

**District Clerk- (7) Re-classifications/ Salary Adjustments & (6) New Positions
CC REGULAR**

Date: 04/10/2007
Submitted By: Stephanie Palacios, DISTRICT CLERK
Submitted For: Laura Hinojosa
Department: DISTRICT CLERK
Agenda Area: WIC

Agenda Item

CAPTION

1. Discussion, consideration and approval of position reclassifications, salary adjustments for additional duties, and/ or position title changes to slot numbers - 0007, 0015, 0020, 0026, 0030, 0045, 0046, 0048, 0053, 0054.

Decrease:

- *slot 0015- decrease salary in the amount of \$ 2,094.00
- *slot 0020- decrease salary in the amount of \$ 3,246.00
- *slot 0030- decrease salary in the amount of \$ 3,983.00

Increase:

- *slot 0026 - title change from Assistant Deputy Clerk to Chief of Administration & Public Information; increase salary in the amount of \$ 22,634.00
- *slot 0045 - title change from Assistant Deputy Clerk to Deputy Clerk and increase salary in the amount of \$1,200.00
- *slot 0046 - title change from Assistant Deputy Clerk to Collections Specialist; increase salary in the amount of \$ 2,501.00
- *slot 0048 - increase salary in the amount of \$ 210.00
- *slot 0053 - increase salary in the amount of \$ 471.00
- *slot 0054 - increase salary in the amount of \$ 1,000.00

Title change only:

- *slot 0007 - vacant slot; position title change from Deputy Clerk to Deputy/ Accountant

2. Discussion, consideration and approval to create slot numbers 0056, 0057, 0058, 0059, 0060, and 0061 that consist of (3) Assistant Deputy Clerks, (1) Collections Specialist, and (2) Deputy Clerks as follows:

- *slot 0056 - Assistant Deputy Clerk - Assigned to AG Collections and set annual salary at \$22,500.00
- *slot 0057 - Collections Specialist - Assigned to County Clerk and set annual salary at \$26,000.00
- *slot 0058 - Assistant Deputy Clerk - Assigned to Jury and set annual salary at \$22,500.00
- *slot 0059 - Assistant Deputy Clerk - Assigned to Taxes and set annual salary at \$22,500.00
- *slot 0060 - Deputy Clerk - Assigned to 430th District Court and set annual salary at \$24,000.00
- *slot 0061 - Deputy Clerk - Assigned to 430th District Court and set annual salary at \$22,500.00

3. Approval of revised salary schedule, effective next full pay period 04/16/2007

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Asst. Deputy Clerk Job Desc.](#)
 Link: [Deputy Clerk Job Description](#)
 Link: [CAPI Job Description](#)
 Link: [Collections Job Description](#)
 Link: [Worksheet](#)
 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	04/04/2007 06:01 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/09/2007 08:38 AM	NEW-R

3 Purchasing Department Marty Salazar 04/09/2007 08:52 AM RTRN
4 Auditor's Office
5 Court Administrator

Form Started By: Stephanie Palacios

Started On: 04/03/2007 03:25
PM

Final Approval Date:

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

Job Title:	Assistant Deputy Clerk	FLSA Status:	Non-Exempt
Dept. Code:	090-001	Civil Service Status:	Non-Exempt

SUMMARY:

Provides clerical assistance to the District Courts, including responsibility for filing, processing of legal documents, answering telephones, and providing service to the general public and attorneys.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares and types a variety of documents which may include subpoenas, citations, injunctions, writs, order of sales or general correspondence.
- Receives and processes documents filed with the court; reviews for accuracy and completeness; records and processes orders, judgment and decrees of the court.
- Records civil, criminal, family adoption, juvenile, protective orders and child welfare suit minutes in proper minute volumes; quote court costs if needed
- Processes court documents in accordance with court procedures and legal requirements; maintains official records of court proceedings; prepares monthly reports.
- Maintains accurate filing system; makes copies; types forms and performs other clerical work as needed.
- May perform civil, criminal, family, adoption, juvenile, protective orders and child welfare searches; should prepare all jury lists in a timely manner.
- Reviews, sorts, assembles and organizes materials; routes and delivers daily mail and documents to appropriate parties.
- Acts as receptionist: answers phones and provides service to general public and attorneys in a courteous manner.
- Ability to work well with others.
- Regular attendance is a must.
- Performs such other duties as may be assigned.

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 general education degree (GED) with courses in typing, plus three (3) years of progressively responsible experience in clerical functions of the judicial system, preferably including at least six (6) months of experience in a District Clerk's office; OR
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATION

- Valid Texas Driver's License and current liability insurance.
- Must be bondable.

OTHER SKILLS AND ABILITIES:

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Utilize simple math skills in order to compile court costs on civil, criminal, adoptions, juvenile, family or protective order suits.
- Ability to read and interpret documents such as safety rules and procedure manuals. Ability to write routine reports and correspondence.
- 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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, tools, or controls, reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perceptions 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- Sitting for extended periods of time.
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment.
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others.
- Working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations.
- Reading and writing.
- Operating assigned equipment.
- Communicating with others.

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

Job Title:	Deputy Clerk	FLSA Status:	Non-Exempt
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Dept. Code:	090-001	Civil Service Status:	Non-Exempt
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SUMMARY:

Provides clerical assistance to the District Courts, including responsibility for filing, processing of legal documents, answering telephones, and provides service to the general public or attorneys.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares and types a variety of documents which may include subpoenas, citations, injunctions, writs, order of sales or general correspondence.
- Receives and processes documents filed with the court; reviews for accuracy and completeness; records and processes orders, judgments and decrees of the court.
- Records civil, criminal, family adoption, juvenile, protective orders and child welfare suit minutes in proper minute volumes; quotes court costs if needed.
- Processes court documents in accordance with court procedures and legal requirements; maintains official records of court proceedings; prepares monthly reports.
- Maintains accurate filing system; makes copies, types forms and performs other clerical work as needed.
- May perform civil, criminal, family, adoption, juvenile, protective orders and child welfare searches; prepares all jury lists.
- Reviews, sorts, assembles and organizes materials; routes and delivers daily mail and documents to appropriate parties.
- Acts as receptionist: answers phones and provides service to the general public in a courteous manner.
- Ability to work well with others.
- Regular attendance is a must.
- Performs such other duties as may be assigned.

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 general education degree (GED) with courses in typing, plus three (3) years of progressively responsible experience in clerical functions of the judicial system, preferably including at least six (6) months of experience in a District Clerk's office; OR

- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATION

- Valid Texas Driver's License and current liability insurance.
- Must be bondable.

OTHER SKILLS AND ABILITIES:

- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Utilizes simple math skills in order to compile court costs on civil, criminal, adoptions, juvenile, family or protective order suits.
- Ability to read and interpret documents such as safety rules and procedure manuals.
- Ability to write routine reports and correspondence.
- 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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, tools, or controls, reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perceptions and the ability to adjust focus.

WORK ENVIRONMENT:

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The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- Sitting for extended periods of time.
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment.
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others.
- Working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations.
- Reading and writing.
- Operating assigned equipment.
- Communicating with others.

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations.

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

Job Title: Chief of Administration and Public Information	FLSA Status:	Non-Exempt
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Dept. Code: 090-001	Civil Service Status:	Non-Exempt
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Salary: \$50,000

SECTION I – JOB DESCRIPTION

SUMMARY: The overall purpose and general responsibilities of the job.

Directs and administers activities for the District Clerk; leads, supervises, trains and evaluates staff; makes recommendations regarding personnel actions; interprets policy; identifies and develops training programs; participates in strategic planning; develops projects, work plans and budgets; and performs other duties as required.

ESSENTIAL FUNCTIONS: The fundamental duties and tasks which define the job.

1. Manages community relations activities and public information;
2. Supervises staff and oversees the departmental performance appraisal process;
3. Develops, coordinates and implements department policy changes, strategic planning and performance measures;
4. Works with District Clerk, Chief Deputy, and Assistant Chief Deputy to oversee, administer, and maintain all employee issues and actions to include disciplinary actions, grievances, hiring, termination, counseling, and attendance matters;
5. Acts as legislative liaison in tracking and implementing legislative changes.
6. Oversees the employee training program for District Clerk employees;
7. Attends and participates in Commissioner's Court, County committee meetings and various citizen group meetings on behalf of the District Clerk;
8. Performs related duties as required.

SECTION II – JOB DIMENSIONS

CONTACTS: Nature of contacts, external relationships and internal relationships

Utilizes tact and diplomacy when representing the District Clerk at meetings and resolving complex employment issues. Solicits cooperation and assistance with local media representatives in arranging public awareness announcements for the general public. Provides general program information such as the programs and services available to the general public. Provides customer service to the general public and outside organizations by responding to questions and complaints. Provides complex information such as investigation findings or results pertaining to employee complaints and concerns.

External Contacts: Frequent contact with the news media, other government agencies, outside organizations and the general public. Communication is primarily face-to-face, via telephone and through written correspondence.

Internal Contacts: Constant contact with subordinates and frequent contact with co-workers, other County employees, Department Heads and Elected/Appointed Officials. Communication is primarily face-to-face, via telephone and through written correspondence.

RESPONSIBILITY: Supervision given, accountability, safety, and confidentiality.

Primary supervisory responsibility for discipline, counseling, work assignments and training for the office. Shared supervisory responsibility for hiring, and promotions for the office. Job has major impact on office operations and public image. Job responsibilities include contact handling of confidential information/documents such as personnel files and grievances.

DIFFICULTY: Judgment, initiative and decision-making

Independent judgment is required to conduct timely employee investigations, accurately document outcome results and present facts. Moderate judgment is required to develop and communicate information designed to inform the public. Uses broad discretion to achieve work goals. Initiative is constantly required to achieve work goals. Conflicting or incomplete data is frequently encountered in decision-making. Decisions are made regarding policy development and interpretation, project planning, group work scheduling, and individual work priorities.

GUIDANCE: Supervision received and level of independence.

Employee receives general direction when performing the essential functions. Employee selects appropriate procedures required to complete work assignments.

WORKING CONDITIONS: Working environment and other conditions of employment.

Working conditions are primarily in an office environment.

SECTION III – JOB REQUIREMENTS

EDUCATION AND EXPERIENCE: Minimum requirements for formal education and job related experience.

Graduation from an accredited college or university with a Bachelor's Degree in Business Administration, Human Resources, Marketing, Government, or closely related field and six years managerial experience in an office setting; or an equivalent combination of education and experience.

KNOWLEDGE, SKILLS AND ABILITIES: Utilized in the performance of the Essential Functions of the job.

Considerable knowledge of office administration; knowledge of employment law and personnel procedures; knowledge of public relations methods. Skill in applying rules of spelling, grammar and

punctuation; skill in communicating effectively with diverse groups of individuals utilizing tact and diplomacy, both verbally and in writing. Ability to supervise administrative staff; ability to compile and present facts surrounding complex situations; ability to operate personal computer and basic office equipment; ability to establish and maintain effective working relationships with subordinates, co-workers, other County employees, the news media, outside organizations, government agencies and general public.

PHYSICAL DEMANDS: The physical requirements associated with performance of the Essential Functions.

Physical requirements include lifting/carrying 5-10 lbs. frequently and 10-40 lbs. occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate computer keyboard and basic office equipment. Subject to sitting, standing, walking, reaching, handling and twisting to perform the essential functions.

SPECIAL REQUIREMENTS: Special licenses and other requirements necessary to obtain or retain the position.

Must be bondable; must secure and maintain a favorable background investigation by the District Clerk. Must have a valid driver's license. May be required to work more than 40 hours during the workweek.

WORK LOCATION: Hidalgo County Courthouse – District Clerk's Office

WORK HOURS: 40 hours per week (as scheduled)

HIDALGO COUNTY DISTRICT CLERK'S OFFICE

Job Title: Collections Specialist	FLSA Status: Non-Exempt
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Dept. Code: 090-001	Civil Service Status: Non-Exempt
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SUMMARY:

Primary responsibilities include following procedures established by the collections department which include interviewing defendants, verifying information, setting up payment contracts and collecting criminal court costs and fines. Specialists may be asked to perform all tasks needed to assist defendants, attorneys, and or staff in their cases/filings that are handled in the District Clerk's Office. Collections specialist receives detailed instruction by department as needed and work under general supervision. Most procedures are pre-established and on the job training is provided. New procedures and/or changes will be set by the District Clerk as needed. Work performance is periodically evaluated by Supervisors. All Collections Specialists are subject to assignment to any District Clerk Departments including: Criminal, Civil, Collections, Special Registry, Accounting, or Child Support.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assists in daily operations of Collections Department
- Assists with implementation of departmental policy and procedures]
- Compiles status and progress reports
- Interview defendants and underwrites payment agreements
- Date processing entry

QUALIFICATION REQUIREMENTS:

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

EDUCATION AND EXPERIENCE:

- High School diploma or General Education Degree (GED)
- College degree preferred, but not required

OTHER SKILLS AND ABILITIES:

- Knowledge of personal computers, office practices and procedures
- Ability to meet and deal effectively with the public
- Ability to operate standard office equipment and type forty (40) words per minute
- Must possess good communication skills
- Flexibility to be cross-trained in various departments
- Strong organizational skills

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to stand, sit, and use his/her hands. The employee may be required to handle or feel objects, tools, or hands and arms, climb or balance stoop or kneel.

The employee must occasionally lift and/or move up to thirty-five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- Sitting for extended period's time.
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment.
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others.
- Working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations.
- Reading and writing.
- Operating assigned equipment
- Communicating with others.

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations.

**HIDALGO COUNTY
DISTRICT CLERK'S OFFICE
POSITION RECLASSIFICATION, SALARY ADJUSTMENTS, TITLE CHANGES, AND NEW POSITIONS
SUMMARY**

1. Discussion, consideration and approval of position reclassifications, salary adjustments for additional duties, and/ or position title changes to slot numbers - 0007, 0015, 0020, 0030, 0026, 0045, 0046, 0048, 0053, 0054

DECREASE:							
SLOT NO.	OLD TITLE	NEW TITLE	AREA ASSIGNED TO	REASON	OLD BUDGETED SALARY	NEW BUDGETED SALARY	TOTAL INCREASE/ DECREASE
0015	Deputy Clerk	Same	N/A	N/A	\$29,594.00	\$27,500.00	(\$2,094.00)
0020	Deputy Clerk	Same	N/A	N/A	\$28,746.00	\$25,500.00	(\$3,246.00)
0030	Assistant Deputy Clerk	Same	N/A	N/A	\$26,483.00	\$22,500.00	(\$3,983.00)
						Subtotal	(\$9,323.00)
INCREASE:							
SLOT NO.	OLD TITLE	NEW TITLE	AREA ASSIGNED TO	REASON	OLD BUDGETED SALARY	NEW BUDGETED SALARY	TOTAL INCREASE/ DECREASE
0026	Assistant Deputy Clerk	Chief of Administration & Public Information	N/A	Addit. Duties	\$27,366.00	\$50,000.00	\$22,634.00
0045	Assistant Deputy Clerk	Deputy Clerk	N/A	Addit. Duties	\$23,800.00	\$25,000.00	\$1,200.00
0046	Assistant Deputy Clerk	Collections Specialist	N/A	Addit. Duties	\$23,499.00	\$26,000.00	\$2,501.00
0048	Assistant Deputy Clerk	Same	N/A	Addit. Duties	\$22,921.00	\$23,131.00	\$210.00
0053	Assistant Deputy Clerk	Same	N/A	Addit. Duties	\$22,029.00	\$22,500.00	\$471.00
0054	Assistant Deputy Clerk	Same	N/A	Addit. Duties	\$22,029.00	\$23,029.00	\$1,000.00
						Subtotal	\$28,016.00
TITLE CHANGE ONLY							
0007	Deputy Clerk	Deputy Clerk/ Accountant	N/A	N/A	N/A	N/A	N/A
						Subtotal	\$0.00

2. Discussion, consideration and approval to create slot numbers 0056, 0057, 0058, 0059, 0060, 0061 that consist of (3) Assistant Deputy Clerks, (1) Collections Specialist, and (2) Deputy Clerks as follows:

NEW POSITIONS							
SLOT NO.	OLD TITLE	NEW TITLE	AREA ASSIGNED TO	REASON	OLD BUDGETED SALARY	NEW BUDGETED SALARY	TOTAL INCREASE/ DECREASE
0056	Assistant Deputy Clerk	Same	AG Collections	N/A	\$0.00	\$22,500.00	\$22,500.00
0057	Collections Specialist	Same	County Clerk	N/A	\$0.00	\$26,000.00	\$26,000.00
0058	Assistant Deputy Clerk	Same	Jury	N/A	\$0.00	\$22,500.00	\$22,500.00
0059	Assistant Deputy Clerk	Same	Taxes	N/A	\$0.00	\$22,500.00	\$22,500.00
0060	Deputy Clerk	Same	430th DC	N/A	\$0.00	\$24,000.00	\$24,000.00
0061	Deputy Clerk	Same	430th DC	N/A	\$0.00	\$22,500.00	\$22,500.00
						Subtotal	\$140,000.00
						TOTAL	\$158,693.00

3. Approval of revised salary schedule, effective date next full pay period 04/16/2007

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, April 10, 2007

Agenda Item: AI- 3299/

Summary of request/proposal: District Clerk's Office is requesting to revise the 2007 Salary Schedule to include position reclassifications, salary adjustments due to additional duties, title changes, and creation of new positions.

