

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ **1,215,456.77**

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	132,943.22	510,793.00
Total approved this Month	0	0
TOTALS	132,943.22	510,793.00
NET CHANGES by Change Order	377,849.78	



AMOUNT CERTIFIED \$ **132,298.90**
 If amount certified differs from the amount applied for, Initial
 Amount Applied for (Application and on the Continuation Sheet that are changed to
 conform to the amount certified.)
 Date: **2-9-07**

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when amendments are handwritten.



AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application NO: **Nineteen (19)**
 APPLICATION DATE: **29-Jan-07**
 PERIOD TO: **1-Jan-07**
31-Jan-07
 ARCHITECT'S PROJECT NO: **00-1001**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1	Insurance & Bonds	\$455,577	\$455,577	\$0	\$0	\$0	\$455,577.00	\$0.00	\$22,778.85
2	Project Start Up	\$32,857	\$32,857	\$0	\$0	\$0	\$32,857.00	\$0.00	\$1,642.85
3	Site Prep	\$14,684	\$14,684	\$0	\$0	\$0	\$14,684.00	\$0.00	\$734.20
4	Building Fill, Cut & Subgrade	\$276,762	\$276,762	\$0	\$0	\$0	\$276,762.00	\$0.00	\$13,838.10
5	Asphalt Paving - Subgrade	\$26,638	\$26,638	\$0	\$0	\$0	\$26,638.00	\$0.00	\$1,331.90
6	8" Caliche Base	\$86,253	\$86,253	\$0	\$0	\$0	\$86,253.00	\$0.00	\$4,312.65
7	4" Caliche Base	\$13,510	\$13,510	\$0	\$0	\$0	\$13,510.00	\$0.00	\$675.50
8	1 1/2" Hotmix	\$95,131	\$95,131	\$0	\$0	\$0	\$95,131.00	\$0.00	\$4,756.55
9	Lime Stabilization	\$60,884	\$60,884	\$0	\$0	\$0	\$60,884.00	\$0.00	\$3,044.20
10	Curb & Gutter	\$38,053	\$38,053	\$0	\$0	\$0	\$38,053.00	\$0.00	\$1,902.65
11	Valley Gutter	\$4,095	\$4,095	\$0	\$0	\$0	\$4,095.00	\$0.00	\$204.75
12	Construction Entrance	\$4,420	\$4,420	\$0	\$0	\$0	\$4,420.00	\$0.00	\$221.00
13	Detention Pond	\$21,530	\$21,530	\$0	\$0	\$0	\$21,530.00	\$0.00	\$1,076.50
14	Final Grading	\$4,250	\$4,250	\$0	\$0	\$0	\$4,250.00	\$0.00	\$212.50
15	Site Utilities (Water & Sewer)	\$443,000	\$443,000	\$0	\$0	\$0	\$443,000.00	\$0.00	\$22,150.00
16	Termite Control	\$19,023	\$19,023	\$0	\$0	\$0	\$19,023.00	\$0.00	\$951.15
17	Chain Link Fencing	\$345,000	\$74,900	\$30,886	\$0	\$0	\$105,786.00	\$239,214.00	\$5,289.30
18	Landscaping	\$25,550	\$0	\$0	\$0	\$0	\$0.00	\$25,550.00	\$0.00
19	Reinforcing Steel	\$238,712	\$238,712	\$0	\$0	\$0	\$238,712.00	\$0.00	\$11,935.60
20	Foundation	\$750,887	\$750,887	\$0	\$0	\$0	\$750,887.00	\$0.00	\$37,544.35

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Nineteen (19)**
 APPLICATION DATE: **29-Jan-07**
 PERIOD TO: **1-Jan-07**
31-Jan-07
 ARCHITECT'S PROJECT NO: **00-1001**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
21	Sidewalks & Misc. Concrete	\$160,866	\$160,866	\$0	\$0	\$0	\$160,866.00	100%	\$0.00	\$8,043.30
22	Masonry - Staging	\$154,245	\$154,245	\$0	\$0	\$0	\$154,245.00	100%	\$0.00	\$7,712.25
23	CMU - Materials	\$699,670	\$699,670	\$0	\$0	\$0	\$699,670.00	100%	\$0.00	\$34,983.50
24	CMU - Labor	\$1,211,637	\$1,211,637	\$0	\$0	\$0	\$1,211,637.00	100%	\$0.00	\$60,581.85
25	Brick - Material	\$432,728	\$432,728	\$0	\$0	\$0	\$432,728.00	100%	\$0.00	\$21,636.40
26	Brick - Labor	\$386,570	\$386,570	\$0	\$0	\$0	\$386,570.00	100%	\$0.00	\$19,328.50
27	Structural Shop Drawings	\$7,384	\$7,384	\$0	\$0	\$0	\$7,384.00	100%	\$0.00	\$369.20
28	Structural/Misc. Steel - Matl.	\$516,595	\$516,595	\$0	\$0	\$0	\$516,595.00	100%	\$0.00	\$25,829.75
29	Structural - Labor	\$109,590	\$109,590	\$0	\$0	\$0	\$109,590.00	100%	\$0.00	\$5,479.50
30	Joist - Material	\$309,772	\$309,772	\$0	\$0	\$0	\$309,772.00	100%	\$0.00	\$15,488.60
31	Joist - Labor	\$40,100	\$40,100	\$0	\$0	\$0	\$40,100.00	100%	\$0.00	\$2,005.00
32	Metal Deck - Material	\$131,838	\$131,838	\$0	\$0	\$0	\$131,838.00	100%	\$0.00	\$6,591.90
33	Metal Deck - Labor	\$41,678	\$41,678	\$0	\$0	\$0	\$41,678.00	100%	\$0.00	\$2,083.90
34	Roof Panels & Soffit - Matl.	\$186,980	\$186,980	\$0	\$0	\$0	\$186,980.00	100%	\$0.00	\$9,349.00
35	Roof Panels & Soffit - Labor	\$30,782	\$30,782	\$0	\$0	\$0	\$30,782.00	100%	\$0.00	\$1,539.10
36	Insulation - Material	\$9,906	\$9,906	\$0	\$0	\$0	\$9,906.00	100%	\$0.00	\$495.30
37	Insulation - Labor	\$2,475	\$2,475	\$0	\$0	\$0	\$2,475.00	100%	\$0.00	\$123.75
38	Expansion Joint Covers	\$16,920	\$16,920	\$0	\$0	\$0	\$16,920.00	100%	\$0.00	\$846.00
39	Rough Carpentry	\$186,544	\$186,544	\$0	\$0	\$0	\$186,544.00	100%	\$0.00	\$9,327.20
40	Millwork	\$220,620	\$220,620	\$0	\$0	\$0	\$220,620.00	100%	\$0.00	\$11,031.00

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Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Nineteen (19)**
 APPLICATION DATE: **29-Jan-07**
 PERIOD TO: **1-Jan-07**
31-Jan-07
 ARCHITECT'S PROJECT NO: **00-1001**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
41	Dampproofing	\$55,356	\$55,356	\$0	\$0	\$0	\$55,356.00	100%	\$0.00	\$2,767.80
42	Liquid Water Repellent	\$27,720	\$27,720	\$0	\$0	\$0	\$27,720.00	100%	\$0.00	\$1,386.00
43	Foam Insulation	\$29,830	\$29,830	\$0	\$0	\$0	\$29,830.00	100%	\$0.00	\$1,491.50
44	Spray on Fire Proofing	\$13,990	\$13,990	\$0	\$0	\$0	\$13,990.00	100%	\$0.00	\$699.50
45	Bitumen Roofing - Material	\$451,025	\$451,025	\$0	\$0	\$0	\$451,025.00	100%	\$0.00	\$22,551.25
46	Bitumen Roofing - Labor	\$157,991	\$157,991	\$0	\$0	\$0	\$157,991.00	100%	\$0.00	\$7,899.55
47	Sheet Metal - Material	\$22,700	\$22,700	\$0	\$0	\$0	\$22,700.00	100%	\$0.00	\$1,135.00
48	Sheet Metal - Labor	\$41,264	\$41,264	\$0	\$0	\$0	\$41,264.00	100%	\$0.00	\$2,063.20
49	Roof Warranty	\$14,750	\$14,750	\$0	\$0	\$0	\$14,750.00	100%	\$0.00	\$737.50
50	Caulking	\$61,440	\$61,440	\$0	\$0	\$0	\$61,440.00	100%	\$0.00	\$3,072.00
51	H/M Doors & Frames	\$56,535	\$56,535	\$0	\$0	\$0	\$56,535.00	100%	\$0.00	\$2,826.75
52	Wood Doors	\$24,488	\$24,488	\$0	\$0	\$0	\$24,488.00	100%	\$0.00	\$1,224.40
53	Rolling Doors	\$11,578	\$11,578	\$0	\$0	\$0	\$11,578.00	100%	\$0.00	\$578.90
54	Finish Hardware	\$65,896	\$65,896	\$0	\$0	\$0	\$65,896.00	100%	\$0.00	\$3,294.80
55	Glass & Glazing	\$20,224	\$20,224	\$0	\$0	\$0	\$20,224.00	100%	\$0.00	\$1,011.20
56	Lath & Plaster	\$100,550	\$100,550	\$0	\$0	\$0	\$100,550.00	100%	\$0.00	\$5,027.50
57	Drywall - Matl.	\$164,720	\$164,720	\$0	\$0	\$0	\$164,720.00	100%	\$0.00	\$8,236.00
58	Drywall - Labor	\$134,770	\$134,770	\$0	\$0	\$0	\$134,770.00	100%	\$0.00	\$6,738.50
59	Ceramic Tile	\$159,250	\$159,250	\$0	\$0	\$0	\$159,250.00	100%	\$0.00	\$7,962.50
60	Acoustical Ceiling - Material	\$93,696	\$90,196	\$3,500	\$0	\$0	\$93,696.00	100%	\$0.00	\$4,684.80

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Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT.

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Nineteen (19)**
 APPLICATION DATE: **29-Jan-07**
 PERIOD TO: **1-Jan-07**
31-Jan-07
 ARCHITECT'S PROJECT NO: **00-1001**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
61	Acoustical Ceiling - Labor	\$62,464	\$60,104	\$2,360	\$0	\$62,464.00	\$0.00	\$3,123.20
62	Acoustical Panels	\$23,310	\$23,310	\$0	\$0	\$23,310.00	\$0.00	\$1,165.50
63	Resilient Tile/Carpet	\$139,290	\$127,640	\$11,650	\$0	\$139,290.00	\$0.00	\$6,964.50
64	Seal Concrete Floors	\$21,320	\$13,549	\$7,771	\$0	\$21,320.00	\$0.00	\$1,066.00
65	Painting	\$334,220	\$288,287	\$20,557	\$0	\$308,844.00	\$25,376.00	\$15,442.20
66	Markerboards/Tackboards	\$4,161	\$4,161	\$0	\$0	\$4,161.00	\$0.00	\$208.05
67	Fire Extinguishers	\$4,150	\$4,150	\$0	\$0	\$4,150.00	\$0.00	\$207.50
68	Signage	\$27,206	\$27,206	\$0	\$0	\$27,206.00	\$0.00	\$1,360.30
69	Flag Pole	\$1,890	\$1,890	\$0	\$0	\$1,890.00	\$0.00	\$94.50
70	Accordian Partition	\$15,650	\$15,650	\$0	\$0	\$15,650.00	\$0.00	\$782.50
71	Toilet Accessories	\$44,734	\$44,734	\$0	\$0	\$44,734.00	\$0.00	\$2,236.70
72	Toilet Partitions	\$4,150	\$4,150	\$0	\$0	\$4,150.00	\$0.00	\$207.50
73	Athletic Equipment	\$17,156	\$17,156	\$0	\$0	\$17,156.00	\$0.00	\$857.80
74	Food Service Equipment	\$14,600	\$0	\$2,500	\$0	\$2,500.00	\$12,100.00	\$125.00
75	Operable Book Shaving	\$45,000	\$45,000	\$0	\$0	\$45,000.00	\$0.00	\$2,250.00
76	Detention Equipment - Insurance	\$15,750	\$15,750	\$0	\$0	\$15,750.00	\$0.00	\$787.50
77	Detention Equipment - Submittal	\$31,500	\$31,500	\$0	\$0	\$31,500.00	\$0.00	\$1,575.00
78	Secur. Electronic Submittals	\$21,000	\$21,000	\$0	\$0	\$21,000.00	\$0.00	\$1,050.00
79	Mobilization	\$52,500	\$52,500	\$0	\$0	\$52,500.00	\$0.00	\$2,625.00
80	Security H/M Doors - Matl.	\$423,200	\$423,200	\$0	\$0	\$423,200.00	\$0.00	\$21,160.00

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APPLICATION NO: **Nineteen (19)**
 APPLICATION DATE: **29-Jan-07**
 PERIOD TO: **1-Jan-07**
31-Jan-07
 ARCHITECT'S PROJECT NO: **00-1001**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
81	Security H/M Doors - Labor	\$26,450	\$26,450	\$0	\$0	\$0	\$26,450.00	100%	\$0.00	\$1,322.50
82	Security H/M Frames - Matl.	\$470,810	\$470,810	\$0	\$0	\$0	\$470,810.00	100%	\$0.00	\$23,540.50
83	Security Hardware - Matl.	\$370,300	\$370,300	\$0	\$0	\$0	\$370,300.00	100%	\$0.00	\$18,515.00
84	Security Hardware - Labor	\$21,160	\$21,160	\$0	\$0	\$0	\$21,160.00	100%	\$0.00	\$1,058.00
85	Security Glazing - Matl.	\$211,600	\$211,600	\$0	\$0	\$0	\$211,600.00	100%	\$0.00	\$10,580.00
86	Security Glazing - Labor	\$21,160	\$21,160	\$0	\$0	\$0	\$21,160.00	100%	\$0.00	\$1,058.00
87	Sec. Furn. Embeds - Matl.	\$17,054	\$17,054	\$0	\$0	\$0	\$17,054.00	100%	\$0.00	\$852.70
88	Security Furnishings - Matl.	\$31,740	\$31,740	\$0	\$0	\$0	\$31,740.00	100%	\$0.00	\$1,587.00
89	Security Furnishings - Labor	\$5,290	\$5,290	\$0	\$0	\$0	\$5,290.00	100%	\$0.00	\$264.50
90	Security Electronics - Matl.	\$603,060	\$559,438	\$37,180	\$0	\$6,442	\$603,060.00	100%	\$0.00	\$30,153.00
91	Security Electronics - Labor	\$42,320	\$38,750	\$1,638	\$0	\$0	\$40,388.00	95%	\$1,932.00	\$2,019.40
92	Misc. Security - Materials	\$33,856	\$33,856	\$0	\$0	\$0	\$33,856.00	100%	\$0.00	\$1,692.80
93	Plumbing - Permit/ Mobilization	\$9,540	\$9,540	\$0	\$0	\$0	\$9,540.00	100%	\$0.00	\$477.00
94	Fixtures - Material	\$352,885	\$349,564	\$0	\$0	\$3,321	\$352,885.00	100%	\$0.00	\$17,644.25
95	Fixture - Labor	\$86,945	\$82,976	\$0	\$0	\$0	\$82,976.00	95%	\$3,969.00	\$4,148.80
96	Sewer Underground - Matl.	\$49,100	\$49,100	\$0	\$0	\$0	\$49,100.00	100%	\$0.00	\$2,455.00
97	Sewer Underground - Labor	\$81,537	\$81,537	\$0	\$0	\$0	\$81,537.00	100%	\$0.00	\$4,076.85
98	Sewer Aboveground - Matl.	\$24,072	\$24,072	\$0	\$0	\$0	\$24,072.00	100%	\$0.00	\$1,203.60
99	Sewer Aboveground - Labor	\$40,695	\$40,695	\$0	\$0	\$0	\$40,695.00	100%	\$0.00	\$2,034.75
100	Roof Drain - Material	\$16,550	\$16,550	\$0	\$0	\$0	\$16,550.00	100%	\$0.00	\$827.50

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Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No: 1992-199
Application Date: 1-Jan-07
Period To: 31-Jan-07
Architect's Project No: 00-1001

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
101	Roof Drain - Labor	\$8,837	\$8,837	\$0	\$0	\$0	\$8,837.00	100%	\$0.00	\$441.85
102	Inside Water - Material	\$58,311	\$58,311	\$0	\$0	\$0	\$58,311.00	100%	\$0.00	\$2,915.55
103	Inside Water - Labor	\$89,916	\$89,916	\$0	\$0	\$0	\$89,916.00	100%	\$0.00	\$4,495.80
104	Condensate - Material	\$5,252	\$5,252	\$0	\$0	\$0	\$5,252.00	100%	\$0.00	\$262.60
105	Condensate - Labor	\$11,060	\$11,060	\$0	\$0	\$0	\$11,060.00	100%	\$0.00	\$553.00
106	Insulation	\$23,265	\$23,265	\$0	\$0	\$0	\$23,265.00	100%	\$0.00	\$1,163.25
107	Fire Sprinkler Engineering	\$12,131	\$12,131	\$0	\$0	\$0	\$12,131.00	100%	\$0.00	\$606.55
108	Fire Sprinkler Shop Labor	\$9,521	\$9,521	\$0	\$0	\$0	\$9,521.00	100%	\$0.00	\$476.05
109	Fire Sprinkler Chem. System	\$31,403	\$31,403	\$0	\$0	\$0	\$31,403.00	100%	\$0.00	\$1,570.15
110	Fire Sprinkler Underground	\$24,452	\$24,452	\$0	\$0	\$0	\$24,452.00	100%	\$0.00	\$1,222.60
111	Fire Sprinkler Inside Matl.	\$139,696	\$139,696	\$0	\$0	\$0	\$139,696.00	100%	\$0.00	\$6,984.80
112	Fire Sprinkler Inside Labor	\$44,487	\$44,487	\$0	\$0	\$0	\$44,487.00	100%	\$0.00	\$2,224.35
113	HVAC Mobilization	\$10,800	\$10,800	\$0	\$0	\$0	\$10,800.00	100%	\$0.00	\$540.00
114	HVAC Submittals	\$5,400	\$5,400	\$0	\$0	\$0	\$5,400.00	100%	\$0.00	\$270.00
115	HVAC Equipment - Materials	\$231,036	\$231,036	\$0	\$0	\$0	\$231,036.00	100%	\$0.00	\$11,551.80
116	HVAC Equipment - Labor	\$22,280	\$22,280	\$0	\$0	\$0	\$22,280.00	100%	\$0.00	\$1,114.00
117	Duct Heaters - Material	\$5,940	\$5,940	\$0	\$0	\$0	\$5,940.00	100%	\$0.00	\$297.00
118	Duct Heaters - Labor	\$1,288	\$1,288	\$0	\$0	\$0	\$1,288.00	100%	\$0.00	\$64.40
119	Controls	\$76,810	\$76,810	\$0	\$0	\$0	\$76,810.00	100%	\$0.00	\$3,840.50
120	Refrigerant Piping - Matl.	\$4,468	\$4,468	\$0	\$0	\$0	\$4,468.00	100%	\$0.00	\$223.40

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Continuation Sheet

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 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Nineteen (19)**
 APPLICATION DATE: **29-Jan-07**
 PERIOD TO: **1-Jan-07**
31-Jan-07
 ARCHITECT'S PROJECT NO: **00-1001**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
121	Refrigerant Piping - Labor	\$3,300.	\$3,300		\$0	\$0	\$3,300.00	\$0.00	\$165.00
122	Fans - Material	\$91,630	\$91,630		\$0	\$0	\$91,630.00	\$0.00	\$4,581.50
123	Fans - Labor	\$12,549	\$12,549		\$0	\$0	\$12,549.00	\$0.00	\$627.45
124	Ductwork - Material	\$258,875	\$258,875		\$0	\$0	\$258,875.00	\$0.00	\$12,943.75
125	Ductwork - Labor	\$150,316	\$150,316		\$0	\$0	\$150,316.00	\$0.00	\$7,515.80
126	Insulation - Material	\$46,368	\$46,368		\$0	\$0	\$46,368.00	\$0.00	\$2,318.40
127	Insulation - Labor	\$34,548	\$34,548		\$0	\$0	\$34,548.00	\$0.00	\$1,727.40
128	Air Devices - Material	\$108,010	\$108,010		\$0	\$0	\$108,010.00	\$0.00	\$5,400.50
129	Air Devices - Labor	\$45,367	\$45,367		\$0	\$0	\$45,367.00	\$0.00	\$2,268.35
130	Start Up	\$2,100	\$2,100		\$0	\$0	\$2,100.00	\$0.00	\$105.00
131	HVAC Test & Balance	\$40,530	\$0		\$0	\$0	\$0.00	\$40,530.00	\$0.00
132	Electrical Permits/Mobiliz.	\$14,907	\$14,907		\$0	\$0	\$14,907.00	\$0.00	\$745.35
133	Fixtures/Lamps - Material	\$394,752	\$390,805		\$3,156	\$791	\$394,752.00	\$0.00	\$19,737.60
134	Fixtures/Lamps - Labor	\$30,767	\$24,658		\$4,998	\$0	\$29,656.00	\$1,111.00	\$1,482.80
135	Panels/Gear - Material	\$141,043	\$141,043		\$0	\$0	\$141,043.00	\$0.00	\$7,052.15
136	Panels/Gear - Labor	\$31,366	\$31,366		\$0	\$0	\$31,366.00	\$0.00	\$1,568.30
137	Branch Conduit/Wire - Matl.	\$226,747	\$222,780		\$2,575	\$1,392	\$226,747.00	\$0.00	\$11,337.35
138	Branch Conduit/Wire - Labor	\$336,620	\$330,620		\$3,200	\$0	\$333,820.00	\$2,800.00	\$16,691.00
139	Feeder Conduit/Wire - Matl.	\$109,677	\$109,677		\$0	\$0	\$109,677.00	\$0.00	\$5,483.85
140	Feeder Conduit/Wire - Labor	\$48,946	\$48,946		\$0	\$0	\$48,946.00	\$0.00	\$2,447.30

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **Nineteen (19)**
 APPLICATION DATE: **29-Jan-07**
 PERIOD TO: **1-Jan-07**
31-Jan-07
 ARCHITECT'S PROJECT NO: **00-1001**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
141	Trim Out - Material	\$8,348	\$3,256	\$1,986	\$3,106	\$8,348.00	100%	\$0.00	\$417.40
142	Trim Out - Labor	\$14,259	\$4,988	\$3,691	\$0	\$8,679.00	61%	\$5,580.00	\$433.95
143	Generator	\$99,958	\$98,668	\$0	\$0	\$98,668.00	99%	\$1,290.00	\$4,933.40
144	Fire Alarm	\$124,850	\$123,050	\$0	\$0	\$123,050.00	99%	\$1,800.00	\$6,152.50
145	Temporary Power & Permits	\$15,950	\$15,950	\$0	\$0	\$15,950.00	100%	\$0.00	\$797.50
146	Betterment Allowance	\$100,000	\$98,673	\$0	\$0	\$98,673.00	99%	\$1,327.00	\$4,933.65
147	HVAC Allowance	\$12,000	\$12,000	\$0	\$0	\$12,000.00	100%	\$0.00	\$600.00
148	Plumbing Contingency	\$12,000	\$12,000	\$0	\$0	\$12,000.00	100%	\$0.00	\$600.00
149	Electrical Contingency	\$30,000	\$30,000	\$0	\$0	\$30,000.00	100%	\$0.00	\$1,500.00
150	Structural Contingency	\$30,000	\$9,874	\$0	\$0	\$9,874.00	33%	\$20,126.00	\$493.70
151	Lawn Sprinkler Allowance	\$50,000	\$30,000	\$0	\$0	\$30,000.00	60%	\$20,000.00	\$1,500.00
152	Change Order No. 1	(\$405,134)	(\$405,134)	\$0	\$0	(\$405,134.00)	100%	\$0.00	(\$20,256.70)
153	Change Order No. 2	(\$105,659)	(\$105,659)	\$0	\$0	(\$105,659.00)	100%	\$0.00	(\$5,282.95)
154	Change Order No. 3	\$132,943.22	\$70,271.00	\$49,378.00	\$0	\$119,649.00	90%	\$13,294.22	\$5,982.45
		\$16,405,150.22	\$15,785,773	\$188,326	\$15,052	\$15,989,151.00	97%	\$415,999.22	\$799,457.55

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02/09/2007 09:50 9563834288

HIDALGO CD. JUVENILE

PAGE 02/02

Quintanilla, Headley & Associates, Inc.

124 E. Stubbs Street
Edinburg, Texas 78539
PH: 956-381-6480

Invoice

DATE	INVOICE #
2/6/2007	6417

BILL TO
County of Hidalgo-Juvenile Justice Center 100 E. Cano Edinburg, Texas 78539

DESCRIPTION	AMOUNT
Engineering Fees for Juvenile Justice Center - Contract Amount \$92,000.00	5,000.00
Boundary Survey: \$ 2,000.00	
Topography Survey: \$ 8,000.00	
Subdivision Plat: \$ 5,000.00	
Letter of Map Revision to FEMA: \$ 8,000.00	
Engineering Services for the design of the Water Distribution System, Sanitary Sewer Collection System, Storm Sewer System, Roadway and Parking Lots: \$ 49,000.00	
Technical Specifications: \$ 8,500.00	
Construction Staking: \$ 5,000.00	
Professional Insurance (Errors and Omissions) \$ 6,500.00	
Amount Earned to Date: \$ 92,000.00	
Less Previous PaymentsL \$ 87,000.00	
Final Amount Due: \$ 5,000.00	
SALES TAX	0.00
REVIEWED AND APPROVED FOR PAYMENT	
Total	\$5,000.00

INVOICE RECEIVED BY: _____ ON _____
 GOODS/SERVICES RECEIVED BY: _____ ON _____

[Handwritten Signature]

REVIEWED AND APPROVED FOR PAYMENT

[Handwritten Signature]

02/09/2007 09:50

9563834280

HIDALGO CO. JUVENILE

PAGE 01/02

*Tommy Cruz
Fax 686-7916*

- Municipal Projects
- Subdivisions
- Surveys



Quintanilla, Headley and Associates, Inc.

Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Jack A. Headley, R.P.L.S.
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

February 7, 2007

Mr. Israel (Buddy) Silva
Juvenile Probation Department
1300 S. Hwy. 281
Edinburg, Texas 78539

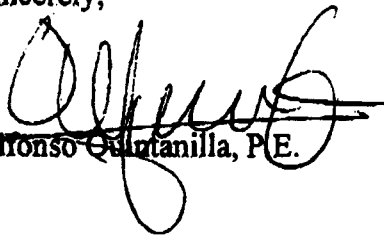
Re: Juvenile Justice Center Subdivision

Dear Mr. Silva;

Enclosed is our invoice in the amount of \$5,000.00 for the final engineering fees. We are also sending you a set of As-Built plans. Please process for payment.

Should you have any questions or require additional information, please do not hesitate to contact our office. Thank You.

Sincerely,


 Alfonso Quintanilla, P.E.

**Authority to Submit Affidavit in connection with Auctioned Vehicle
CC REGULAR**

Date: 02/27/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting approval for Purchasing Department applicable staff to provide "Affidavit(s)" in connection with ownership status of a County-owned vehicle (declared surplus for disposition and sold through auction on 4-30-05) as requested by an attorney attempting to clear and transfer title for new owner.

BACKGROUND

Affidavit form subject to legal review

Revenue & Expenditures

Attachments

Link: [2652](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 04:58 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 05:35 PM	APRV
3	Auditor's Office	Linda Fong	02/24/2007 10:01 AM	APRV
4	Court Administrator			NEW

Form Started By: Marty Salazar

Started On: 02/21/2007 05:30 PM

Final Approval Date:

AFFIDAVIT

**State of Texas
County of Hidalgo**

BEFORE ME, the undersigned Notary, _____, on this day ____ day _____ 2007, personally appeared _____, known to me to be a credible person and of lawful age, who being by me first duly sworn, on his/her oath, deposes and says;

To The Law Office of Everardo Abrego

On April 19, 2005, Hidalgo County Commissioners Court approved the transfer, from Hidalgo County Sheriff's Department to Surplus, of a 1991 Chevy Caprice with the VIN # 1G1BL53E1MR148365, for the purpose of disposition through auction.

On April 30, 2005, a 1991 Chevy Caprice with the VIN # 1G1BL53E1MR148365 was sold to A&V Motors. Attached is a copy of the Bill of Sale which reflects the aforementioned information to be true and correct.

Therefore, as of said date of April 30, 2005 the County of Hidalgo no longer owns a 1991 Chevy Caprice with the VIN # 1G1BL53E1MR148365.

Signature

Typed Name

100 E. Cano
Administration Bldg., 4th Floor
Edinburg TX 78539

Subscribed and sworn to before me, this ____ day of _____, 2007.

[Notary Seal:]

Signature of Notary

Typed name of Notary

NOTARY PUBLIC

My commission expires: _____, 20____.

15. Purchasing Department – Marty Salazar: (SEE EXHIBIT R)

NOTES: 1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR’S OFFICE.

2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED

- a) **The Purchasing Department does not participate in the acquisition or purchase of the good/services presented under this caption. The Purchasing Department merely facilitates the placement of such items since they deal with procurement related issues.**
- b) **Departments/Programs and Vendors are all advised that acquisition of goods and/or services must be done in accordance with applicable laws/statutes and Hidalgo County Purchasing Policies & Procedures.**

A. HIDALGO COUNTY –

Discussion and/or action, including, but not limited to the following items:

1. New Hidalgo County Jail:

Total inmate population:	<u>1146</u>	Other Information:	<u>8</u>
Physical Count:	<u>1135</u>	Males (in house)	<u>1049</u>
Out of County: La Villa	<u>0</u>	Females (in house)	<u>86</u>
Brook’s		Federal Prisoners	<u>14</u>
Adj. /Sentenced to TDC	<u>194</u>	Total Paper Ready TDC	<u>141</u>

2. Current inter-local(s) and/or contract(s) for the “Housing of Inmates”

3. New Adult Detention Facility and Law Enforcement Center Project:

- a) **Detention Facility Law Enforcement Center Design - Build Contract with including action regarding Landmark final & Application for payment, punch list and release of retainage;**

Nothing to report on items 2, & 3a.

4. Presentation for discussion, consideration, acceptance and approval of Claims/Invoices with authority for Auditor to issue payment for the items detailed in: “Exhibit A” attached hereto.

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

5. Requesting approval to surplus numerous vehicles as requested by Hidalgo County Sheriff’s Department, for the purpose of disposition through auction and as set forth under Texas Local Government Code, Section 263.152.(a)(1) as detailed on Exhibit “A” and attached hereto.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

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

“Exhibit A”

No: _____

Date: April 13, 2005 Meeting Date Request: April 19, 2005

Deadline for Action: A.S.A.P. Contact Person: Martha L. Salazar

Hidalgo County Purchasing Dept. for

Department: Hidalgo County Phone: (956) 318-2626 Fax: (956) 318-2629

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

15 A(5)

Caption:

- I. Requesting approval to surplus numerous vehicles as requested by Hidalgo County Sheriff's Department, for the purpose of disposition through auction and as set forth under Texas Local Government Code, Section 263.152. (a) (1) as detailed on Exhibit "A" and attached hereto.

Background:

See attached Exhibit "A" list.
Vehicles to be auctioned on April 30, 2005.

Budgetary Impact:

N/A

Please initial for approval: Funds available: Acct. # _____ as per _____

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 _____

EXHIBIT "A" Surplus Auction -Vehicles

Asset No.	Year	MAKE	Vehicle Description	VIN or Serial No.	Special Group N	AUCTION_
Swain's Department						
028845	1991	CHEVY	CAPRICE (BLUE)	1G1B153E7MR122109	COUNTY OWN	4/30/2005
030001	1991	CHEVY	CAPRICE	1G1B1535MR122982	COUNTY OWN	4/30/2005
028884	1991	CHEVY	CAPRICE	1G1B153E1MR148365	COUNTY OWN	4/30/2005
030149	1992	CHEVY	CAPRICE	1G1B153E4MR129553	COUNTY OWN	4/30/2005
030002	1992	CHEVY	CAPRICE	1G1BL53E0NR136760	COUNTY OWN	4/30/2005
030150	1992	CHEVY	CAPRICE	1G1BL53E4NR137362	COUNTY OWN	4/30/2005
030151	1992	CHEVY	CAPRICE	1G1BL53E0NR137388	COUNTY OWN	4/30/2005
030415	1991	CHEVY	CAPRICE	1G1BL53E9MR122953	COUNTY OWN	4/30/2005
032386	1992	CHEVY	CAPRICE	1G1BL53EXNR130254	COUNTY OWN	4/30/2005
031405	1992	CHEVY	CAPRICE	1G1BL53E8HR137297	COUNTY OWN	4/30/2005
030994	1993	CHEVY	CAPRICE	1J1BL53E5PR114711	COUNTY OWN	4/30/2005
032380	1993	CHEVY	CAPRICE	1G1BL53E0PR130556	COUNTY OWN	4/30/2005
032381	1993	CHEVY	CAPRICE	1G1BL53EXR130516	COUNTY OWN	4/30/2005
031403	1993	CHEVY	CAPRICE	1G1BL53E0PR130217	COUNTY OWN	4/30/2005
030996	1993	CHEVY	CAPRICE	1G1BL53E1PR120926	COUNTY OWN	4/30/2005
030995	1993	CHEVY	CAPRICE	1G1BL53E1PR120988	COUNTY OWN	4/30/2005

BILL OF SALE

THE STATE OF TEXAS) (

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HIDALGO) (

THAT IN THE CONSIDERATION OF \$ 650. - THAT RECEIPT WHEREOF IS
HEREBY ACKNOWLEDGED THE UNDERSIGNED:

Sheriffs Department

HIDALGO COUNTY _____

EDINBURG, TX

DOES HEREBY GRANT, SELL, TRANSFER AND DELIVER UNTO:

A&V Motors
(PURCHASER)

THE FOLLOWING PERSONAL PROPERTY IN HIDALGO COUNTY, TEXAS TO WIT:

1991 CHEVY CAPRICE
VIN#1G1BL53E1MR148365

TO HAVE AND TO HOLD AND SINGULAR, THE SAID PERSONAL PROPERTY FOREVER, AND THE SELLER HEREBY COVENANTS WITH THE PURCHASER THAT THE PURCHASER IS THE LAWFUL OWNER OF THE SAID PROPERTY; THAT SAID PERSONAL PROPERTY IS FREE AND CLEAR FROM ALL ENCUMBRANCES; THAT THE PURCHASER HAS GOOD RIGHT TO SELL THE SAME AFORESAID; THAT THE SELLER SELLS THE SAID PERSONAL PROPERTY AS IS WITH NO WARRANTY EXPRESSED OF IMPLIED, AND THAT SELLER WILL WARRANT AND DEFEND THE TITLE TO SAID PERSONAL PROPERTY AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER.

IN THE WITNESS WHEREOF, A&V Motors HAS SIGNED THIS

INSTRUMENT THIS 30th DAY OF April, 2005.

[Signature]

x A. Padroin

HONORABLE RAMON GARCIA
HIDALGO COUNTY JUDGE

Approved by Commissioners' Court
on 4-5-05

PURCHASER

WITNESS

WITNESS

APPLICATION FOR TEXAS CERTIFICATE OF TITLE
 → SHADED AREAS ARE TO BE COMPLETED BY THE SELLER ←
 → TYPE OR PRINT NEATLY IN INK ←

TAX OFFICE USE ONLY															
Tax Collector _____			County _____			Date _____			Transaction Number _____						
1. Vehicle Identification Number 1G1BL53E1MR148365				2. Year 1991		3. Make Chevy		4. Body Style							
5. Model Caprice		6. Odometer Reading 166,830		7. Empty Weight		8. Carrying Capacity (lbs.)		9. Tonnage							
10. Trailer Type <input type="checkbox"/> Semi <input type="checkbox"/> Full		11. Plate No.		12. Vehicle Unit No.		This space for VTR Use Only									
14. Applicant's/Owner's Name(s) A&V Motors											13. Applicant's/Additional Applicant's Social Security Numbers (See * below) or Federal Tax ID Number				
Address 2010 N. International Blvd. Hidalgo															
City, State, Zip Code Hidalgo, TX. 78557						County Name									
14a. Registrant's Name (Renewal Notice Recipient)						13. Statement of Fact for Non-Disclosure, VTR-171, Attached. <input type="checkbox"/>									
Address						County Name									
City, State, Zip Code						County Name									
14b. Vehicle Physical Location						City, State, Zip Code									

15. Previous Owner's Name Hidalgo County Sheriff's Department		15a. GDN - Dealer Use Only	
Address Edinburg, TX 78539			
City, State, Zip Code			

THIS MOTOR VEHICLE IS SUBJECT TO THE FOLLOWING FIRST LIEN

16. 1st Lien Date	1st Lienholder Name Address City, State, Zip Code	16a. Additional Lien(s)? <input type="checkbox"/> YES (If additional liens are to be recorded, attach Form VTR-267.)
-------------------	---	---

17. FOR CORRECTED TITLE. Change in Vehicle Description VIN No Change in Ownership Add Lien Remove Lien Odometer Brand Odometer Reading

CHECK REASON(S) Year Make Body Style Other

18. ODOMETER DISCLOSURE - FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I, **Ramon Garcia**, state that the odometer now reads **166830** (no tenths).

(Name of Seller/Agent)

THE MILEAGE SHOWN IS A - Actual Mileage N - Not Actual Mileage WARNING - ODOMETER DISCREPANCY X - Mileage Exceeds Mechanical Limits

** IF NO SELLER/AGENT, TITLE APPLICANT SHOULD CHECK ONE OF THE 3 BOXES ABOVE UNLESS NUMBER 6 INDICATES "EXEMPT."

MOTOR VEHICLE TAX STATEMENT

19. CHECK ONLY IF APPLICABLE

I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code, §152.046 (c)).

I am a Dealer or Lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.002 (c)).

20. DESCRIPTION OF VEHICLE TRADED IN (if any)	Year	Make	Vehicle Identification Number	20a. ADDITIONAL TRADE - INS? (Y/N)
---	------	------	-------------------------------	------------------------------------

21. SALES AND USE TAX COMPUTATION

<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) \$ _____	<input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____
(b) Less Trade - In Amount, Describe in Item 20 Above \$ _____	<input type="checkbox"/> \$5 Even Trade Tax
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, Describe in Item 20 Above \$ _____	<input type="checkbox"/> \$10 Gift Tax
(d) Taxable Amount (Item a. minus Item b./Item c.) \$ _____	<input type="checkbox"/> \$65 Rebuilt Salvage Fee
(e) 6.25% Tax on Taxable Amount (Multiply Item d. by .0625) \$ _____	<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs) _____
(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ _____	<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs) _____
(g) Tax Paid to _____ (STATE) \$ _____	<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because _____
(h) AMOUNT OF TAX AND PENALTY DUE (Item e. plus Item f. minus Item g.) \$ _____	<input type="checkbox"/> \$28 or \$33 APPLICATION FEE FOR CERTIFICATE OF TITLE (Contact your County Tax Assessor-Collector for the correct fee.)

I HEREBY CERTIFY THAT ALL STATEMENTS IN THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

22. **Ramon Garcia** (Signature of SELLER, DONOR, OR TRADER) **Ramon Garcia** (PRINTED NAME (Same as signature)) **4-22-05** (Date)

23. **A. Pedron** (Signature of PURCHASER, DONEE, OR TRADER) **Armando Pedron** (PRINTED NAME (Same as signature)) _____ (Date)

RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT (MARRIED PERSONS)

WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS APPLICATION FOR TITLE, SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF EITHER OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR.

NON-MARRIED PERSONS ARE REQUIRED TO EXECUTE A RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT FOR A MOTOR VEHICLE, FORM VTR-122.

_____	SIGNATURE	_____	Date
_____	SIGNATURE	_____	Date

WARNING: Transportation Code, §501.155, provides that falsifying information on title transfer documents is a third-degree felony offense punishable by not more than ten (10) years in prison or not more than one (1) year in a community correctional facility. In addition to imprisonment, a fine of up to \$10,000 may also be imposed.

* **NOTE:** Transportation Code, §501.0235, REQUIRES that the applicant's social security number be provided when applying for a certificate of title. If the applicant does not have a social security number, Form VTR-171, Statement of Fact for Non-disclosure of a Social Security Number, must accompany this application. This information is requested for owner identification purposes.

YOU MUST SHOW PROOF OF FINANCIAL RESPONSIBILITY WHEN YOU RENEW A VEHICLE REGISTRATION, DRIVER'S LICENSE, OR HAVE A VEHICLE INSPECTED

COUNTY OF HIDALGO
PO BOX 1356
EDINBURG,

TX 78540-1356

↓ DETACH HERE ↓

TEXAS CERTIFICATE OF TITLE

ORIGINAL

028884

VEHICLE IDENTIFICATION NUMBER
1G1BL53E1MR148365

YEAR MODEL
1991

MAKE OF VEHICLE
CHEV

BODY STYLE
4D

DOCUMENT NUMBER
29104834874093437

DATE TITLE ISSUED
06/27/95

MODEL
CAP

MFG. CAPACITY
IN TONS

WEIGHT
3900

LICENSE NUMBER
RVZ43H

ODOMETER READING
84745

TX DEPT OF PUBLIC SAFETY AUSTIN TX

OWNER

COUNTY OF HIDALGO
PO BOX 1356
EDINBURG, TX 78540-1356

REMARK(S)

ACTUAL MILEAGE
EXEMPT

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN
NONE

1ST LIENHOLDER

1ST LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT ACCORDING TO THE RECORDS OF THE TEXAS DEPARTMENT OF TRANSPORTATION, THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIEN(S), AS SHOWN. DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.



20177711

RVZ43H

TITLE No

LICENSE No.

**PHYSICAL DELIVERY OF TEXAS
CERTIFICATE OF TITLE
TO A MOTOR VEHICLE**

TITLE NUMBER: 20177711

LICENSE NUMBER: RVZ43H

DESCRIPTION: TAG NUMBER: 028884

MAKE OF VEHICLE: CHEVY

YEAR MODEL: 1991 BODY STYLE: _____

VIN NUMBER: 1G1BL53E1MR148365

RELEASED BY: [Signature]

DATE: 4/13/05

HIDALGO COUNTY AUDITOR'S, FIXED ASSETS SECTION

ON THIS THE 13 DAY OF April 2005, I VERIFIED AND ACCEPTED THE ABOVE DESCRIBED VEHICLE TITLE FROM THE HIDALGO COUNTY AUDITOR'S OFFICE. THE DELIVERY OF SAID TITLE DESCRIBED HEREON TO THE ~~PURCHASING~~ DEPARTMENT IS MADE IN ORDER TO FACILITATE THE SALE, TRADE-IN OR OTHER (DISPOSITION OF ABOVE DESCRIBED VEHICLE.

RECEIVED BY: [Signature]

DO NOT WRITE BELOW THIS LINE

ON THE _____ DAY OF _____, THE ABOVE DESCRIBED VEHICLE WAS:

- 1.- SOLD AT PUBLIC AUCTION BY: _____ / AUCTIONEER.
- 2.- USED AS TRADE-IN AND RELEASED TO: _____ / DEALERSHIP IN _____, TEXAS.
- 3.- OTHER METHOD OF DISPOSITION: _____

COUNTY AUDITOR/FIXED ASSETS: _____



**GDA AUCTION CO.
OF TEXAS**

VEHICLE PURCHASE INVOICE

UNIT AUCTIONED BY GDA AUCTION CO OF TEXAS

LIC 00012948

VPI FORM

INV # 30 0240

FOR Madeline Powell

DATE OF ARRIVAL 1-11-05 METHOD OF TRANS Directly WRECKER CALLED IN BY HC CLERK GR

YEAR 1991 MAKE Chrysler MODEL Tempra COLOR Blue

VIN 1B1BA53E7AC MILEAGE 144,330 LAST 6 7330

COMMENTS _____

ITEM # _____ RUN # 40 BIDDER # #308

AUCTION/LOCATION 3116 Ash Ave. McAllen, TX 78501

TITLE # 29104834814093437 STATE Texas

SALE AMOUNT \$ _____

EXPENSE REIMBURSEMENT AMOUNT \$ _____

ER FORM INVOICE # 0165

AI-2676
REQ'S
CC REGULAR

22.A.17.

Date: 02/27/2007
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Item

CAPTION

Requesting authority to purchase computer equipment and peripherals from state awarded vendors through our participation with TBPC or Cooperativve Purchasing Programs for the following:

REQ.	DEPARTMENT	VENDOR	AMOUNT	ACCOUNT NUMBER
104271	I.T. for Justice Crt Tech	DELL	\$2,046.28	7-1242-412-00-060-001-0-745
105303	I.T.	DELL	\$2,010.96	7-1100-415-00-200-002-0-745

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1242-412-00-060-001-0-745

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-745

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Attachments

Link: [Reg. Requisitions](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 10:43 PM	APRV
2	Dale Kennan	Dale Kennan	02/23/2007 10:23 AM	APRV
3	Purchasing Department	Marty Salazar	02/23/2007 02:00 PM	APRV
4	Auditor's Office	Janie Lozano	02/23/2007 02:59 PM	APRV
5	Janie Lozano	Janie Lozano	02/23/2007 03:56 PM	APRV
6	Linda Fong	Linda Fong	02/24/2007 08:23 AM	APRV
7	Court Administrator			NEW

Form Started By: Priscilla Torres

Started On: 02/22/2007 04:47 PM

Final Approval Date:

Requisition

Req # 00104271

PO #

Date: 01/30/07

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: **Griselda**
956-292-7010

Contract No:

Special Instructions:

DO NOT DUPLICATE ORDER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	EACH	AS PER STATE OF TEXAS CONTRACT #991357- JP PALACIOS- QUOTE#343467720 OPTIPLEX 745 ULTRA SMALL FORM FACTOR, PENTIUM D 925/3.00GHZ 2X2M,800FSB (222-5927)	1,023.14	2,046.28
		Account No _____	<u>Encumbrance</u>	
		7-1242-412-00-060-001-0-745	2,046.28	
			Freight	.00
			Total	2,046.28
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR

Authorized By: _____

Requisition

Req # 00105303

PO #

Date: 02/14/07

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: EDNA
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	AS PER STATE OF TEXAS APPROVAL CONTRACT NO:9913578, EXPIRES ON 12/31/07 COUNTY JUDGES OFFICE QUOTE NO: 348223836 LATITUDE D420, INTEL CORE SOLOU1300, 1.06GHz, ULV, 533Mhz 2M L2 CACHE <u>Account No</u> 7-1100-415-00-200-002-0-745	2,010.96 <u>Encumbrance</u> 2,010.96 Freight Total	2,010.96 2,010.96 .00 2,010.96

DIR

Authorized By: _____

AI-2619

22.A.18.

Approval to Execute Document for Lexis Nexis
CC REGULAR

Date: 02/27/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Agenda Item

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with Online Research Services for Hidalgo County with Lexis Nexis.
B. Requesting approval of agreement(s) if applicable for "Online Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s): District Attorney

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-412-00-080-002-0-342
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Req. 00102940 will be corrected from object 534 to object 342 (AI-2686)

FISCAL YEAR: 2007 **ACCT. #:** 7-1222-412-00-080-005-0-342
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Req. 00103012

Attachments

Link: [Lexis Nexis](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 04:55 PM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 05:13 PM	APRV
3	Dale Kennan	Dale Kennan	02/23/2007 11:40 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 10:06 AM	APRV
5	Court Administrator			NEW

Form Started By: Rocio Villarreal **Started On:** 02/21/2007 03:11 PM
Final Approval Date:



SLG

**SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT**
"Subscriber": Hidalgo County District Attorneys

"LN": LexisNexis, a division of Reed Elsevier Inc.

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

1. TERM

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

2. AUTHORIZED USERS

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

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
123DSK	Edinburg, TX

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are ___ judges and attorneys, and ___ government professionals for a total of ___ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

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

5. PREFERRED PRICING MATERIALS AND CHARGES

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

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S
(a) Law Enforcement Solutions Page	WSPR04	
(b)		
(c)		
(d)		
(e)		

See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	03/01/2007 to 02/29/2008	\$ 299
Beginning	_____ to _____	\$ _____
Beginning	_____ to _____	\$ _____
Beginning	_____ to _____	\$ _____
Beginning	_____ to _____	\$ _____

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

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

6. ADDITIONAL CHARGES

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

Subscriber elects access to the Alternate Pricing Materials

(initials)

7. CLOSED OFFER

The offer of LN contained herein is valid until February 28, 2007. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

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

9. MISCELLANEOUS

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

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

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

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

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

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

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY DISTRICT ATTORNEY

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

**LexisNexis**

SLG

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

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

1. TERM

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2. AUTHORIZED USERS

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

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
1188F0	Edinburg, TX

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are ____ judges and attorneys, and ____ government professionals for a total of ____ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

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

5. PREFERRED PRICING MATERIALS AND CHARGES

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

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S
(a) Pure Lexis	SBTNL0	Full
(b) News Large Group File	WS0625	
(c)		
(d)		
(e)		

See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	09/01/2006 to 08/31/2007		\$ 312
Beginning	_____ to _____		\$ _____
Beginning	_____ to _____		\$ _____
Beginning	_____ to _____		\$ _____
Beginning	_____ to _____		\$ _____

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

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

6. ADDITIONAL CHARGES

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

(initial) Subscriber elects access to the Alternate Pricing Materials

7. CLOSED OFFER

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

8. CONFIDENTIAL INFORMATION

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

9. MISCELLANEOUS

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

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

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

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

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

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

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY DA'S OFFICE

SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products
CC REGULAR

Date: 02/27/2007
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for consideration, discussion and action (if applicable) to award to the sole bidder meeting all specifications and requirements with the approval of contract (subject to legal review) for "Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products". RFB No. 2007-22-02-07-otm

BACKGROUND

Letter of Recommendation from user department(s)

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 1204-431-00-124-007-0-683
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 1100-432-00-124-001-0-683
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 1203-431-00-123-005-0-683
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 1100-432-00-123-001-0-683
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 1100-432-00-121-001-0-683
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 1201-431-00-121-001-0-683
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 1211-452-00-121-013-0-683
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 1100-421-00-280-001-0-683
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007 **ACCT. #:** 1202-431-00-122-006-0-683
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:

ACCT. #: 1200-431-00-122-004-0-683
MATCHING FUNDS Y/N?:

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:

ACCT. #: 1212-452-00-172-008-0-683
MATCHING FUNDS Y/N?:

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:

ACCT. #: 1100-432-00-122-001-0-683
MATCHING FUNDS Y/N?:

Attachments

Link: [lubricants backup](#)

Link: [bid tab sheet](#)

Link: [2007 Exp Rpt-Obj 683](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2007 04:06 PM	APRV
2	Budget & Management	Dina Trevino	02/21/2007 11:11 PM	APRV
3	Dale Kennan	Dale Kennan	02/22/2007 09:17 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 10:07 AM	APRV
5	Court Administrator			NEW

Form Started By: Olga Montero

Started On: 02/20/2007 09:33 AM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
Fax: 956-973-7804

ATTN: Noe Montez/ Raul Lozano

FROM: Olga Montero, Buyer *OM*
Hidalgo County Purchasing Department

DATE: February 12, 2007

RE: **BID - "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"**

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Tabulation Sheet and sole bid submitted for the referenced bid project.

Please submit your recommendation no later than Wednesday, February 14, 2007, by 3:00 P.M. in order to place on the next Commissioner's Court Meeting Tuesday, February 20, 2007 for award of bid.

Please include the account number(s) for the above mentioned product:

Acct: # 7-1100-432-00-121-001-0-683 Acct: # 7-1201-431-00-121-001-0-683
7-1211-452-00-121-013-0-683

Award to Vendor(s): OIL PATCH FUEL + SUPPLY

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626.

Thank you for your attention and cooperation to this matter.