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Adjustment Requested</u>	<u>Total Adjustment Requested</u>
1100	Deputy Clerk	0015	113	29,594.00	27,500.00	(2,094.00)
1100	Deputy Clerk	0020	113	28,746.00	25,500.00	(3,246.00)
1100	Assistant Deputy Clerk	0030	113	26,483.00	22,500.00	(3,983.00)
1100	Chief of Administration & Public Information	0026	113	27,366.00	50,000.00	22,634.00
1100	Deputy Clerk	0045	113	23,800.00	25,000.00	1,200.00
1100	Collections Specialist	0046	113	23,499.00	26,000.00	2,501.00
1100	Assistant Deputy Clerk	0048	113	22,921.00	23,131.00	210.00
1100	Assistant Deputy Clerk	0053	113	22,029.00	22,500.00	471.00
1100	Assistant Deputy Clerk	0054	113	22,029.00	23,029.00	1,000.00
1100	Assistant Deputy Clerk	0056	113	0.00	22,500.00	22,500.00
1100	Collections Specialist	0057	113	0.00	26,000.00	26,000.00
1100	Assistant Deputy Clerk	0058	113	0.00	22,500.00	22,500.00
1100	Assistant Deputy Clerk	0059	113	0.00	22,500.00	22,500.00
1100	Deputy Clerk	0060	113	0.00	24,000.00	24,000.00
1100	Deputy Clerk	0061	113	0.00	22,500.00	22,500.00
						158,693.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1100-412-00-090-001-0- 113	DIST CLERK PERM F/T EMPLOYEES	113,091.56
7-1100-412-00-090-001-0- 211	DIST CLERK HEALTH INSURANCE	17,804.69
7-1100-412-00-090-001-0- 212	DIST CLERK LIFE INSURANCE	141.10
7-1100-412-00-090-001-0- 220	DIST CLERK FICA	8,651.50
7-1100-412-00-090-001-0- 230	DIST CLERK RETIREMENT	10,087.77
7-1100-412-00-090-001-0- 250	DIST CLERK UNEMPLOYMENT COMP	565.46
7-1100-412-00-090-001-0- 260	DIST CLERK WORKER'S COMP	655.93
2007 Budgetary Impact		150,998.01

2008 Budgetary Impact: \$ 211,884.32

Possible Funding Sources: SWEEP

Budget Office Recommendation: FUNDING PENDING CC APPROVAL

AI-3290

9.A.

**Interlocal Agreement - Pct. #1 & City of Alamo
CC REGULAR**

Date: 04/10/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Hidalgo County Precinct No. 1 is requesting approval to enter into an Interlocal Agreement with the City of Alamo for the contribution of CDBG funds to the Alamo Sports Complex utilizing Urban County Funding Year 19 (2006).

BACKGROUND

The County agrees it is in its best interest to provide assistance to the City of Alamo and is requesting approval to enter into an Interlocal Agreement in which the County will contribute funds to include, but not limited to the construction of a concession stand and restroom facilities at the Alamo Sports Complex.

Approval is recommended by the Hidalgo County Precinct No. 1 and the City of Alamo.

Funds Available:
Year 19 (2006) Parks, Recreational Facilities \$125,000.00
Amount of Interlocal Agreement: \$125,000.00

Revenue & Expenditures

Attachments

Link: [Agreement](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 10:13 AM	APRV
2	Dale Kennan	Dale Kennan	04/04/2007 10:41 AM	APRV
3	Purchasing Department	Marty Salazar	04/04/2007 11:36 AM	APRV
4	Auditor's Office	Linda Fong	04/07/2007 11:32 AM	APRV
5	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/03/2007 02:34 PM

Final Approval Date:

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____

Date: April 2, 2007

Meeting Date Request: April 10, 2007

Deadline for Action: April 10, 2007

Contact Person: Diana R. Serna

Department: Urban County Program

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

Dept. Head/Official Signature: 

Caption:

Hidalgo County Precinct No. 1 is requesting approval to enter into an Interlocal Agreement with the City of Alamo for the contribution of CDBG funds to the Alamo Sports Complex utilizing Urban County Funding Year 19 (2006).

Background:

The County agrees it is in its best interest to provide assistance to the City of Alamo and is requesting approval to enter into an Interlocal Agreement in which the County will contribute funds to include, but not limited to the construction of a concession stand and restroom facilities at the Alamo Sports Complex.

Approval is recommended by the Hidalgo County Precinct No. 1 and the City of Alamo.

Funds Available:

Year 19 (2006) Parks, Recreational Facilities \$125,000.00

Amount of Interlocal Agreement: \$125,000.00

CDBG  Deputy Dir  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 _____

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____

Date: April 2, 2007

Meeting Date Request: April 10, 2007

Deadline for Action: April 10, 2007

Contact Person: Diana R. Serna

Department: Urban County Program

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

Dept. Head/Official Signature: 

Caption:

Hidalgo County Precinct No. 1 is requesting approval to enter into an Interlocal Agreement with the City of Alamo for the contribution of CDBG funds to the Alamo Sports Complex utilizing Urban County Funding Year 19 (2006).

Background:

The County agrees it is in its best interest to provide assistance to the City of Alamo and is requesting approval to enter into an Interlocal Agreement in which the County will contribute funds to include, but not limited to the construction of a concession stand and restroom facilities at the Alamo Sports Complex.

Approval is recommended by the Hidalgo County Precinct No. 1 and the City of Alamo.

Funds Available:

Year 19 (2006) Parks, Recreational Facilities \$125,000.00

Amount of Interlocal Agreement: \$125,000.00

CDBG  Deputy Dir  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 _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF ALAMO**

This Agreement is made on this the **10th** day of **April 2007**, by and between the **CITY OF ALAMO, TEXAS**, hereinafter referred to as "Alamo" and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alamo is a Home Rule municipality located in Hidalgo County, Texas;
and

WHEREAS, County is a county in the State of Texas;

WHEREAS, The County desires to contribute CDBG funds to the City of Alamo for the construction of the Alamo Sports Complex; to include, but not limited to the construction of a concession stand and restroom facilities as described in Exhibit "A";

WHEREAS, Alamo and the County desire the construction of the Alamo Sports Complex;

WHEREAS, County agrees it is in its best interest to provide such contribution to Alamo as described herein, and

WHEREAS, Alamo and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

WHEREAS, County agrees to contribute CDBG funds to the City of Alamo for the construction of the Alamo Sports Complex as described in Exhibit "A" using County Urban County Program Year 19 (2006) under Parks Recreational Facilities; and

WHEREAS, Alamo and County are agreeable to these terms; and

WHEREAS, the funds will be used for the project as outlined in Exhibit B;

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

1. County agrees to contribute CDBG funds to Alamo for the construction of the Alamo Sports Complex; to include, but not limited to the construction of the concession stand and restroom facilities.
2. Following the construction of the concession stand and restroom facilities as described in Exhibit "A", the parties agree that County will be released of any and all duties imposed by this Agreement.
3. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
4. **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 a 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 necessary to bring them within the legal requirements and during the times such conflict exists.
5. **No Waiver:** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding, breach of the same or any other provision thereof.
6. **Entire Agreement:** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Alamo and County, and not otherwise.
7. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
8. **Notice:** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or

addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith:

If to Alamo:	City of Alamo Attention: Mayor Rudy Villarreal 420 North Tower Road Alamo, Texas 78516
If to County:	Hidalgo County, Texas Attention: Juan D. Salinas III, County Judge 100 East Cano, 2 nd Floor Edinburg, Texas 78540-0758
With copy to:	Sylvia Handy, Commissioner, Precinct No. 1 1902 Joe Stephens Weslaco, Texas 78596

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

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

enforceable obligations of the parties hereto in accordance with its terms.

15. **Governmental Purpose:** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.
16. **Commitment of Current Revenues Only:** In the event that, during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, they any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provision of Tex. Loc.Govt. Code Ann.§271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF ALAMO

Rudy Villarreal, Mayor

ATTEST:

Margot Saenz, City Secretary

HIDALGO COUNTY

Juan D. Salinas III, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:

Stephen L. Crain

Exhibit "A"
Description of Activity

Construction of the Alamo Sports Complex to include, but not limited to the construction of a concession stand and restroom facilities to be located at 602 East Ridge Road, Alamo, Texas.

Exhibit "B"
Budget

Contribution of funds not to exceed \$125,000.00 will be utilized from Urban County Year 19 (2006) Parks, Recreational Facilities Activity.

AI-3292

9.B.

**Colonia Construction Grant
CC REGULAR**

Date: 04/10/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Agenda Item

CAPTION

Requesting approval of Budget Modification # 1 to the ORCA 2005 Colonia Construction Grant #725195.

BACKGROUND

UCP is requesting approval of a Budget Modification to the ORCA 2005 Colonia Construction Grant # 725195 for the transfer of \$38,000 from the Rehabilitation of Private Property to the Sewer Facilities line item activity.

This transfer is necessary due to the bid amounts for Rehabilitation of Private Property being lower than the estimated amount for Colonia Corina's Corner, Bella Vista and Country View Subdivision. Therefore, we need to transfer ORCA funds in the amount of \$38,000 from the original Rehabilitation of Private Property to the Sewer Facilities line item activity.

Revenue & Expenditures

Attachments

Link: [Modifications](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 10:13 AM	APRV
2	Dale Kennan	Dale Kennan	04/04/2007 11:02 AM	APRV
3	Purchasing Department	Marty Salazar	04/04/2007 11:36 AM	APRV
4	Auditor's Office	Linda Fong	04/07/2007 11:33 AM	APRV
5	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/03/2007 02:54 PM

Final Approval Date:

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____

Date: 04/02/2007
Deadline for Action: 04/10/2007
Department: Urban County Program

Meeting Date Request: 04/10/2007
Contact Person: Ms. Diana R. Serna
Phone: (956) 787-8127 Fax: (956) 787-5291

Ms. Diana R. Serna, Urban County Program Director



Caption:

Requesting approval of Budget Modification # 1 to the ORCA 2005 Colonia Construction Grant #725195.

Background:

UCP is requesting approval of a Budget Modification to the ORCA 2005 Colonia Construction Grant # 725195 for the transfer of \$38,000 from the Rehabilitation of Private Property to the Sewer Facilities line item activity.

This transfer is necessary due to the bid amounts for Rehabilitation of Private Property being lower than the estimated amount for Colonia Corina's Corner, Bella Vista and Country View Subdivision. Therefore, we need to transfer ORCA funds in the amount of \$38,000 from the original Rehabilitation of Private Property to the Sewer Facilities line item activity.

Please initial for approval:

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

Comments:

Action taken by Commissioner's Court:

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

Attachment 7-A:
Texas Community Development Program
Contract Budget Modification Form

MODIFICATION NO. 1

Contractor: Hidalgo County

Contract No. # 725195

Activity	Original Budget	Current Budget	Present (+/-) \$ Change	Revised Budget
1b. Sewer Facilities	\$ 314,227.00	314,227.00	(+) 38,000.00	\$ 352,227.00
17b. Rehabilitation of Private Property (Sewer Service)	\$ 125,790.00	125,790.00	(-) 38,000.00	\$ 87,790.00
Total	\$ 440,017.00	\$ 440,017.00	-0-	\$ 440,017.00

In accordance with Section 16(D) of all TCDP Contracts, the above-mentioned Contractor Locality certifies that this request, as identified in the Budget (Exhibit B), meets all of the following conditions:

- The cumulative dollar amount of all non-amended transfers among direct budget categories *is less than or equal to ten percent (10%)* of the total amount of the contract as specified in Section 4(C) of the contract.
- The transfer will not change the scope or objective of the project(s) funded through the TCDP contract.

The transfer of funds is needed for the following reasons:

REASON: The line item transfer is necessary because the low bids for the Rehabilitation of Private Property were less than the estimated amounts for Colonia Corina's Corner, Bella Vista and Country View Subdivision. Therefore, we need to transfer \$38,000.00 to the Sewer Facilities line item.

Date: _____

Signed: _____
 Authorized Signator: **Hidalgo County Judge**

AI-3342

9.C.

Pct. 4 Service Contract

CC REGULAR

Date: 04/10/2007

Submitted By: Estella Webber, URBAN COUNTY

Department: URBAN COUNTY

Agenda Area: Urban County

Agenda Item

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a) (4) for professional engineering services with Quintanilla, Headley & Associates in connection with Hidalgo County Precinct No. 4 for professional services for Year 18 & 19 (2005 & 2006) Street Improvements Projects within Precinct No. 4.
2. Hidalgo County Precinct No. 4 is requesting approval to award a professional service contract to Quintanilla, Headley & Associates in the amount of \$23,675.00 utilizing Years 18 & 19 (2005 & 2006) funds for street improvements to Skinner Road.

BACKGROUND

Precinct No. 4 requests approval to enter into a professional service contract in the amount of \$23,675.00 utilizing Years 18 & 19 (2005 & 2006) funds for street improvements. Quintanilla Headley & Associates, was the highest rated firm out of three evaluated. Attached for your review is an itemized scope of services and recommendation letter.

Total Contract Amount: \$ 23,675.00

Available Funds: \$ 259,445.15 (FYs 18 & 19- 2005 & 2006)

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	04/05/2007 03:11 PM	APRV
2	Dale Kennan	Dale Kennan	04/05/2007 03:49 PM	APRV
3	Purchasing Department	Marty Salazar	04/05/2007 03:54 PM	APRV
4	Auditor's Office	Linda Fong	04/07/2007 11:34 AM	APRV
5	Court Administrator			NEW

Form Started By: Estella Webber

Started On: 04/05/2007 02:49 PM

Final Approval Date:

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. _____.

Date: April 5, 2007 Meeting Date Request: April 10, 2007.

Deadline for Action: April 10, 2007 Contact Person: Diana R. Serna.

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

Diana R. Serna, UCP Director _____.

Caption:

- a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a) (4) for professional engineering services with Quintanilla, Headley & Associates in connection with Hidalgo County Precinct No. 4 for professional services for Year 18 & 19 (2005 & 2006) Street Improvements Projects within Precinct No. 4.
- b. Hidalgo County Precinct No. 4 is requesting approval to award a professional service contract to Quintanilla, Headley & Associates in the amount of \$23,675.00 utilizing Years 18 & 19 (2005 & 2006) funds for street improvements to Skinner Road.

Background:

Precinct No. 4 requests approval to enter into a professional service contract in the amount of \$23,675.00 utilizing Years 18 & 19 (2005 & 2006) funds for street improvements. Quintanilla Headley & Associates, was the highest rated firm out of three evaluated. Attached for your review is an itemized scope of services and recommendation letter.

Total Contract Amount: \$ 23,675.00
Available Funds: \$ 259,445.15 (FYs 18 & 19- 2005 & 2006)

Deputy Director: _____ Manager: _____ Finance: *Jmm*

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

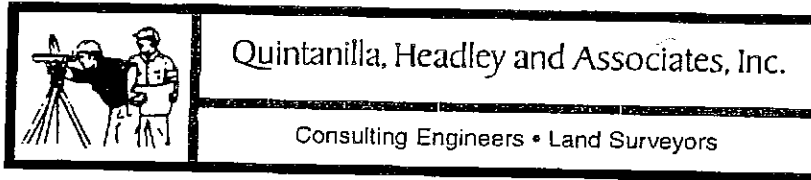
Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

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

- Municipal Projects
- Subdivisions
- Surveys



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

April 3, 2007

Mr. Antonio Barco
CDBG Manager
Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

Re: Precinct No.4 Year 19 – Skinner Road Improvements

Dear Mr. Barco:

The following is the breakdown on the engineering fees based on the scope of work:

1. Surveying and topography	\$ 3,550.00
2. Engineering design and contract documents	\$ 14,205.00
3. Construction staking	\$ 5,920.00
Total	\$ 23,675.00

Should you have any questions, please feel free to call me at 381-6480.

Sincerely,

Alfonso Quintanilla, P.E., R.P.L.S.
President

APR 3 2007

Qu.

AI-3291

10.A.

**Resolutions
CC REGULAR**

Date: 04/10/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Agenda Item

CAPTION

Approval of the following Resolutions:

- i. Resolution opposing HB 3534
- ii. Resolution opposing SB 1638
- iii. Resolution opposing SB 1204 (judges/complex litigation cases)
- iv. Resolution supporting HB 1193
- v. Resolution supporting HJR 61 (unfunded mandates)
- vi. Resolution in support of land conveyance for substance abuse facility in Weslaco
- vii. Resolution supporting an exceptional item appropriation request from the Department of State Health Services for community based crisis intervention services.
- viii. Resolution supporting the legislative changes proposed in the 2007 Farm Bill
- viii. Resolution supporting HB 2796 by Rep. Veronica Gonzales

BACKGROUND

Revenue & Expenditures

Attachments

Link: [HB 3534](#)

Link: [SB 1638](#)

Link: [SB 1204](#)

Link: [HB 1193](#)

Link: [HJR 61](#)

Link: [Land Conveyance](#)

Link: [Crisis Intervention Services](#)

Link: [Farm Bill](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 10:16 AM	APRV
2	Dale Kennan	Dale Kennan	04/04/2007 10:56 AM	APRV
3	Purchasing Department	Marty Salazar	04/04/2007 11:36 AM	APRV
4	Auditor's Office	Linda Fong	04/07/2007 11:46 AM	APRV
5	Court Administrator			NEW

Form Started By: Roxanne De La Garza

Started On: 04/03/2007 02:53 PM

Final Approval Date:

County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, the Hidalgo County is responsible for the operation and management of many and various governmental programs as required or authorized by state law; and; and

WHEREAS, the proposed legislation in the Texas House and Senate have called for revenue caps legislation for counties and municipalities in the state of Texas in House Bill 3534 by Representative Carl Isett or any similar legislation; and

WHEREAS, the legislation being proposed would reduce the number of signatures in a petition by ½ in order to require a rollback election. The rollback tax rate is reduced to only 5%. Tax increases greater than 5% will be nearly impossible for Counties to increase taxes each year even by small amount; and

WHEREAS, the unfunded mandate provisions in the bill are insignificant and offer no protection from unfunded mandates; and

WHEREAS, this legislation may provide a means for the Governor's proposal to remove new construction from the effective tax rate calculation, it would obliterate fast growing counties such as our County, as we would be required to reduce our tax rate proportionate to population growth or face a rollback election; and

NOW, THEREFORE, the County of Hidalgo does hereby resolve that, for the foregoing reasons, that the Hidalgo County Commissioner's Court oppose the passage of HB 3534 or similar legislation in the 80th Session of the Texas Legislature.

ADOPTED THE _____ DAY OF APRIL 2007.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

J.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 L. GARZA, JR.
County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

County of Hidalgo

State of Texas

Resolution

WHEREAS, Hidalgo County is responsible for the operation and management of many and various governmental programs as required or authorized by state law; and

WHEREAS, the proposed legislation in the Texas House and Senate have called for legislation for counties and municipalities in the state of Texas to recalculate their effective tax rate in Senate Bill 1638 by Senator Tommy Williams or any similar legislation; and

WHEREAS, the legislation being proposed does not take into consideration the new property values in the effective tax calculation; and

WHEREAS, the legislation proposed would not allow new construction from the effective tax rate calculation, it would obliterate fast growing counties such as our County, as we would be required to reduce our tax rate proportionate to population growth or face a rollback election;

NOW, THEREFORE, the County of Hidalgo does hereby resolve that, for the foregoing reasons, that the Hidalgo County Commissioner's Court opposes the passage of SB 1638 or similar legislation in the 80th Session of the Texas Legislature.

ADOPTED THE _____ DAY OF APRIL 2007.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS
OF THE HIDALGO COUNTY COMMISSIONERS COURT

J.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 L. GARZA, JR.
County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, the Hidalgo County judicial system has continued to provide the residents of Hidalgo County with their constitutional right to speedy trial and jury of their peers; and

WHEREAS, the proposed legislation in the Texas House and Senate have called for a reorganization of the statutory and judicial courts systems in the state of Texas in Senate Bill 1204 by Senator Robert Duncan does not request public discussion from the courts impacted by this legislation; and

WHEREAS, Senate Bill 1204 specifically abolishes six Hidalgo County statutory courts and adds three new district courts to Hidalgo County with an effective date of January 11, 2011, overburdening the current judicial system; reduces the number of jurors from twelve members to six; the chief justice of the Supreme Court rather than the Governor appoint the administrative judge of the region; creates a judicial panel to hear complex litigation composed of five members designated by the Chief Justice of the Supreme Court rather than the case being heard in the district court in which it was filed; shifts the promulgation of civil litigation rules away from the Legislature, the policy making authority to the Texas Supreme Court; antiquates our current statutory court filing system to that of the district clerk court filing system; and

NOW THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioner's Court is opposed to any legislation that would result in removing the constitutional rights of the residents of Hidalgo County by severing their rights to have their civil litigation cases heard by the people they elected to serve in their judicial capacity; and

NOW, THEREFORE, the County of Hidalgo does hereby resolve that, for the foregoing reasons, it is in not in the best interests Hidalgo County and their taxpayers to support and favor the passage of SB 1204 in the 80th Session of the Texas Legislature.

ADOPTED THIS _____ DAY OF APRIL 2007.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING
MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

J.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 L. GARZA, JR.
County Commissioner, Pct. 4

Attested to:

Arturo Guajardo, Jr.
County Clerk

County of Hidalgo

State of Texas

Resolution

WHEREAS, during the 79th Legislative Session, Senate Bill 1863 mandated counties with populations of 50,000 and over to implement a collection program without any funding to set up the program; and

WHEREAS, under current statute, local governmental entities are allowed contract with private vendors to collect overdue fines and fees and those vendors could add a 30% fee, local governments were not allowed to add fees; and

WHEREAS, House Bill 1193 by Representative Kirk England will allow local government entities to add fees to their collections to offset the costs of the programs; and

NOW THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioner's Court is supports HB 1193 or companion legislation in the 80th Session of the Texas Legislature to allow counties to collect fees to assist in the collection of overdue fines and fees as it was mandated to counties and cities in 2005.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

J.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 L. GARZA, JR.
County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, Hidalgo County is responsible for the operation and management of many and various governmental programs as required or authorized by state law; and

WHEREAS, the state of Texas, acting through the Texas Legislature or through a state agency or executive order, may enact laws or promulgate rules that have the effect of imposing mandatory financial obligations upon Texas counties; and

WHEREAS, such unfunded mandates disproportionately burden local property taxpayers with paying for state programs, resulting in local tax increases and/or cutbacks in local programs; and

WHEREAS, Texas counties cannot achieve reliable financial planning and the necessary bond ratings sufficient to support county related obligations when the state mandates a new program that is not fully funded, reduces or fully withdraws prior funding and disbursement for county government programs or does not fund the increasing costs of existing mandates; and

WHEREAS, through the years, the vast majority of Texas counties have passed resolutions seeking an end to unfunded mandates through a constitutional amendment that would give voters the right to protect their local tax dollars from being redirected to state programs;

WHEREAS, on Feb. 12, 2007, the Honorable Rep. Wayne Smith, chairman of the House County Affairs Committee, introduced HJR 61, a constitutional amendment that would expressly prohibit the imposition of many mandatory governmental programs on Texas counties, whether by an act of the Texas Legislature or a state agency or by executive order, unless the state of Texas appropriates the necessary funds to enable Texas counties to operate said governmental program;

WHEREAS, on Feb. 21, 2007, Chairman Smith and his committee heard testimony on HJR 61, with the overwhelming majority of witnesses in support of the bill, including numerous county officials;

NOW, THEREFORE, the County of Hidalgo does hereby resolve that, for the foregoing reasons, it is in the best interests of Texas counties and their taxpayers to support and favor the passage of HJR 61 in the 80th Session of the Texas Legislature.

ADOPTED THE _____ DAY OF APRIL 2007.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS
OF THE HIDALGO COUNTY COMMISSIONERS COURT

J.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 L. GARZA
County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, Senator Juan Hinojosa and Senator Eddie Lucio have presented a rider in the Appropriations bill for the 2008-2009 biennium that would appropriate \$3,000,000 in general revenue to design and construct a new facility or existing facility in Hidalgo County for primary care and substance abuse outpatient services; and

WHEREAS, the Hidalgo County Commissioner's Court recognizes that there is a lack of substance abuse facilities in the Rio Grande Valley; and

WHEREAS, the Hidalgo County Commissioner's Court shall convey existing land or property that is owned by the County for the construction of a new facility or existing facility; and

WHEREAS, the Hidalgo County Commissioner's Court upon notification of the adoption of the Appropriations budget may negotiate the contractual terms of the conveyance of existing land or property with the Department of State Health Services and the County; and

NOW THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioner's Court is committed to the conveyance of existing land or property to the Department of State Health Services for the purposes of constructing a primary care and substance abuse facility in Hidalgo County subject/contingent upon the final adoption and engrossment of the General Appropriations Act and any line item vetoes by the Governor of the state of Texas for the best interests of the citizens of Hidalgo County.

ADOPTED THE _____ DAY OF APRIL 2007.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

J.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 L. GARZA, JR.
County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

County of Hidalgo

State of Texas

Resolution

WHEREAS, it is estimated that there are approximately 54,255 individuals requiring mental health crisis services annually in Texas; and

WHEREAS, the inability of Texas to serve these individuals adequately results in significant impacts upon hospital emergency rooms, county jails and law enforcement; and

WHEREAS, The Department of State Health Services earlier this year established a Crisis Services Redesign Committee to develop recommendations for mental health crisis services that are delivered through the local mental health authorities; and

WHEREAS, the Committee recommended the following core services be available in communities to treat psychiatric emergencies:

- Crisis hotline services
- Psychiatric emergency services with extended observation services (23 to 48 hours)
- Crisis outpatient services
- Community crisis residential services
- Mobile outreach services
- Crisis intervention team (CIT) mental health deputy/peace officer program; and

WHEREAS, The Department of State Health Services is requesting \$82 million in their Appropriation Exceptional Item to begin implementation of a "mental health crisis system redesign."

NOW, THEREFORE, BE IT RESOLVED, that the Hidalgo County Commissioner's Court does hereby declare its support for the Appropriation Exceptional Item recommended by the Department of State Health Services.

BE IT FURTHER RESOLVED, that a copy of this Resolution be sent to the Hidalgo County Legislative Delegation and the Chairmen of the House Appropriations Committee and the Senate Finance Committee.

Upon motion duly made and seconded, the above Resolution was unanimously passed on this the ____ day of April 2007.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING
MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

J.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 L. GARZA, JR.
County Commissioner, Pct. 4

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

Resolution

WHEREAS, agriculture remains a vital contributor to the economy of Hidalgo County and to the nation's supply of food and fiber, and rural America remains an important contributor to our state's culture work ethic and way of life; and

WHEREAS, agriculture and rural America are changing and correspondingly, their needs for financial services and capital, new investment, and infrastructure are changing; and

WHEREAS, the customer-owned Farm Credit System has a mission to serve the financial needs of agriculture and rural America by providing capital, expert advice and competitive financial services and products; and

WHEREAS, agriculture and rural communities need greater, more dependable access to competitive, flexible, financial resources in order to compete in a changing global economy; and

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners Court strongly supports legislative changes proposed in the 2007 Farm Bill that would provide agricultural producers, farm-related businesses, and rural homemakers with broader access to financing by the cooperative Farm Credit System; and

BE IT FURTHER RESOLVED, that we encourage our Senators and Representatives in the Congress of the United States to actively support these proposed legislative changes for the benefit of the inhabitants of Hidalgo County, our State of Texas and the United States of America.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

J.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 L. GARZA, JR.
County Commissioner, Pct. 4

AI-3344

10.B.

**Presentation
CC REGULAR**

Date: 04/10/2007
Submitted By: Mari Gutierrez, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Agenda Item

CAPTION

Presentation on the donated 50 Dell PC systems from Outsourcing Desktop Initiative for NASA (ODIN) Program of the Johnson Space Center in Houston, Texas.

BACKGROUND

These systems will be used by Hidalgo County employees to learn software applications used by the County, enhance the employees' computer skills, and decrease cost of computer purchase to taxpayers, all while improving County services to the residents of Hidalgo County

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/05/2007 04:12 PM	APRV
2	Purchasing Department			NEW
3	Auditor's Office			
4	Court Administrator			

Form Started By: Mari Gutierrez

Started On: 04/05/2007 03:31 PM

Final Approval Date:

AI-3325

11.A.

Planning Department
CC REGULAR

Date: 04/10/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Agenda Item

CAPTION

1. PRELIMINARY APPROVAL
 - a. Lugo Subdivision – Pct. 1 (Dario Lugo III)
 - b. Re-subdivision of Lot 4, Little Prairie Subdivision –Pct. 4(Liam Mullane)
2. FINAL APPROVAL
 - a. Lori Ann Acres Subdivision – Pct. 3 (Lori Ann Martinez)
 - b. Matthew Subdivision – Pct. 4 (David Villarreal)
 - c. Pueblo De Palmas Phase 6 Subdivision - Pct. 3 (J. Gary Frisby)

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Lugo Subd - Prelim](#)
Link: [Lugo Subd - Plat](#)
Link: [Resubd of Little Prairie - Prelim](#)
Link: [Resub of Little Prairie - Plat](#)
Link: [Lori Ann Acres - Final](#)
Link: [Lori Ann Acres - Plat](#)
Link: [Matthew - Final](#)
Link: [Matthew - Plat](#)
Link: [Pueblo de Palmas 6 - Final](#)
Link: [Pueblo De Palmas 6 - Plat](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 06:25 PM	APRV
2	Dale Kennan	Dale Kennan	04/05/2007 10:51 AM	APRV
3	Purchasing Department	Marty Salazar	04/05/2007 11:45 AM	APRV
4	Auditor's Office	Linda Fong	04/07/2007 11:46 AM	APRV
5	Court Administrator			NEW

Form Started By: Nora Cavazos

Started On: 04/04/2007 10:39 AM

Final Approval Date:



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: April 4, 2007

RE: **Lugo Subdivision – Pct. 1**
Preliminary Approval

Lugo Subdivision is a two (2) lot subdivision located on the South side of Mile 11 North Road, approximately ¼ mile East from FM 493.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 14, 2005. The proposed subdivision lies within a Zone "X & AH" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Mile 11 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Mile 11 North Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

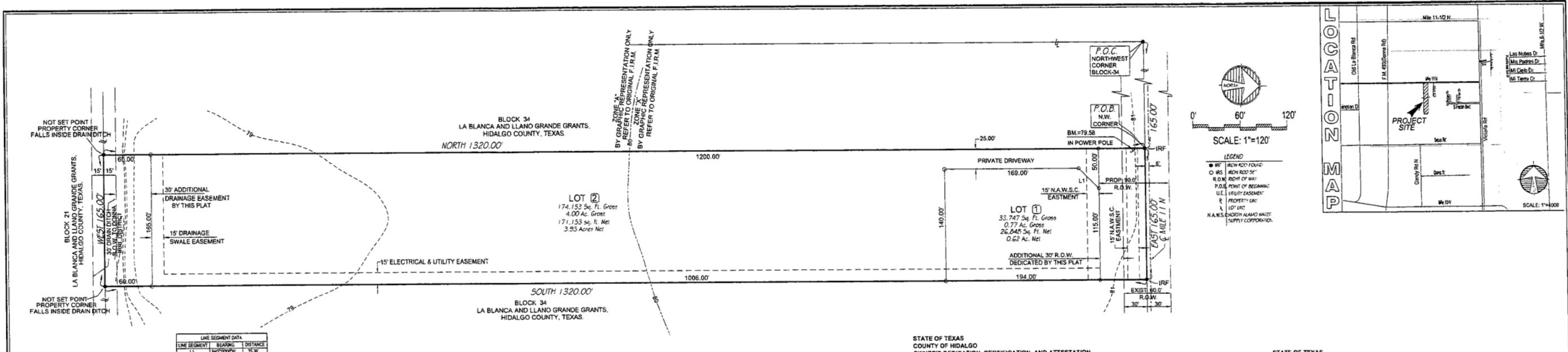
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **April 03, 2007** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

:
Name of Subdivision LUGO SUBDIVISION 3rd Review Page 1

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

Item Log #	Description of Item	Date	Logger's Initials
A	<u>1ST SHEET COMMENTS:</u> verify if a 15' exclusive esmnt is require by N.A.W.S.C. and also label acres size as net or gross for lot 1 and 2.	03-30-06	JRT
B	<u>PLAT NOTES:</u> #1 Provide (BFE) determined from FEMA and submit letter to our office. #5 provide NGVD and a permanent BM with in subd. (conc. Slab w/ disk) #13 add wording to note "drainage report" and see attachment for missing note as per owners statement for page 2.	"	"
C	<u>2ND SHEET COMMENTS:</u> tie down ex-trailer house, septic tanks, and flood zone division line from property line.	"	"
D	Verify with H.C.H.D. if a re-inspection report would be need it for ex-septic tanks.	"	"
E	According to this layout septic tanks and trench are encroaching on to lot #2, staff recommends to re design lot #2 to the north side. (refer to redlines)	"	"
F	Check with R.O.W. Dept. for all structures with in street right of way. Provide 1/3 escrow for ex-caliche road on Mile 11 North.	"	"
G	Label for contractor to re-grade Mile 11 North Road side ditch.	"	"
H	As per engineer report refer all facilities construction, and fees amounts to lot #2 and as per certification: provide amount for facilities fully constructed and also to reflect on const estimate chart.	"	"
I	Reverse heading of sewage description and high lights of report (refer to redlines) verify amount for prop. OSSF for lot 2,	"	"
J	Provide general permit to discharge from construction activities. (see attach memo)	"	"
K	All modification on General plat notes and Engineer report shall reflect on Spanish version.	"	"



LINE SEGMENT DATA		
LINE	SEGMENT	DISTANCE
L1	W50'00"P15'	25.36'

GENERAL PLAT NOTES & RESTRICTIONS

- FLOOD ZONE STATEMENT:**
FLOOD ZONE DESIGNATION: ZONE "A" AND "X"
ZONE "A" DETERMINED TO BE INSIDE OF 100-YEAR FLOOD; BASE FLOOD ELEVATION AND FLOOD HAZARD FACTORS NOT DETERMINED. COMMUNITY-PANEL NUMBER 480324 0450 C MAP REVISED: JUNE 6, 2000. REVISED TO REFLECT LOMR, DATED MAY, 30 2002.
ZONE "X" DETERMINED TO BE 500-YEAR FLOOD (WITHOUT SHADING); COMMUNITY-PANEL NUMBER 480324 0450 C MAP REVISED: JUNE 6, 2000. REVISED TO REFLECT LOMR, DATED MAY, 30 2002. WITH A BASE FLOOD ELEVATION OF 82.00.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAN 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: 30.00 FEET, REAR: 15.00 FEET, SIDE: 10.00 FEET.
CORNER: SEE MILE 11 NORTH-20'
- 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 AND FIRE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT FOR NEW CONSTRUCTION.
- MINIMUM FINISH FLOOR NOTE:**
MINIMUM FINISH FLOOR ELEVATION SHALL BE 16" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR ALL LOTS WITHIN THE SUBDIVISION AT THE TIME FOR APPLICATION FOR CONSTRUCTION. TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AND ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- BENCHMARK NOTE:**
BENCHMARK = 81.33 (N.G.V.D. 1929) C.P.S. IN POWER POLE LOCATED AT NORTHWEST CORNER OF SAID SUBDIVISION ON SOUTH RIGHT-OF-WAY OF MILE 11 N. ROAD
- DRAINAGE:**
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 4.94 CUBIC FEET 0.1125 ACRE-Feet OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS, BY DEPRESSED YARD AREAS AT FRONT AND REAR OF LOT AS HEREIN INDICATED.
- DRAINAGE SWALE EASEMENTS NOTE:**
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE 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 SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS
A.-OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B.-EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 0.50 ACRE LOT AREA WITH POTABLE WATER SUPPLY
C.-OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D.-SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY ALSO BE 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 DRAIN FIELD SYSTEM BASED ON SITE VISITS AND SOIL REPORT INFORMATION DATE 02/05/05.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.**
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES NATURE HEIGHT, GRASS, GROUND COVER OR FLOWERS) AND OTHER OBSTRUCTIONS AFFECTING THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.
- LEGEND "1" DENOTES 1/2" IRON ROD SET FOR ALL LOT CORNERS.
- AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION EACH LOT FOR THE PURPOSE OF INSTAING AN APPROVED OSSF ON THE OT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay 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 for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantor is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

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

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. 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 VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THE INSTRUMENT THE
DAY OF _____, 2007.

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

WE, DARIO LUGO III & REBECCA S. LUGO AS OWNERS OF THE 5.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LUGO SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PRIVATE USE OF THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, 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.