Encl.

xc: file



PURCHASING DEPARTMENT
County Of Hidalgo
MEMORANDUM

TO: Commissioner Joe Flores
Hidalgo County Precinct No. 3

Fax: 205-7009

ATTN:

Norma Geballos

FROM: Olga T. Montero, Buyer *OM*
Hidalgo County Purchasing Department

DATE: February 12, 2007

RE:

BID - "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Tabulation Sheet and sole bid submitted for the referenced bid project.

Please submit your recommendation no later than Wednesday, February 14, 2007, by 3:00 P.M. in order to place on the next Commissioner's Court Meeting Tuesday, February 20, 2007 for award of bid.

Please include the account number(s) for the above mentioned product:

Acct:# 7-1203-431-10-123-015-0-683

Acct:# 7-1100-432-00-123-041-0-683

Award to Vendor(s): Oil Patch Fuel and Supply Inc

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626.

Thank you for your attention and cooperation to this matter.

Encl.

xc: file



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Oscar Garza, Jr.
Hidalgo County Precinct No. 4

ATTN: ~~M. Munoz Gloria Beltran~~

Fax: 956-381-5905

FROM: Olga Montero, Buyer *OM*
Hidalgo County Purchasing Department

DATE: February 12, 2007

RE:
BID - "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Tabulation Sheet and sole bid submitted for the referenced bid project.

Please submit your recommendation no later than Wednesday, February 14, 2007, by 3:00 P.M. in order to place on the next Commissioner's Court Meeting Tuesday, February 20, 2007 for award of bid.

Please include the account number(s) for the above mentioned product:

Acct:# 7-1204-431-00-124-007-0-683 Acct:# 7-1100-432-00-124-001-0-683

Award to Vendor(s): Oil Patch Fuel + Supply Inc.

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626.

Thank you for your attention and cooperation to this matter.

Encl.

xc: file



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Guadalupe "Lupe" Treviño
Anacleto Martinez, Chief Deputy
Hidalgo County Sheriff's Department

Fax: 956-393-6179

FROM: Olga Montero, Buyer *OM*
Hidalgo County Purchasing Department

DATE: February 12, 2007

RE: **BID - "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"**

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Tabulation Sheet and sole bid submitted for the referenced bid project.

Please submit your recommendation no later than Wednesday, February 14, 2007, by 3:00 P.M. in order to place on the next Commissioner's Court Meeting Tuesday, February 20, 2007 for award of bid.

Please include the account number(s) for the above mentioned product:

Acct: # 7-1100-42100-280-001-0-683 Acct: # _____

Award to Vendor(s): Orl Patch Fuel And Supply Inc, Sole Bidder

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626.

Thank you for your attention and cooperation to this matter.

Encl.

xc: file

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY


BID OPENING DATE: FEBRUARY 07, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"

BID NO: 2007-22-02-07-otm

BUYER: OLGA T. MONTERO

BID # RFB#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT		
#1	OIL PATCH FUEL AND SUPPLY, INC. 4004 N. CAGE BLVD. PHARR TEXAS 78577			
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of **February 27, 2007**, by and between, **Oil Patch Fuel and Supply Inc.**, a Texas Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"**- [commodity], as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **Six (6) months** with Hidalgo County's sole discretion to extend the contract for an additional **Six (6) months** and contingent upon cost to remain unchanged.

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"** in an area of Hidalgo County projects for a period of **six (6) months** from the effective date of this Agreement, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **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.

b. **No Waiver.** No waiver by Buyer 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.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any 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 Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **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:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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.

f. **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.

g. **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.

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

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

j. **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.

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer 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 Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

5. **Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- d. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- e. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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

HIDALGO COUNTY

By: _____
Juan De Dios Salinas, III, County Judge

ATTEST:

Arturo Guajardo County Clerk

By: _____
Printed Name: _____
Title: _____

Approved by Commissioners' Court on _____
APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
By: _____

DRAFT

EXHIBIT "A"
SPECIFICATIONS

DRAFT

EXHIBIT "B"

PAYMENT SCHEDULE

DRAFT

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2007-22-02-07-otm

ACKNOWLEDGMENT FORM **COPY**

COMPANY NAME:

Oil Patch Fuel AND Supply Inc.

ADDRESS

4004 N. CAGE BLVD

CITY/STATE/ZIP:

PHARR, TX. 78577

AUTHORIZED
SIGNATURE

David A. Lorenz

AUTHORIZED
SIGNATURE PRINT:

DAVID A. LORENZ

TITLE:

BRANCH MANAGER

TELEPHONE NUMBER:

(956) 781-9047

FAX NUMBER:

(956) 781-9847

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2007-22-02-07-otm

ACKNOWLEDGMENT FORM

NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Items Check List:

- | | <u>Yes</u> | <u>No</u> |
|---|-------------------------------------|--------------------------|
| 1. Used County Forms | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Bid Price firm ninety (90) days after bid opening with board action. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Acknowledgment Form shows full name and address of Bidder. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Acknowledgment Form signed by authorized representative. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

5. Bid prices are to remain for a period of: (Whichever option bidder selects)

OPTION I: Six Months (6) with Hidalgo County's sole discretion to extend the contract for an additional Six (6) Months and contingent upon cost to remain unchanged. YES NO

OPTION II: One (1) Year with Hidalgo County's sole discretion to continue this bid for an additional Sixty (60) Day Grace Period at the end of the contract term for unforeseen delay in award of new bid. YES NO

6. Literature submitted is the most current reflecting item(s) being bid.

—

7. Bidder shall deliver fuel requested within 24 hours after request by County.

—

8. I/We understand Hidalgo County reserves the right to increase or decrease quantity(s) up to 25% of item(s) awarded at bid price for the length of the contract as approved by County Commissioners.

—

9. I/We have read and understand:

I. General Instructions to Bidders.

—

II. Instructions to Bidders.

—

III. Bid Award. Items

—

IV. Delivery Instructions.

—

V. Billing and Payment Instructions.

—

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
 2007-22-02-07-otm

SPECIFICATIONS & BID PAGE

I Diesel Engine Lubricants

Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
 CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart	<u>Penula Premium</u>	<u>54269</u>	<u>\$ per case</u>
Gallon	<u>QUAKER STATE</u>	<u>30760</u>	<u>\$ 40.26 per case</u>
5 Gallon	<u>QUAKER STATE</u>	<u>30719</u>	<u>\$ 36.39 per 5 gal bucket</u>
55 Gallon	<u>QUAKER STATE</u>	<u>30719</u>	<u>\$ 368.14 per Drum</u>
Bulk	<u>QUAKER STATE</u>	<u>30719</u>	<u>\$ 5.00 per gallon</u>

1B **SAE 10W** meeting the following specifications:
 CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Gallon	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
5 Gallon	<u>Rotella T100</u>	<u>54101</u>	<u>\$ 43.59 per 5 gal pail</u>
55 Gallon	<u>Rotella T100</u>	<u>54101</u>	<u>\$ 425.40 per 55 gal D</u>
Bulk	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

1C **SAE 30W** meeting the following specifications:
 CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Gallon	<u>Rotella T30</u>	<u>54103</u>	<u>\$ 59.36 per case</u>
5 Gallon	<u>Rotella T30</u>	<u>54103</u>	<u>\$ 39.12 per 5 gal bucket</u>
55 Gallon	<u>Rotella T30</u>	<u>54103</u>	<u>\$ 387.95 per 55 gal Drum</u>
Bulk	<u>Rotella T30</u>	<u>54103</u>	<u>\$ 5.79 per gallon</u>

1D **SAE 40W** meeting the following specifications:
 CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Gallon	<u>Rotella T40</u>	<u>54104</u>	<u>\$ 49.33 per case</u>
5 Gallon	<u>Rotella T40</u>	<u>54104</u>	<u>\$ 39.12 per 5 gal bucket</u>
55 Gallon	<u>Rotella T40</u>	<u>54104</u>	<u>\$ 387.95 per Drum</u>
Bulk	<u>Rotella T40</u>	<u>54104</u>	<u>\$ 5.79 per gallon</u>

SPECIFICATIONS & BID PAGE (CON'T)

2 Gasoline Engine Lubricants
 Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
 meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

	Brand	Product No.	Price Per Unit
Quart	Formula Shell 5w/30	50200	\$22.28 per case
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	Formula Shell 5w-30	50200	\$320.00 per Drum
Bulk	N/A	N/A	N/A

2B SAE10W-30

	Brand	Product No.	Price Per Unit
Quart	Formula Shell 10/30	50203	\$22.48 per case
Gallon	N/A	N/A	N/A
5 Gallon	Formula Shell 10/30	50203	\$32.69 per bucket
55 Gallon	Formula Shell 10/30	50203	\$322.92 per 55gal
Bulk	Formula Shell 10/30	50203	\$5.09 per gallon

2C SAE5W-20

	Brand	Product No.	Price Per Unit
Quart	Formula Shell -20	50201	\$23.00 per case 12/1
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	Formula Shell -20	50201	\$301.84 per 55gal D
Bulk	Formula Shell -20	50201	\$5.18 per gallon

2D SAE30

	Brand	Product No.	Price Per Unit
Quart	Texura SA 30WT	2112	\$22.50 per case
Gallon	Texura SA 30WT	2112	\$39.52 per case
5 Gallon	Texura SA 30WT	2112	\$33.92 per 5gal b
55 Gallon	Texura SA 30WT	2112	\$333.53 per 55gal D
Bulk	N/A	N/A	N/A

SPECIFICATIONS & BID PAGE (CON'T)

2E SAE40

	Brand	Product No.	Price Per Unit
Quart	Tex URSA SP 40W	2113	\$ 19.04 per case
Gallon	Tex URSA	2113	\$ 39.00 per case
5 Gallon	Tex URSA	2113	\$ 35.00 per 5 gal Jacket
55 Gallon	Tex URSA	2113	\$ 355.97 per 55 gal
Bulk	Tex URSA	N/A	N/A

3 Automatic Transmission Lubricants

Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A Mercon/Dexron III ATF meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart	F/S ATF MER/DEX	53010	\$ 20.89 per case
Gallon	F/S ATF MER/DEX	53010	\$ 35.54 per case
5 Gallon	F/S ATF MER/DEX	53010	\$ 34.59 per 5 gal bu
55 Gallon	F/S ATF MER/DEX	53010	\$ 315.37 per 55 gal D

3B Type F ATF meeting For 1 M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart	FS ATF Type F	53026	\$ 22.32 per case 12/1
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A

3C Mercon 5 - Transmission Fluid

	Brand	Product No.	Price Per Unit
12 / 1 Qt.	Foam Shell ATFV	53178	\$ 28.91 per case 12/1
16 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A

4 Tractor Hydraulic Fluids

Made available in the following sizes: 5 Gallon, 55 Gallon

Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon	DONAX TDSPEC	53175	\$ 35.50 per 5 gal P
55 Gallon	DONAX TDSPEC	53175	\$ 335.00 per 55 gal D

SPECIFICATIONS & BID PAGE (CON'T)

- 5 Differential/ Final Drive Gear Lubricants
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail	N/A	N/A	N/A
120 Lb Keg	N/A	N/A	N/A
400 Lb Drum	N/A	N/A	N/A

- 5A SAE 80W-90 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Shell SPIRAX 80/90	59210	\$44.27 per 5 gal P
120 Lb Keg	SPIRAX 80/90	59210	\$112.16 per 120# K
400 Lb Drum	SPIRAX 80/90	59210	\$420.99 per 400# D

- 5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Shell SPIRAX 85/140	59212	\$35.94 per 5 gal Pail
120 Lb Keg	SPIRAX 85/140	59212	\$120.00 per 120# Keg
400 Lb Drum	SPIRAX 85/140	59212	\$352.22 per 400# Drum

- 5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	Shell SPIRAX 75/90	59226	\$94.01 per 5 gal Pail
120 Lb Keg	SPIRAX 75/90	59226	\$302.76 per 120# Keg
400 Lb Drum	SPIRAX 75/90	59226	\$1105.73 per 400# D

- 5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Shell DENTAX 50W	59007	\$86.96 per 5 gal P
120 Lb Keg	DENTAX 50W	59007	\$280.56 per 120# Keg
400 Lb Drum	DENTAX 50W	59007	\$925.85 per 400# D

SPECIFICATIONS & BID PAGE (CON'T)

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Shell DENTAX 50W	59007	\$90.96 per 5gal Pail
120 Lb Keg	DENTAX 50W	59007	\$275.56 per 120# keg
400 Lb Drum	DENTAX 50W	59007	\$1110.85 per 400# Drum

5F. CAT-T0-4 SAE 30 Drive: Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat T0-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail	Shell DYNAB TC30	53083	\$50.35 per 5gal Pail
120 Lb Keg	DYNAB TC30	N/A	N/A
400 Lb Drum	DYNAB TC30	53083	\$405.06 per 55gal Drum

5G. CAT TO-4 SAE 50 Drive: Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Brand	Product No.	Price Per Unit
35# Pail	Shell DONAX TC 50	53084	\$46.72 per 5gal Pail
120 Lb Keg	N/A	N/A	N/A
400 Lb Drum	DONAX TC50	53084	\$425.25 per 400# D

6. Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.

6A. ISO 46

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Tellus 46	61244	\$38.64 per 5gal P
55 Gallon	Tellus 46	61244	\$315.08 per 55gal

6B. ISO 68

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Tellus	61252	\$33.34 per 5gal per 1
55 Gallon	Tellus	61287	\$325.87 per 55gal

6C. ISO 100

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Tellus	50612	\$32.70 per 5gal
55 Gallon	Tellus	61246	\$359.84 per 55gal

SPECIFICATIONS & BID PAGE (CON'T)

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Brand	Product No.	Price Per Unit
Pint	N/A	N/A	N/A
Quart	Shell DOT3 BF	51202	\$ 19.22 per case
Gallon			

7B Power Steering Fluid

	Brand	Product No.	Price Per Unit
Pint	N/A	N/A	N/A
Quart	Form Shell PF	51203	\$ 19.50 per case
Gallon	NA	N/A	N/A

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

	Brand	Product No.	Price Per Unit
5 Gallon	N/A	N/A	N/A
55 Gallon	Shell Aeroshell 4	60421	\$ 549.00 per 55gal Drum

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	Shell Retinax LX2	67710	\$ 22.09 per case
35# Pail	Retinax LX2	67710	\$ 69.55 per 55gal
120 # Keg	Retinax LX2	67710	\$ 221.96 per 120# keg
55 Gallon	Retinax LX2	67710	\$ 560.44 per 55gal Drum

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	Tex Starplex Moly 2	1938	\$ 19.11 per case
35# Pail	Starplex M2	1938	\$ 44.70 per 55gal
120 # Keg	Starplex M2	1938	\$ 180.60 per 120# keg

SPECIFICATIONS & BID PAGE (CON'T)

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	<u>PAR ANTIFREEZE¹⁰⁰</u>	<u>060 PAR</u>	<u>\$ 38.70 per case</u>
55 Gallon	<u>PAR ANTIFREEZE¹⁰⁰</u>	<u>55 PAR</u>	<u>\$ 280.46 per 55 gal</u>

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	<u>Rotell ELC¹⁰⁰</u>	<u>94041</u>	<u>\$ 99.23 per case</u>
55 Gallon	<u>Rotell ELC¹⁰⁰</u>	<u>94041</u>	<u>\$ 890.00 per 55 gal</u>

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

Size	Brand	Product No.	Price Per Unit
<u>1902 /single</u>	<u>CRC</u>	<u>05089</u>	<u>\$ 2.63 per can 1902</u>

11B Aerosol Engine Degreaser

Size	Brand	Product No.	Price Per Unit
<u>1502</u>	<u>CRC</u>	<u>05025</u>	<u>\$ 2.00 per 1502</u>

11C Aerosol Starting Fluid

Size	Brand	Product No.	Price Per Unit
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

11D Aerosol Penetrating Oil

Size	Brand	Product No.	Price Per Unit
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

11E Oil Absorbent

Size	Brand	Product No.	Price Per Unit
<u>50tt bag</u>	<u>Absorb a Day</u>	<u>9049</u>	<u>\$6.81 per 50tt bag</u>

11F Gasoline Fuel Additive

Size	Brand	Product No.	Price Per Unit
<u>NA</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

SPECIFICATIONS & BID PAGE (CON'T)

11G Diesel Fuel Additive

Size	Brand	Product No.	Price Per Unit
<u>1 gallon</u>	<u>LUCAS</u>	<u>10013</u>	<u>\$19.00 per gallon</u>

11H Engine Oil Additive

Size	Brand	Product No.	Price Per Unit
<u>1 gallon</u>	<u>LUCAS</u>	<u>10002</u>	<u>\$26.00 per gallon</u>

11I Aerosol Lubricant

Size	Brand	Product No.	Price Per Unit
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naphtha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	<u>Mineral Spirits</u>	<u>3564</u>	<u>\$19.57 per 5 gal</u>
55 Gallon	<u>Mineral Spirits</u>	<u>3564</u>	<u>\$183.60 per 55 gal</u>

13. Easy Slide RB-9512 Dry film Lubricant: Sizes 12.8 oz. can

	Brand	Product No.	Price Per Unit
12.8 oz. can	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

COMPANY NAME: Oil Patch Fuel & Supply, Inc.

ADDRESS: 4004 N. CAGE BLVD

CITY/STATE/ZIP: PHARR, TX. 78577

AUTHORIZED SIGNATURE: David A. Lorenz

AUTHORIZED SIGNATURE PRINT: DAVID A. LORENZ

TITLE: BRANCH MANAGER

TELEPHONE NUMBER: (956) 781-9047

FAX NUMBER: (956) 781-9894

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>
1100 GENERAL FUND						
7-1100-419-40-220-001-0-683 GEN GOVT BLDG-LUBRICANTS	4,000.00	.00	.00	.00	4,000.00	.00
7-1100-419-40-220-003-0-683 CRTHSE PK LOT-LUBRICANTS	100.00	.00	.00	.00	100.00	.00
7-1100-419-50-115-059-0-683 DBM-SAFETY DIV-LUBRICANTS	50.00	.00	.00	.00	50.00	.00
7-1100-421-00-280-001-0-683 SHERIFF-LUBRICANTS	25,000.00	2,442.44	3,599.90	3,599.90	18,957.66	24.17
7-1100-421-00-294-001-0-683 CONSTABLE PCT.4-LUBRICANTS	1,000.00	.00	.00	.00	1,000.00	.00
7-1100-422-10-300-001-0-683 FIREFIGHTING-LUBRICANTS	300.00	.00	.00	.00	300.00	.00
7-1100-423-21-280-002-0-683 JAIL-LUBRICANTS	1,000.00	.00	.00	.00	1,000.00	.00
7-1100-432-00-121-001-0-683 SANITATION PCT.1-LUBRICANTS	3,500.00	.00	539.99	539.99	2,960.01	15.43
7-1100-432-00-122-001-0-683 SANITATION PCT.2-LUBRICANTS	1,400.00	.00	.00	.00	1,400.00	.00
7-1100-432-00-123-001-0-683 SANITATION PCT.3-LUBRICANTS	1,300.00	.00	.00	.00	1,300.00	.00
7-1100-432-00-124-001-0-683 SANITATION PCT.4-LUBRICANTS	1,000.00	.00	.00	.00	1,000.00	.00
1100 GENERAL FUND	38,650.00	2,442.44	4,139.89	4,139.89	32,067.67	17.03
1200 R&B COUNTY WIDE						
7-1200-431-00-122-004-0-683 CO SHOP-LUBRICANTS	1,680.00	.00	.00	.00	1,680.00	.00
1200 R&B COUNTY WIDE	1,680.00	.00	.00	.00	1,680.00	.00
1201 R&B PRECINCT NO.1						
7-1201-431-00-121-005-0-683 PCT.1 P/U RD-LUBRICANTS	10,000.00	543.95	2,158.86	2,158.86	7,297.19	27.03
1201 R&B PRECINCT NO.1	10,000.00	543.95	2,158.86	2,158.86	7,297.19	27.03
1202 R&B PRECINCT NO.2						
7-1202-431-00-122-006-0-683 PCT.2 P/U RD-LUBRICANTS	10,000.00	.00	2,359.94	2,359.94	7,640.06	23.60
1202 R&B PRECINCT NO.2	10,000.00	.00	2,359.94	2,359.94	7,640.06	23.60
1203 R&B PRECINCT NO.3						
7-1203-431-00-123-005-0-683 PCT.3 P/U RD-LUBRICANTS	17,922.73	770.00	.00	.00	17,152.73	4.30
1203 R&B PRECINCT NO.3	17,922.73	770.00	.00	.00	17,152.73	4.30
1204 R&B PRECINCT NO.4						
7-1204-431-00-124-007-0-683 PCT.4 P/U RD-LUBRICANTS	11,000.00	.00	985.00	985.00	10,015.00	8.95
1204 R&B PRECINCT NO.4	11,000.00	.00	985.00	985.00	10,015.00	8.95
1211 PARKS PRECINCT NO.1						
7-1211-452-00-121-013-0-683 PARKS PCT.1-LUBRICANTS	500.00	.00	.00	.00	500.00	.00
1211 PARKS PRECINCT NO.1	500.00	.00	.00	.00	500.00	.00
1212 PARKS PRECINCT NO.2						
7-1212-452-00-122-008-0-683 PARKS PCT.2-LUBRICANTS	500.00	.00	.00	.00	500.00	.00
1212 PARKS PRECINCT NO.2	500.00	.00	.00	.00	500.00	.00
1213 PARKS PRECINCT NO.3						

Hidalgo County

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>
1213 PARKS PRECINCT NO.3						
7-1213-452-00-123-008-0-683 PARKS PCT.3-LUBRICANTS	100.00	.00	.00	.00	100.00	.00
1213 PARKS PRECINCT NO.3	100.00	.00	.00	.00	100.00	.00
1214 PARKS PRECINCT NO.4						
7-1214-452-00-124-009-0-683 PARKS PCT.4-LUBRICANTS	1,000.00	.00	.00	.00	1,000.00	.00
1214 PARKS PRECINCT NO.4	1,000.00	.00	.00	.00	1,000.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4						
7-1284-421-00-280-031-6-683 CDJ OPERATION LINEBACKER-LUBRICANTS	73.00	.00	.00	.00	73.00	.00
7-1284-421-00-280-035-7-683 TBSC OPERATION LINEBACKER-LUBRICANTS	151.00	.00	.00	.00	151.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4	224.00	.00	.00	.00	224.00	.00
7 YEAR	91,576.73	3,756.39	9,643.69	9,643.69	78,176.65	14.63

**Pct. 1-CORRECTED-Work Authoriztion #4-Rodriguez Engineering-C-06-217-07-18
CC REGULAR**

Date: 02/27/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

A. Presentation for consideration, discussion, acceptance and approval of the CORRECTED Work Authorization #4 in the amount of \$ 98,401.65 with Rodriguez Engineering to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-06-217-07-18 for "General Engineering Services for the design plans along with construction staking for Victoria Road from Exp. 83 North 3.72 miles"

B. Presentation for consideration, discussion, acceptance and approval of the CORRECTED Invoice No. 0611 in the amount of \$ 24,600.41 with Rodriguez Engineering to provide engineering services to Hidalgo County Precinct No. 1 in connection with CORRECTED Work Authorization #4 for Contract No. C-06-217-07-18 for "General Engineering Services for the design plans along with construction staking for Victoria Road from Exp. 83 North 3.72 miles"

BACKGROUND

Original Work Authorization #4 amount was \$105,837.65 (ref: PO 580185). See attached corrected WORK AUTHORIZATON NO. 4 and INVOICE NO. 0611 from RODRIGUEZ ENGINEERING.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 580185 has 105837.65 available as of 2/22/07. Account available balance is \$3,663,975.84 as of 2/22/07.

Attachments

Link: [Pct. 1-CORRECTED-Work Authoriztion #4-Rodriguez Engineering-C-06-217-07-18](#)

Link: [Pct. 1-CORRECTED-Work Authoriztion #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	02/21/2007 04:06 PM	APRV
2	Budget & Management	Dina Trevino	02/21/2007 11:13 PM	APRV
3	Dale Kennan	Dale Kennan	02/22/2007 10:34 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 10:10 AM	APRV
5	Court Administrator			NEW

Form Started By: Letty Saenz

Started On: 02/20/2007 04:24 PM

Final Approval Date:

HIDALGO COUNTY

Professional Engineering Services

Contract # C-06-217-07-18

Work Authorization Form

WORK AUTHORIZATION NO. 4 (amended)

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 \$98,401.65. 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 _____ of the Agreement.

PART 4. Funding. This Work Authorization No. 4 shall be funded through funding source: Account No. - 7 - 1336 - 431 - 00 - 121 - 041 - 0 - 731 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

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	\$357,280.00
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: \$ 984,016.50

Engineering Fees: \$ 98,401.65



RODRIGUEZ ENGINEERING

CONSULTING ENGINEER/SURVEYOR

DATE: February 27, 2007

Invoice No. 0611

Project: PO

Owner: Hidalgo County Precinct No. 1

Location: Victoria Road (from Expressway 83 north to end of asphalt approximately 3.72 miles)

Engineering Services rendered for Preliminary Phase for the above referenced Project:

Contract Amount:	\$ 98,401.65
Preliminary Phase (25%):	\$ 24,600.41
Amount due now:	\$ 24,600.41

APPROVED FOR BILLING: _____



AI-2602

22.C.1.

Pct. 4-Invoice No. 6420-Quintanilla, Headley & Assoc-C-06-439-01-29
CC REGULAR

Date: 02/27/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 6420 in the amount of \$33,473.25 from QUINTANILLA, HEADLEY & ASSOCIATES, INC. in connection with Contract No. C-06-439-01-29-"Tamarron Estates Drainage Improvements Projects" for Hidalgo County Precinct No. 4.

BACKGROUND

INVOICE NO. 6420 from **QUINTANILLA, HEADLEY & ASSOCIATES, INC.**

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1204-431-50-124-007-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 580818 has available \$44,631.00 as of 2/22/07.