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

DARIO LUGO III	DATE	REBECCA S. LUGO	DATE
P.O. BOX 348		P.O. BOX 348	
DONNA, TX. 78537		DONNA, TX. 78537	
HIDALGO COUNTY, TEXAS.		HIDALGO COUNTY, TEXAS.	

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DARIO LUGO III AND REBECCA S. LUGO PERSONALLY APPEARED AND PROVED, THROUGH HIS OR HER DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE OR SHE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE OR SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED. ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED. THIS THE _____ DAY OF _____, 2007 A.D.

NOTARY PUBLIC FOR THE STATE OF TEXAS MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS
HIDALGO COUNTY

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §232.028(a) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LUGO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS THE _____ DAY _____, 2007 A.D.

HIDALGO COUNTY JUDGE	ATTEST:	HIDALGO COUNTY CLERK
DATE: _____		DATE: _____

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORDING AT _____ O'CLOCK _____ ON THE _____ DAY OF _____, 2007 A.D. I FURTHER CERTIFY THAT THE FOREMENTIONED PLAT WAS RECORDED IN VOLUME _____ PAGE(S) _____ OF THE MAP RECORDS OF HIDALGO COUNTY AT _____ A.P.M. ON THE _____ OF _____, 2007 A.D.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON DONNA IRRIGATION DISTRICT RIGHT OF WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF DONNA IRRIGATION DISTRICT. THIS PLAT IS HEREBY APPROVED BY THE DONNA IRRIGATION DISTRICT DATED THIS _____ DAY OF _____, 2007.

PRESIDENT-DONNA IRRIGATION DISTRICT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, ARTURO GARCIA JR., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

ARTURO GARCIA, JR., PE # 69356
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4562
MULLEN, TEXAS 78502
PHONE (956) 630-3340
FAX (956) 630-3868



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

REYNALDO ROBLES R.F.L.S. #4032
DATE SURVEYED: _____
DATE OF THIS PLAT: _____
ROBLES & ASSOCIATES, PLLC
P.O. BOX 476
WESLACO, TEXAS 78599-0476
(956)966-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF DONNA HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY OF DONNA MAYOR DATE: _____

THIS SUBDIVISION PLAT OF LUGO SUBDIVISION 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 _____, 2007 A.D.

CHAIRMAN, PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURE 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

SUBDIVISION PLAT OF
LUGO SUBDIVISION
HIDALGO COUNTY, TEXAS

BEING A SUBDIVISION OF 5.00 ACRES OF LAND OUT OF BLOCK 34 LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "B", HIDALGO COUNTY, TEXAS.



PROJECT NAME:	LUGO SUBDIVISION
PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
PLANS FOR:	SUBDIVISION PLAT
REVISIONS	
DRAWN BY:	CHECKED BY:
PLT	PLT
APPROVED:	PROJECT NO.
A.E.	69356
DATE PREPARED:	DATE

1 OF 2

PRINCIPAL CONTACTS				
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
DONNELLY, DANIEL J.	7750 E. 21st	Waco, TX 76797	767/211-1111	
ENGINEER, ARTURO GARCIA, JR.	P.O. BOX 4562	MULLEN, TEXAS 78502	956/630-3340	956/630-3868
SURVEYOR, REYNALDO ROBLES	P.O. BOX 476	WESLACO, TEXAS 78599-0476	956/966-2422	956/966-2422

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
LUGO SUBDIVISION IS LOCATED IN EAST HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 11 ROAD AND, APPROXIMATELY 14 MILES EAST OF ITS INTERSECTION WITH LA BLANCA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,811) LUGO SUBDIVISION LIES APPROXIMATELY 2 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §212.001 LIES IN PRECINCT No. 1.



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: April 4, 2007

RE: **Re-subdivision of Lot 4, Little Prairie Subdivision – Pct. 4**
Preliminary Approval

Re-subdivision of Lot 4 out of Little Prairie Subdivision is a two (2) lot subdivision located on the South side of Valdez Street, approximately 660 feet East from Engelman Garden 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 29, 2007. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Valdez Street of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on Valdez Street 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.

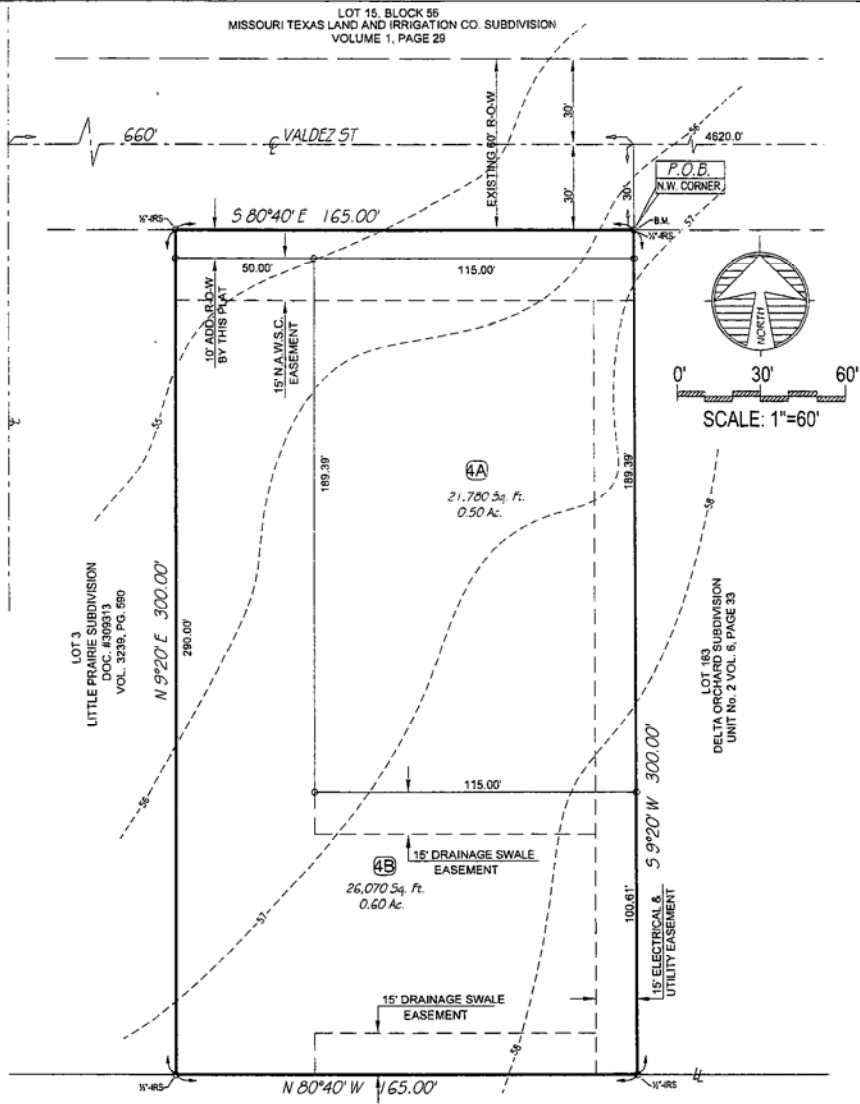
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **April 03, 2007** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Re-Subdivision of lot 4 out of Little Prairie** Page 1 of 1
Subdivision. 2nd Review

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 owners name and Doc# for all adjoining properties.	03-30-07	JRT
B	Show distance dim. Tie down from the street intersection of Engelman Garden Rd. to subdivision property corner. (Refer to redlines.)	"	"
C	<u>PLAT NOTES:</u> #8) provide date on item "D" soil report information.	"	"
D	<u>2ND SHEET COMMENTS:</u> Show location of existing gas line and emsnt width with its document number on the north section of this subdivision.	"	"
E	Existing fence along the east side of this subdivision will need to be remove outside utility esmnt and re align with property line.	"	"
F	As per engineering report mention the existing water meter on lot 4A and if it will be replace with propose dual service.	"	"
G	Provide all amounts prior to final review for original mylar plat.	"	"
H	Use correct subdivider statement it does not coincide with sewage report, and correct subdivision name.	"	"
I	All modification on engineer and sewage report need to reflect on Spanish version.	"	"
J	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.	"	"
K		"	"
L		"	"
M		"	"
N			



METES AND BOUNDS

Being 1.136 acres of land situated in Hidalgo County, Texas, and being all of Lot 4, Little Prairie Subdivision, as per map recorded in Volume 21, page 172, of the Hidalgo County Map Records, and said 1.136 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "RRA" set for the northeast corner of said Lot 4 and the northeast corner of said tract herein described;

THENCE, South 09° 20' West, 300.00 feet, with the east line of said Lot 4 to a 1/2-inch iron rod with a plastic cap stamped "RRA" set for the southeast corner of said Lot 4 and the southeast corner of said tract herein described;

THENCE, North 80° 40' West, 165.00 feet, with the south line of said Lot 4 to a 1/2-inch iron rod with a plastic cap stamped "RRA" set for the southwest corner of said Lot 4 and the southwest corner of said tract herein described;

THENCE, North 09° 20' East, 300.00 feet, with the west line of said Lot 4 to a 1/2-inch iron rod with a plastic cap stamped "RRA" set for the northwest corner of said Lot 4 and the northwest corner of said tract herein described;

THENCE, South 80° 40' East, 165.00 feet, with the north line of said Lot 4 and with the south right of way line of Valdez Street to the **POINT OF BEGINNING** and containing 1.136 acres of land more or less.

LEGEND

- IRF IRON ROD FOUND
- IRS IRON ROD SET
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- U.E. UTILITY EASEMENT
- B.M. BENCH MARK
- H.C.M.R. HIDALGO COUNTY MAP RECORDS
- N.A.W.S.C. NORTH ALAMO WATER SUPPLY CORPORATION

- GENERAL PLAT NOTES & RESTRICTIONS**
- FLOOD ZONE STATEMENT:**
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE OF DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD COMMUNITY-PANEL NUMBER 48334 0450 C MAP REVISED JUNE 6, 2000
 - CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).**
 - MINIMUM BUILDING SETBACK LINES:**
FRONT 30.00 FEET
REAR 15.00 FEET
SIDE 6.00 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 AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT FOR NEW CONSTRUCTION.
 - 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 ALL LOTS WITHIN THE SUBDIVISION 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 OF DEVELOPMENT PERMIT APPLICATION.
 - BENCHMARK NOTE:** SET NAIL ON POST LOCATED AT NORTHEAST CORNER OF SAID PROPERTY ON SOUTH RIGHT-OF-WAY. ELEVATION 57. NGVD 1929
 - 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 1.58 CUBIC FEET, 0.0172 ACRE-FOOT OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY DEPRESSED YARD AREAS AT FRONT AND REAR OF LOT AS HEREIN INDICATED.
 - DRAINAGE SWALE EASEMENTS NOTE:**
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.

- ON-SITE SEWAGE FACILITIES (OSSE) NOTE:** THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSE ON ALL LOTS.
- OSSE SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.**
- EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 0.50 ACRE 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 EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL TEST SHOW CLASS IV SOIL WHICH REQUIRES A DIFFERENT TYPE OF SYSTEM THEN A STANDARD ABSORPTION SYSTEM. BASED ON SITE VISITS AND SOIL REPORT INFORMATION DATE.**
- APPROVED "OSSE" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.**
- LIAM P. MULLANE AND HADESSA M. D. MULLANE, THE OWNERS & SUBDIVIDERS OF LOT 4A & 4B RE-SUBDIVISION OF LOT 4, LITTLE PRAIRIE SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSE ON THE LOT AS DESCRIBED ON SHEET No.2 OF THIS PLAT.**
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.**
- NO PERMANENT STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES NATURE HEIGHT, GRASS, GROUND COVER OR FLOWERS) AND OTHER OBSTRUCTIONS AFFECTING THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.**
- AN OFF-STREET 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 THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSE PLAN ARE APPROVED.**
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.**

STATE OF TEXAS
COUNTY OF HIDALGO
OWNERS' DEDICATION, CERTIFICATION, AND ATTESTATION

WE, LIAM P. MULLANE AND HADESSA M. D. MULLANE, AS OWNERS OF THE LOT 4 OF LAND ENCOMPASSED WITHIN THE PROPOSED LITTLE PRAIRIE SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 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

LIAM P. MULLANE
76565 W. 80th
FREMONT CITY, MICHIGAN 49412

HADESSA M. D. MULLANE
76565 W. 80th
FREMONT CITY, MICHIGAN 49412

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, LIAM P. MULLANE AND HADESSA M. D. MULLANE PERSONALLY APPEARED AND PROVED, THROUGH HER DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE, TO BE THE PERSONS WHOSE NAMES IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. FURTHERMORE, AFTER BEING SWORN BY ME, SHE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE & SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED THIS ____ DAY OF ____, 2007 A.D.

NOTARY PUBLIC FOR THE STATE OF TEXAS MY COMMISSION EXPIRES ON: ____

STATE OF TEXAS
COUNTY OF HIDALGO

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 232.028(h)
I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOT 4A & 4B, RE-SUBDIVISION OF LOT 4, LITTLE PRAIRIE SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS ____ DAY OF ____, 2007 A.D.

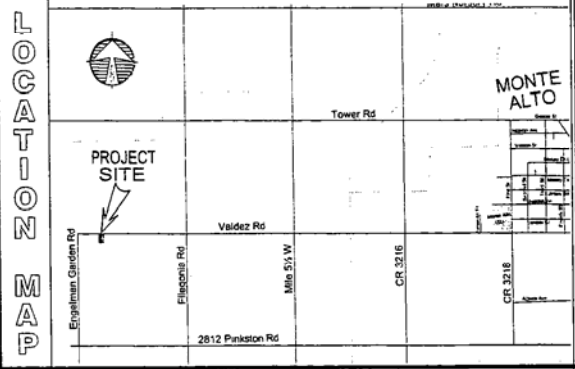
HIDALGO COUNTY JUDGE ATTEST: HIDALGO COUNTY CLERK
DATE: ____ DATE: ____

COUNTY CLERK'S RECORDING CERTIFICATE
I, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORDING AT ____ O'CLOCK, ON THE ____ DAY OF ____, 2007 A.D. I FURTHER CERTIFY THAT THE FOREMENTIONED PLAT WAS RECORDED IN VOLUME ____ (PAGE) OF THE MAP RECORDS OF HIDALGO COUNTY AT ____ A.P.M. ON THE ____ OF ____, 2007 A.D.

HIDALGO COUNTY CLERK

PRINCIPAL CONTACTS					
NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX	
OWNER(S):	18077 MASKE	10338 N. 80th	RENO, ID 83401	254	
ENGINEER:	ARTURO GARCIA, JR.	P.O. BOX 4562	MCCALL, TEXAS 75857	956 630 3340	
SURVEYOR:	REYNALDO ROBLES	P.O. BOX 476	WESLACO, TEXAS 75799-0476	956 630 3340	

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL JURISDICTION OF A MUNICIPALITY:
LOT 4A & 4B, RE-SUBDIVISION OF LOT 4, LITTLE PRAIRIE SUBDIVISION, IS LOCATED IN EAST HIDALGO COUNTY AT 680 FEET EAST FROM THE INTERSECTION OF ENGELMAN GARDEN ROAD AND VALDEZ ROAD APPROXIMATELY 1.9 MILES WEST FROM THE COMMUNITY OF MONTE ALTO THIS SUBDIVISION DOES NOT FALL WITHIN ANY



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, ARTURO GARCIA JR., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

ARTURO GARCIA, JR., PE # 69356
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4562
MCCALL, TEXAS 75857
PHONE (956) 630-3340
FAX (956) 630-3868



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

REYNALDO ROBLES, R.P.L.S.
DATE SURVEYED: JULY 27, 2006
REGISTERED PROFESSIONAL LAND SURVEYOR No.4032
ROBLES & ASSOCIATES, PLLC
P.O. BOX 476
WESLACO, TEXAS 75799-0476
PHONE (956) 966-2422

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY: ____

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS HEREBY APPROVED BY THE DELTA LAKE IRRIGATION DISTRICT ON THIS ____ DAY OF ____, 2007.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON DELTA LAKE IRRIGATION DISTRICT RIGHT-OF-WAYS OR EASEMENTS

PRESIDENT - DELTA LAKE IRRIGATION DISTRICT

SECRETARY

**RE-SUBDIVISION OF LOT 4 OUT OF
LITTLE PRAIRIE SUBDIVISION**
HIDALGO COUNTY, TEXAS.
BEING ALL OF LOT 4, LITTLE PRAIRIE SUBDIVISION
RECORDED IN VOLUME 21, PAGE 172, HIDALGO COUNTY MAP RECORDS

PROJECT NUMBER:	5,001
PROJECT NAME:	LOT 4, LITTLE PRAIRIE SUBDIVISION
PROJECT LOCATION:	HIDALGO COUNTY, TEXAS
PLAT FOR:	PRELIMINARY PLAT
DATE:	DEC 12, 2006
BY:	H.O.
CHECKED BY:	APPENDED

1 of 2



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: April 4, 2007

RE: **Lori Ann Acres Subdivision – Pct. 3**
Final Approval

Lori Ann Acres is a (1) lot subdivision located on the West side of Moorefield Road, approximately 2640 feet South of FM 1924.

The proposed Subdivision lies within the City of Mission 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 May 04, 2006. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate fifteen (15) feet on Moorefield of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on Moorefield Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on November 14, 2006. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **April 03, 2007**.

MATTHEW SUBDIVISION

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

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

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

THENCE S 80°55'54"E, PASSING AT 20.00 FEET A 1/2" IRON ROD FOUND AT THE EAST R.O.W. LINE OF VAL VERDE ROAD, A TOTAL DISTANCE OF 798.32 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT,

THENCE S 80°55'54"W, A DISTANCE OF 124.50 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH LINE OF LOT 10, FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE N 80°55'50"W, ALONG THE SOUTH LINE OF LOT 10, PASSING AT 778.32 FEET A 1/2" IRON ROD FOUND FOR THE EAST R.O.W. LINE OF VAL VERDE ROAD, A TOTAL DISTANCE OF 798.32 FEET TO THE POINT OF BEGINNING, AND CONTAINING A 2.28 ACRES OF LAND MORE OR LESS.