Attachments

Link: Pct. 4-Invoice No. 6420-Quintanilla, Headley & Assoc-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	02/22/2007 09:18 AM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 10:29 AM	APRV
3	Dale Kennan	Dale Kennan	02/22/2007 10:41 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 10:13 AM	APRV
5	Court Administrator			NEW

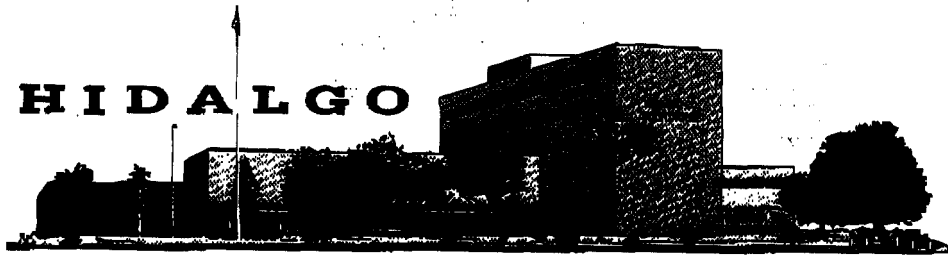
Form Started By: Letty Saenz

Started On: 02/21/2007 11:40 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: FEBRUARY 21, 2007
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA (LETTY) SAENZ, CPPB CONTRACTS MANAGER
FROM: HIDALGO COUNTY PRECINCT #4 *newly*
REF: INVOICE #6420 *psb*
C#-06-439-01-29
ACCT.#: 7-1204-431-50-124-007-0-733

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING INVOICE #6420 IN THE AMOUNT OF \$33,473.25 FOR QUINTANILLA, HEADLEY & ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT AGENDA.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: INV. #6420
P.O. #580818


Quintanilla, Headley & Associates, Inc.

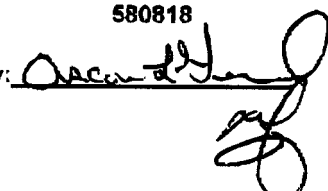
124 E. Stubbs Street
 Edinburg, Texas 78539
 PH: 956-381-6480

Invoice

DATE	INVOICE #
2/6/2007	6420

BILL TO
Hidalgo County Precinct No. 4 Comm. Oscar L. Garza Jr. 1102 N. Doolittle Road Edinburg, Texas 78541

RECEIVED
 FEB 07 2007
 BY: 

DESCRIPTION	AMOUNT
Tamarron Estates Drainage Improvements Project.	33,473.25
Contract Amount = \$ 44,631.00	
Topography Survey: 100% Complete Engineering Services for the design of the Drainage Improvements: 100% Complete Preparation of Plans and Specifications: 100% Complete	
Project is 75% complete.	
Amount Earned to Date: 33,473.25	
7-1204-431-50-124-007-0-733 Pct. # 172 Pur. Req. # 104856 P.O. # 580818 Approved By: 	0.00
INVOICE RECEIVED BY: Rumaldo Munoz Jr on: 2/7/2007 GOODS/SERVICES RECEIVED BY: Rumaldo Munoz Jr on: 2/7/2007 Contract #06-439-01-29 ASSET # DR 001	
Total	\$33,473.25



Purchase Order COUNTY OF HIDALGO

PO#: 580818

DATE: 02/21/07

Page No 1 Of 1

VENDOR: 154024

REQ:00104856

Email:

BUYER: GBELTRAN

Phone:

SHIP TO: HIDALGO CO. PCT 4

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions:

PCT. REQ. #172

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 06-439-01-29 FOR TAMARRON ESTATES FA-CAT 167 (ASSET # DR 001)		
1	LOT	WORK AUTHORIZATION #1 IN THE AMOUNT OF \$44,631.00 FOR ENGINEERING SERVICES FOR TAMARRON ESTATES DRAINAGE IMPROVEMENTS APPROVED COMMISSIONER'S COURT OF FEBRUARY 20, 2007. ****CONTRACT #06-439-01-29 APPROVED COMMISSIONERS' COURT OF 1/29/2007****	44,631.00	44,631.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		44,631.00
		***** For Hidalgo County use only 7-1204-431-50-124-007-0-733	44,631.00	
		Approved _____		

Authorized by: _____

Maria R. Salazar *FW*

AI-2561
standing item
CC REGULAR

22.D.1.

Date: 02/27/2007
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	Budget & Management	Dina Trevino	02/15/2007 05:06 PM	APRV
2	Sergio Cruz	Sergio Cruz	02/15/2007 06:03 PM	APRV
3	Purchasing Department	Marty Salazar	02/16/2007 09:55 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 10:13 AM	APRV
5	Court Administrator			NEW

Form Started By: Neilda Cavazos

Started On: 02/15/2007 03:11 PM

Final Approval Date:

AI-2629
BCAP PRECINCT NO 1
CC REGULAR

22.E.1.

Date: 02/27/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.1

Agenda Item

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No 1 for

- a. "Old Rebel Heights I" C-CAP-06-007-01-23 for material and work adjustments in the amount of \$14,881.50 (decrease) and
- b. "Old Rebel Heights II" C-CAP-06-008-01-23 for material and work adjustment in the amount of \$14,649.00 (decrease)

project engineer is TEDSI Infrastructure Group and contractor is Sascon a Border Colonia Access Program Project(s).

BACKGROUND

Revenue & Expenditures

Attachments

Link: [2629](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 09:20 AM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 10:36 AM	APRV
3	Sergio Cruz	Sergio Cruz	02/22/2007 05:08 PM	APRV
4	Auditor's Office	Linda Fong	02/26/2007 09:46 AM	APRV
5	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 02/21/2007 03:53
PM

Final Approval Date:

CHANGE ORDER #1

NO. 1

DATE OF ISSUANCE February 6, 2007

EFFECTIVE DATE _____

OWNER HIDALGO COUNTY PRECINCT NO. 1

CONTRACTOR SASCON INC.

Contract: BORDER COLONIA ACCESS PROJECT

Project: "ROAD & DRAINAGE CONSTRUCTION OF OLD REBEL HEIGHTS
I SUBDIVISION"

OWNER's Contract No. C-CAP-06-007-01-23

ENGINEER's Contract No. 2C-1080-509

ENGINEER TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents:

Description:

- 1) Removed quantities for Item 2600

Reason for Change Order:

- 1) As per PI Tests results, Subgrade stabilization is not required.

Attachments: (List documents supporting change)

Schedule of Quantities

Revised Estimate and Quantities

CHANGE IN CONTRACT PRICE:
Original Contract Price
<u>\$145,014.50</u>
Net Increase (Decrease) from previous Change Orders No. _____ to _____:
<u>\$ N/A</u>
Contract Price prior to this Change Order:
<u>\$145,014.50</u>
Net (decrease) of this Change Order:
<u>\$14,881.50</u>
Contract Price with all approved Change Orders:
<u>\$130,133.50</u>

**REVISED
ESTIMATE AND QUANTITIES**

OLD REBEL HEIGHTS #1 (CSJ: 2C-1080-509)

CONTRACT : C-CAP-06-007-01-23

Item	Code	Item Description	Unit	Qty.	Unit Price	Bid Amount
100	502	Preparing ROW	STA	24.07	\$ 500.00	\$ 12,035.00
134	502	Backfill (TY B)	STA	24.07	\$ 300.00	\$ 7,221.00
247	699	FL BS (Rdwy Del)(TYD, GR6, CL4)	CY	1136	\$ 18.00	\$ 20,448.00
310	501	ASPH Material (MC-30)	GAL			\$ -
340		ASPH Concrete (TY D)	TON			\$ -
500	501	Mobilization	LS	1	\$ 6,000.00	\$ 6,000.00
502	501	Barricades, Signs and Traffic Handling	MO	2	\$ 4,500.00	\$ 9,000.00
2500		EN-1 Treat. Flexbase (DC)(6")	SY	6954	\$ 2.00	\$ 13,908.00
2500		EN-1 Roadbond	GAL	39	\$ 75.00	\$ 2,925.00
2600		EN-1 Treat. Subgrade (DC)(8")	SY		\$ 1.50	\$ -
2600		EN-1 Roadbond	GAL		\$ 75.00	\$ -
5249	501	Temporary Sediment Control Fence	LF	80	\$ 8.00	\$ 640.00
5249	503	Temporary Sediment Control Fence (REMOVE)	LF	80	\$ 5.00	\$ 400.00
464	503	18' RCP (CL III)	LF	40	\$ 40.00	\$ 1,600.00
467	676	Safety End Treatment (TY II) (18") (RCP)(3:1)(C)	EA	4	\$ 450.00	\$ 1,800.00
530	540	Driveways (CONC)(4")	SY	178	\$ 46.00	\$ 8,188.00
530	542	Driveways (ASPH-CONC-PAV)(PB-1)	SY	838	\$ 24.00	\$ 20,112.00
530	655	Turnout (ASPH-CONC-PAV)(PBS-2)	SY	216	\$ 26.00	\$ 5,616.00
556		15" ADS Corrugated Pipe	LF	920	\$ 22.00	\$ 20,240.00

\$ 130,133.00

Removed as per Change Order # 1

SCHEDULE OF QUANTITIES

OLD REBEL HEIGHTS #1 SUBDIVISION (CSJ: 2C-1080-509)

CONTRACT: C-CAP-06-007-01-23

ORIGINAL QUANTITIES

2600	503	EN-1 Treat. Subgrade (DC)(8")	SY	7221	\$	1.50	\$	10,831.50
2600		EN-1 Roadbord	GAL	54	\$	75.00	\$	4,050.00
TOTAL								\$ 14,881.50

REVISED QUANTITIES AS PER CHANGE ORDER # 1

2600	503	EN-1 Treat. Subgrade (DC)(8")	SY		\$	1.50	\$	-
2600		EN-1 Roadbord	GAL		\$	75.00	\$	-
TOTAL								\$ -

\$ 14,881.50 Original
 \$ - Revised
 \$ 14,881.50 Net Decrease

\$ 145,014.50 Original Contract Price
 \$ 14,881.50 Net Decrease
 \$ 130,133.00 Contract Price with Approved Change Order

REPORT OF ATTERBERG LIMITS & LIME DETERMINATION

TESTED FOR: HIDALGO COUNTY PRECINCT #1 PROJECT: OLD REBEL HEIGHTS SUBD.
1902 JOE STEPHENS STREET
WESLACO, TX 78596

DATE: January 25, 2007 PSI REPORT NO.: 328-60088-2

REMARKS: On January 25, 2007, PSI representative, Gabriel Loya was present at the above referenced project to obtain soil samples for an Atterberg Limits Determination in accordance with ASTM D4318 and Lime Determination. Test results are as follows:

Location: 200' East of Mile 2 East on Rebel Rd.
Description: Medium Brown Silty Clay (Subgrade)

Liquid Limit: 36
Plastic Limit: 17
Plasticity Index: 19

*In accordance with TxDot Method 121-E, 0.0% of hydrated lime by weight would be required to stabilize subgrade material. Base unit weight of soil on 100 PSF.

Respectfully submitted,
Professional Service Industries, Inc.

Rudy Martinez
Branch Manager

cc: 1-ABOVE

REPORT OF ATTERBERG LIMITS & LIME DETERMINATION

TESTED FOR: *Attn: John Paul* HIDALGO COUNTY PRECINCT #1 PROJECT: OLD REBEL HEIGHTS SUBD.
1902 JOE STEPHENS STREET
WESLACO, TX 78596

DATE: January 25, 2007 PSI REPORT NO.: 328-60088-1

REMARKS: On January 25, 2007, PSI representative, Gabriel Loya, was present at the above referenced project to obtain soil samples for an Atterberg Limits Determination in accordance with ASTM D4318 and Lime Determination. Test results are as follows:

Location: 200' East of Mile 2 East of Mesquite Dr.
Description: Medium Brown Silty Clay (Subgrade)

Liquid Limit: 40
Plastic Limit: 20
Plasticity Index: 20

*In accordance with TxDot Method 121-E, 0.0% of hydrated lime by weight would be required to stabilize subgrade material. Base unit weight of soil on 100 PSF.

Respectfully submitted,
Professional Service Industries, Inc.

Rudy Martinez
Branch Manager

RECEIVED

FEB 05 2007

PRECINCT 1

COMMISSIONER SYLVIA S. HANDY

cc: 1-ABOVE

CHANGE ORDER #1

NO. 1

DATE OF ISSUANCE February 6, 2007

EFFECTIVE DATE _____

OWNER HIDALGO COUNTY PRECINCT NO. 1

CONTRACTOR SASCON INC.

Contract: BORDER COLONIA ACCESS PROJECT

Project: "ROAD & DRAINAGE CONSTRUCTION OF OLD REBEL HEIGHTS
II SUBDIVISION"

OWNER's Contract No. C-CAP-06-008-01-23

ENGINEER's Contract No. 2C-1080-510

ENGINEER TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents:

Description:

- 1) Removed quantities for Item 2600

Reason for Change Order:

- 1) As per PI Tests results, Subgrade stabilization is not required.

Attachments: (List documents supporting change)

Schedule of Quantities

Revised Estimate and Quantities

CHANGE IN CONTRACT PRICE:
Original Contract Price
<u>\$141,558.00</u>
Net Increase (Decrease) from previous Change Orders No. _____ to _____:
<u>\$ N/A</u>
Contract Price prior to this Change Order:
<u>\$141,558.00</u>
Net (decrease) of this Change Order:
<u>\$14,649.00</u>
Contract Price with all approved Change Orders:
<u>\$126,909.00</u>

CHANGE ORDER #1

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>120 days</u> Ready for final payment: _____
Net change from previous Change Orders No. _____ to _____: Substantial Completion: <u>N/A</u> Ready for final payment: _____
Contract Times prior to this Change Order: Substantial Completion: <u>120 days</u> Ready for final payment: _____
Net increase (decrease) this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: _____
Contract Times with all approved Change Orders: Substantial Completion: <u>120 days</u> Ready for final payment: _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: February 6, 2007

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 2-7-07

CONCURRENCE:

By: _____
TxDOT District Colonia Manager
(Authorized Signature)

Date: _____

**ORIGINAL
ESTIMATE AND QUANTITIES**

OLD REBEL HEIGHTS #2 (CSJ: 2C-1080-510)

CONTRACT : C-CAP-06-008-01-23

Item	Code	Item Description	Unit	Qty.	Unit Price	Bid Amount
100	502	Preparing ROW	STA	23.72	\$ 500.00	\$ 11,860.00
134	502	Backfill (TY B)	STA	23.72	\$ 300.00	\$ 7,116.00
247	699	FL BS (Rdwy Del)(TYD, GR6, CL4)	CY	1121	\$ 18.00	\$ 20,178.00
310	501	ASPH Material (MC-30)	GAL			\$ -
340		ASPH Concrete (TY D)	TON			\$ -
500	501	Mobilization	LS	1	\$ 6,000.00	\$ 6,000.00
502	501	Barricades, Signs and Traffic Handling	MO	2	\$ 4,500.00	\$ 9,000.00
2500		EN-1 Treat. Flexbase (DC)(6")	SY	6852	\$ 2.00	\$ 13,704.00
2500		EN-1 Roadbond	GAL	39	\$ 75.00	\$ 2,925.00
2600		EN-1 Treat. Subgrade (DC)(8")	SY	7116	\$ 1.50	\$ 10,674.00
2600		EN-1 Roadbond	GAL	53	\$ 75.00	\$ 3,975.00
5249	501	Temporary Sediment Control Fence	LF	80	\$ 8.00	\$ 640.00
5249	503	Temporary Sediment Control Fence (REMOVE)	LF	80	\$ 5.00	\$ 400.00
464	503	18' RCP (CL III)	LF	0	\$ 40.00	\$ -
467	676	Safety End Treatment (TY II) (18") (RCP)(3:1)(C)	EA	2	\$ 450.00	\$ 900.00
530	540	Driveways (CONC)(4")	SY	89	\$ 46.00	\$ 4,094.00
530	542	Driveways (ASPH-CONC-PAV)(PB-1)	SY	1075	\$ 24.00	\$ 25,800.00
530	655	Turnout (ASPH-CONC-PAV)(PBS-2)	SY	122	\$ 26.00	\$ 3,172.00
556		15" ADS Corrugated Pipe	LF	960	\$ 22.00	\$ 21,120.00

\$ 141,558.00

REVISED
ESTIMATE AND QUANTITIES

OLD REBEL HEIGHTS #2 (CSJ: 2C-1080-510)

CONTRACT : C-CAP-06-008-01-23

Item	Code	Item Description	Unit	Qty.	Unit Price	Bid Amount
100	502	Preparing ROW	STA	23.72	\$ 500.00	\$ 11,860.00
134	502	Backfill (TY B)	STA	23.72	\$ 300.00	\$ 7,116.00
247	699	FL BS (Rdwy Del)(TYD, GR6, CL4)	CY	1121	\$ 18.00	\$ 20,178.00
310	501	ASPH Material (MC-30)	GAL	-		\$ -
340		ASPH Concrete (TY D)	TON	-		\$ -
500	501	Mobilization	LS	1	\$ 6,000.00	\$ 6,000.00
502	501	Barricades, Signs and Traffic Handling	MO	2	\$ 4,500.00	\$ 9,000.00
2500		EN-1 Treat. Flexbase (DC)(6")	SY	6852	\$ 2.00	\$ 13,704.00
2500		EN-1 Roadbond	GAL	39	\$ 75.00	\$ 2,925.00
2600		EN-1 Treat Subgrade (DC)(8")	SY		\$ 1.50	\$ -
2600		EN-1 Roadbond	GAL		\$ 75.00	\$ -
5249	501	Temporary Sediment Control Fence	LF	80	\$ 8.00	\$ 640.00
5249	503	Temporary Sediment Control Fence (REMOVE)	LF	80	\$ 5.00	\$ 400.00
464	503	18' RCP (CL III)	LF	0	\$ 40.00	\$ -
467	676	Safety End Treatment (TY II) (18") (RCP)(3:1)(C)	EA	2	\$ 450.00	\$ 900.00
530	540	Driveways (CONC)(4")	SY	89	\$ 46.00	\$ 4,094.00
530	542	Driveways (ASPH-CONC-PAV)(PB-1)	SY	1075	\$ 24.00	\$ 25,800.00
530	655	Turnout (ASPH-CONC-PAV)(PBS-2)	SY	122	\$ 26.00	\$ 3,172.00
556		15" ADS Corrugated Pipe	LF	960	\$ 22.00	\$ 21,120.00
						\$ 126,909.00

Removed as per Change Order # 1

SCHEDULE OF QUANTITIES

OLD REBEL HEIGHTS #2 SUBDIVISION (CSJ: 2C-1080-509)

CONTRACT: C-CAP-06-008-01-23

ORIGINAL QUANTITIES

2600	503	EN-1 Treat. Subgrade (DC)(8")	SY	7116	\$	1.50	\$	10,674.00
2600		EN-1 Roadbond	GAL	53	\$	75.00	\$	3,975.00
TOTAL								\$ 14,649.00

REVISED QUANTITIES AS PER CHANGE ORDER # 1

2600	503	EN-1 Treat. Subgrade (DC)(8")	SY		\$	1.50	\$	-
2600		EN-1 Roadbond	GAL		\$	75.00	\$	-
TOTAL								\$ -

\$ 14,649.00 Original
 \$ - Revised
 \$ 14,649.00 Net Decrease

\$ 141,558.00 Original Contract Price
 \$ 14,649.00 Net Decrease
 \$ 126,909.00 Contract Price with Approved Change Order

REPORT OF ATTERBERG LIMITS & LIME DETERMINATION

TESTED FOR: *Attn: John Paull*
HIDALGO COUNTY PRECINCT #1 PROJECT: OLD REBEL HEIGHTS II
1902 JOE STEPHENS STREET
WESLACO, TX 78596

DATE: January 25, 2007 PSI REPORT NO.: 328-60087-1

REMARKS: On January 25, 2007, PSI representative, Gabriel Loya, was present at the above referenced project to obtain soil samples for an Atterberg Limits Determination in accordance with ASTM D4318 and Lime Determination. Test results are as follows:

Location: 200' East of Mile 2 East on Ebony
Description: Medium Brown Silty Clay (Subgrade)

Liquid Limit: 40
Plastic Limit: 21
Plasticity Index: 19

*In accordance with TxDot Method 121-E, 0.0% of hydrated lime by weight would be required to stabilize subgrade material. Base unit weight of soil on 100 PSF.

Respectfully submitted,
Professional Service Industries, Inc.

RECEIVED

FEB 05 2007

PRECINCT 1

COMMISSIONER SYLVIA S. HANDY

Rudy Martinez
Branch Manager

cc: 1-ABOVE

REPORT OF ATTERBERG LIMITS & LIME DETERMINATION

TESTED FOR: HIDALGO COUNTY PRECINCT #1 PROJECT: OLD REBEL HEIGHTS II
1902 JOE STEPHENS STREET
WESLACO, TX 78596

DATE: January 25, 2007 PSI REPORT NO.: 328-60087-2

REMARKS: On January 25, 2007, PSI representative, Gabriel Loya, was present at the above referenced project to obtain soil samples for an Atterberg Limits Determination in accordance with ASTM D4318 and Lime Determination. Test results are as follows:

Location: 250 West of Cul de Sac on Fresno
Description: Medium Brown Silty Clay (Subgrade)

Liquid Limit: 33
Plastic Limit: 16
Plasticity Index: 17

*In accordance with TxDot Method 121-E, 0.0% of hydrated lime by weight would be required to stabilize subgrade material. Base unit weight of soil on 100 PSF.

Respectfully submitted,
Professional Service Industries, Inc.

Rudy Martinez
Branch Manager

cc: 1-ABOVE

AI-2628
BCAP PRECINCT NO 2
CC REGULAR

22.F.1.

Date: 02/27/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: CAP Pct.2

Agenda Item

CAPTION

Presentation for discussion, consideration and approval of specifications for "Road & Drainage Construction of LJ #1 Subdivision" a Precinct No 2 previously approved to advertised in CC on July 25, 2006.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: ACCT. #: 7-1311-431-00-122-365-0-734 & 733
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/23/2007 01:57 PM	APRV
2	Budget & Management	Dina Trevino	02/23/2007 02:21 PM	APRV
3	Auditor's Office	Linda Fong	02/24/2007 10:32 AM	APRV
4	Court Administrator			NEW

Form Started By: Laura Moya
Started On: 02/21/2007 03:50 PM

Final Approval Date:

AI-2631
BCAP PRECINCT NO 1
CC REGULAR

22.F.2.

Date: 02/27/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: CAP Pct.2

Agenda Item

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer R. Gutierrez Engineering to award to the lowest bidder meeting all specifications for bid No CAP-06-009-12-27 "Road Construction of Country Living Estates I Subdivision" Subdivision subject to TXDOT approval

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: ACCT. #: 7-1311-431-00-122-199-1-733&734
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: [2631](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/23/2007 01:58 PM	APRV
2	Budget & Management	Dina Trevino	02/23/2007 02:21 PM	APRV
3	Auditor's Office	Linda Fong	02/24/2007 10:36 AM	APRV
4	Court Administrator			NEW

Form Started By: Laura Moya

Started On: 02/21/2007 03:54 PM

Final Approval Date:

2631

R. Gutierrez Engineering Corporation

January 16, 2007

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – Country Living Estates I Subdivision
Project No: ENG05.012

Dear Mr. Vargas:

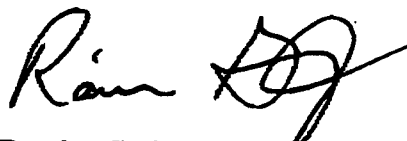
On Wednesday, December 27, 2006, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, on the 4th Floor, bids were opened and read aloud for the above project. Two (2) bids were received for this project. The low base bid was for **\$265,110.71**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **IOC Company, LLC** from Edinburg, Texas in the amount of **\$265,110.71**.

We are recommending award of this bid due to the prices submitted by the contractor being in general conformance with current prices for similar work in the area. The contractor's bid is approximately 1.1% higher than the engineer's construction cost estimate.

If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,



Ramiro Gutierrez, P.E.
President

Attach

Cc: Project Files

RECEIVED
FEB 22 2007

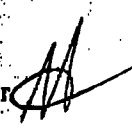


Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No.2
Charlie Contreras, Special Projects Coordinator
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 22 February 2007

Subject: Recommendation for award – Country Living Estates; CSJ: 2C1080199

Marty, Commissioner Palacios is requesting to place the above-mentioned item on Commissioner's Court for Tuesday, 27th February 2007

Court approval to award contract to low bidder for a Round II Colonia Access Project Country Living Estates. This project is being carried by R. Gutierrez Engineering, Inc. The low bidder for this project was IOC Company, LLC with a low bid of \$265,110.71. There was one other bidder J.M. Construction.

Attached is the letter of recommendation from R. Gutierrez Engineering Inc.

Account Numbers: 7-1311-431-00-122-199-0-733&734 and 7-1202-431-00-122-006-0-841

If you have any questions, please advice.

Thanks,

memo purchasing reg award rec country living estates feb 07

AI-2630
BCAP PRECINCT NO 3
CC REGULAR

22.G.1.

Date: 02/27/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Agenda Item

CAPTION

A. Requesting approval to rescind the action taken by CC on 2/20/2007 in connection with agenda items AI-2554 and Posted under Purchasing Dept. as #14.K, Items .A, B,C:

A. Presentation for discussion, consideration and approval to rescind bid #06-006-11-01 for Road Construction of Hilda Subdivision(s) awarded by CC on 11-21-06 to S & G Paving, Inc.;

B. Pursuant to bid requirements (item #8 of Information to Bidders), requesting authority to seek forfeiture of the security deposited with submitted bid (5% of bid) by S & G Paving, Inc. through bid bond # B25627ACSTAR Insurance Company;

C. Requesting authority to re-advertise sealed bids for: Road Construction of Hidalgo Sub-division(s) with the plans and specifications drafted through contracted engineer, Ricardo Hinojosa Engineering under the BCAP for Precinct #3; or, if none of the above are necessary;

B. Presentation for discussion, consideration and action on a recommendation by project engineer Hinojosa Engineering to award to the lowest bidder meeting all specifications for bid #006-006-11-01: Road Construction of Hilda Subdivision(s) and approval of contract (including all complying documentation) subject to legal review.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: ACCT. #: 7-1311-431-00-123-322-1-733
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance is \$81,843.65 as of 2/22/07.

FISCAL YEAR: ACCT. #: 7-1311-431-00-123-322-1-734
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance is \$127,132.87 as of 2/22/07.

Attachments

Link: [Backup from CC 2/20/07 AI-2554](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 09:32 AM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 10:46 AM	APRV
3	Dale Kennan	Dale Kennan	02/22/2007 12:03 PM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 10:40 AM	APRV
5	Court Administrator			NEW

Form Started By: Laura Moya
Started On: 02/21/2007 03:53 PM

Final Approval Date:



233 MAIN STREET • P.O. BOX 2350 • NEW BRITAIN, CT 06050-2350 • (860) 294-2000

Bid Bond No. B25627

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we S&G PAVING CO., INC., as Principal, hereinafter called the Principal, and ACSTAR INSURANCE COMPANY, 233 Main Street, P.O. Box 2350, New Britain, CT 06050-2350, a corporation duly organized under the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto

HIDALGO COUNTY PRECINCT #1 (100 E CANO)
100 E CANO STREET 4TH FLOOR
EDINBURG, TX 78539-

as Obligee, hereinafter called the Obligee, in penal sum of 5% of the bid amount for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for PAVING IMPROVEMENTS FOR HILDA SUBDIVISION


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee, or in the event of the failure of the Principal to enter into such Contract and if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void. This obligation shall expire and be null and void 90 days from the date executed as set forth below.

Signed and sealed this 31st day of October, 2006.

ATTEST:

S&G PAVING CO., INC.

(Seal)


By: 
Name: Eddie Salinas
Title: Vice-President

ATTEST:

ACSTAR INSURANCE COMPANY

(Seal)

Wase L. Plante

By: 
Henry W. Nozko, Jr.
President



253 MAIN STREET • P.O. BOX 2350 • NEW BRITAIN, CT 06050-2350 • (860) 224-2000

BOND NO. B25627

RIDER CONTAINING DISCLOSURE NOTICE OF TERRORISM COVERAGE

This disclosure notice is required by the Terrorism Risk Insurance Act of 2002 (the "Act"). No action is required on your part. This Disclosure Notice is incorporated in and a part of the attached bond, and is effective the date of the bond.

You should know that, effective November 26, 2002, any losses covered by the attached bond that are caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States reimburses 90% of covered terrorism losses exceeding the statutory established deductible paid by the insurance company providing the coverage.

Under the Act, there is a cap on our liability to pay for covered terrorism losses if the aggregate amount of insured losses under the Act exceeds \$100,000,000,000 during the applicable period for all insured's and all insurers combined. In that case, we will not be liable for the payment of any amounts, which exceeds that aggregate amount of \$100,000,000,000.

The portion of your premium that is attributed to coverage for acts of terrorism is \$0.00.

IMPORTANT NOTE: THE COST OF TERRORISM COVERAGE IS SUBJECT TO CHANGE ON ANY BONDS THAT PREMIUM IS CHARGED ANNUALLY.

EXCLUSION OF LIABILITY FOR MOLD, MYCOTOXINS, AND FUNGI

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

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

December 19, 2006

Mr. Eddie Salinas
S&G Paving, Inc.

RE: **Notice of Award**


PROJECT: **Hilda Subdivision CAP-06-006-11-01**

Dear Mr. Salinas,

This letter is to notify you that the County of Hidalgo has awarded the above-referenced project to S&G Paving Co., Inc..

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

Respectfully,



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

Cc: Commissioner Joe M. Flores, Hidalgo Co. Pct. 3
 Laura Moya, Hidalgo Co. Purchasing Dept.
 Agapito Vargas, Hidalgo Co. Colonia Access Program
 Pablo Anguillano, TxD.O.T. – Pharr District

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct. #3 (herein called the "Owner), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing Department until _____, and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha Salazar, Hidalgo County Purchasing Agent at 100 E. Cano, 4th Floor, Edinburg, Texas and designated as Bid for Hidalgo County Pct. #3 Border Colonia Access Project.

The owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract --

- a. Must be acceptable to the Owner after verification of the current eligibility status, and,

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within _____ consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Hinojosa Engineering , Attn: Mr. Mariano Garcia, P.E., , 108 W. 18th Street, Mission, Texas 78572** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

**BID TABULATION FOR
 COLONIA ACCESS PROGRAM PROJECT - PRECINCT NO 3
 "ROAD CONSTRUCTION OF HILDA SUBDIVISION"
 CAP-06-006-11-01**

Item Number	Estimated Quantity	S&G Paving		Jimmy Closner & Sons		Sascon Inc.		JM Construction	
		Unit Price	Total Figures	Unit Price	Total Figures	Unit Price	Total Figures	Unit Price	Total Figures
100	26,0178	\$ 1,000.00	\$ 26,017.80	\$ 1,200.00	\$ 31,221.36	\$ 800.00	\$ 20,814.24	\$ 800.00	\$ 20,814.24
132	26,0178	\$ 100.00	\$ 2,601.78	\$ 300.00	\$ 7,805.34	\$ 600.00	\$ 15,610.68	\$ 500.00	\$ 13,008.90
247	1,350	\$ 28.00	\$ 37,800.00	\$ 24.00	\$ 32,400.00	\$ 34.00	\$ 45,900.00	\$ 6.25	\$ 8,437.50
251	1,350	\$ 5.00	\$ 6,750.00	\$ 15.00	\$ 20,250.00	\$ 18.00	\$ 24,300.00	\$ 4.15	\$ 5,602.50
262	8,095	\$ 1.00	\$ 8,095.00	\$ 2.25	\$ 18,213.75	\$ 1.90	\$ 15,380.50	\$ 5.15	\$ 41,689.25
262	38	\$ 120.00	\$ 4,560.00	\$ 110.00	\$ 4,180.00	\$ 140.00	\$ 5,320.00	\$ 165.00	\$ 6,270.00
310	1,416	\$ 3.00	\$ 4,248.00	\$ 2.25	\$ 3,186.00	\$ 3.30	\$ 4,672.80	\$ 5.75	\$ 8,142.00
340	7,080	\$ 8.00	\$ 56,640.00	\$ 5.25	\$ 37,170.00	\$ 6.60	\$ 46,728.00	\$ 7.95	\$ 56,286.00
464	252	\$ 30.00	\$ 7,560.00	\$ 42.00	\$ 10,584.00	\$ 33.00	\$ 8,316.00	\$ 37.00	\$ 9,324.00
464	1,573	\$ 24.00	\$ 37,752.00	\$ 38.00	\$ 59,774.00	\$ 28.00	\$ 44,044.00	\$ 25.00	\$ 39,325.00
467	6	\$ 500.00	\$ 3,000.00	\$ 650.00	\$ 3,900.00	\$ 400.00	\$ 2,400.00	\$ 800.00	\$ 4,800.00
502	3	\$ 1,500.00	\$ 4,500.00	\$ 850.00	\$ 2,550.00	\$ 1,600.00	\$ 4,800.00	\$ 1,500.00	\$ 4,500.00
506	5,249	\$ 4.00	\$ 20,996.00	\$ 3.25	\$ 17,059.25	\$ 5.00	\$ 26,245.00	\$ 5.00	\$ 26,245.00
506	5,249	\$ 1.00	\$ 5,249.00	\$ 1.50	\$ 7,873.50	\$ 1.00	\$ 5,249.00	\$ 5.00	\$ 26,245.00
506	145	\$ 7.00	\$ 1,015.00	\$ 8.50	\$ 1,232.50	\$ 30.00	\$ 4,350.00	\$ 4.00	\$ 580.00
506	145	\$ 6.00	\$ 870.00	\$ 4.25	\$ 616.25	\$ 10.00	\$ 1,450.00	\$ 4.00	\$ 580.00
529	52	\$ 18.00	\$ 936.00	\$ 28.00	\$ 1,456.00	\$ 22.00	\$ 1,144.00	\$ 45.00	\$ 2,340.00
530	290	\$ 18.00	\$ 5,220.00	\$ 18.00	\$ 5,220.00	\$ 18.00	\$ 5,220.00	\$ 27.00	\$ 7,830.00
530	483	\$ 15.00	\$ 7,245.00	\$ 12.50	\$ 6,037.50	\$ 26.00	\$ 12,558.00	\$ 29.00	\$ 14,007.00
530	1,098	\$ 22.00	\$ 24,156.00	\$ 48.00	\$ 52,704.00	\$ 33.00	\$ 36,234.00	\$ 47.00	\$ 51,606.00
TOTAL AMOUNT			\$ 265,211.58		\$ 323,433.45		\$ 330,736.22		\$ 347,632.39
Amendment Received			√		√		√		√
Bid Bond/Cashier's Check			Bid Bond Included		Bid Bond Included		Bid Bond Included		Bid Bond Included

EXHIBIT “A”
BID SPECIFICATIONS

HIDALGO COUNTY-
**“Moving Services for the relocation of Departments moving to
the New Administration Building, f/k/a K-Mart Building”**

BID No. 2007-079-03-21-MSS

Transportation of Equipment, Furniture, Files, and Miscellaneous items.

I. DESCRIPTION

Using 24' minimum length boxed trucks with power lift gates or ramps and tie down devices to prevent load shift, the contractor shall load at origin(s) and unload at destination(s) (room number) all required equipment as described herein and according to the schedules described herein. A minimum of two (2) employees per crew per truck, and at least ten (10) boxed trucks at the 24' minimum length will be required. The contractor shall not be responsible for the packing and/or unpacking file boxes, assembling and/or disassembling furniture. The contractor will be responsible for loading and unloading items, making sure the items are properly transported. **AWARDED CONTRACTOR MUST MEET ALL DEADLINES, AND BE AVAILABLE WHEN NEEDED.**

II. Terms & Conditions:

1. **SCOPE of CONTRACT:** The intention of this Request for Bid (RFB) for Hidalgo County is to receive bids for the moving of equipment on an **as needed basis** from Hidalgo County Administration Offices at 100 E. Cano, and to be delivered to the New Administration Building (fka K-Mart Building) at 2802 South Expressway 281, Edinburg, TX.
2. **TERM CONTRACT:** A short term contract will be executed and shall commence upon award of contract and expire on **December 31, 2007**.
3. **METHOD OF AWARD:** Award, if any, will be made to the lowest responsible bidder meeting all requirements as specified.
4. **PURCHASE ORDER:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. The Contractor must respond by supplying and/or delivering the parts. Failure to act in this manner may result in termination of this contract.
5. **REQUIRED DELIVERY:** Verbal Purchase Order's can be placed and shall be delivered to the department that same business day. Awarded contractor must be available when needed for delivery.

6. **DELIVERY SCHEDULE:** Under the direction of Hidalgo County Building and Grounds, Hidalgo County staff will also be assisting with the relocation of the following listed Departments, therefore changes in schedule may occur. Deliveries shall be made as scheduled to the addresses shown below including but not limited to the following:

PICK UP AND DELIVERY ADDRESSES.	FROM: Hidalgo County Administration Offices 100 E. Cano Edinburg, TX 78539	TO: New Hidalgo County Administration Building (fka K-Mart Building) 2802 S. Expressway 281, Edinburg, TX 78539.
SCHEDULE Monday thru Friday 8 am – 5 pm	Department Name:	Approximate number of people
April 30, 2007 to May 04, 2007	Hidalgo County Auto License	60
May 07, 2007 to May 11, 2007	Hidalgo County Tax Office	
May 14, 2007 to May 18, 2007	Hidalgo County Purchasing Department	22
May 21, 2007 to May 25, 2007	Hidalgo County Office of Budget and Management	16
May 29, 2007 to June 01, 2007	Hidalgo County Fire Marshall's Office	7
	Hidalgo County Veteran's Services	4
June 04, 2007 to June 08, 2007	Hidalgo County Auditor's Office	41
	Hidalgo County Treasurer	11

HIDALGO COUNTY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE.

7. **DELIVERY:** If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Hidalgo County.
8. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. Any price changes must be approved by Hidalgo County.
9. **Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- a. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b. Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c. Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- d. Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- e. Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

AI-2618

22.I.1.

**Service/Maintenance and Repair Agreement for Generators
CC REGULAR**

Date: 02/27/2007
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 enter into a service/maintenance and repair agreement (obtained through sealed quotes) for a one (1) year term with the sole vendor meeting all specifications and/or requirements for "Service/Maintenance and Repair Agreement for Generators" located at the Sheriff's Office in the amount of \$16,745.00 but in no event to exceed the statutory bid limit of \$25, 000.00.

BACKGROUND

1. Letter of recommendation
2. Quote tabulation

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-423-21-280-002-0-432

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$49,793.00 as of 2/22/07.

Attachments

Link: [scanned back up](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/22/2007 09:19 AM	APRV
2	Budget & Management	Dina Trevino	02/22/2007 10:29 AM	APRV
3	Dale Kennan	Dale Kennan	02/22/2007 10:46 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 10:30 AM	APRV
5	Court Administrator			NEW

Form Started By: Roli Flores

Started On: 02/21/2007 02:55 PM

Final Approval Date:




HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO: Mr. Roli Flores, Purchasing Agent
Hidalgo County Purchasing Department

FROM: Guadalupe "Lupe" Treviño
Hidalgo County Sheriff

By: Richard Ozuna, Lieutenant 

DATE: February 21, 2007

RE: RFSQ NO: 07-043-02-20-ROL Service/Maintenance and Repair
Agreement for Generators.

We have received and reviewed the quote tabulation submitted by your office reference RFSQ No. 07-043-02-20-ROL. The quote for Service Maintenance and Repair Agreement for Generators does meet our specifications. We are, therefore, requesting that Purchasing accept the proposed quote and placed on Commissioner's Court for approval.

For any additional information please contact Lieutenant Richard Ozuna telephone number (956) 393-6022.

HIDALGO COUNTY PURCHASING DEPARTMENT QUOTE TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Sheriff's Office (Adult Detention Center)

DUE DATE: February 20, 2007

OPENING TIME: 9:30 A.M.

DESCRIPTION OF RFSQ: "SERVICE/MAINTENANCE AND REPAIR AGREEMENT FOR GENERATORS"

RFSQ No: 07-043-02-20-ROL

	NAME OF COMPANY	TOTAL PRICE FOR ONE (1) YEAR SERVICE A,B,C	TECHNICIAN RATE
#2	Atlas Technologies	No Quote	
#3	Steward & Stevenson	No Quote	
#4			
#5			
#6			
#7			

License Agent Agreement between Hidalgo County and Texas Parks & Wildlife Department (TPWD)
CC REGULAR

Date: 02/27/2007
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: County Clerk

Agenda Item

CAPTION

Presentation for discussion, consideration and approval for a License Agent Agreement between Hidalgo County and Texas Parks & Wildlife Department (TPWD) permitting the County Clerk's Office to act as agent for TPWD in issuing licenses, endorsements and similar items to individuals (as authorized by TPWD Code Section 12.702).

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-40-180-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Salaries and fringes to be paid by County Clerk's Office (subject to change depending on license machine placement).

Attachments

Link: [Interlocal Agreement](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/21/2007 02:00 PM	APRV
2	Budget & Management	Dina Trevino	02/21/2007 03:16 PM	APRV
3	Dale Kennan	Dale Kennan	02/22/2007 10:32 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 10:28 AM	APRV
5	Court Administrator			NEW

Form Started By: Mary Maldonado
Started On: 02/21/2007 09:30 AM

Final Approval Date:



January 31, 2007

Agent ID: 4949
Hidalgo County Clerk'S Office
PO Box 58
Edinburg, TX 78540

COMMISSIONERS

JOSEPH B.C. FITZSIMONS
CHAIRMAN
SAN ANTONIO

DONATO D. RAMOS
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JOHN D. PARKER
LUFKIN

LEE M. BASS
CHAIRMAN-EMERITUS
FORT WORTH

ROBERT L. COOK
EXECUTIVE DIRECTOR


Dear License Agent:

Texas Parks and Wildlife Department (TPWD) is pleased to provide your new Agent Agreement effective March 1, 2007 through February 28, 2012. Please review this document thoroughly and sign page 8 and return pages 1 – 9. TPWD will then sign the document and send you a copy.

Section 3.2.2 has been revised to ease the burden in the event that a voided license didn't print. Although the Texas State Audit Office requires all voids to be returned to TPWD or the license agent will be charged for the void, it is recognized that many voids are due to printer error. TPWD will now accept a signed written statement with your Agent ID and document number in the event that the license did not print. We have also changed the due date for returning voided documents to 30 days after the void. This will provide a 15 day period for processing and agent review before documents are charged to agents.

The only other significant change to the license agreement is on Schedule 1. TPWD is excited to offer a new web based sales application. All hypercom equipment will be replaced with a thin client set up. The new set up will provide a sales screen with the advantages previously only offered to PC based agents. A 15" screen will help agents efficiently sell licenses to their customers. Hypercom agents will receive a letter in the near future with instructions to schedule their professional installation. PC based agents will be directed to a new URL address this summer.

TPWD values our relationship and looks forward to many years of continued success. If you have any questions regarding your renewal agent agreement, please contact Mary Flores at (512) 389-4891 or Tammy Schulle at (512) 389-4759.

Sincerely,

Kim Dudish
Manager, License Unit

KD:kd

Enclosures



Take a kid
hunting or fishing



Visit a state park
or historic site

TEXAS PARKS AND WILDLIFE DEPARTMENT
LICENSE AGENT AGREEMENT

Texas Parks and Wildlife Department (TPWD), a state agency located at 4200 Smith School Road, Austin, Texas 78744 and Hidalgo County (License Agent), also known as Hidalgo County Clerk'S Office located at 100 N Closner - 1st Floor, Edinburg, TX 78539, enter into this License Agent Agreement according to the following terms and conditions.

WHEREAS TPWD is authorized by law to issue licenses, endorsements and similar items to individuals and License Agent desires to act as agent for TPWD in issuing those items under the authority of Texas Parks and Wildlife Code Section 12.702; and

WHEREAS, under the authority of Section 12.703 of the Texas Parks and Wildlife Code, TPWD issues licenses through the use of an automated point of sale system or other methods when appropriate;

THEREFORE, TPWD and License Agent each for adequate consideration agree to the following:

1. **TERM:** This Agreement begins on March 1, 2007 and ends on February 28, 2012. The contract may be extended for up to an additional five year period. Any extensions shall be at the same terms and conditions, plus any approved changes.
2. **DEFINITIONS:** For the purposes of this Agreement the following terms have the following meaning:
 - 2.1. *Account Notification Date:* The date on which a notification is available to the License Agent of the amount to be withdrawn from the License Agent's electronic funds transfer account. (see Para. 3.1.7.3).
 - 2.2. *Contractor:* The business entity that TPWD contracts with for support of the TPWD Hunting and Fishing License Point of Sale System.
 - 2.3. *License Agent:* The individual or corporation entering into an agreement with TPWD to issue licenses, endorsements and other items authorized by TPWD.
 - 2.4. *License Funds:* All forms of currency including, but not limited to, cash, credit card charges, debit card charges, and checks received by License Agent for issuing TPWD items, except for License Agent's commission.
 - 2.5. *Other Funds:* All equipment lease fees that are due and payable to TPWD as set out in Schedule 1, all fees due TPWD for non-returned documents for all voids as set out in Para. 3.2.3, all fees for non-transfer of funds as set out in Para. 3.1.8.3, and the funds due TPWD as repayment for damaged and lost equipment as set out in Para. 3.5.2.
 - 2.6. *Sales Period:* The seven (7) calendar day period of sales prior to the Account Notification Date.
 - 2.7. *Scheduled Sweep Date:* The regularly scheduled day of the week in which funds are electronically withdrawn from License Agent account and deposited to TPWD. Whenever the Scheduled Sweep Date falls on a U.S. Federal Reserve holiday, the Scheduled Sweep Date shall be the next business day after the holiday.
3. **RESPONSIBILITIES OF LICENSE AGENT:** License Agent shall issue license, endorsements and other items authorized by TPWD to individuals at each License Agent sales outlet.

3.1. Fee Collection and Remittance: License Agent shall:

- 3.1.1. Collect from each individual only the fee for each license/item as established by law or TPWD regulation. License Agent understands that such fees may be changed by TPWD and that all changes will be communicated to License Agent.
- 3.1.2. Acknowledge that it is a material breach for License Agent to charge a customer an amount that is not authorized by this Agreement. Upon receiving a customer complaint that License Agent charged the customer an amount other than authorized under this Agreement, TPWD will investigate the complaint. If TPWD determines that such complaint is valid, TPWD may terminate this Agreement.
- 3.1.3. Collect all information from customers as required by the TPWD license system.
- 3.1.4. Issue license/items only in the form prescribed by or furnished by TPWD.
- 3.1.5. Accept payment from customers in the form of cash, check, debit card and credit card for purchase of any item sold under this Agreement, except when License Agent does not accept one of the above items in its usual course of business. License Agent is responsible for all charges or losses related to acceptance of any such form of payment.

3.1.6. Electronic Funds Transfer Account:

- 3.1.6.1. License Agent shall establish an electronic funds transfer (EFT) account with a financial institution with full EFT capability acceptable to the State Comptroller for the deposit of all License Funds received under this Agreement and for the deposit of all Other Funds due TPWD. License Agent shall furnish to TPWD at least five (5) business days prior to the beginning date of this Agreement all information pertaining to License Agent's EFT account as completed in the Agent Application. License Agent shall provide TPWD with two (2) weeks prior notice of changes to the EFT account. If changing EFT accounts, License Agent shall continue to fund prior EFT account for Scheduled Sweeps until the new account transfer is confirmed by TPWD.
- 3.1.6.2. License Agent authorizes TPWD to make automatic, periodic withdrawals from the License Agent's designated account at the financial institution listed in the License Agent Application. License Agent understands that withdrawals and/or adjustments will be electronically made in accordance with this Agreement and that all such transactions are governed by the rules and regulations of the National and Local Automated Clearing House (ACH) Associations and Texas Law.
- 3.1.6.3. License Agent agrees to authorize the financial institution to charge withdrawals from the account as indicated on the Account Notification made available to License Agent by TPWD. Adjusting entries to correct errors and to collect additional charges, which may include penalties, are also hereby authorized.

3.1.7. Scheduled Sweeps:

- 3.1.7.1. The full monthly lease payment for each piece of leased equipment will be swept by TPWD on the first Scheduled Sweep of each month. Upon cancellation of this Agreement, all remaining equipment payments may become due and payable to TPWD as per TPWD instructions.
- 3.1.7.2. The License Funds and all Other Funds due to TPWD shall be remitted according to the schedule set out in Schedule 1. License Agent understands and acknowledges that its failure to transfer License Funds in a timely manner is a material breach of this Agreement and may constitute theft of public funds, a criminal offense under Texas

Penal Code. License Agent understands and acknowledges that it holds all License Funds and Other Funds in trust for TPWD.

- 3.1.7.3. The Account Notification Date will be available to the License Agent two (2) business days prior to the Scheduled Sweep Date. The account notification will reflect sales of licenses, endorsements and other items occurring during the Sales Period. License Agent shall ensure that funds are available on or before each Scheduled Sweep Date. Any disputes must be communicated to TPWD within one business day prior to the scheduled sweep and the item in question will be placed on hold for further investigation. Valid disputes communicated after one business day but within forty five (45) calendar days will be reflected on a future sweep. Disputes after forty five (45) days may not be corrected.

3.1.8. Insufficient Funds:

- 3.1.8.1. License Agent shall provide the amount set out in the Account Notification of License Funds and Other Funds due TPWD, making it available for the EFT account transfer on Scheduled Sweep Date set out in Schedule 1 unless otherwise directed in writing by TPWD. License Agent acknowledges and agrees that it is a material breach of this Agreement to have insufficient funds in the EFT account available for transfer on Scheduled Sweep Dates.
- 3.1.8.2. If License Agent does not have sufficient funds in an EFT account for transfer on a Scheduled Date, TPWD may immediately terminate License Agent's ability to issue items through the point of sale system or other methods. TPWD may also require License Agent to pay the funds by cashier's check or money order. If License Agent fails to make payment of insufficient funds and the fee for non-transfer of funds within five (5) business days of demand by TPWD, License Agent acknowledges and agrees it is a material breach and TPWD may terminate this Agreement, may collect from any letter of credit provided under this Agreement, and may take further steps necessary to collect all funds owed TPWD.
- 3.1.8.3. Upon notice of insufficient funds in License Agent's EFT account on a Scheduled Date, License Agent will be assessed a penalty in an amount equal to five (5) percent of the amount of the funds due but not paid.

3.1.9. Letters of Credit:

- 3.1.9.1. If the License Agent fails to place sufficient funds in the EFT account for transfer on any three (3) Scheduled Dates during the term of this Agreement, the License Agent may be required to establish a letter of credit in an amount determined by TPWD but not to exceed the sales amount for the License Agent's peak quarter as determined by TPWD.
- 3.1.9.2. License Agent shall ensure that all letters of credit contain the correct wording and are on proper forms obtained from TPWD. The letters of credit must be effective for the full term of the Agreement. TPWD does not send a reminder letter for letter of credit renewals. Further, filing a claim on a letter of credit does not relieve License Agent from the responsibility of paying money owed under this Agreement. Any money collected as a result of a claim filed on a letter of credit will be deducted from monies owed by License Agent when the money is received by TPWD. License Agent shall pay any balance owed to TPWD, after any such deduction.
- 3.1.9.3. The financial institution issuing the letter of credit shall have "Tier 1 Capital" and be classified as "well capitalized" as defined by the FDIC. The FDIC's website is www.fdic.gov/individual/bank/index.html.