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

I, DAVID VILLARREAL, JR., AS OWNER (S) OF THE 2.28 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MATTHEW SUBDIVISION, HEREBY DEDICATE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

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

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

NOTARY PUBLIC, FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____
APPROVED BY WATER DISTRICT:
THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1
ON THIS THE _____ DAY OF _____, 20____.

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

ATTEST: _____
PRESIDENT SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 HEREBY WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO THIS SUBDIVISION, ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE §48.021(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON THE USUALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

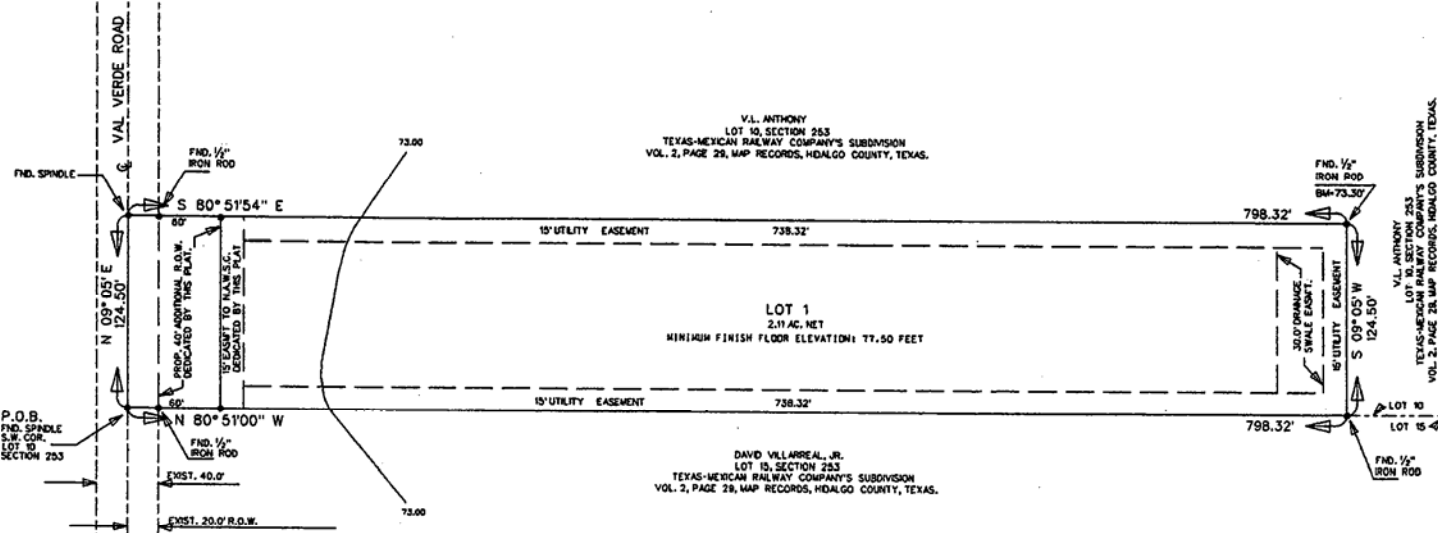
STATE OF TEXAS
COUNTY OF HIDALGO
I, HOMERO L. GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PALMAREST SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

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

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

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

INDEX TO SHEET OF MATTHEW SUBDIVISION	
SHEET 1	HEADINGS, INDEX, LOCATION MAP AND ESTATE PRINCIPAL CONTRACTS PLAT WITH LOTS, INTERESTS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY APPROVAL, CERTIFICATE OF RECORDING, CERTIFICATE OF RECORDING, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DISTRIBUTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATION OF THE PROJECT IS SITUATED IN THE CITY OF PALMAREST SUBDIVISION, CERTIFICATE OF APPROVAL REVISION NOTES
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (TYPICAL AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF SEWER AND WATER WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS) TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION DRAINAGE MAP, INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION (REVISION NOTES)



RIGHT OF WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, SURRENDER, 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 IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS LOCATED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVEYANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF 2008

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



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY
MATTHEW SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 4 IN THE EAST SIDE OF HIDALGO COUNTY ON VAL VERDE RD., ROAD 0, 2.28 ACRES NORTH OF S. W. 107. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG, POPULATION 42,000, MATTHEW SUBDIVISION LIES APPROXIMATELY 3.5 FROM THE CITY LIMITS OF EDINBURG AND IS OUTSIDE OF THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES			
NO.	SHEET	REVISION	DATE APPROVED

PRINCIPAL CONTACTS:
NAME ADDRESS CITY & ZIP PHONE
OWNER: DAVID VILLARREAL, JR. 618 N. VAL VERDE RD EDINBURG, TEXAS 78541 (956) 330-1009
ENGINEER: GUILLELMO A. ARRATIA, P.E. 526 N. 5TH ST. DONNA, TX 78537 (956) 874-0218
SURVEYOR: HOMERO L. GUTIERREZ 220 N. 12TH ST. MCALLEN, TEXAS 78501 (956) 563-5479

- THIS LOT HAS A 15' WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE REAR, NORTH AND SOUTH SIDE OF THIS LOT AND A 30' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF THE LOT. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANKS
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
- ON-SITE SEWAGE FACILITIES (OSSF) NOTES
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
- SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXEMPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. PLANE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
- APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF A LOT.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
- DAVID VILLARREAL, JR., THE OWNER A SUBDIVIDER OF MATTHEW SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODES 232.020(c)
WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MATTHEW SUBDIVISION
WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT
ON _____

HIDALGO COUNTY JUDGE DATE

ATTEST: HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

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

DATE OF PREPARATION NOVEMBER 2008.
NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS 78537
PH (956) 784-0218
FAX (956) 464-5065



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

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

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

DATE: April 4, 2007

RE: **Pueblo De Palmas Phase 6 Subdivision – Pct. 3
Final Approval**

Pueblo De Palmas Phase 6 is a ninety (90) lot subdivision located approximately 3284 feet South of its intersection with Mile 7 Road and Queen Palm Drive.

The proposed Subdivision lies within the Rural area of the County

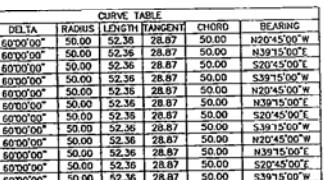
The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 20, 2003. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Isidoro Gomez and approved by the Environmental Health Department. All septic tanks are in place and were inspected, and can be expected to function satisfactorily.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing ten (10) inch waterline on Washington Palm Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on February 11, 2003. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 03, 2007**.



DAVID G. SALINAS, P.E. REG. No. 71973
LA JOLLA WATER SUPPLY CORPORATION

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	G & D FINANCIAL SERVICES L.P.				
ATTN:	J. GARY FREESTY - PRESIDENT				
	C & D FINANCE CO., INC.				
	ITS SOLE GENERAL PARTNER	P.O. BOX 1000	MISSISSAUGA, ONT. M5B 2S7	(905) 583-1114	(905) 583-8343
ENGINEER:	FRED L. KURTH	115 W. MCINTYRE	EDMONTON, ALBERTA T5C 1S4	(905) 381-0981	(905) 381-1838
		EDMONTON, ALBERTA T5C 1S4	EDMONTON, ALBERTA T5C 1S4	(905) 381-0981	(905) 381-1838



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. Wacker Drive
Evanston, IL 60201
E-MAIL: www.meldenandhunt.com

OFF: (846) 381-1000
FAX: (846) 381-1001
ESTABLISHED 1947

An aerial photograph of Mexico City, Mexico, with a scale bar at the top indicating 0 to 2000 meters. A large black arrow points from the bottom right towards a specific urban area in the center-left of the image. This area is labeled 'MEXICO CITY (F.A. 229)' and contains several smaller labels: 'BARRIO DE LA LAGUNA' and 'BARRIO DE LA LAGUNA' are visible on the left side, while 'BARRIO DE LA LAGUNA' and 'BARRIO DE LA LAGUNA' are visible on the right side. The map shows a dense grid of streets and buildings, with some areas shaded in grey.

[illegible]

WIDALGO COUNTY DRAINAGE DISTRICT NO. 1

SHEET 1 OF 3 SHEET

AI-3193

12.A.

Road Abandonment

CC REGULAR

Date: 04/10/2007

Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Agenda Area: Right of Way

Agenda Item

CAPTION

Discussion and/ or approval of Order Closing, Abandoning and Vacating a 40' Right of Way located on Part of Lots 8 & 9 Block 46 Missouri Texas Land and Irrigation Company Subdivision, Hidalgo County, Texas. A 0.21 acre tract of land being 0.11 of an acre of lot 8 and 0.10 of an acre out of Lot 9.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Letter of Request](#)

Link: [Survey](#)

Link: [Order Abandoning](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 10:12 AM	APRV
2	Dale Kennan	Dale Kennan	04/04/2007 10:31 AM	APRV
3	Purchasing Department	Marty Salazar	04/04/2007 11:34 AM	APRV
4	Auditor's Office	Linda Fong	04/07/2007 11:55 AM	APRV
5	Court Administrator			NEW

Form Started By: Sandra Garcia

Started On: 03/28/2007 10:45 AM

Final Approval Date:

March 23, 2007

To:
Commissioner's Court
Sylvia Handy
Roy Gonzalez

→ 283.8402

From Debbie R. Pierce

On behalf of the estate of Frank and Edna Lewis, I, Debbie R. Pierce, executor of the estate, hereby and respectfully request the Commissioner's Court to grant a road abandonment that applies to the property located at Part of Lots 8 and 9 Block 46, Missouri-Iexas Land and Irrigation Company Subdivision, Hidalgo County, Texas, a 0.21 acre tract of land being 0.11 of an acre of Lot 8, and 0.10 of an acre out of Lot 9, addressed as RR 1 Box 255, Edcouch, TX 78538 or 911 address 27510 FM 88, Edcouch, TX 78538.

Specifically, this is the asphalt driveway that begins ON the Lewis Estate property currently regarded as a continuation of Charles Green Road. This driveway is located on the Lot 9 portion of the property.

I would further and respectfully request the court to consider and act on the road abandonment within the business of their next scheduled meeting as the sale of this property is pending and time critical to the parties involved.

I thank the commissioners for their consideration, time and attention to this timely matter.

Sincerely,



Debbie R. Pierce

512-757-0742
drpierce@austin.rr.com
PO Box 332
San Marcos, TX 78667

RIO-DELTA SURVEYING
8207 Mateo Escobar
Monte Alto, Texas 78538
956-380-5154 956-380-5156 fax

Metes and Bounds Description
40' R.O.W. TO BE ABANDONED

A 0.21 acre tract of land being 0.11 of an acre out of Lot 8, and 0.10 of an acre out of Lot 9, both in Block 46, out of Missouri-Texas Land and Irrigation Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Page 29, Map Records of Hidalgo County, Texas, said 0.21 acre tract of land being part of a 40 foot county road recorded in Volume 1, Page 29, Map Records and is being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 8, Block 46, same being the Northwest corner of Lot 9, Block 46, THENCE South $80^{\circ}40'00''$ East, with the common line between said Lots 8 and 9, a distance of 876.51 feet to the East right-of-way line of F.M Road 88 recorded in Volume 468, Page 138 for a corner of this tract of land and the POINT OF BEGINNING;

THENCE with said East right-of-way line being a curve to the right having a Radius of 3224.04 feet, a Delta Angle of $00^{\circ}21'20''$, and an Arc Length of 20.01 feet to the North right-of-way line of a 40 foot county road recorded in Volume 1, Page 29, Map Records, for the Northwest corner of this tract of land;

THENCE South $80^{\circ}40'00''$ East, with said North right-of-way line, a distance of 224.19 feet to the Northeast corner of this tract of land;

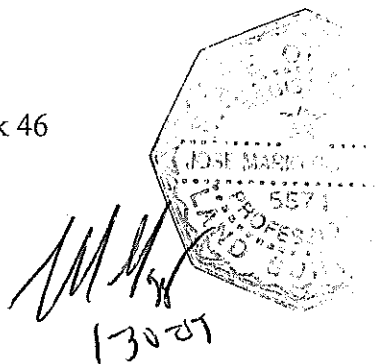
THENCE South $05^{\circ}50'28''$ East, a distance of 20.72 feet to the common line between said Lots 8 and 9 for a corner of this tract of land;

THENCE South $02^{\circ}29'06''$ East, a distance of 20.43 feet to the South right-of-way line of said 40 foot county road, for the Southeast corner of this tract of land;

THENCE North $80^{\circ}40'00''$ West, with said South right-of-way line, a distance of 234.65 feet to the East right-of-way line of said F.M. 88 for the Southwest corner of this tract of land;

THENCE with said East right-of-way line, being a curve to the right having a Radius of 3224.04 feet, a Delta Angle of $00^{\circ}21'20''$ and an Arc Length of 20.00 feet to the POINT OF BEGINNING, containing 0.21 of an acre of land.

Basis of bearing: South line of Lot 8, Block 46



THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

**ORDER CLOSING, ABANDONING AND VACATING
0.21 ACRES OF ROADWAY BEING A PART OF
CHARLES GREEN ROAD, A COUNTY ROAD**

WHEREAS, the Commissioners Court of Hidalgo County, on the _____ day of _____ 2007, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating a 0.21 acre tract of land being 0.11 of an acre out of Lot 8, and 0.10 of an acre out of Lot 9, both in Block 46, out of Missouri – Texas Land and Irrigation Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Page 29, Map Records of Hidalgo County, Texas, said .21 acre tract of land being part of a 40 foot country road recorded in Volume 1, Page 29, Map Records (the “Road”) and is being more particularly described by meets and bounds attached hereto as Exhibit “A” and made a part hereof.

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is not currently in use; that there is no foreseeable need or use in the future for the Road and that the Road abuts State FM 88 to the west and abuts Delta Lake to the east;

WHEREAS, The Commissioners Court has examined correspondence attached hereto as Exhibit “A” and is not opposed to Hidalgo County abandoning, closing and vacating the Road;

NOW THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Road as described in Exhibit “A”.

BE IT FURTHER ORDERED that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the public road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that about the portion of the road being closed, abandoned and vacated. A copy of such Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the owner of the abutting property.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, said Motion being seconded by Commissioner _____ and duly adopted by all members of the Court present voting "aye".

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

RIO-DELTA SURVEYING
8207 Mateo Escobar
Monte Alto, Texas 78538
956-380-5154 956-380-5156 fax

Metes and Bounds Description
40' R.O.W. TO BE ABANDONED

A 0.21 acre tract of land being 0.11 of an acre out of Lot 8, and 0.10 of an acre out of Lot 9, both in Block 46, out of Missouri-Texas Land and Irrigation Company Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Page 29, Map Records of Hidalgo County, Texas, said 0.21 acre tract of land being part of a 40 foot county road recorded in Volume 1, Page 29, Map Records and is being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 8, Block 46, same being the Northwest corner of Lot 9, Block 46, THENCE South $80^{\circ}40'00''$ East, with the common line between said Lots 8 and 9, a distance of 876.51 feet to the East right-of-way line of F.M Road 88 recorded in Volume 468, Page 138 for a corner of this tract of land and the POINT OF BEGINNING;

THENCE with said East right-of-way line being a curve to the right having a Radius of 3224.04 feet, a Delta Angle of $00^{\circ}21'20''$, and an Arc Length of 20.01 feet to the North right-of-way line of a 40 foot county road recorded in Volume 1, Page 29, Map Records, for the Northwest corner of this tract of land;

THENCE South $80^{\circ}40'00''$ East, with said North right-of-way line, a distance of 224.19 feet to the Northeast corner of this tract of land;

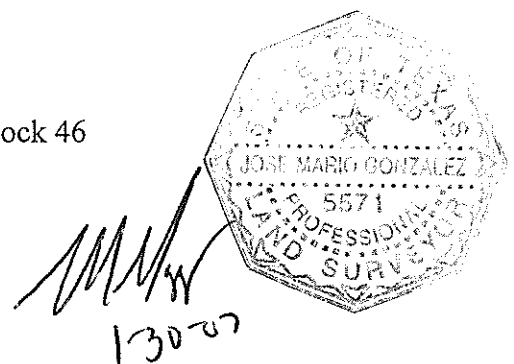
THENCE South $05^{\circ}50'28''$ East, a distance of 20.72 feet to the common line between said Lots 8 and 9 for a corner of this tract of land;

THENCE South $02^{\circ}29'06''$ East, a distance of 20.43 feet to the South right-of-way line of said 40 foot county road, for the Southeast corner of this tract of land;

THENCE North $80^{\circ}40'00''$ West, with said South right-of-way line, a distance of 234.65 feet to the East right-of-way line of said F.M. 88 for the Southwest corner of this tract of land;

THENCE with said East right-of-way line, being a curve to the right having a Radius of 3224.04 feet, a Delta Angle of $00^{\circ}21'20''$ and an Arc Length of 20.00 feet to the POINT OF BEGINNING, containing 0.21 of an acre of land.

Basis of bearing: South line of Lot 8, Block 46



March 23, 2007

To:
Commissioner's Court
Sylvia Handy
Roy Gonzalez

From Debbie R. Pierce

On behalf of the estate of Frank and Edna Lewis, I, Debbie R. Pierce, executor of the estate, hereby and respectfully request the Commissioner's Court to grant a road abandonment that applies to the property located at Part of Lots 8 and 9 Block 46, Missouri-Texas Land and Irrigation Company Subdivision, Hidalgo County, Texas, a 0.21 acre tract of land being 0.11 of an acre of Lot 8, and 0.10 of an acre out of Lot 9, addressed as RR 1 Box 255, Edcouch, TX 78538 or 911 address 27510 FM 88, Edcouch, TX 78538.

Specifically, this is the asphalt driveway that begins ON the Lewis Estate property currently regarded as a continuation of Charles Green Road. This driveway is located on the Lot 9 portion of the property.

I would further and respectfully request the court to consider and act on the road abandonment within the business of their next scheduled meeting as the sale of this property is pending and time critical to the parties involved.

I thank the commissioners for their consideration, time and attention to this timely matter.

Sincerely,



Debbie R. Pierce

512-757-0742
drpierce@austin.rr.com
PO Box 332
San Marcos, TX 78667

AI-3335

12.B.