3.2. Returns/Voids:

- 3.2.1. In the normal issue of hunting and fishing licenses, errors may occur due to clerical errors, mechanical errors (e.g. printer problems), purchase of wrong license, failure of the buyer to communicate current information on address, or other data related issues. The License Agent may void any license within forty-eight (48) hours without an authorization number from TPWD Headquarters. Subsequent to forty-eight (48) hours, but within thirty (30) calendar days, the License Agent must request an authorization number from TPWD Headquarters in order to void a license. After thirty (30) calendar days, the License Agent cannot void a license.
- 3.2.2. All License Agents are required to mail (or hand deliver) all documents that are voided to TPWD. License Agents may obtain a listing of their returnable documents under the "reports" menu selection for reconciliation purposes. If a license does not print out, the License Agent shall provide written documentation stating the license did not print referencing the store Agent ID number and the document number, TLC number, or transaction number as a substitute for the returnable document/void. The returnable document/void or, when not available, the written documentation, must be returned to TPWD within thirty (30) calendar days unless prior written approval from TPWD has been given. All original voided licenses shall be returned to TPWD License Section-Returnable Documents at 4200 Smith School Road Austin, TX 78744.
- 3.2.3. After forty-five (45) calendar days TPWD will charge License Agent for all voided documents not returned. License Agents must review the returnable documents report on a regular basis and contact TPWD prior to forty-five (45) days to dispute an item. Once the License Agent has been charged, TPWD cannot reverse the charge. License Agent agrees that funds owing TPWD for the amount of the full retail value of unreturned documents may be charged to the License Agent
- 3.3. **Staff:** License Agent shall maintain staff that is adequately trained in the maintenance and use of the point of sale equipment. License Agent shall ensure that all staff that sell licenses to the public have a general knowledge of the license types available for sale and general knowledge of laws and regulations that apply to each license.
- 3.4. **Sales Commission:**
- 3.4.1. License Agent will be paid a commission on sales made by License Agent on the point of sale equipment or through a call to the point of sale Telephone Sales Center. The sales commission for this Agreement shall be five percent (5%) of sales price for each item. The sales commission established herein is subject to change by rule or statute without requiring an amendment to this Agreement.
- 3.4.2. License Agent shall provide their Federal Tax Identification number to TPWD.
- 3.5. **Equipment and Supplies:** License Agent shall:
- 3.5.1. Pay monthly lease fees in the amounts set out in Schedule 1 for any equipment requested by License Agent.
- 3.5.2. Safeguard all equipment and supplies provided. License Agent shall at a minimum provide a secure area for all equipment and supplies provided under this Agreement that prevents unauthorized access or damage. License Agent agrees to pay TPWD for all damages to any property supplied to it by TPWD or contractor that is caused by License Agent actions or inactions. The parties agree that compensation for damaged, lost, stolen or destroyed equipment will be based on the cost of replacement or repair of the equipment or supplies as determined by TPWD. License Agent agrees to maintain at its cost reasonable and customary property insurance on the equipment and supplies provided under the terms of this Agreement. In the event that License Agent receives funds for reimbursement from insurance for any loss or damage to equipment or supplies furnished by TPWD or contractor under this Agreement, License Agent shall immediately transfer any such funds to TPWD.

- 3.5.3. Setup and install all equipment in accordance with instructions supplied with the equipment.
- 3.5.4. License Agent shall not dispose, lend or otherwise transfer possession of any equipment furnished under this Agreement to another party.
- 3.5.5. Be responsible for all costs and coordination related to necessary phone line installation, maintenance and usage. License Agent is responsible for connecting all license sales terminals to necessary telephone lines and shall ensure that the telephone line is active and in good repair. Failure of License Agent to keep all terminals connected to necessary telephone lines that are active and in good working order is a material default and TPWD may terminate the Agreement. At the License Agent's expense, high speed internet connection may be used in lieu of the phone line.
- 3.5.6. Maintain adequate supplies of paper, ribbons and other consumables. TPWD may limit the quantities of supplies provided at no charge to License Agent based on sales statistics or other relevant data.
- 3.5.7. Ensure that printer ribbons are destroyed in a manner that prevents loss or theft of TPWD information imprinted on used ribbons.
- 3.5.8. Notify TPWD and/or contractor immediately if any unauthorized user obtains access to the point of sale equipment and/or license sales system. Until TPWD and/or contractor receives such notification, the License Agent understands and agrees that the License Agent shall continue to be responsible to pay for all transactions that are processed through the License Agent's equipment.

3.6. License System Data:

- 3.6.1. The data contained in the License System Equipment (also referred to as Automated System or POS) was obtained by TPWD through a written agreement with the Texas Department of Public Safety. The License System Equipment data is intended only for use by TPWD and its agents in carrying out TPWD's functions as a governmental entity, and may not be used for any other purpose. License Agent is a private entity acting on behalf of TPWD, and may only use the License System Equipment data when operating under the terms of this Agreement. Further, License Agent's access to the License System Equipment data is not considered a resale or re-disclosure of the information under the Motor Vehicle Records Disclosure Act.
- 3.6.2. License System Equipment data may only be used for transactions specifically authorized by the Agreement. License Agent, its agents or employees may not use information contained in the License System Equipment for any other purpose. Use of the License System Equipment data by License Agent, its agents or employees for any purpose not authorized by the Agreement is a material breach of the Agreement and TPWD may terminate this Agreement immediately upon discovery of any such unauthorized use.

3.7. Equipment Problems: License Agent equipment problems can be resolved by contacting contractor's Help Desk @ 1-866-852-8793.

- 3.7.1. If equipment problems are not resolved over the phone and replacement equipment is warranted, contractor will provide replacement to License Agent with a pre-paid equipment return/shipping label for returning the defective items.
- 3.7.2. Upon receipt of broken or damaged equipment replacements, License Agent shall use return mail label supplied by TPWD or contractor to return broken parts and damaged or malfunctioning equipment within forty-eight (48) hours of receiving the replacement. TPWD will continue to bill License Agent for equipment until equipment is returned.

- 3.7.3. When replacement equipment is not warranted, License Agent will coordinate with contractor to register the reported problems and contractor will provide the License Agent with a "remedy ticket number". The remedy ticket number will be used to track the status of equipment repairs.
- 3.7.4. When terminating the License Agent Agreement, contractor shall provide License Agent with a pre-paid equipment return/shipping label for returning the items held. TPWD will continue to bill License Agent for equipment until equipment is returned.
- 3.7.5. License Agent can track equipment returned to contractor by accessing www.ups.com and entering the tracking number or by calling 1-800-742-5877 or www.track.dhl-usa.com and entering the tracking number.
- 3.8. **Security Deposit:** License Agent shall submit a security deposit in the amount and in the manner set out in Schedule I. If no initial deposit is required, during the term of this Agreement, TPWD may send written notice to License Agent that a deposit will be required. License Agent shall submit a security deposit within thirty (30) calendar days after receipt of the written notice to TPWD at 4200 Smith School Road, Austin, Texas 78744 in the amount and manner set out in the notice. Any security deposit submitted to TPWD under this subparagraph will be returned to License Agent upon conditions and in the manner set out in Schedule I.
- 3.9. **Recordkeeping:** License Agent shall:
- 3.9.1. Retain, and make available to TPWD upon request, a copy of each dealer receipt for every sale made by License Agent under the terms of this Agreement for at least three (3) years following the end of the calendar year during which the sale was completed. Failure to retain and promptly return dealer receipts to TPWD upon request may be grounds for termination of the Agreement.
- 3.9.2. Allow employees or representatives of TPWD or Texas State Auditor's Office access to License Agent's records related to this Agreement during normal business hours. After prior notice and/or upon request by TPWD, License Agent shall mail requested records to TPWD at 4200 Smith School Road, Austin, Texas 78744. Further, License Agent will allow TPWD and/or Texas State Auditor's Office access to its records for at least three (3) years following termination of this Agreement. Failure of License Agent to allow access to or provide records as required under this Agreement is a material breach.
- 3.10. **Promotional/Educational Products:** License Agent shall:
- 3.10.1. Assist TPWD by promoting new products, discount packages and other promotions as requested by TPWD.
- 3.10.2. Accept delivery of TPWD's Outdoor Annual and other educational/instructive materials as requested by TPWD and then distribute a copy to license customers as instructed by TPWD. If License Agent has more than fifty (50) license sales outlets, TPWD will send educational/instructive materials to a single location designated by the License Agent.
- 3.11. **Other Requirements:** License Agent shall:
- 3.11.1. Furnish to TPWD or contractor without undue delay, all information reasonably necessary to fulfill any requirement of this Agreement.
- 3.11.2. Allow authorized employees or representatives of TPWD access to License Agent's premises during normal hours of business and, upon notification, at other agreed times to install, repair, maintain, and remove equipment.
- 3.11.3. Be responsible for its actions and those of its employees, officers, agents and visitors and indemnify and hold TPWD harmless from any claim or legal action, resulting damages, costs

and expenses that may be incurred by TPWD as a result of direct or indirect actions of License Agents, its employees, officers, agents or visitors.

3.11.4. Implement and follow all rules and procedures provided in writing to License Agent.

4. **TPWD RESPONSIBILITIES:** TPWD will:

- 4.1. Establish a contact person to coordinate and to help resolve any issues between contractor and License Agent expeditiously and fairly. Provide training aids for License Agent and employees.
- 4.2. Ensure that contractor or TPWD maintains a help desk to provide assistance to License Agent.
- 4.3. Provide assistance to accomplish equipment repair and/or replacement of malfunctioning equipment.
- 4.4. Provide account notifications prior to sweeping funds from License Agent's account(s).
- 4.5. Provide supplies and materials needed to perform duties under this Agreement such as receipt paper, license stock and license printer ribbons.
- 4.6. Allow License Agent to retain a commission for sales.

5. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

6. **FORCE MAJEURE:** None of the parties shall be considered in default of their obligations hereunder (except the payment of money, which shall not be excused) if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, failure or delay of transportation, or such other causes as are beyond such party's control. The burden of proof for the need of such relief shall rest upon the License Agent. To obtain release based on force majeure, License Agent shall file a written request with TPWD.

7. **WAIVERS:** License Agent understands that the terms of this Agreement are subject to change upon prior notice by TPWD. The Parties agree that any waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent or prior breach.

8. **ASSIGNMENT:** License Agent may not transfer or assign any part or the whole of this Agreement. Equipment must be returned and may not be transferred or assigned due to change in ownership.

9. **DISPUTES:** The parties shall attempt to resolve all disputes arising from this Agreement but to the extent that it is applicable and not preempted by other law, those disputes not resolved shall follow the dispute resolution process provided for in Texas Government Code, Title 10, Chapter 2260.

10. **SPECIAL CONDITIONS:** TPWD may cancel this Agreement without penalty should subsequent law necessitate cancellation. Nothing in this Agreement is intended to waive any sovereign immunity to which TPWD is entitled under law.

11. **TERMINATION:** Either party may terminate this Agreement with a minimum of thirty (30) calendar days written notice. TPWD may terminate this Agreement immediately, without notice, for License Agent's breach or failure to perform, including those acts or omissions identified herein as a material breach. Upon termination of this Agreement the License Agent shall:

- 11.1. Within ten (10) calendar days following termination return all equipment or other property owed to TPWD or TPWD's contractor as instructed by TPWD (See Para. 3.7); and
- 11.2. Remit all monies due to TPWD, no later than the next regularly Schedule Sweep Date following the date of termination; and

11.3. Upon request, provide TPWD or its designee reasonable opportunity to enter License Agent's property to remove all equipment supplied to License Agent under this Agreement including, but not limited to, all equipment listed on Schedule 1, attached hereto and included herein for all purposes by this reference.

12. **RIGHT TO AUDIT:** License Agent understand that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD, or any successor agency to conduct an audit or investigation in connection with those funds. License Agent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. License Agent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

13. **NOTICES:** All notices given by any party or required under this Agreement shall be in writing and addressed and delivered to the relevant party or parties at the following locations:

Texas Parks and Wildlife Department
Attention: License Issuance Lead
4200 Smith School Road
Austin, Texas 78744

Hidalgo County
Attention: Navarro, Guadalupe
PO BOX 58
EDINBURG, TX 78540

14. **TPWD CONTRACTOR:** The TPWD contractor for the hunting and fishing license point of sale system is:

Verizon Business.
1-866-852-8793.

15. **COMPLETE AGREEMENT:** This Agreement and the attached Schedule 1 represent the complete Agreement and understanding of the parties with respect to the subject matter herein, and supersede any other understanding, written or oral. This Agreement may only be revised by written amendment. All such amendments are subject to the terms and conditions of this Agreement not specifically amended thereby.

16. **AUTHORITY TO BIND:** The signatories to this Agreement represent and warrant that they have the authority to enter into this Agreement and that they have authority to bind the entity on whose behalf they execute this Agreement.

Agent ID: 4949

License Agent Signature

Printed Name: _____

Title: _____

Date: _____

State Taxpayer ID: _____

Federal Tax ID: _____

Texas Parks and Wildlife Department

Title: Director of Purchasing, Contracts and
Distribution Services

Date: _____

Schedule 1
Rates and Schedules for Agreement No. 600602
Between TPWD and Hidalgo County (License Agent)

1. **Equipment/Rates:** TPWD has provided the following equipment to License Agent:
 - 1.1. **1 License Printer** to use with **Personal Computer Setup, Kit A** (Personal Computer supplied by License Agent) at an annual lease fee of \$0 due to license agent being a government entity.
 - 1.2. **0 License Terminal & License Printer Setup** at an annual lease fee of \$0 due to license agent being a government entity.
2. **Security Deposit:** A security deposit (\$75 PC Kit and \$150 Thin Client Kit) is required on all new equipment setups, except as otherwise set out herein (see Agreement, Para. 3.8). A security deposit submitted for equipment will be returned to License Agent within thirty (30) days after TPWD receives the original equipment, or replacement equipment for any original equipment that has been replaced, that is in good condition except for ordinary wear and tear. TPWD will keep License Agent's security deposit if original or replacement equipment is not returned in good condition except for ordinary wear and tear to TPWD, or TPWD's contractor as instructed by TPWD, within thirty (30) days following the termination date of the Agreement or within thirty (30) days of the date of receipt of written notice by TPWD to return the equipment, whichever is earlier. TPWD reserves the right to keep License Agent's security deposit to recompense for those monies not remitted under 11.2 of the Agreement.
3. **Scheduled Sweeps:**
 - 3.1. Account Notification Date will occur on Monday each week. Whenever the Account Notification Date falls on a U.S. Federal Reserve holiday, the Account Notification Date will be the next business day after the holiday. The Scheduled Sweep Date shall occur two (2) business days subsequent to the Account Notification Date. (See Agreement, Para. 3.1.7).

AI-2643

23.A.

**Pct 1 - R&B Salary Adjustments
CC REGULAR**

Date: 02/27/2007
Submitted By: Veronica Ramirez, COMM. PCT. #1
Submitted For: Noe Montez
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Agenda Item

CAPTION

Precinct 1- R&B

1. Discussion, consideration and approval of budgeted salary adjustment to slots 121-005-043,121-005-045, 121-005-052,121-005-059 due to additional duties (GASB)
2. Approval of revised salary schedule

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7- 1201-431-00-121-005-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding pending approval. RC

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 11:27 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/22/2007 04:35 PM	APRV
3	Dina Trevino	Dina Trevino	02/23/2007 10:31 AM	APRV
4	Purchasing Department	Marty Salazar	02/23/2007 01:58 PM	APRV
5	Auditor's Office	Linda Fong	02/24/2007 10:41 AM	APRV
6	Court Administrator			NEW

Form Started By: Veronica Ramirez

Started On: 02/21/2007 04:46 PM

Final Approval Date:

**HIDALGO COUNTY
PRECINCT ONE**

Job Title: Budget Manager

FLSA Status: Exempt

Dept No: 121-005

Civil Service Status: Non-Exempt

SUMMARY:

Reports to County Commissioner and the Chief Administrator. Researches, locates and secures all types of funding for the precinct. Responsible for daily analysis of department budget and revenues. Must have the ability to prioritize work. Shall perform all other duties as directed by the County Commissioner or by the Chief Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists in the preparation of the annual budget bases on estimated revenue, expense reports and past budget number;
- Prepare daily analysis and reports of departmental budgets and revenues;
- Reviews operating budget periodically to analyze trends affecting budget needs;
- Reviews expenditures of departments to ensure compliance with budget;
- Collects and maintains records of actual operating expenses to compare with estimated budget;
- Contributes to team effort by performing other duties as assigned;
- Must have excellent writing and communication skills;
- Must have knowledge of computers and spreadsheet;
- Regular attendance is a must;

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual 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;

EDUCATION and/or EXPERIENCE:

- High School Diploma or GED;
- Bachelor degree in Business, Public Administration or six (6) years of governmental budgeting experience;
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:

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

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tool, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

Maintain mental capacity which permits:

- Making sound decisions and using good judgment;
- Maintaining confidentiality;
- Demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- Working closely with others;
- Working in 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's safety regulations.

HIDALGO COUNTY
COMMISSIONER SYLVIA S. HANDY
PCT. 1

NEW POSITION TITLE	NEW SLOT #			TOTAL SALARY
Budget Manager	005-062			*\$65,000.00

*Proposed funding source - Pct. 1 Road & Bridge Fund

**HIDALGO COUNTY
2007 SALARY SCHEDULE**

COMMISSIONERS' COURT REPORT
Account Number: 1201-431-00-121-005-0
Department Name: PCT.1 P/U RD

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	113	MAINTENANCE III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
2	113	MAINTENANCE I	\$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
3	113	ASST FIELD/OP DIR	\$36,232.00	\$0.00	\$36,232.00	0	\$0.00	\$0.00	\$36,232.00	\$36,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,232.00
4	113	HEAVY EQ OP II	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$26,781.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,781.00
5	113	DATA ENTRY CLERK	\$19,661.00	\$0.00	\$19,661.00	0.0675	\$1,327.00	\$0.00	\$20,988.00	\$20,988.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,988.00
6	113	TRCK DRIVER I	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
7	113	HEAVY EQ OP III	\$25,092.00	\$0.00	\$25,092.00	0.0675	\$1,694.00	\$0.00	\$26,786.00	\$26,786.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,786.00
8	113	HEAVY EQUIPMENT OPERATOR III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
9	113	Maintenance I	\$24,146.00	\$0.00	\$24,146.00	0.0675	\$1,630.00	\$0.00	\$25,776.00	\$25,776.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,776.00
10	113	MAINTENANCE II	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$26,781.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,781.00
11	113	TRUCK DRIVER III	\$21,061.00	\$0.00	\$21,061.00	0.0675	\$1,422.00	\$517.00	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00
12	113	MAINTENANCE II	\$23,009.00	\$0.00	\$23,009.00	0.0675	\$1,553.00	\$0.00	\$24,562.00	\$24,562.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,562.00
13	113	TRUCK DRIVER III	\$23,443.00	\$0.00	\$23,443.00	0.0675	\$1,582.00	\$0.00	\$25,025.00	\$25,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,025.00
14	113	TRCK DRVER III	\$22,114.00	\$0.00	\$22,114.00	0.0675	\$1,493.00	(\$607.00)	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,000.00
15	113	HEAVY EQ OP II	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$26,781.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,781.00
16	113	TRCK DRIVER I	\$22,114.00	\$0.00	\$22,114.00	0.0675	\$1,493.00	\$0.00	\$23,607.00	\$23,607.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,607.00
17	113	HEAVY EQUIPMENT OPERATOR III	\$22,114.00	\$0.00	\$22,114.00	0.0675	\$1,493.00	\$0.00	\$23,607.00	\$23,607.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,607.00
18	113	HEAVY EQ OP I	\$21,061.00	\$0.00	\$21,061.00	0.0675	\$1,422.00	\$0.00	\$22,483.00	\$22,483.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,483.00
19	113	HEAVY EQ OP I	\$20,640.00	\$0.00	\$20,640.00	0.0675	\$1,393.00	\$0.00	\$22,033.00	\$22,033.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,033.00
20	113	ADMINISTRATIVE SECRETARY	\$32,960.00	\$0.00	\$32,960.00	0.045	\$1,483.00	\$0.00	\$34,443.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		DELETE														
21	113	FIELD OPER DIR	\$50,830.00	\$0.00	\$50,830.00	0.03	\$1,525.00	\$0.00	\$52,355.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	113	TRCK DRIVER III	\$23,009.00	\$0.00	\$23,009.00	0.0675	\$1,553.00	\$0.00	\$24,562.00	\$24,562.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,562.00
23	113	MAINTENANCE III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
24	113	HEAVY EQ OP I	\$21,859.00	\$0.00	\$21,859.00	0.0675	\$1,475.00	\$0.00	\$23,334.00	\$23,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,334.00
25	113	HEAVY EQ OP II	\$27,254.00	\$0.00	\$27,254.00	0.0675	\$1,840.00	\$0.00	\$29,094.00	\$29,094.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,094.00
26	113	CLERK/RECEPTIONIST	\$25,235.00	\$0.00	\$25,235.00	0.0675	\$1,703.00	\$0.00	\$26,938.00	\$26,938.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,938.00
27	113	A/P CLERK	\$29,868.00	\$0.00	\$29,868.00	0.0675	\$2,016.00	\$0.00	\$31,884.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	113	HEAVY EQUIPMENT OPERATOR III	\$24,348.00	\$0.00	\$24,348.00	0.0675	\$1,643.00	\$0.00	\$25,991.00	\$25,991.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,991.00
29	113	ADMINISTRATIVE ASSISTANT	\$52,960.00	\$0.00	\$52,960.00	0.03	\$1,589.00	\$0.00	\$54,549.00	\$54,549.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,549.00
30	113	EXECUTIVE ASST	\$32,715.00	\$0.00	\$32,715.00	0.045	\$1,472.00	\$0.00	\$34,187.00	\$34,187.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,187.00
31	113	TRF CTRL SPC I	\$28,840.00	\$0.00	\$28,840.00	0.0675	\$1,947.00	\$0.00	\$30,787.00	\$30,787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,787.00
32	113	MAINTENANCE I	\$19,330.00	\$0.00	\$19,330.00	0.0675	\$1,305.00	\$0.00	\$20,635.00	\$20,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,635.00
33	113	HEAVY EQUIPMENT OPERATOR I	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
34	113	TRUCK DRIVER III	\$21,859.00	\$0.00	\$21,859.00	0.0675	\$1,475.00	\$0.00	\$23,334.00	\$23,334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,334.00
35	113	TRCK DRIVER III	\$19,658.00	\$0.00	\$19,658.00	0.0675	\$1,327.00	\$2,015.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**HIDALGO COUNTY
2007 SALARY SCHEDULE**

COMMISSIONERS' COURT REPORT
Account Number: 1201-431-00-121-005-0
Department Name: PCT.1 P/U RD

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	
36	113	MECHANIC II	\$27,948.00	\$0.00	\$27,948.00	0.0675	\$1,886.00	\$0.00	\$29,834.00	\$29,834.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,834.00
37	113	HEAVY EQUIPMENT OPERATOR III	\$19,658.00	\$0.00	\$19,658.00	0.0675	\$1,327.00	\$0.00	\$20,985.00	\$20,985.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,985.00
38	113	MAINTENANCE I	\$19,330.00	\$0.00	\$19,330.00	0.0675	\$1,305.00	\$0.00	\$20,635.00	\$20,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,635.00
39	113	MAINTENANCE I	\$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
40	113	OFFICE MANAGER	\$40,000.00	\$0.00	\$40,000.00	0.045	\$1,800.00	\$0.00	\$41,800.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00
41	113	MECHANIC I	\$26,119.00	\$0.00	\$26,119.00	0.0675	\$1,763.00	\$0.00	\$27,882.00	\$27,882.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,882.00
42	113	MAINTENANCE III	\$26,292.00	\$0.00	\$26,292.00	0.0675	\$1,775.00	\$0.00	\$28,067.00	\$28,067.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,067.00
43	113	CHIEF ADMIN	\$65,000.00	\$0.00	\$65,000.00	0.03	\$1,950.00	\$0.00	\$66,950.00	\$66,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,950.00
44	113	PAVING SUPVSR	\$33,386.00	\$0.00	\$33,386.00	0.045	\$1,502.00	\$0.00	\$34,888.00	\$34,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,888.00
45	113	INVENTORY COOR	\$39,000.00	\$0.00	\$39,000.00	0.045	\$1,755.00	\$0.00	\$40,755.00	\$40,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,755.00
46	113	SAFETY COORDIN	\$33,386.00	\$0.00	\$33,386.00	0.045	\$1,502.00	\$0.00	\$34,888.00	\$34,888.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,888.00
47	113	MECHANIC I	\$25,235.00	\$0.00	\$25,235.00	0.0675	\$1,703.00	\$0.00	\$26,938.00	\$20,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,890.00
48	113	SPECIAL PROJ COORD	\$34,459.00	\$0.00	\$34,459.00	0.045	\$1,551.00	\$0.00	\$36,010.00	\$36,010.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,010.00
49	113	COORDINATOR	\$39,000.00	\$0.00	\$39,000.00	0.045	\$1,755.00	\$0.00	\$40,755.00	\$40,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,755.00
50	113	SAFETY DIRECTOR	\$37,428.00	\$0.00	\$37,428.00	0.045	\$1,684.00	\$0.00	\$39,112.00	\$37,428.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,428.00
51	113	R.O.W. DIRECTOR	\$44,558.00	\$0.00	\$44,558.00	0.03	\$1,337.00	\$0.00	\$45,895.00	\$45,895.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,895.00
52	113	HR COORD	\$50,128.00	\$0.00	\$50,128.00	0.03	\$1,504.00	\$0.00	\$51,632.00	\$51,632.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,632.00
53	113	Maintenance III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
54	113	MAINTENANCE II	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
55	113	Maintenance III	\$29,310.00	\$0.00	\$29,310.00	0.0675	\$1,978.00	\$0.00	\$31,288.00	\$31,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,288.00
56	113	MAINTENANCE I	\$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
57	113	MAINTENANCE I	\$18,122.00	\$2,708.00	\$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
58	113	GRANTS SPECIALIST	\$29,113.00	\$0.00	\$29,113.00	0.0675	\$1,965.00	\$0.00	\$31,078.00	\$26,688.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,688.00
59	113	ACCOUNTANT	\$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
T060	121	ADM SEC	\$0.00	\$31,215.00	\$31,215.00	0	\$0.00	\$0.00	\$31,215.00	\$31,215.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,215.00
			\$1,704,502.00	\$33,923.00	\$1,738,425.00		\$94,795.00	\$1,925.00	\$1,835,145.00	\$1,646,253.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,646,253.00

NEW POSITION																
0061	113	BUDGET MANAGER	\$0.00	\$65,000.00	\$65,000.00	0	\$0.00	\$0.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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: Tuesday, February 27, 2007

Agenda Item: AI-2665

Summary of request/proposal: Pct 1 R&B is requesting to delete slot no. 121-005-0021 at \$52,355.00 and create Budget Manager Position slot no. 121-005-0061 and set salary at \$65,000.00 as of next full pay period (03-05-07).