Additional Right of Way
CC REGULAR

Date: 04/10/2007
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 surveys, title reports, appraisals and acquisition of additional right of way on Thomas Road from Jackson Road west to McColl Road.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 06:28 PM	APRV
2	Dale Kennan	Dale Kennan	04/05/2007 11:31 AM	APRV
3	Purchasing Department	Marty Salazar	04/05/2007 11:54 AM	APRV
4	Auditor's Office	Linda Fong	04/07/2007 11:55 AM	APRV
5	Court Administrator			NEW

Form Started By: Sandra Garcia

Started On: 04/04/2007 02:34 PM

Final Approval Date:

AI-3345

12.C.

**Ratification of Oil, Gas & Mineral Lease
CC REGULAR**

Date: 04/10/2007
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 approval of Ratification of Oil, Gas & Mineral Lease, Reynosa North Prospect, a royalty out of a 44.19 acre tract out of Lot 2, Block 12, A.J. McColl Subdivision, Hidalgo County, Texas.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Letter Oil, Gas & Lease](#)

Link: [Attachments 1](#)

Link: [Attachment 2](#)

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

Form Routing/Status

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

Form Started By: Sandra Garcia

Started On: 04/05/2007 03:59 PM

Final Approval Date:

MOFFITT & ASSOCIATES, INC.
PROFESSIONAL LAND CONSULTANTS

WILSON PLAZA EAST
Suite 707, 545 N. Upper Broadway
Corpus Christi, Texas 78476

WILLIAM P. MOFFITT, C.P.L.
MICHELLE MUELLER MOFFITT, C.P.L.

OFFICE: (361) 884-9273
FAX: (361) 888-5100

SEND MAIL TO
P. O. BOX 2786
CORPUS CHRISTI, TEXAS 78403

March 30, 2007

Joe Pena
County of Hidalgo, Texas
509 East Bearling Road
San Juan, Texas 78589

RE: Ratification of Oil, Gas & Mineral Lease
Reynosa North Prospect, Hidalgo County, Texas

Dear Mr. Pena,

Pursuant to our telephone conversation, Hidalgo County owns a non-participating royalty interest out of a 44.19 acre tract out of Lot 2, Block 12, A. J. McColl Subdivision, Hidalgo County, Texas.

Therefore, attached herewith for your review and execution are one (1) original and one (1) copy of Ratification of Oil, Gas and Mineral Lease Hidalgo County, Trustee to Suemaur Exploration & Production, LLC. Additionally, I have included copies of all of the leases that the county is ratifying along with a backup deed.

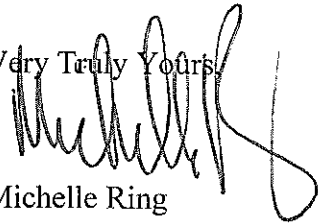
Please have your legal department review the Ratification of Oil, Gas and Mineral Lease and if it meets with your approval and acceptance, then:

1. Please execute the original Ratification of Oil, Gas and Mineral Lease in the space provided;
2. Have your signatures properly acknowledged by a Notary Public;
3. Mail the fully executed and notarized Ratification of Oil, Gas and Mineral Lease to me in the attached self-addressed envelope.

It is my understanding that we must present this to the Commissioners Court before anything may be approved. Therefore, please place us on the first available agenda. We had discussed April 10. I will follow up with you on April 4.

If you have any questions or need an additional information, please do not hesitate to call me at the above listed phone numbers or at 361-877-8790.

Very Truly Yours,


Michelle Ring

Enclosures



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

TO: Mr. Steve Crain – Attorney at Law
Atlas & Hall

FROM: Joe Pena 
Director
Right of Way Dept.

DATE: April 4, 2007

SUBJECT: Ratification of Oil, Gas, & Mineral lease

Steve,

Attached please find a copy of the above-mentioned document, please review and let me know who should place it on the agenda.

Should you have any questions please call.

Thanks,
Joe

OIL AND GAS LEASE

This Oil and Gas Lease, made and entered into this 24th day of March, 2007 by and between: **SHRINERS HOSPITALS FOR CHILDREN** (herein called "Lessor"), a non-profit corporation whose address is 2900 Rocky Point Drive, Tampa, Florida 33607, and **Suemaar Exploration & Production, LLC** (herein called "Lessee," whether one or more) whose address is: 802 N. Carancahua St., Suite 1000, Corpus Christi, TX 78470.

WITNESSETH THAT:

1. (a) Lessor in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Lessee, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the royalties herein provided to be paid and the covenants, agreements and obligations of Lessee herein contained and upon the conditions and with the limitations hereinafter set forth and contained, hereby **GRANTS, LEASES and LETS** exclusively unto the Lessee, its successors and assigns, for the purpose of investigating, exploring, prospecting, drilling and mining and operating for and producing oil and gas and conducting geophysical and seismic operations, laying pipelines, building tanks, roads, power stations, telephone lines and other structures thereon to produce, save, store, transport, take care of, treat and own said products produced from the lands hereby leased but not including housing for its employees, the land in **Hidalgo County, Texas**, which is described in the schedule Exhibit "A" on page 9 of this lease. The term "oil and gas" for the purpose of this lease shall be deemed to include oil, gas, casinghe substances as are produced necessary the leased premises.

(b) This lease is made *Shriners* described in Exhibit "A", whether r described property or any part thereof
(c) The land included w *is currently* it actually comprises more or less. *executing.*

2. Subject to the other prc from this date (called "primary term paying quantities from said land o lease shall terminate as to all the la established by the state Regulatory for the area and the particular mi involved, or in which an attempt is then being made through diligent and good faith drilling or reworking operations to establish production in paying quantities, and if such operations result in production of oil and/or gas, this lease shall not terminate in regard to such producing horizon or horizons so long thereafter as oil and/or gas in paying quantities is produced therefrom. Furthermore, at the end of the primary term, this lease shall also terminate as to all depths 100' below the deepest producing horizon in a well drilled on land described herein or from lands pooled therewith.

3. The cash down payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises, and thereby surrender this lease as to such portion or portions and be relieved of all subsequent obligations as to the acreage surrendered; PROVIDED such release shall not thereby relieve the Lessee of any liabilities which may have accrued in connection with the lease prior to the surrender of such acreage.

4. The royalties and additional considerations to be paid Lessor are:

(a) As a royalty on oil, which is defined as including all hydrocarbons produced in liquid form at the mouth of the well and also all condensate, distillate, and other liquid hydrocarbons recovered from oil and/or gas run through a separator or other equipment, as hereinafter provided, one-fourth (1/4th) part of the value of the gross production. Said value shall be based on the highest posted price, plus premium, in any offered or paid for oil, condensate, distillate, or other liquid hydrocarbons, respectively of a like type and gravity in the general area, or the proceeds of the sale thereof, whichever is greatest; or at Lessor's option, to be delivered in kind free of cost either (1) at the tank battery or (2) into the pipeline for the account of Lessor to which the well(s) may be connected. Lessee agrees that before any gas produced from the land hereby leased, containing liquid hydrocarbons, recoverable in commercial quantities by a separator

on the lease, is sold, used or processed in a plant, it shall be run through an adequate oil and gas separator of conventional type or other equipment at least efficient to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered. Upon written consent of Lessor the requirement that such gas be run through such a separator or other equipment may be waived upon such terms and conditions as prescribed by Lessor.

(b) Except as provided in Paragraph 6 below, royalty on any and all gas, which is defined as all hydrocarbons and gaseous substances not defined as oil in subparagraph (a) above, produced from any well and sold by Lessee, or used by Lessee shall be one-fourth (1/4th) of the value of the gross production, such value to be determined on the basis of the highest price paid for gas of a similar quality or the market price thereof prevailing for the amount accruing to the producer, from all hydrocarbons or other products produced from said gas, whichever is the greatest, PROVIDED, HOWEVER, that if any such gas is processed for the extraction of liquifiable hydrocarbons or other marketable substances, the value of the extracted products and the remaining residue gas attributable thereto shall for royalty purposes never be less than if such gas had not been processed; or at Lessor's option, to be delivered in kind free of cost either (1) at the well(s) or (2) at the delivery point provided in Lessee's sales contract(s). Where gas is run through a separator or other equipment as provided in subparagraph (a) above, its value after having been run through such separator or other equipment shall be determined as specified herein.

(c) Subparagraphs (a) and (b) above, insofar as they are affected thereby, shall be subject to all valid and applicable laws and to all valid and enforceable rules, regulations or orders of any regulatory agency or authority.

(d) Royalties payable under this lease shall be made without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

(e) Lessee shall use reasonable diligence to prevent the underground or above-ground waste of oil and gas and to avoid the physical waste of gas produced from the leased premises; Lessee shall pay Lessor a royalty of one-fourth (1/4th) of the market value on any oil or gas so wasted, but in no event shall such value be less than the market value for any oil and/or gas so wasted.

(f) If at any time there shall be a well or wells located on the lands covered hereby capable of producing gas and/or condensate from which gas and/or condensate is not sold or used, and while this lease is not otherwise being maintained by drilling or production, Lessee may pay to Lessor, as royalty for each such well a sum equal to \$1.00 per acre, the first payment to be made for each such well within ninety (90) days after each such well is shut in, or this lease ceases to be otherwise maintained by drilling or producing operations, whichever is the later date. In like manner, a subsequent payment may be made on the anniversary date of first such payment: and if such shut-in gas well royalties are paid or tendered as above provided, such well or wells, shall be considered to be producing gas and/or gas condensate in paying quantities under the terms of this lease, provided, however, this lease may not be maintained as to any acreage or well covered solely by the payment of shut-in gas well royalty for a cumulative total of more than two (2) consecutive years; however, the right to shut-in the well shall be a recurring right.

5. ~~Lessor may have gas free of charge of any surplus gas not needed for operations hereunder from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on said land during the term by making Lessor's own connections with the well at Lessor's own risk and expense, PROVIDED HOWEVER, that no royalty shall be due Lessor for any gas so furnished, and PROVIDED FURTHER, should the Lessor or its assigns engage in farming activities on the leased lands and require the use of fuel gas to carry on such operations, Lessee agrees to sell to Lessor, at the well head, at the then current market price, such fuel gas as Lessor or its assigns may require.~~

6. When Lessor is both mineral and surface owner:

(a) Lessee shall have free use of oil, gas and water from said land, except water from Lessor's well and tanks, for all operations hereunder, upon the above described land, including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or within one hundred eighty (180) days after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing, and all such property or fixtures not so removed within such time shall become the property of Lessor.

(b) When required by Lessor, Lessee will bury all pipelines at a minimum below plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of Lessor may be assigned in whole or in part. The rights of Lessee may be assigned so long as such assignment is not in conflict with the lease operations or any regulatory body, however, a

copy of such assignment shall be submitted by United States mail to Lessor within ninety (90) days of assignment date. The obligations of Lessee hereunder shall survive such assignment unless released by Lessor in writing prior to the termination of this Lease. The provisions hereof shall extend to the successors and assigns of the parties but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or its assigns. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting its chain of title from the original Lessor. In the event of any assignment of this lease as to a segregated portion of said land, shut-in gas royalty payments payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, and default in payment by one shall not affect the rights of other leasehold owners hereunder.

8. Lessee's obligations as to surface:

(a) In the event geophysical exploratory operations are conducted under this lease, all shot holes will be kept a sufficient distance away from Lessor's water wells, so as not to cause any damage to such water wells, and Lessee shall promptly plug all shot holes with good and sufficient concrete plugs set below plow depth, to be filled with dirt on top of said plugs, the surface of the land to be restored substantially to the same condition as it was before the commencement of such operations.

(b) When Lessor is surface owner, Lessee will not cut or go over any fence or fences of Lessor at any time or in connection with any operation on the leased premises without first obtaining Lessor's express consent thereto in writing. If Lessor consents to the cutting of a fence, the cut must be made at the place designated by Lessor, and prior to cutting any fence of Lessor, Lessee will brace the existing fence adequately on both sides of the proposed cut so that there will be no slackening of the wires. If the cut in such fence is an outside fence of Lessor, promptly after making such cut Lessee shall install and maintain an adequate metal gate in such opening, which Lessee shall keep locked at all times when not in use, and if Lessor shall desire, Lessee shall also install and maintain a substantial iron cattleguard capable of turning cattle, which gate and cattleguard shall become the property of Lessor. If the cut in such fence is an inside fence of Lessor, Lessee shall install a substantial metal gate in such opening, which gate shall become the property of Lessor. Lessee shall promptly close all gates which Lessee, its agents, servants and/or employees may use in Lessee's operations on the leased premises, to prevent the escape of cattle or stock of Lessor through any open gates. Lessee further agrees to comply with all reasonable rules and regulations imposed by Lessor with regard to opening and closing and locking all such gates.

(c) Lessee shall promptly fence all pits and installations to prevent entry into such pits and installations by livestock. Within a reasonable time after the completion of drilling or reworking operations, but in any event, not to exceed the hundred eighty (180) days thereafter, Lessee shall remove all driller's mud and chemicals, level all dumps and mounds, fill all holes, pits, ditches and excavations, remove or burn all brush and debris, and remove all concrete blocks or other objects placed by it upon said land, or upon the terminated portion of such lease, as the case may be, and put the surface of the land, including grass, in substantially the same condition as it was before the commencement of such operations.

(d) Lessee shall at all times use reasonable care in all of the Lessee's operations on the premises of Lessor to prevent injury or damage to the cattle, livestock, buildings or other property of Lessor or Lessor's tenant situated on the surface of said land, or Lessor's water wells and tanks located thereon, and Lessee shall pay Lessor and Lessor's tenants for all actual damages to cattle, crops, buildings, livestock, fences, tanks, water wells, and without limitation, all other property of Lessor situated on the surface of the leased premises resulting from Lessee's operations on the leased premises.

(e) After cessation of its use of any water well drilled by Lessee on the leased premises, and prior to plugging or removing the casing therefrom, Lessee will tender its interest in any such water well or wells to Lessor, and if Lessor shall elect to accept same, such well and all casing therein shall be and become the property of Lessor without payment of any additional consideration therefor, provided, however, that Lessee shall have the right to use such well or wells at any time during the continuance of this lease in connection with any of Lessee's operations on the leased premises.

(f) Lessor shall have the right, personally or by representative, at Lessor's risk, to have access to the derrick floor with right to observe all operations on all wells drilled on the leased premises, with the right to inspect and take samples of all cores and cuttings, and the right to witness the taking of all electrical logs and drillstem tests, and Lessee shall, upon Lessor's written request, furnish Lessor with copies of all electrical logs taken, promptly after taking same, and copies of each well log promptly after completion of each well drilled on the leased premises. Lessee shall keep accurate records and Lessee agrees to divulge to Lessor true and correct information as requested by Lessor as to each well and the production therefrom, and Lessor shall have the right to examine all run tickets and to have full information as to production and runs, and copies of all run tickets upon request. Lessor agrees to keep all information disclosed by Lessee to Lessor or its representatives, employees, consultants, or agents confidential and all such information shall

remain the proprietary property of Lessee and as such shall not be traded, sold, or disclosed to any third party without Lessee's prior written consent, unless in furtherance of litigation between the parties.

(g) Lessee shall not allow any waste oil or salt water to flow over the surface of the leased premises, nor allow same to drain down any draws, drains, creeks, or ravines on the leased premises, and Lessee shall construct such salt water disposal pits or other disposal facilities as shall be necessary to confine and dispose of the salt water and waste oil and shall confine such waste oil and salt water to such disposal pits or other disposal facilities.

(h) During the drilling of any well, and/or while conducting any operations on said land, the premises will be kept by Lessee free of all rubbish, cans, bottles, paper cups or garbage, and upon completion of its operations, Lessee shall restore the surface of the land to as near its original condition and contours as is practicable.

(i) Lessee shall build and maintain fences around its slush, sump, and drainage pits and tank batteries, and around the well itself so as to protect livestock against loss, damage or injury in compliance with the requirements of the state regulatory commission and/or any other regulatory body. Lessee shall be responsible for any loss resulting therefrom.

(j) In the event a well or wells producing oil and/or gas in paying quantities should be brought in on adjacent land and draining the leased premises, Lessee agrees to drill such offset wells as a prudent operator would drill under the same or similar circumstances.

9. If Lessor's ownership interest in the above described land is less than the entire undivided fee mineral estate, then royalties and rents provided for herein shall be paid to Lessor only in the proportion which Lessor's interest, if any, bears to the whole and undivided fee mineral estate.

10. If after expiration of the primary term any producing well or wells on the leased premises ceases from any cause to produce in paying quantities from its respective horizon or horizons, if Lessee commences reworking operations therein within thirty (30) days after said production ceases, and prosecutes same diligently and in good faith without interruptions totaling more than sixty (60) days during such operations, and if such operations result in the production of oil and/or gas from said horizon or horizons, this Lease shall not terminate in regard to said horizon or horizons so long thereafter as oil and/or gas in paying quantities is produced therefrom.

11. In the event the commencement of drilling operations by Lessee on the leased premises is prevented, delayed, or interrupted by war, flood, force majeure, or as a result of the inability of Lessee to procure casing or other equipment to drill or complete any well or wells, or as a result of the inability of Lessee to procure permit to conduct such operations or as the result of any law, order, rule or regulation of any governmental authority, state or federal, it is agreed that upon Lessee's giving notice to Lessor and reasonably full particulars in writing, or by telegram, of the cause of such delay, prevention or interruption within a reasonable time after the occurrence of the cause relied upon, then the time for the commencement of drilling of such well shall be suspended during the continuance of the inability so caused, and for a period of ninety (90) days thereafter, but for no longer period, and limitation provisions herein provided shall be extended accordingly; provided, however, that nothing herein contained shall be construed to suspend or delay the time for the payment of shut-in gas well royalties or other payments payable under the provisions of this lease.

12. Lessor does not expressly or impliedly, warrant title to the leased premises; however, Lessor agrees that Lessee, at its option after Lessee has given Lessor sixty (60) days' written notice, may discharge any tax, mortgage or other lien upon the leased premises, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. It is further agreed that if Lessor owns an interest in the oil and gas in and under any of the leased premises less than the entire oil and gas fee simple estate, then the royalties and all other benefits to accrue or to be paid to Lessor hereunder as to such lands shall each be reduced to the proportion thereof which the mineral fee estate of Lessor in such lands bears to the entire mineral fee estate.

13. Provided that Lessee has complied with its obligations under Paragraph 17, hereafter, Lessee shall have the right to surrender this Lease or all or any part of the leased premises to Lessor, its successors and assigns, by delivering or mailing a recordable release thereof to Lessor; provided, however, that surrender of this Lease shall not release Lessee from its obligations pursuant to Paragraph 17 (a) - (l) of this Lease. This provision in no way limits the rights of Lessor for lease cancellation and/or damages under the provisions of applicable federal, state or local laws.

14. Time is of the essence of this agreement.

15. Any notice or other communication required or permitted to be given hereunder shall be deemed sufficient if mailed by the party giving same to the other party by United States mail, at the address above recited, or to such other address as either party hereto shall designate by notice in writing to the other party.

16. All payments herein provided to be made to Lessor shall be made at: Shriners Hospitals for Children, c/o The Northern Turt Bank of Texas, P.O. Box 226270, Dallas, Texas 75222-6270.

17. (a) Lessee shall conduct no business or operations on the premises other than those described in this Oil and Gas Lease. Lessee shall, at its own cost and expense, comply with all Environmental Laws, whether Federal, State, County, City, local; Lessee shall comply with all applicable laws and regulations of any regulatory commission or body governing environmental matters.

(b) Concurrent with the execution of this Lease, and annually thereafter, Lessee shall provide Lessor, at its request, a list of all casualty and liability insurance policies which are then in effect or which have been in effect during the period Lessee has been in possession of the premises and a detailed description of the operations which Lessee is conducting, or plans in the future to conduct, on the Premises. Such description shall include a list of all Hazardous Materials which Lessee is handling or using, or plans in the future to handle or use, on the Premises. If Lessee is required by any Environmental Law to submit to any governmental agency a business plan or any list of chemicals or other substances used or present on the Premises, Lessee shall provide Lessor copies of such plans and/or lists at the same time they are submitted to such government agency.

(c) Lessee shall keep the Premises free of any lien imposed pursuant to any Environmental Law relating to the presence, Release or remediation of Hazardous Materials on the Premises or the presence, Release or remediation of Hazardous Materials generated, transported, or disposed of by Lessee at any site; "Hazardous Materials" and "Release" and all other environmental terms being defined under applicable law, whether Federal, State, County, City, Local, or regulatory commission.

(d) Lessee shall promptly provide Lessor with copies of all orders, notices of violations, information requests, correspondence, communications, permits, or agreements with any governmental authority or agency (federal, state or local) or any private entity relating in any way to any Environmental Law or the presence, Release, placement on or in the premises, or the generation, transportation, storage, treatment, or disposal at the Premises, of any Hazardous Material.

(e) Lessor and Lessor's agents and employees shall have the right to enter the Premises without prior notice, conduct appropriate tests and take samples for the purpose of ascertaining that Lessee is in compliance with its obligations under this Paragraph 17. Lessee shall cooperate with Lessor in such inspection and shall make its employees and records available to Lessor and Lessor's agents and employees in connection with such inspection.

(f) Upon written request by Lessor, Lessee shall perform appropriate tests of air, water and soil to demonstrate that Lessee complies with all Environmental Laws relating in any way to the presence of Hazardous Materials on the Premises and shall provide the results of such tests to Lessor.

(g) If the presence, Release, or placement on or in the Premises during the Term of this Lease, or the generation, transportation, storage, treatment, or disposal at the Premises during the Term of this Lease, of any Hazardous Material (A) gives rise to a claim (including, but not limited to, a claim for response action, remedial action, or removal action) under any Environmental Law or any common law theory based on nuisance or strict liability, or (B) causes or threatens to adversely affect public health or the environment, Lessee shall promptly take any and all remedial or removal action necessary to clean up the Premises and any contaminated soil, surface water, or ground water and to mitigate exposure to liability arising from the Hazardous Material, whether or not required by law.

(h) Lessee hereby releases and discharges, indemnifies and holds harmless Lessor, its directors, trustees, officers, employees, agents, attorneys, and assigns (hereinafter "Indemnitees") from and against any and all suits, claims, demands, causes of action, damages, consequential damages, losses, costs, and expenses of any kind whether known or unknown, which Lessee had, has, or at any time may have based on breach or failure to comply with (A) any environmental Law, whether Federal, State, County, Local, or through regulatory commissions; or regulation, or by reason of (B) any discharge, disposal, Release, or escape of any Hazardous Material or any chemical, product, by-product, waste, hazardous waste, hazardous substance, or any material whatsoever, on, at, to, or from the Premises (including all facilities, improvements, structures and equipment thereon, surface water thereon or adjacent thereto, and soil or ground water thereunder), and/or (C) any environmental conditions whatsoever on, under, or in the vicinity of the Premises, from the date of this Lease and so long as said Lease is in effect.

(i) Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all damages, costs, losses, expenses (including, but not limited to, actual attorneys' fees and engineering fees)

arising from or attributable to any breach by Lessee of any of its warranties, representations, covenants, or obligations under this Lease.

(j) Lessee shall not dispose of any material especially Hazardous Materials, whatsoever on the Premises. All wastes removed from the Premises shall be disposed of by Lessee at Lessee's expense in compliance with all Environmental Laws.

(k) Lessee shall maintain in force at all times during the term of this Lease comprehensive general liability coverage in the amount of at least \$1,000,000.00 per occurrence, \$3,000,000.00 annual aggregate, or comparable self-insurance and certificates or confirmation of self-insurance limits prior to activity, providing coverage for bodily injury or property damage resulting from its operations on the premises, including sudden and accidental Releases of Hazardous Materials.

(l) In the event that Lessee breaches any of its obligations under this Lease, Lessor may: (A) terminate this Lease; (B) require Lessee to provide environmental remediation pursuant to paragraph (h) of this Paragraph 17; (C) declare a forfeiture of any of Lessee's environmental security deposits and use such funds to perform environmental remediation of the Premises. Lessee's obligations pursuant to paragraphs (g), (h), (i), and (j) of this Paragraph 17, shall survive termination of this Lease. Lessor's remedies provided by this paragraph shall be cumulative, and Lessor shall have any other remedies provided by this Lease or applicable law.

18. Lessee is hereby granted the right, at its option, to pool or unitize all or any part of said land of this Lease as to any or all minerals or horizons thereunder with other lands, lease or leases or portion or portions thereof, or mineral or horizon thereunder, so as to establish units containing not more than eighty (80) surface acres plus ten percent (10%) tolerance; provided, however, a unit may be established or an existing unit may be enlarged to contain not more than six hundred forty (640) acres plus ten percent (10%) tolerance, if unitized only as to gas or only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface reservoir. If larger units are required, under any governmental rule or order, for the drilling or operation of a well as a regular location, or for obtaining maximum allowable, from any well to be drilled, drilling or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall file for record, in the appropriate records of the county in which the leased premises are situated, an instrument describing and designating the pooled acreage as a pooled unit and a copy of such recorded filing shall be submitted within fifteen (15) days to the Lessor. The unit shall become effective as provided in said instrument or, if said instrument makes no such provision, it shall become effective upon the date it is filed for record. Each of said options may be exercised by Lessee from time to time, and whether before or after production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith and any such unit may include any well to be drilled, being drilled or already completed. A unit established hereunder shall be valid and effective for all purposes of this Lease even though there may be land or mineral, royalty or leasehold interests in land within the unit which are not pooled or unitized. Any operations conducted on any part of such unitized land shall be considered for all purposes, except the payment or royalty, operations conducted under this lease. There shall be allocated to the land covered by this Lease included in any such unit that portion of the total production of unitized minerals from wells in the unit after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this Lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the portion of said land covered hereby and included in such unit in the same manner as though produced from said land under the terms of this Lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of such unit shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this Lease. Neither shall it impair the right of Lessee to release from this Lease all or any portion of said land, except that Lessee may not so release as to lands that are within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to land within the unit. Lessee may dissolve any unit established hereunder by filing for record in the public office where this Lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. A copy of such recorded filing shall be submitted within fifteen (15) days to the Lessor. Subject to the provisions of this Paragraph 18, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. A unit may be so established, modified or dissolved during the life of this Lease, however, a copy of said unit being established, modified or dissolved during the life of this Lease shall be submitted within fifteen (15) days to Lessor with the nature of any change in Lessor's royalty interest percent of unit production.

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IN WITNESS WHEREOF, this instrument has been executed as of the date above recited.

SHRINERS HOSPITALS FOR
CHILDREN, LESSOR

By: _____

By: _____

Federal Tax I.D. #36-2193608

ACKNOWLEDGMENT (For use by Corporation)

State of Florida)

)ss.

County of Hillsborough)

On this _____ day of _____, A.D., 20____, before me personally appeared to me personally known, who, being by me duly sworn, did say that they are _____ of _____ Shriners Hospitals for Children _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by Authority of its Board of Directors, and said _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this _____ day of _____, A.D. 20____.

(SEAL)

My commission expires:

Notary Public

ACKNOWLEDGEMENT (For use by Lessee)

Received and acknowledged:

WITNESSES:

Shirley
Pamela J. Russell

LESSEE:

Suemar Exploration & Production, LLC

Charles A. James
Senior Landman

State of Texas

County/Parish of Nueces) ss.

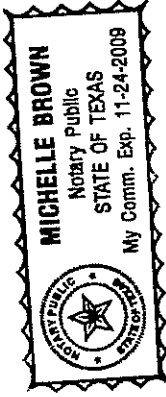
On this 26 day of March, A.D. 2007, before me personally appeared Charles A. James to me personally known, who, being by me duly sworn, did say that they/he are/is the Senior Landman and that the seal affixed to said instrument is the Suemar Exploration & Production, LLC and that the seal affixed to said instrument is the corporate seal of said corporation by Authority of its Board of Directors, and said and acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 26 day of March, A.D. 2007.

(SEAL)

Michelle Brown
Notary Public

My Commission Expires:



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EXHIBIT "A"

To that certain Oil and Gas Lease dated March 24, 2007 by and between:

Shriners Hospitals for Children, "Lessor", and Suemaur Exploration & Production, LLC, "Lessee".

Tract 1: 80 acre of land, more or less, being described as lots 346 and 343 of the Kelly-Pharr Subdivision of Porciones 66, 67, 69 and 70 according to the map recorded in Volume 3, Pages 133 and 134 of the Deed Records of Hidalgo County, Texas and being more fully described in that certain Mineral Deed dated April 3, 1953, from Paul Ford, Grantor to C.J. Griffin, Grantee, said Deed being Instrument Number 5980 recorded the 11th day of January, 1953, at 3:24 P.M. in the Deed Records of Hidalgo County, Texas.

Tract 2: 120 acres of land, more or less, being described as Lots 2, 7 and 8 of the A.J. McColl Subdivision, Hidalgo County, Texas, said land being more fully described in that certain Warranty Deed dated November 20, 1951, from C.J. Griffin, Grantor to J.F. Johns, Grantee, said Warranty Deed being Instrument Number 406 duly recorded the 11th day of January, 1951, at 1:26 P.M. in the records of Hidalgo County, Texas.

Signed for Identification:

Witnesses:

Shriners Hospitals for Children

Filed for Record on the 8th day of December
Duly Recorded this the 14th day of December
Instrument No. 18069

A. D. 1949 at 9:12 o'clock A. M.
A. D. 1949 at 2:07 o'clock P. M.
D. C. HOGAN, County Clerk

Hidalgo County, Texas

By M. Waterstradt Deputy.

18125

The State of Texas,
County of Hidalgo

Know all Men by These Presents:

That, C. J. Griffin

hereinafter called Grantor, for and in consideration of the sum of One and no/100 (\$1.00)
Twenty Dollars cash in hand paid by

Hidalgo County, Trustee,

, hereinafter called Grantee,

the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do
grant, sell, convey, assign and deliver, unto the said Grantee an undivided one fourth (1/4) interest in and to all of the oil
royalty, gas royalty, and royalty in casinghead, gas gasoline, and royalty in other minerals in and under, and that may be
produced and mined from the following described lands situated in the County of Trustee and State of Texas,
to-wit:

Lot Two (2), Block Twelve (12), containing Forty-four and
Nineteen One-hundredths (44.19) acres, McCall Subdivision
of Porcion 68, Hidalgo County, Texas.

together with the right of ingress and egress at all times for purpose of mining, drilling and exploring said lands for oil, gas
and other minerals and removing the same therefrom.

It is understood and agreed that this sale covers and includes one fourth (1/4) of all the oil royalty, and gas royalty,
and casinghead gas and gasoline royalty, and royalty from other minerals or products, due and to be paid under the terms
of said leases. And it is further understood and agreed that notwithstanding the Grantee does not by these presents acquire
any right to participate in the making of future oil and gas mining leases on the portion of said lands not at this date under
lease, nor of participating in the making of future leases should any existing or future leases for any reason become cancelled
or forfeited, nor participating in the bonus or bonuses which Grantor herein shall receive for any future lease, nor for partici-
pating in any rental to be paid for the privilege of deferring the commencement of a well under any lease, now or hereafter;

NEVERTHELESS, during the term of this grant, neither the Grantor nor the heirs, administrators, executors and assigns
of the Grantor shall make or enter into any lease or contract for the development of said land or any portion of same for oil,
gas or other minerals, unless each and every such lease, contract, leases or contracts, shall provide for at least a royalty on
oil of the usual one-eighth to be delivered free of cost in the pipe line, and a royalty on natural gas on one-eighth of the value
of same when sold or used off the premises or one-eighth of the net proceeds of such gas, and one-eighth of the net amount
of gasoline manufactured from natural or casinghead gas, and in the event Grantor, or the heirs, administrators, executors and
assigns of the Grantor, or us in the status of the fee owners of the land and minerals, or as the fee owner of any portion of
said land shall operate and develop the minerals therein, Grantee herein shall own and be entitled to receive as a free royalty
hereunder, (1) An undivided one thirty-second (1/32) of all the oil produced and saved from the premises delivered to Gran-
tee's credit free of cost in the pipe line, (2) An undivided one thirty-second (1/32) interest and portion of the value or pro-
ceeds of the sales of natural gas when and while the same is used or sold off the premises, (3) A one thirty-second (1/32)
of the net amount of gasoline or other products manufactured from gas or casinghead gas produced from wells situated on the
premises, during the term hereof.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and
appurtenances thereto in any wise belonging, unto the said Grantee, and to Grantee's heirs, administrators, executors and
assigns, forever; and Grantor does hereby bind himself, his heirs, administrators, executors and assigns,
to warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's heirs,
administrators, executors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part
thereof.

WITNESS the following signatures, this the 30th day of November, 19 49

C. J. Griffin

THE STATE OF TEXAS,
COUNTY OF TARRANT

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

C. J. Griffin

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to
me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of November A. D. 19 49

John M. Daniel

JOHN DANIEL, Notary Public
in and for Tarrant County, Texas,
My Commission Expires Nov 1, 1951

Notary Public in and for Tarrant

County, Texas

11/30/1949

OTG 1051258

Filed for Record on the 8th day of December
Duly Recorded this the 20th day of December
Instrument No. 18125

A.D. 1949 1:45 P.M.
A.D. 1949 2:00 P.M.
D.C. HOGAN, County Clerk

Hidalgo County, Texas

By *M. Waterstradt*

Deputy.

THE STATE OF TEXAS

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS: 18203

That we, Cristina Rodriguez de Guerra, a widow, Oscar Guerra and wife, Herlinda Macias de Guerra, Francisco Guerra and wife, Maria de Jesus Martinez de Guerra, Herminia Guerra, single, Josefa Guerra de Cazares, Victorino Guerra and wife, Lydia Ochoa de Guerra, Esther Guerra de Fuentes and husband, Encarnacion Fuentes, Guadalupe Guerra de Palacios and husband, Jesus Garcia Palacios, Eleazar Guerra, single, Violeta Guerra de Cantu and husband, Federico Cantu, Cristina Guerra de Trevino and husband, Agustin Trevino Ortiz, and Gaspar Guerra Jr., single, all residents of Reynosa, Tamaulipas, Mexico, hereinafter styled "Grantors"; for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to us in hand paid by Louis L. Moure, hereinafter called Grantee, the receipt of which is hereby acknowledged and confessed,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Louis L. Moure, of the County of Hidalgo, State of Texas,

All of our undivided one third right, title and interest in and to all of the oil, gas and other minerals in and under the East Part of what is commonly known as Banco Don Juan Cross No. 155 in the South end of Porciones 69 and 70, Hidalgo County, Texas, said Banco being described by metes and bounds as follows, to-wit:

Commencing on the south line of the Kelly-Pharr Subdivision of Porciones 69 and 70, Hidalgo County, Texas, South 81 deg. 16' east, 1210.1 feet from the intersection of said line with the division line between Porciones 69 and 70, and being south 81 deg. 16' east, 3137.6 feet from the center of Pharr Road.

Thence, South 8 deg. 38' 30" west, 4791.2 feet to a point in the center of old channel of the Rio Grande River, abandoned by stream of said river and cut from Mexico by avulsion and abrupt change in course of said river during flood of September 1948.

Thence, with the center of said abandoned channel as follows: South 76 deg. 07' east, 320.0 feet; south 33 deg. 30' east, 21.0 feet to a point for a common north corner of the following described tracts of land and the point of beginning of the following surveys. And said East part of said Banco, being described as follows, to-wit:

Beginning at the point of beginning described above, same being the North-west corner hereof, thence with the abandoned channel of the Rio Grande river, as follows: South 33 deg. 30' east, 1577.0 feet; south 23 deg. east 2350.0 feet to the point of intersection of the center of said abandoned channel with the north line of new channel.

Thence, with the north line of said new channel, south 74 deg. 05' west, 838.2 feet to the point of intersection of said north line with the center of abandoned river channel.

Thence, with the center of said abandoned channel, north 86 deg. 09' west, 1406.8 feet to a point for the southwest corner hereof,

Thence, leaving said channel, north 6 deg. 15' east, with old fence a distance in all of 2516.1 feet to a point in the west line hereof,

Thence, continuing with said fence, north 6 deg. 49' east, 1122.0 feet to the point of beginning, containing 103.03 acres of land, more or less.

Together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for oil, gas and other minerals, and removing the said therefrom.

Said land being now under an oil and gas lease executed in favor of Rays for Refining Company, on or about November 3, 1948, it is understood and agreed that this sale is made subject to the terms of said lease and/or

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RATIFICATION of OIL, GAS and MINERAL LEASE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF HIDALGO §

WHEREAS, by Oil, Gas and Mineral Lease, dated May 16, 2005 being filed for record as Document No. 1533394 of the Official Records of Hidalgo County, Texas, **JOHN R. FREELAND AND WIFE, JAYNE FREELAND** did lease to **SUEMAUR EXPLORATION & PRODUCTION, LLC**, those certain lands described in the above described Oil, Gas and Mineral Lease, (hereinafter referred to as the "Lands"), in Hidalgo County, Texas, reference to the Lease and the recording thereof being made for all purposes; and

WHEREAS, by Oil, Gas and Mineral Lease, dated March 24, 2007, being filed for record as Document No. _____ of the Official Records of Hidalgo County, Texas **SHRINERS HOSPITALS FOR CHILDREN** did lease to **SUEMAUR EXPLORATION & PRODUCTION, LLC**. those certain lands described in the above described Oil, Gas and Mineral Lease, (hereinafter referred to as the "Lands"), in Hidalgo County, Texas, reference to the Lease and the recording thereof being made for all purposes; and

WHEREAS, **HIDALGO COUNTY, TRUSTEE** whose address is 100 North Closner, Edinberg, Texas 78539, does own a Non Participating Royalty Interest out of a portion of the Lands covered by the above described Oil, Gas and Mineral Leases and does hereby wish to adopt, ratify and confirm the above referenced Oil, Gas and Mineral Leases along with any amendments thereto.

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **HIDALGO COUNTY, TRUSTEE**, does hereby ADOPT, RATIFY and CONFIRM the Leases, as amended, and all of its terms, and does hereby LEASE, LET and DEMISE said Lands unto **SUEMAUR EXPLORATION & PRODUCTION, LLC**, subject to and in accordance with all of the terms and provisions of the Leases, as amended, and **HIDALGO COUNTY, TRUSTEE**, do hereby AGREE and DECLARE that all of the terms and provisions of the above described Oil, Gas and Mineral Leases, as amended, are binding on them, their respective executors, administrators, heirs, successors and assigns and that the above referenced leases are valid and subsisting Oil, Gas and Mineral Leases.

IN WITNESS WHEREOF, this instrument is effective as of the effective date of each of the above described leases, and is executed on the date set out in the acknowledgment attached hereto.

HIDALGO COUNTY, TRUSTEE

By: _____
(printed name)

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS
§

②

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2007, by
HIDALGO COUNTY, TRUSTEE, BY _____, _____.

Printed Name

Title

(Notary Stamp or Seal)

Notary Public - State of Texas

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COPY

RATIFICATION of OIL, GAS and MINERAL LEASE

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF HIDALGO §

WHEREAS, by Oil, Gas and Mineral Lease, dated May 16, 2005 being filed for record as Document No. 1533394 of the Official Records of Hidalgo County, Texas, **JOHN R. FREELAND AND WIFE, JAYNE FREELAND** did lease to **SUEMAUR EXPLORATION & PRODUCTION, LLC**, those certain lands described in the above described Oil, Gas and Mineral Lease, (hereinafter referred to as the "Lands"), in Hidalgo County, Texas, reference to the Lease and the recording thereof being made for all purposes; and

WHEREAS, by Oil, Gas and Mineral Lease, dated March 24, 2007, being filed for record as Document No. _____ of the Official Records of Hidalgo County, Texas **SHRINERS HOSPITALS FOR CHILDREN** did lease to **SUEMAUR EXPLORATION & PRODUCTION, LLC**. those certain lands described in the above described Oil, Gas and Mineral Lease, (hereinafter referred to as the "Lands"), in Hidalgo County, Texas, reference to the Lease and the recording thereof being made for all purposes; and

WHEREAS, **HIDALGO COUNTY, TRUSTEE** whose address is 100 North Closner, Edinberg, Texas 78539, does own a Non Participating Royalty Interest out of a portion of the Lands covered by the above described Oil, Gas and Mineral Leases and does hereby wish to adopt, ratify and confirm the above referenced Oil, Gas and Mineral Leases along with any amendments thereto.

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **HIDALGO COUNTY, TRUSTEE**, does hereby ADOPT, RATIFY and CONFIRM the Leases, as amended, and all of its terms, and does hereby LEASE, LET and DEMISE said Lands unto **SUEMAUR EXPLORATION & PRODUCTION, LLC**, subject to and in accordance with all of the terms and provisions of the Leases, as amended, and **HIDALGO COUNTY, TRUSTEE**, do hereby AGREE and DECLARE that all of the terms and provisions of the above described Oil, Gas and Mineral Leases, as amended, are binding on them, their respective executors, administrators, heirs, successors and assigns and that the above referenced leases are valid and subsisting Oil, Gas and Mineral Leases.

IN WITNESS WHEREOF, this instrument is effective as of the effective date of each of the above described leases, and is executed on the date set out in the acknowledgment attached hereto.

HIDALGO COUNTY, TRUSTEE

By: _____
(printed name)

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2007, by
HIDALGO COUNTY, TRUSTEE, BY _____,

Printed Name	Title

(Notary Stamp or Seal)

Notary Public - State of Texas

.....

Hidalgo County
J. D. Salinas III
County Clerk
Edinburg, TX 78540



20 2005 01533394

Instrument Number: 2005-1533394

Recorded On: October 18, 2005
As Recording

Parties:
To
Billable Pages: 7
Number of Pages: 8

Comment: MINERAL LEASE

** Examined and Charged as Follows: **

Recording	40.00
Total Recording:	40.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2005-1533394

Receipt Number: 714024

Recorded Date/Time: October 18, 2005 01:28P

Book-Vol/Pg: BK-SC VL-3 PG-91092

User / Station: M Cantu - Cash Station

Record and Return To:
MOFFIT & ASSOCIATES, INC.
P.O. BOX 2786
CORPUS CHRISTI TX 78403

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IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY
OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT
BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR
SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 16th day of May 2005, between

JOHN R. FREELAND and wife, JAYNE FREELAND

Lessor (whether one or more), whose address is: c/o 806 West Pecan, McAllen, Texas 78501,
and Suemaur Exploration & Production LLC, whose address is: 1000 Frost Bank Plaza,
802 N. Carancahua, Corpus Christi, Texas 78471

Lessee, WITNESSETH:
I, Lessor, in consideration of Ten and No/100 Dollars and other good and valuable consideration,, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and other minerals produced in association with oil or gas, together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for subsurface disposal of salt water produced from the leased premises, construct roads and bridges, build tanks, telephone lines, and other structures on said land necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby. The land covered hereby, herein called the "leased premises", is located in the County of HIDALGO, State of Texas, and is described as follows:

Three hundred thirty-two and 57/100 (332.57) gross acres of land, more or less, out of the A. J. McColl Subdivision in Hidalgo County, Texas, according to the map recorded in Volume 021, Page 598 of the Hidalgo County Deed Records, and out of the Kelly-Pharr Subdivision, being out of Porciones 69 and 70 of Hidalgo County, Texas, according to the map recorded in Volume 003, Page 133-134 of the Hidalgo County Deed Records, reference made hereto for all purposes herein, which 332.57 gross acres are more particularly described in three tracts as follows, to-wit:

Tract One: 132.57 gross acres of land, more or less, being all of Lot Nos. 2, 7 and 8 of Block 12 of the A. J. McColl Subdivision, according to map or plat thereof of record in the Deed Records of Hidalgo County, Texas, said 132.57 gross acres being more particularly described in that certain Mineral Deed dated December 9, 1950, recorded in Volume 112 at Page 154 of the Oil and Gas Records of Hidalgo County, Texas, between C. J. Griffin, as Grantor, and John R. Freeland, as Grantee, reference made hereto for all purposes herein;

Tract Two: 120.00 gross acres of land, more or less, being all of Lot Nos. 327, 329 and 330 of the Kelly-Pharr Subdivision out of Porciones 69 and 70 of Hidalgo County, Texas, according to the map or plat thereof of record in the Deed Records of Hidalgo County, Texas, said 120.00 gross acres being also described in that certain Mineral Deed dated November 22, 1961, recorded in Volume 266 at Page 537 of the Oil and Gas record of Hidalgo County, Texas, between W. G. Perkin, as Grantor, and John R. Freeland, as Grantee, reference made hereto for all purposes herein; and,

Tract Three: 80.00 gross acres of land, more or less, being all of Lot No. 343, the West 32.0 acres of Lot 346 and the East 8.0 acres of Lot 346 of the Kelly-Pharr Subdivision out of Porciones 69 and 70 of Hidalgo County, Texas, according to the map or plat thereof of record in the Deed Records of Hidalgo County, Texas, said 120.00 gross acres being also described in that certain Mineral Deed dated July 11, 1961, recorded in Volume 264 at Page 139 of the Oil and Gas record of Hidalgo County, Texas, between C. J. Griffin, as Grantor, and John R. Freeland, as Grantee, reference made hereto for all purposes herein.

For the purpose of determining the amount of any bonus or other payment hereunder, the leased premises shall be deemed to contain **332.57** gross acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.

2. Except as expressly provided below, and unless sooner terminated under other provisions hereof, this lease shall remain in force for a term of **three (3)** years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as defined in paragraph 4, are conducted upon the leased premises with no cessation for more than **ninety (90)** consecutive days. This is a "paid-up" lease, and no delay rental payments are necessary to maintain this Lease in effect during the primary term.

3. (a) As royalty, Lessee covenants and agrees: (i) To deliver to the credit of Lessor, in the pipeline to which Lessee may connect its wells, the equal **one-fourth (1/4th)** part of all oil, condensate and liquid hydrocarbons produced and saved by Lessee from the leased premises, or from time to time, at the option of Lessor, Lessee shall sell Lessor's share of such oil with Lessee's share and shall pay Lessor one-fourth (1/4th) of the total proceeds received by Lessee from the sale of all oil, condensate and liquid hydrocarbons produced and saved from the leased premises; (ii) to pay Lessor on gas and casinghead gas produced from the leased premises (1) when sold by Lessee in an arms-length sale to an unaffiliated third party, **one-fourth (1/4th)** of the total proceeds received by Lessee received by Lessee from the sale of such gas and casinghead gas, or (2) when used by Lessee or sold to a subsidiary or affiliate of Lessee, the market value, at the point of sale, of **one-fourth (1/4th)** of such gas and casinghead gas; and (iii) to pay Lessor on all other minerals mined and marketed or utilized by Lessee from the leased premises, **one-fourth (1/4th)** of the total proceeds received by Lessee (if sold) or market value thereof, at the point of sale or use. "Market value" as used herein with respect to gas shall mean the amount realized under any bona fide contract or contracts for the sale of gas produced hereunder, made or entered into by Lessee, with interests of itself and its royalty owners in mind, with some third person or entity (in which Lessee has no interest, direct or indirect or through a subsidiary) provided that such contracts(s) at the time made provides a price for such gas at least as high as the highest price reasonably obtainable under new gas contracts made at or near the time that the contract for sale of gas produced hereunder is made, in the field where the leased premises are located, for the sale of gas of substantially the same quantity and quality (including legal quality), delivered under comparable conditions. If gas is sold at the wells (whether or not it may be redelivered at some point downstream) under a bona fide contract meeting

the test for market value herein provided, Lessee shall not be required to account for royalties on any basis other than the amount realized under such contract.

(b) Lessee shall place oil and gas produced from the leased premises in marketable condition and shall market same as agent for Lessor, for the mutual benefit of Lessee and Lessor, at no cost to Lessor. Lessor's royalty shall bear Lessor's proportionate part of any costs of transporting oil, gas or liquid hydrocarbon products beyond the boundary of the leased premises. Lessor's royalty shall not be charged directly or indirectly with any of the following: expenses of production, gathering, dehydration, compression, manufacturing, processing by Lessee on the leased premises, treating or marketing of gas, oil, or any liquefiable hydrocarbons extracted therefrom. If gas produced from the leased premises is processed for the recovery of liquefiable hydrocarbon products prior to sale, and if such processing plant is not owned by Lessee or any subsidiary or affiliate of Lessee, Lessor's royalty shall be calculated based upon the total proceeds received by Lessee received by Lessee (or any subsidiary or affiliate of Lessee) from Lessee's sale of such liquefiable hydrocarbons and residue gas, or the market value thereof, at the point of sale, whichever is applicable.

(c) All royalties that may become payable hereunder shall commence to be paid on any well completed on the leased premises within ninety (90) days after the first day of the month following the month during which said well is completed and commences production. Thereafter, all royalties on oil shall be paid to Lessor on or before the last day of the second month following the month of production. Royalties not paid when due shall bear interest at two percent (2.0%) above the prime rate quoted in the Wall Street Journal as the base rate on corporate loans at large U. S. Money Center Commercial Banks, commencing at the rate as quoted on the date such payment was due, and fluctuating thereafter as such rate fluctuates. Interest charges shall commence on the date payment is due and shall continue until payment is made in full. In no event shall the interest rate charged be greater than the maximum allowed by law.

(d) If royalty is not paid by the date due, Lessor may give Lessee written notice of nonpayment of royalty, and if Lessor's royalty is not paid on or before expiration of thirty (30) days from Lessee's receipt of such notice, Lessor may terminate this Lease. However, if there is a bona fide dispute or a good faith question of royalty entitlement (either as to ownership or as to amount), based on an attorney's written opinion furnished to Lessor prior to the expiration of such thirty (30) days, Lessee may pay the disputed portion of Lessor's royalty to a trustee to be selected by both parties, to be retained by such trustee and invested in interest-bearing accounts pending resolution of the entitlement issue, with the interest to belong to the successful party. If the parties do not or cannot agree on a trustee, Lessee may tender the royalty into a court of competent jurisdiction by Bill of Interpleader, to be so held and invested by the clerk under the direction of the court. If the royalty is so paid to such trustee or to the court within the time provided, then Lessor shall not have the right to terminate this Lease for non-payment of royalty.

(e) It shall not be necessary for Lessor to execute any division or transfer order in order to be entitled to payment of royalties due under this Lease other than that which is prescribed under the provisions of the Texas Natural Resources Code. If Lessor agrees to accept payment of royalties from a purchaser of oil or gas produced from the leased premises, or from another party designated to distribute royalties other than Lessee, Lessor's acceptance of such payments shall not relieve Lessee of its obligation to pay royalty hereunder except to the extent of payments actually received by Lessor from such third party, and if such third party fails to pay any sums due as royalty under this Lease, Lessee shall remain fully liable therefor, whether or not Lessee has received payment for production from such purchaser or third party.

(f) Lessor hereby retains a security interest in (i) all of the oil and gas produced and saved from the leased premises or lands pooled therewith, under and pursuant to this Lease, and (ii) all proceeds of sale of such oil and gas and all accounts arising therefrom (the "Collateral"), to secure Lessee's payment of royalties and compliance with the other terms and provisions of this Lease. In addition to any other remedies provided in this Lease, Lessor, as a secured party, may in event of Lessee's default in any obligation of Lessee under this Lease proceed under the Texas Uniform Commercial Code (the "Code") as to the Collateral, in any manner permitted by the Code. In the event of default by Lessee, Lessor shall have the right to take possession of the Collateral, and to receive the proceeds attributable thereto and to hold same as security for Lessee's obligations or to apply it on the amounts owing to Lessor hereunder. The Collateral includes minerals to be financed at the wellhead of the wells and accounts from the sale thereof.

(g) If, by reasons of assignments or undivided interests in Lessee's interest in this Lease, more than one party becomes entitled to a portion of Lessee's share of gas produced from any well on the leased premises, and if any or all of such co-owners elect to take their share of gas in kind, resulting in split-stream deliveries of gas to different purchasers, Lessor shall be entitled at Lessor's election, to require the operator of the leased premises to pay and account to Lessor for all royalties due on gas production from the well or wells from which split-stream deliveries are being made, so that Lessor shall not be required to receive royalties from more than one (1) purchaser or party on the same gas stream. If Lessor exercises such election, the operator of the leased premises (or of that portion of the leased premises upon which the split-stream production is located) shall pay to Lessor all royalties due on such gas production and shall provide production statements from all purchasers of such gas showing the amounts sold and the price paid therefor, with any applicable adjustments. Such election, if made, shall not relieve any party otherwise liable for payment of royalties from such liability, and all parties owning an undivided interest in all or any portion of the leased premises shall be and remain jointly and severally liable for the payment of all royalties due on production therefrom.

4. The term "operations" as used in this Lease shall mean only (i) the production of oil, gas or other hydrocarbons in paying quantities and (ii) the actual drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil or gas, conducted in good faith and with due diligence and drilling operations will not be considered as being conducted unless a rig capable of drilling to the prospective depth is actually in place and rotating under power.

5. If there shall be a well on the leased premises capable of producing gas or gas and condensate in paying quantities, but from which neither gas nor condensate is sold or used off the leased premises for lack of a satisfactory

market (which well is herein sometimes called a "shut-in" gas well), Lessee may pay or tender to Lessor, or to the depository bank herein provided, as shut-in gas well royalty, a yearly sum equal to **Twenty-five and no/100 Dollars (\$25.00)** multiplied by the number of acres subject to this Lease at the time such payment is made. The first such payment of shut-in gas well royalty is to be made on or before **ninety (90)** days after the day on which (i) such well is shut in or (ii) this Lease ceases to be in force by any other provision hereof, whichever is later. Succeeding payments may be made annually thereafter on or before the anniversary of the due date of such payment, and if such shut-in gas well royalty shall be paid or tendered as above provided, it shall be considered for purposes of this Lease that such well is producing gas in paying quantities for a period of one (1) year from the due date of such payment, and for like annual periods thereafter; provided, however, that the payment of shut-in gas well royalty