Fund	Position	Slot#	Obj	Current Budgeted		Total Adjustment	
				Pay	Salary	Requested	Requested
1201	FIELD OPER. DIREC	0021	113	52,355.00		0.00	-52,355.00
1201	BUDGET MANAGER	0061	113	0.00		65,000.00	65,000.00
				52,355.00		0.00	12,645.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
7-1201-431-00-121-005-0-	113	PCT.1 P/U RD PERM F/T EMPLOYEES	10,464.83
7-1201-431-00-121-005-0-	211	PCT.1 P/U RD HEALTH INSURANCE	-
7-1201-431-00-121-005-0-	212	PCT.1 P/U RD LIFE INSURANCE	-
7-1201-431-00-121-005-0-	220	PCT.1 P/U RD FICA	800.56
7-1201-431-00-121-005-0-	230	PCT.1 P/U RD RETIREMENT	933.46
7-1201-431-00-121-005-0-	250	PCT.1 P/U RD UNEMPLOYMENT COMP	52.32
7-1201-431-00-121-005-0-	260	PCT.1 P/U RD WORKER'S COMP	60.70
2007 Budgetary Impact			12,311.87

2008 Budgetary Impact: N/A

Possible Funding Sources: FUND BALANCE

Budget Office Recommendation:

AI-2640

23.C.

**2007 Appropriation of Unreserved Fund Balance for Pct. 1
CC REGULAR**

Date: 02/27/2007
Submitted By: Veronica Ramirez, COMM. PCT. #1
Submitted For: Noe Montez
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Agenda Item

CAPTION

Precinct #1 - R & B
Appropriation of needed funds from Precinct 1 (1201) Unreserved Fund Balance to various Administration and Road & Bridge Accounts in the amount of \$154,450.00.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1201-431-00-121-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [2007 Budget Amendment Pct. #1](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 11:26 PM	APRV
2	Dale Kennan	Dale Kennan	02/22/2007 02:22 PM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 04:55 PM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 10:51 AM	APRV
5	Court Administrator			NEW

Form Started By: Veronica Ramirez **Started On:** 02/21/2007 04:34 PM

Final Approval Date:

DATE: February 27, 2007

AGENDA ITEM #: 2640

DEPARTMENT HEAD: COMMISSIONER SYLVIA HANDY

JE: _____

DEPARTMENT NAME: PCT #1 ROAD ADMINISTRATION
PCT #1 PAVED & UNPAVED ROADS

ACCOUNT NUMBER: 7-1201-431-00-121-00X-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
7- 1201- 431- 00- 121- 004- 0- 413	PCT.1 RD ADM-SURVEILLANCE & SECURITY	500.00
7- 1201- 431- 00- 121- 004- 0- 534	PCT.1 RD ADM-INTERNET	850.00
7- 1201- 431- 00- 121- 004- 0- 666	PCT.1 RD ADM-OTHER OFFICE FURNITURE	3,000.00
7- 1201- 431- 00- 121- 004- 0- 745	PCT.1 RD ADM-COMPUTER EQUIPMENT	6,700.00
7- 1201- 431- 00- 121- 004- 0- 748	PCT.1 RD ADM-OTHER EQUIPMENT	3,000.00
7- 1201- 431- 00- 121- 004- 0- 890	PCT.1 RD ADM-OTHER	3,000.00
7- 1201- 431- 00- 121- 005- 0- 339	PCT.1 P/U RD-OTHER PROFESSIONAL SERVICES	2,000.00
7- 1201- 431- 00- 121- 005- 0- 413	PCT.1 P/U RD-SURVEILLANCE & SECURITY	500.00
7- 1201- 431- 00- 121- 005- 0- 433	PCT.1 P/U RD-R&B R&M SERVICE	10,000.00
7- 1201- 431- 00- 121- 005- 0- 439	PCT.1 P/U RD-OTHER STRUCTURE R&M SERVICE	17,000.00
7- 1201- 431- 00- 121- 005- 0- 711	PCT.1 P/U RD-ROW ACQUIRED	30,000.00
7- 1201- 431- 00- 121- 005- 0- 742	PCT.1 P/U RD-HEAVY EQUIPMENT	7,900.00
7- 1201- 431- 00- 121- 005- 0- 748	PCT.1 P/U RD-OTHER EQUIPMENT	3,000.00
7- 1201- 431- 00- 121- 005- 0- 890	PCT.1 P/U RD-OTHER	62,000.00
7- 1201- 431- 00- 121- 005- 0- 622	PCT.1 P/U RD-R&B-ELECTRICITY	5,000.00
TOTAL BUDGET INCREASE -FUND 1201		154,450.00

REASON:

Appropriation of needed funds from Precinct 1 (1201) Unreserved Fund Balance to various Administration and Road & Bridge Accounts..

DEPARTMENT HEAD SIGNATURE

_____/_____/_____

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

2006 Budget Appropriations for Various Funds and/or Departments (1200, 1201, 1202... et al)
CC REGULAR

Date: 02/27/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Various Funds
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

- 2006 Budget Appropriations for the Various Funds and/or Departments as follows:
1. Approval of 2006 appropriation of funds for Road & Bridge County Wide Fund (1200) in the amount of \$29,733.70.
 2. Approval of 2006 appropriation of funds for Precinct 1 Administration & Road & Bridge (1201) in the amount of \$8,005.57.
 3. Approval of 2006 appropriation of funds for Precinct 2 Administration (1202) in the amount of \$849.17.
 4. Approval of 2006 appropriation of funds for Precinct 4 Administration & Road & Bridge (1204) in the amount of \$12,004.49.
 5. Approval of 2006 appropriation of funds for Precinct 1 Parks (1211) in the amount of \$13,938.19.
 6. Approval of 2006 appropriation of funds for Precinct 2 Parks (1212) in the amount of \$277.45.
 7. Approval of 2006 appropriation of funds for Precinct 4 Parks (1214) in the amount of \$1,024.15.
 8. Approval of 2006 appropriation of funds for District Attorney's Office-Bad Check Processing (1222) in the amount of \$7.12.
 9. Approval of 2006 appropriation of funds for County Clerk Records Management & Preservation (1237) in the amount of \$100.28.
 10. Approval of 2006 appropriation of funds for County Records Management & Preservation (1238) in the amount of \$14.43.
 11. Approval of 2006 appropriation of funds for Courthouse Security (1241) in the amount of \$13,418.43.
 12. Approval of 2006 appropriation of funds for Contributions Fund-GC Sec 25.00211 (1243) in the amount of \$553.08.
 13. Approval of 2006 appropriation of funds for the Tax Office (1246) in the amount of \$23.62.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** Various Fund Balances
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
See attached for fund numbers.

Attachments

- Link: [BA 1200](#)
- Link: [BA 1201](#)
- Link: [BA 1202](#)
- Link: [BA 1204](#)
- Link: [BA 1211](#)
- Link: [BA 1212](#)
- Link: [BA 1214](#)
- Link: [BA 1222](#)
- Link: [BA 1237](#)
- Link: [BA 1238](#)
- Link: [BA 1241](#)
- Link: [BA 1243](#)
- Link: [BA 1246](#)

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

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 08:41 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/22/2007 03:23 PM	APRV
3	Dina Trevino	Dina Trevino	02/22/2007 10:48 PM	APRV
4	Purchasing Department	Marty Salazar	02/23/2007 01:52 PM	APRV
5	Auditor's Office	Linda Fong	02/26/2007 08:46 AM	APRV
6	Court Administrator			NEW

Form Started By: Dale Kennan

Started On: 02/21/2007 11:37 AM

Final Approval Date:

DATE: February 21, 2007

2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Various Departements within the Road & Bridge County Wide Fund (1200)

ACCOUNT NUMBER: 6-1200-4XX-XX-XXX-0XX-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1200-415-21-170-004-0-211	CO AUDITOR-HEALTH INSURANCE	594.50
6-1200-415-21-170-004-0-250	CO AUDITOR-UNEMPLOYMENT COMP	22.96
6-1200-431-00-115-041-0-113	ROAD ADM-PERM F/T EMPLOYEES	1,223.98
6-1200-431-00-115-041-0-211	ROAD ADM-HEALTH INSURANCE	315.93
6-1200-431-00-115-041-0-220	ROAD ADM-FICA	42.27
6-1200-431-00-115-041-0-230	ROAD ADM-RETIREMENT	118.47
6-1200-431-00-115-041-0-250	ROAD ADM-UNEMPLOYMENT COMP	63.07
6-1200-431-00-115-041-0-260	ROAD ADM-WORKERS COMP	6.93
6-1200-431-00-115-042-0-211	COLONIA ACCESS PRG-HEALTH INSURANCE	384.00
6-1200-431-00-115-042-0-230	COLONIA ACCESS PRG-RETIREMENT	8.38
6-1200-431-00-115-042-0-250	COLONIA ACCESS PRG-UNEMPLOYMENT COMP	62.48
6-1200-431-00-120-001-0-820	P/U ROADS-JUDGEMENTS & DAMAGES	19,556.98
6-1200-431-00-121-014-0-211	PCT.1 COLONIA-HEALH INSURANCE	384.00
6-1200-431-00-121-014-0-230	PCT.1 COLONIA-RETIREMENT	5.45
6-1200-431-00-121-014-0-250	PCT.1 COLONIA-UNEMPLOYMENT COMP	43.88
6-1200-431-00-122-004-0-211	CO SHOP-HEALTH INSURANCE	1,920.00
6-1200-431-00-122-004-0-250	CO SHOP-UNEMPLOYMENT COMP	40.12
6-1200-431-00-122-004-0-260	CO SHOP-WORKERS COMP	2,464.67
6-1200-431-00-260-001-0-113	R-O-W DEPT-PERM F/T EMPLOYEES	2,283.10
6-1200-431-00-260-001-0-121	R-O-W DEPT-TEMP F/T EMPL	0.01
6-1200-431-00-260-001-0-220	R-O-W DEPT-FICA	105.03
6-1200-431-00-260-001-0-230	R-O-W DEPT-RETIREMENT	87.49
TOTAL BUDGET INCREASE (DECREASE)		\$ 29,733.70

REASON: To appropriate funding from fund 1200 fund balance, into Various 2006 accounts to clear negatives.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: February 21, 2007

2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for
Precinct 4 Road & Bridge (1204)

ACCOUNT NUMBER: 6-1204-431-00-124-00X-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1204-431-00-124-005-0-550	PCT.4 RD ADM-PRINTING & BINDING	25.08
6-1204-431-00-124-007-0-211	PCT.4 P/U RD-HEALTH INSURANCE	10,855.96
6-1204-431-00-124-007-0-250	PCT.4 P/U RD-UNEMPLOYMENT COMP	1,123.45
TOTAL BUDGET INCREASE (DECREASE)		\$ 12,004.49

REASON: To appropriate funding from fund 1204 fund balance, into Various 2006 accounts to clear negatives.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: February 21, 2007

2006

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for
Precinct 4 Parks (1214)

ACCOUNT NUMBER: 6-1214-452-00-124-009-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1214-452-00-124-009-0-211	PARKS PCT.4-HEALTH INSURANCE	805.00
6-1214-452-00-124-009-0-250	PARKS PCT.4-UNEMPLOYMENT COMP	70.65
6-1214-452-00-124-009-0-550	PARKS PCT.4-PRINTING & BINDING	148.50
TOTAL BUDGET INCREASE (DECREASE)		\$ 1,024.15

REASON: To appropriate funding from fund 1214 fund balance, into Various 2006 accounts to clear negatives.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**Water Service Application
CC REGULAR**

Date: 02/27/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: DPS
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of water service application with the City of Weslaco for water service to the Weslaco D.P.S. Office Building and approval of deposit in the amount of \$ 135.00

BACKGROUND

Under new lease agreement water bill is no longer included in rent. We must obtain a new acct. under the county for DPS.

A deposit is also required in the amount of \$ 135.00

Acct. #7-1100-421-00-115-027-0-890 (per Janie @ Auditors)
Transfer is on the consent agenda this wk.

Revenue & Expenditures

Attachments

Link: [application](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 10:34 PM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 01:58 PM	APRV
3	Auditor's Office	Linda Fong	02/26/2007 08:49 AM	APRV
4	Court Administrator			NEW

Form Started By: Monica Badillo

Started On: 02/22/2007 02:39 PM

Final Approval Date:

City of Weslaco Water Department

The City on the Grow"



SERVICE APPLICATION

REASON FOR APPLICATION: NEW ACCOUNT ACCOUNT UPDATE
TYPE OF SERVICE: SINGLE-FAMILY MULTI-FAMILY COMMERCIAL

NAME: Hidalgo Co. c/o Texas Dept. of Public Safety SSN/TIN 74-6000717 D.O.B. —

BUSINESS NAME (IF APPLICABLE): Hidalgo County DPS

SERVICE ADDRESS: 2812 S. Intl Blvd Weslaco TX 78596
STREET CITY STATE ZIP

MAILING ADDRESS: 1414 N. Bicentennial McAllen TX 78501
STREET/PO BOX CITY STATE ZIP

HOME PHONE (956) 984-5600 MOBILE () DRIVER'S LICENSE #

EMPLOYER NAME OCCUPATION

ADDRESS: BUS # ()
CITY STATE ZIP

PERSONAL REFERENCES

NAME	RELATIONSHIP	ADDRESS	PHONE#
(1)			
(2)			

CONFIDENTIALITY DISCLOSURE: Section 182.052(a) of the Texas Utility Code regulates the release of selected customer information by government-operated utilities. City of Weslaco customers can submit a request to prevent the release of their personal information including address, telephone number or social security number, as well as any information relating to the volume or units of utility usage or the amounts billed to or collected from you for utility usage. The City of Weslaco must still give out this information, if requested by any person or entity authorized by Section 182.054 of the Texas Utility Code, including federal and state agencies, other utilities, consumer reporting agencies, City of Weslaco Contractors, other governmental agencies and persons to whom a customer has contractually waived confidentiality. By checking the box below, you direct the City of Weslaco NOT to release your address, telephone number or social security number to entities not excluded by law.

I request that my personal information not be released.

I the undersigned hereby declare that I have read the foregoing application, that all statements made therein are complete and true to the best of my knowledge. I authorize the City of Weslaco to verify the information contained herein and to make such additional normal inquiries to be related to or associated with this application, to credit bureaus, employers and references. I also agree to pay the monthly statement that is due to the City of Weslaco for services rendered. If I fail to pay these services the City of Weslaco will add any collection costs including reasonable attorney fees to my balance.

Signature _____ Date 2/22/07

Monica
Here is the info ~~on~~ on the
Water they have already payed Jan Bill
& Feb Bill

City of Weslaco

956-968-3181

Deposit - \$135.00

Acct # 37-0005-05

acceptance of donation of boxes
CC REGULAR

Date: 02/27/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Buildings & Grounds
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Acceptance of donation of boxes from Temple-Inland Plant 44, Edinburg (885 boxes valued at \$ 784.98)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [backup for donation](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 10:25 PM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 01:58 PM	APRV
3	Auditor's Office	Linda Fong	02/26/2007 08:50 AM	APRV
4	Court Administrator			NEW

Form Started By: Monica Badillo

Started On: 02/22/2007 12:04 PM

Final Approval Date:

INVOICE

Temple-Inland

Temple-Inland
 1010 East Chapin Rd.
 Edinburg, TX 78541
 (956) 387-8100

Remit To: Dept CH 14227
 Palatine, IL 60055-4227

INVOICE DATE
 02/09/07

INVOICE NUMBER
 64832

SALEPERSON	TERMS	BILL OF LADING NO.	SHIPPED VIA	FOB
64	NET 30 DAYS	64832	OUR TRUCK	Prepaid

SOLD TO
 1006

SHIPPED TO

TEMPLE-INLAND PLT 44
 EDINBURG PLANT
 1010 E CHAPIN RD
 EDINBURG, TX 78541

HIDALGO COUNTY
 3100 S BUS 281
 EDINBURG, TX 78541

YOUR P.O. NO. OUR ORDER NO.	DESCRIPTION	QUANTITY SHIPPED	P/C	PRICE/PER	AMOUNT
DONATION 053051A	DONATION TO HIDALGO COUNTY SB 26X17X20 - QTY - 885 SF SHIP - 20247, LBS - 2210. TONS - 1.11 FILE #: 8768 @ \$882.00/M VALUE: \$784.98				

CLAIMS MUST BE MADE ON RECEIPT OF SHIPMENTS OTHERWISE NOT ALLOWED.

THIS IS YOUR INVOICE - MONTHLY STATEMENTS NOT RENDERED. IF LEGAL ACTION IS REQUIRED FOR COLLECTION OF THIS INVOICE. THE BUYER IS RESPONSIBLE FOR ALL LEGAL EXPENSES INCURRED.

GOODS COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH THE PROVISIONS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

PAY LAST AMOUNT SHOWN IN THIS COLUMN

ORIGINAL INVOICE

BILL OF LADING

Larry Garza

ORIGINAL

BILL OF LADING NUMBER
64832
DATE
02/09/07
11:45

FROM: TEMPLE-INLAND - 44

*Inland Paperboard and Packaging Inc.
387-9100*

*1010 E. Chapin St
Edinburg TX 78539*

SHIPMENT ID 12345678

S H I P T O
HIDALGO COUNTY
3100 S BUS 281
EDINBURG, TX 78541

HALES/PERSON	P.D.R.	CUSTOMER #	REAL #	TRAILER #	SHIP VIA
64	DEST/COLLECT	1006		915-728	PICKUP

SPECIAL INSTRUCTIONS

YOUR P.O. NO.	OUR ORDER NO.	NO. BLS.	AMT. PER BLS.	TOTAL PERS.	PKT.	DESCRIPTION	WEIGHT
	DONATION	5	150	885	C	SB 26X17X20	2210
	469901A	1	135				

Received, subject to the "Carrier Rate Agreement" or such other contract between the Shipper and Carrier in effect on the date of shipment, the property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as shown below. This Bill of Lading is not subject to any tariff or classification whether individually determined or filed with any federal or state regulatory agency except as specifically agreed to in writing by the Shipper and the Carrier, or except to the extent this is a rail shipment in which case it is subject to all the terms set forth in the Uniform Freight Classification then in effect.
If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ PER _____
CHECK THIS SHIPMENT CAREFULLY. IF SHIPMENT DOES NOT AGREE WITH THIS MANIFEST, NOTE DISCREPANCY ON RECEIPT BEFORE SIGNING.
PLEASE NOTIFY US IMMEDIATELY.

If charges are to be prepaid, write or stamp here To be Prepaid.

CPU

NO. OF PACKAGES	KIND OF PACKAGES, ARTICLES, SPECIAL MARKS OR EXCEPTIONS	WEIGHT (LBS. TO COB.)	CLASS OR RATE	NO. OF BLS. PER PKG.	KIND OF PACKAGES, DESCRIPTION OF ARTICLES, SPECIAL MARKS OR EXCEPTIONS	WEIGHT (LBS. TO COB.)	CLASS OR RATE
6	BOXES, FIBERBOARD, PAPER, PAPERBOARD OR PULPBOARD, NOT CORRUGATED, W/O WOODEN FRAMES, NCF (NMFC ITEM 28275 LTL; ITEM 28940, TL) (LFC 14050)	2210			SCRAP OR WASTE, NOT SORTED, NCI, MACHINE PRESSED (NMFC ITEM 18130, SUB B) (LFC ITEM 75601)		

per *[Signature]* Shipper Agent Per *[Signature]*

Permanent post-office address of shipper
1010 East Chapin Road, Edinburg, TX 78541
Tel: (866) 387-8100

Subject to Section 7 of conditions, of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

SIGNATURE OF CONSIGNEE

AI-2600
UPL
CC REGULAR

23.H.

Date: 02/27/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Indigent Health Care Program (UPL):

1. Discussion, consideration, and approval to transfer the following amounts to the County of Hidalgo Medicaid Supplemental Program Escrow Acct. No. 1 for Indigent Health Care expenditures:

check register 02-27-2007 amount not to exceed \$ 68,286.63

2. Approval of wire transfer to cover the claims to be paid

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 10:35 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/22/2007 01:16 PM	APRV
3	Budget & Management	Dina Trevino	02/22/2007 02:37 PM	APRV
4	Purchasing Department	Marty Salazar	02/22/2007 04:46 PM	APRV
5	Auditor's Office	Linda Fong	02/24/2007 11:16 AM	APRV
6	Court Administrator			NEW

Form Started By: Damaris San Miguel

Started On: 02/21/2007 11:21 AM

Final Approval Date:

AI-2556

23.I.

Restitution Center/Fleet Accident
CC REGULAR

Date: 02/27/2007
Submitted By: Aida Alvarez, SAFETY/WORKERS' COMP. DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

Requesting authority for Roy Quintanilha to sign the Court Order document on behalf of the Restitution Center to collect payments for the fleet accident damages in the amt. of \$651.40.

BACKGROUND

Fleet Accident - DOL: 07/16/05 - Installment Payments will be recieved into acct. # 7-1100-360-00-000-005-0-000

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/15/2007 04:50 PM	APRV
2	Purchasing Department	Marty Salazar	02/15/2007 04:50 PM	APRV
3	Auditor's Office	Linda Fong	02/24/2007 11:06 AM	APRV
4	Court Administrator			NEW

Form Started By: Aida Alvarez **Started On:** 02/15/2007 10:05 AM

Final Approval Date:

**Approval of the 2007 Rural Emergency Services Contracts
CC REGULAR**

Date: 02/27/2007
Submitted By: Yolanda Orozco, FIRE MARSHAL
Submitted For: Victor Fonseca, Jr.
Department: FIRE MARSHAL
Agenda Area: Budget and Management

Agenda Item

CAPTION

Fire Marshal's Office:
Discussion and approval of the following 2007 Rural Emergency Services Contracts:

- 1.) City of Alamo
- 2.) City of Edinburg
- 3.) City of Elsa
- 4.) City of Hidalgo
- 5.) City of La Villa
- 6.) City of Palmview
- 7.) City of Weslaco
- 8.) City of La Joya

BACKGROUND

The number of original copies submitted for signatures is as follows:

- 1.) City of Alamo (2 Copies)
- 2.) City of Edinburg (3 Copies)
- 3.) City of Elsa (1 Copy)
- 4.) City of Hidalgo (1 Copy)
- 5.) City of La Villa (1 Copy)
- 6.) City of Palmview (1 Copy)
- 7.) City of Weslaco (2 Copies)
- 8.) City of La Joya (2 Copies)

Revenue & Expenditures

FISCAL YEAR: ACCT. #: Various
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
See attached expense report for funding availability.

Attachments

Link: [2007 Exp Rpt-Obj 841](#)
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 03:14 PM	APRV
2	Dale Kennan	Dale Kennan	02/22/2007 09:08 AM	APRV
3	Purchasing Department	Marty Salazar	02/22/2007 09:13 AM	APRV
4	Auditor's Office	Linda Fong	02/24/2007 11:06 AM	APRV
5	Court Administrator			NEW

Form Started By: Yolanda Orozco **Started On:** 02/16/2007 01:17 PM
Final Approval Date:

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>
1100 GENERAL FUND						
7-1100-422-20-300-002-0-841 ALAMO FIRE DEPT.	80,000.00	.00	8,000.00	8,000.00	72,000.00	10.00
7-1100-422-20-300-003-0-841 ALTON FIRE DEPT.	125,000.00	.00	.00	.00	125,000.00	.00
7-1100-422-20-300-004-0-841 DONNA FIRE DEPT.	60,000.00	.00	4,000.00	4,000.00	56,000.00	6.67
7-1100-422-20-300-005-0-841 EDCOUCH FIRE DEPT.	40,000.00	.00	1,400.00	1,400.00	38,600.00	3.50
7-1100-422-20-300-006-0-841 EDINBURG FIRE DEPT.	150,000.00	.00	.00	.00	150,000.00	.00
7-1100-422-20-300-007-0-841 ELSA FIRE DEPT.	80,000.00	.00	.00	.00	80,000.00	.00
7-1100-422-20-300-008-0-841 HIDALGO FIRE DEPT.	9,000.00	.00	600.00	600.00	8,400.00	6.67
7-1100-422-20-300-009-0-841 LA JOYA FIRE DEPT.	50,000.00	.00	5,500.00	5,500.00	44,500.00	11.00
7-1100-422-20-300-010-0-841 LA VILLA FIRE DEPARTMENT	25,000.00	.00	1,400.00	1,400.00	23,600.00	5.60
7-1100-422-20-300-011-0-841 LINN-SAN MANUEL FIRE DEPT	65,000.00	.00	8,100.00	8,100.00	56,900.00	12.46
7-1100-422-20-300-012-0-841 MCALLEN FIRE DEPT	15,000.00	.00	2,700.00	2,700.00	12,300.00	18.00
7-1100-422-20-300-013-0-841 MERCEDES FIRE DEPT	50,000.00	.00	6,100.00	6,100.00	43,900.00	12.20
7-1100-422-20-300-014-0-841 MISSION FIRE DEPT	70,000.00	.00	4,400.00	4,400.00	65,600.00	6.29
7-1100-422-20-300-015-0-841 MONTE ALTO FIRE DEPT	60,000.00	.00	3,800.00	3,800.00	56,200.00	6.33
7-1100-422-20-300-016-0-841 PALMVIEW ALTO FIRE DEPT	115,000.00	.00	.00	.00	115,000.00	.00
7-1100-422-20-300-017-0-841 PHARR FIRE DEPT	10,000.00	.00	900.00	900.00	9,100.00	9.00
7-1100-422-20-300-018-0-841 SAN JUAN FIRE DEPT.	20,000.00	.00	3,500.00	3,500.00	16,500.00	17.50
7-1100-422-20-300-019-0-841 WESLACO FIRE DEPT.	95,000.00	.00	.00	.00	95,000.00	.00
1100 GENERAL FUND	1,119,000.00	.00	50,400.00	50,400.00	1,068,600.00	4.50
7 YEAR	1,119,000.00	.00	50,400.00	50,400.00	1,068,600.00	4.50

**Certification of WC Claims paid by TRISTAR RISK MANAGEMENT
CC REGULAR**

Date: 02/27/2007
Submitted By: Flora Vazquez, SAFETY/WORKERS' COMP. DIVISION
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

Workers' Compensation Self-Insurance (2202):
Approval of reimbursement to the Hidalgo County Workers' Compensation Claims account for claims paid by Tristar Risk Management in the amount of \$ 40,883.98 for the period of 01/16-31/2007 and requesting approval of wire transfer.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Certification of WC Claims paid by Tristar Risk Management](#)
Link: [Invoice and Breakdown by Organization](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/21/2007 10:34 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	02/22/2007 03:15 PM	APRV
3	Dina Trevino	Dina Trevino	02/22/2007 10:48 PM	APRV
4	Purchasing Department	Marty Salazar	02/23/2007 01:51 PM	APRV
5	Auditor's Office	Linda Fong	02/24/2007 11:15 AM	APRV
6	Court Administrator			NEW

Form Started By: Flora Vazquez

Started On: 02/21/2007 10:23 AM

Final Approval Date:

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: January 16-31, 2007.

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 40,883.98.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 314515 thru 314644) on behalf of injured employees from 01/16/2007 to 01/31/2007 :

- | | | |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County | \$ <u>28,297.71</u> |
| 2). | Hidalgo County Headstart Program | \$ <u>12,586.27</u> |
| 3). | Community Service Agency | \$ <u>00.00</u> |
| 4). | Hidalgo County Urban County Program | \$ <u>00.00</u> |
| 5). | Drainage District #1 | \$ <u>00.00</u> |

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 40,883.98

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of February 6, 2007.

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 270,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 229,116.02

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10th day of the following month.

Commissioner's Court Approval

Date

Tristar Risk Management No.2
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 68-0165539

February 1, 2007

Hidalgo County Workers Compensation Fund
100 E. Cano, 2nd Fl.
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 12778

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billing for losses paid 40,883.98
1/16/07 to 1/31/07 are in accordance with our contract with Hildago County Exhibit A,
dated July 1st. (Check#314515-314644)

TOTAL CURRENT CHARGES \$ 40,883.98

Previous Balance Due \$124,582.53

Payments and Credits

01/18/07 Payment received - thank you 46,126.72CR

Total Payments and Credits \$ 46,126.72CR

Total Balance Due \$119,339.79

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6682

HIDALGO COUNTY
WORKERS COMP.
2007 FEB 12 PM 2 23

Custom Payment Total

Hidalgo County Losses Paid 1/16/07 to 1/31/07

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total: 80										12,586.27
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total: 174										28,297.71
Grand Total: 254										40,883.98

HIDALGO COUNTY
WORKERS COMP.
2007 FEB 12 PM 2 23

Date: 02/27/2007
Submitted By: Rosie Luna, SAFETY/WORKERS' COMP. DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Discussion and action to authorize Sergio Reyes to sign for and submit the 2006 Texas Tier Two Report.
2. Discussion and action to authorize the Hidalgo County Auditor to prepare and issue a \$50.00 check made payable to: Tier Two Chemical Reporting Program, Budget ZZ109 Fund 180.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1100-419-50-115-059-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is \$460.00 as of 2/20/07.

Attachments

Link: [Tier Two Report for 2006](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/20/2007 07:29 AM	APRV
2	Dale Kennan	Dale Kennan	02/20/2007 04:37 PM	APRV
3	Dina Trevino	Dina Trevino	02/20/2007 10:40 PM	APRV
4	Dale Kennan	Dale Kennan	02/21/2007 01:30 PM	APRV
5	Purchasing Department	Marty Salazar	02/21/2007 02:01 PM	APRV
6	Auditor's Office	Linda Fong	02/24/2007 11:13 AM	APRV
7	Janie Lozano	Janie Lozano	02/26/2007 08:21 AM	APRV
8	Linda Fong	Linda Fong	02/26/2007 08:32 AM	APRV
9	Court Administrator			NEW

Form Started By: Rosie Luna **Started On:** 02/16/2007 03:21 PM

Final Approval Date:

CALENDAR YEAR 2006 ELECTRONIC FILING COVER SHEET FOR THE TEXAS TIER TWO REPORT

Please complete and mail this form with your filing fee & electronic Tier2 Submit data file on a floppy disk by March 1, 2007 to:

State Emergency Response Commission
c/o Texas Department of State Health Services ZZ109/180
PO Box 149200
Austin, TX 78714-9200

Please make checks payable to:
**Tier Two Chemical Reporting Program,
Budget ZZ109 Fund 180**

Please note that the Texas Department of State Health Services (DSHS) can only accept electronic Tier Two data files that have been prepared using the **Calendar Year 2006 version** of the U.S. Environmental Protection Agency's **Tier2 Submit software**. If your Local Emergency Planning Committee (LEPC) or your local fire department are not capable of accepting electronic Tier2 Submit data files, you must provide them with printed copies of your Tier2 Submit data.

Please complete this form using a computer or typewriter.

Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in the electronic file(s) on the floppy disk enclosed, and that based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name and Official Title of Authorized Representative:

Name SERGIO REYES Title SAFETY OFFICER

Signature (Required) _____ Date Signed _____

Data Processing Contact: SERGIO REYES Telephone: 956-318-2644

Contact Email Address: Sergio030982@aol.com No. of facilities on disk: 7

Check if **Trade Secret Data** is included on the Diskette(s): Yes

Check if Information is **identical to last year**: Yes

Please check one or more of the following boxes to appropriately describe your enclosed electronic Tier2 Submit data file:

- Annual Report for Calendar Year 2006** (requires submission of a filing fee)
- Initial Report** - a first time report for a new facility OR a Tier Two Report for hazardous chemicals that were not previously reported on the Calendar Year 2005 Annual Report (requires submission of a filing fee)
- Update Report** - a Tier Two Report that updates owner/operator and/or facility description information that has changed since the Calendar Year 2005 Annual Report was filed with the SERC (does NOT require submission of a filing fee)

In the spaces below, provide the name, address, and SIC or NAICS Code of the corporation, company, agency, or institution that operates the facility unless the facility is owned and operated by a sole proprietor. **Be sure to include this legal entity name as one of the Contacts in our Tier2 Submit data.**

Owner/Operator: HIDALGO COUNTY

Address: 100 EAST CANO

City/State/Zip: EDINBURG, TEXAS 78539 Telephone: 956-318-2644

Industry Classification Code: (Provide an SIC and/or NAICS Code) **SIC Code:** 9131 **NAICS Code:** 9211

Total Fee Enclosed: \$50.00 Check Number: _____ Check Date: _____

**Human Resources- Creation of (1) Admin Aide Position
CC REGULAR**

Date: 02/27/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Human Resources Dept
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Human Resources

1. Discussion and/ or action to decrease vacant slot # 190-002-0009 in the amount of \$18,408.
2. Approval to create (1) one Admin Aide position slot no. 190-002-0015 and set salary at \$20,000.
3. Approval of Revised Salary Schedule.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-50-190-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding pending CC approval. RC

Attachments

Link: [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	02/22/2007 10:36 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/23/2007 11:39 AM	APRV
3	Dina Trevino	Dina Trevino	02/23/2007 02:41 PM	APRV
4	Purchasing Department	Marty Salazar	02/23/2007 02:58 PM	APRV
5	Auditor's Office	Linda Fong	02/26/2007 09:50 AM	APRV
6	Court Administrator			NEW

Form Started By: Rosie Cantu

Started On: 02/22/2007 04:36 PM

Final Approval Date:

**HIDALGO COUNTY
2007 SALARY SCHEDULE**

COMMISSIONERS' COURT REPORT
Account Number: 1100-415-50-190-002-0
Department Name: HUMAN RESOURCES

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	112	H.R. DIRECTOR/CIVIL SERVICE SECRET.	\$71,163.00	\$7,137.00	\$78,300.00	0	\$0.00	\$0.00	\$78,300.00	\$78,300.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$86,300.00
0002	113	ADMINISTRATIVE ASSISTANT	\$30,900.00	\$4,100.00	\$35,000.00	0	\$0.00	\$0.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00
0003	113	HR SPECIALIST	\$25,750.00	\$4,250.00	\$30,000.00	0	\$0.00	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
								S/B - \$18,408.00	S/B \$50,000.00							
0009	113	CHIEF ADMINISTRATOR	\$66,416.00	\$0.00	\$66,416.00	0.03	\$1,992.00	\$0.00	\$68,408.00	\$68,408.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$72,008.00
0011	113	ADMIN AIDE	\$21,342.00	\$0.00	\$21,342.00	0.0675	\$1,441.00	\$0.00	\$22,783.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000.00
0012	113	EXECUTIVE ASST	\$19,228.00	\$25,772.00	\$45,000.00	0	\$0.00	\$0.00	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00
0013	113	SPECIAL PROJECTS COORDINATOR	\$35,000.00	\$0.00	\$35,000.00	0.045	\$1,575.00	\$0.00	\$36,575.00	\$36,575.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,575.00
0014	113	HR SPECIALIST	\$0.00	\$25,000.00	\$25,000.00	0	\$0.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
			\$269,799.00	\$66,259.00	\$336,058.00		\$5,008.00	\$0.00	\$341,066.00	\$336,283.00	\$0.00	\$0.00	\$0.00	\$11,600.00	\$0.00	\$347,883.00

NEW POSITION

0015	113	ADMIN AIDE	\$0.00	\$20,000.00	\$20,000.00	0	\$0.00	\$0.00	\$20,000.00	\$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: Tuesday, February 27, 2007

Agenda Item: AI-2674

Summary of request/proposal: The Human Resources Dept is requesting to decrease vacant slot #190-002-0009 in the amount of \$18,408.00 and create one Admin Aide position slot no. 190-002-0015 and set salary at \$20,000.00

Fund	Position	Slot#	Obj	Current Budgeted		Total Adjustment	
				Pay	Salary	Requested	Requested
1100	CHIEF ADMIN.	0009	113	68,408.00		50,000.00	-18,408.00
1100	ADMIN AIDE	0015	113	0.00		20,000.00	20,000.00
				68,408.00		50,000.00	1,592.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-415-50-190-002-0	113	HUMAN RESOURCES	PERM F/T EMPLOYEES	1,317.52
7-1100-415-50-190-002-0	211	HUMAN RESOURCES	HEALTH INSURANCE	3,446.07
7-1100-415-50-190-002-0	212	HUMAN RESOURCES	LIFE INSURANCE	27.31
7-1100-415-50-190-002-0	220	HUMAN RESOURCES	FICA	100.79
7-1100-415-50-190-002-0	230	HUMAN RESOURCES	RETIREMENT	117.52
7-1100-415-50-190-002-0	250	HUMAN RESOURCES	UNEMPLOYMENT COMP	6.59
7-1100-415-50-190-002-0	260	HUMAN RESOURCES	WORKER'S COMP	7.64
2007 Budgetary Impact				5,023.44

2008 Budgetary Impact: N/A

Possible Funding Sources: WITHIN DEPT./ DECREASE OF ONE SLOT AND LAPSED FUNDS (SALARIES)

Budget Office Recommendation:

**Inter Departmental Transfer - Co. Wide Adm to LRGVDC \$2,004.00
CC REGULAR**

Date: 02/27/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from County Wide Administration to LRGVDC in the amount of \$2,004.00.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Inter Departmental Transfer](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 10:37 PM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 01:59 PM	APRV
3	Auditor's Office	Janie Lozano	02/23/2007 03:00 PM	APRV
4	Janie Lozano	Janie Lozano	02/23/2007 03:54 PM	APRV
5	Linda Fong	Linda Fong	02/24/2007 08:16 AM	APRV
6	Court Administrator			NEW

Form Started By: Damaris San Miguel
Started On: 02/22/2007 03:51 PM

Final Approval Date:

AI-2675

23.O.

Inter Departmental Transfer - Co. Wide Adm to Traffic Eng. \$17,875.00
CC REGULAR

Date: 02/27/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from County Wide Administration to Traffic Engineering in the of \$17,875.00.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Inter Departmental Transfer](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/22/2007 10:40 PM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 02:00 PM	APRV
3	Auditor's Office	Janie Lozano	02/23/2007 03:01 PM	APRV
4	Janie Lozano	Janie Lozano	02/23/2007 03:54 PM	APRV
5	Linda Fong	Linda Fong	02/24/2007 08:17 AM	APRV
6	Court Administrator			NEW

Form Started By: Damaris San Miguel
Started On: 02/22/2007 04:39 PM

Final Approval Date:

**Pct. 4 Interdepartmental Transfer
CC REGULAR**

Date: 02/27/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from C.O., 2006 Precinct 4 (1336) to various accounts in the total amount of \$1,193,600.00.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Interdepartmental Transfer](#)
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/23/2007 11:17 AM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 02:01 PM	APRV
3	Auditor's Office	Janie Lozano	02/23/2007 02:59 PM	APRV
4	Janie Lozano	Janie Lozano	02/23/2007 03:55 PM	APRV
5	Linda Fong	Linda Fong	02/24/2007 08:20 AM	APRV
6	Court Administrator			NEW

Form Started By: Sergio Cruz
Started On: 02/23/2007 10:46 AM

Final Approval Date:

AI-2690
employment of law firms
CC REGULAR

23.Q.

Date: 02/27/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Texas Local Government Code 262.024 (a) (4)

1. Under Local Government Code, approve to exempt the following Law Firms from competitive bidding under 262.024: Law Firm of Ramon Garcia; Law Firm of Benigno Trey Martinez; Law Firm of Rhodes and Vela; Law Firm of Ray, Wood, and Bonilla
2. Approve contract of engagement for the following law firms: Law Firm of Ramon Garcia; Law Firm of Benigno Trey Martinez; Law Firm of Rhodes and Vela; Law Firm of Ray, Wood, and Bonilla

BACKGROUND

Revenue & Expenditures

Attachments

Link: [contract](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/23/2007 03:16 PM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 03:52 PM	APRV
3	Auditor's Office	Linda Fong	02/26/2007 10:03 AM	APRV
4	Court Administrator			NEW

Form Started By: Monica Badillo **Started On:** 02/23/2007 02:49 PM
Final Approval Date:

**LEGAL SERVICES AGREEMENT RELATING TO
COLLECTION OF DELINQUENT COURT COSTS, FINES AND FEES**

This Legal Services Agreement Relating to Collection of Delinquent Court Costs, Fines and Fees ("Agreement") is made to be effective the ____ day of _____, 2007 by and between Hidalgo County, Texas (the "County") and the law firm of Ray, Wood & Bonilla (referred to as "Law Firm").

A. TERM. The Agreement is effective beginning on the date set forth above and will continue for an initial term of three (3) years unless earlier terminated by either party in accordance with the terms of this Agreement. The County may extend this Agreement for two (2) additional two (2) year periods by providing written notice of such extension to Law Firm.

B. DUTIES OF THE PARTIES.

B.1. During the term of this Agreement, Law Firm will review the County's programs relating to the collection of delinquent court costs, fines and fees and will advise County regarding its rights, duties and obligations relating to the collection of such amounts and the legal issues relating to the design and implementation of an enhanced delinquent collections program. Law Firm will diligently pursue collection of delinquent court costs, fines and fees owed to the County by defendants in cases referred to Law Firm and will provide legal services relating to the collection of said amounts, including rendition of legal advice regarding payment agreements, additional fees that may be applicable, consolidated billings, and similar matters. In addition, Law Firm will develop a comprehensive program for initiating contact with delinquent defendants via mail and telephone calls, and for researching and identifying updated address, employment and other information regarding such defendants, and will use other lawful means to facilitate payment of the delinquent court costs, fines and fees owed. Utilizing its proprietary software system, Law Firm will track all collection activity relating to accounts referred by County and will make regular reports to the County regarding its collection and information gathering efforts. It is expressly provided however, that Law Firm will not make nor attempt to make in-person contacts with any of the subject defendants.

B.2. The County agrees to employ, and does hereby employ, Law Firm to provide the services described above. The County agrees to make monthly referrals of all delinquent cases to Law Firm for collection. The delinquent cases to be referred by the County are all cases involving unpaid fines, fees, court costs and related charges that (1) arise from a criminal case against a defendant prosecuted in the justice courts or county courts at law, where either a judgment of conviction has been rendered or the defendant failed to appear at a scheduled appearance date or any granted extension; (2)

at least 60 days have elapsed following the date of conviction or the date the defendant failed to appear, and (3) no appeal has been perfected to an appellate court of appropriate jurisdiction.

B.3. The County will provide to Law Firm, for each case referred, the name, last known address and last known telephone number(s) of the subject defendant along with all available information regarding the date of the subject offense, the date judgment was entered in the case, the court in which the judgment was entered, the date the owed amount became delinquent, the date any warrant on the case was issued, and the amount of the delinquency. The County agrees to refer delinquent accounts via electronic or magnetic medium in a format agreed upon by the County and Law Firm. The County further agrees to provide the most accurate information available and to update, to correct, and to supplement as appropriate any information it has provided to Law Firm, including, but not limited to, adjustments of the amount owed or the timing of payments due or satisfaction of any amount owed by payment or other court-approved means.

B.4. The County agrees to take the action necessary to impose the thirty percent (30%) collection fee authorized by Texas Code of Criminal Procedure Section 103.0031, and in all cases in which such fee is applicable and collection is achieved, such fee shall be paid to Law Firm as compensation for services rendered under this agreement. If the statutory collection fee is not applicable in a particular delinquent case, the County shall pay Law Firm a fee of thirty percent (30%) of the total amount collected on all such accounts referred to Law Firm for collection. Anytime after the expiration of the 365 days after referral of a case to Law Firm, Law Firm may return the case to the County, and Law Firm will have no further obligation to pursue collection of the case and will have no right to be compensated for any payment thereafter made on the case.

B.5. In the event a defendant resolves his financial obligations to the County by performance of community service, time served or other non-monetary satisfaction, satisfaction of the defendants' obligations by such non-monetary means will not entitle Law Firm to any fee. The County shall provide prompt notice to Law Firm of any court-ordered activity in a case which provides for or results in non-monetary satisfaction of the defendant's obligations to the County.

B.6. Law Firm shall direct delinquent defendants to make required payments directly to the County. The County agrees to promptly notify Law Firm of all payments received on cases referred to Law Firm. Law Firm agrees to notify the County promptly of any monies received by Law Firm from subject defendants despite Law Firm's direction to remit payments to County, and shall forward any such payments to County within three business days. Law Firm will provide County with regular detailed reports of all collection activity taken in cases referred to Law Firm.

B.7. With regard to monies received by the County in payment of subject cases, County shall report to Law Firm monthly the amounts received and cases to which the payments relate. Law Firm shall deliver an invoice to the County monthly requesting payment of any fees due as a result of such collections and the County shall deliver payment of fees due to Law Firm within 30 days of receipt of the invoice.

B.8. Law Firm agrees to indemnify, hold harmless, protect and defend the County and its officers and employees from and against any and all loss, damages, liability, claims or injury resulting from any acts of willful misconduct or gross negligence by Law Firm, its agents or employees in connection with this Agreement. These indemnified damages specifically exclude any damages which arise from the willful misconduct or gross negligence of the County, its officers or employees.

C. APPLICABLE LAW. This Agreement will be construed in accordance with the laws of the State of Texas.

D. REPORTING. Reports called for in this Agreement shall be delivered as required to the following representatives of the respective parties, until written notice of change is delivered:

For the County:

For Law Firm:

Ray Bonilla
Ray, Wood & Bonilla
P.O. Box 165001
2700 Bee Caves Road
Austin, TX 78716-5001
512/328/1156 (fax)

E. TERMINATION. This Agreement may be terminated by the County or Law Firm for good cause upon delivery of ninety (90) days written notice to the other party. Despite delivery of a notice of intent to terminate sent by either party, Law Firm shall remain entitled to any fees earned on amounts collected from defendants through the date of termination of this Agreement. Promptly upon termination of this

Agreement, Law Firm shall deliver to the County all County files in the possession of Law Firm.

F. AMENDMENTS. This Agreement may not be amended except by written amendment signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties to this Agreement have signed and delivered this Agreement to be effective on the date indicated above.

RAY, WOOD & BONILLA

By: Ray Bonilla, Partner

HIDALGO COUNTY, TEXAS

By: _____
Title: _____

AI-2695

23.R.

Creation of position/slot
CC REGULAR

Date: 02/27/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Commissioners Court
1. Approval to create two (2) new full time regular positions, Multi Media Coordinator, and Public Information Officer effective date 03/05/2007 (next full pay period).
2. Approval to set salary

BACKGROUND

Funding from lapsed salaries and/or contingency pending CC approval.

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino			PEND
2	Budget & Management			
3	Purchasing Department			
4	Auditor's Office			
5	Court Administrator			

Form Started By: Damaris San Miguel **Started On:** 02/23/2007 04:32 PM

Final Approval Date:

**Creation of position/slot
CC REGULAR**

Date: 02/27/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Sanitation-Precinct 1:
1. Approval to create one(1) full time regular position, Administrative Secretary effective date 03/05/2007 (next full pay period).
2. Approval of revised salary schedule

BACKGROUND

Funding pending CC approval from contingency and/or lapsed salaries.

Revenue & Expenditures

Attachments

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino			PEND
2	Budget & Management			
3	Purchasing Department			
4	Auditor's Office			
5	Court Administrator			
Form Started By: Damaris San Miguel			Started On: 02/23/2007 04:37 PM	
Final Approval Date:				

HIDALGO COUNTY

Department Of Budget & Management

2007 SALARY SCHEDULE

Account Number	Department Name	Slot #	Position Title	2007 Budget Salary Approved
1100432001210010	SANITATION PCT.1	0001	ATTENDANT	\$24,245.00
1100432001210010	SANITATION PCT.1	0002	ATTENDANT	\$20,985.00
1100432001210010	SANITATION PCT.1	0003	TRUCK DRIVER III	\$28,120.00
1100432001210010	SANITATION PCT.1	0004	MAINTENANCE II	\$22,236.00
1100432001210010	SANITATION PCT.1	0005	HEAVY EQUIPMENT OPERATOR I	\$25,942.00
1100432001210010	SANITATION PCT.1	0006	ATTENDANT	\$19,345.00
1100432001210010	SANITATION PCT.1	0007	ATTENDANT	\$19,345.00
1100432001210010	SANITATION PCT.1	0008	TRCK DRIVER II	\$23,334.00
1100432001210010	SANITATION PCT.1	0009	ENFORCEMENT OFFICER	\$41,409.00
1100432001210010	SANITATION PCT.1	0010	DEPUTY CONSTABLE STEP I	\$34,060.00
1100432001210010	SANITATION PCT.1	0011	MAINTENANCE III	\$30,305.00
1100432001210010	SANITATION PCT.1	0012	TRCK DRIVER III	\$24,552.00
1100432001210010	SANITATION PCT.1	0013	TRCK DRIVER I	\$19,345.00
1100432001210010	SANITATION PCT.1	0014	ADMINISTRATIVE ASSISTANT	\$42,330.00
1100432001210010	SANITATION PCT.1	0015	Truck Driver III	\$23,000.00
1100432001210010	SANITATION PCT.1	0016	MAINTENANCE II	\$22,236.00
1100432001210010	SANITATION PCT.1	0017	MAINTENANCE I	\$21,350.00
1100432001210010	SANITATION PCT.1	0018	MAINTENANCE I	\$21,350.00
1100432001210010	SANITATION PCT.1	0019	MAINTENANCE I	\$21,350.00
1100432001210010	SANITATION PCT.1	0020	A/P CLERK	\$31,884.00
CREATE:				
1100432001210010	SANITATION PCT.1	0021	ADMINISTRATIVE SECRETARY	\$32,000.00

AI-2694

23.T.

**B&G- SALARY ADJUSTMENT
CC REGULAR**

Date: 02/27/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: BUILDINGS & GROUNDS
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Buildings & Grounds

1. Discussion, consideration and approval of salary adjustment to vacant slot 220-001-0-0045 for parity, effective next full pay period (03-05-07)
2. Approval of revised salary schedule

BACKGROUND

Funding pending CC approval

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-419-40-220-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding pending approval. To be funded from within dept.'s lapsed salaries. RC

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/23/2007 04:59 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/23/2007 05:06 PM	APRV
3	Dina Trevino	Dina Trevino	02/23/2007 05:14 PM	APRV
4	Purchasing Department	Marty Salazar	02/23/2007 04:58 PM	NEW
5	Auditor's Office			
6	Court Administrator			

Form Started By: Rosie Cantu

Started On: 02/23/2007 04:23 PM

Final Approval Date:

**Hidalgo County Property and Casualty Claims Fund Reimbursement
CC REGULAR**

Date: 03/06/2007
Submitted By: Rosie Luna, SAFETY/WORKERS' COMP. DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Agenda Item

CAPTION

1. Discussion, consideration and approval to reimburse the Hidalgo County Property & Casualty Claims Fund Bank Account for claims paid by Tristar Risk Management in the amount of \$61,033.16 for the period starting August 1st, 2006 and ending December 31, 2006.

2. Approval of wire transfer to cover the claims paid.

BACKGROUND

2006 expenditures have been paid for the above mentioned item

Revenue & Expenditures

Attachments

Link: [2006 Registers](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/23/2007 04:23 PM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 04:59 PM	APRV
3	Auditor's Office			NEW
4	Court Administrator			

Form Started By: Rosie Luna

Started On: 02/23/2007 03:04 PM

Final Approval Date:

AI-2689

23.V.

**Precinct 1 C.O., 2006 Budget Amendment
CC REGULAR**

Date: 02/27/2007
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of appropriation of funds for Pct. 1 - C.O., 2006 (1336) in the amount of \$1,185,000.00.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [appropriation](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	02/23/2007 04:07 PM	APRV
2	Purchasing Department	Marty Salazar	02/23/2007 04:58 PM	APRV
3	Auditor's Office	Linda Fong	02/24/2007 10:54 AM	APRV
4	Court Administrator			NEW

Form Started By: Sergio Cruz

Started On: 02/23/2007 02:41 PM

Final Approval Date:

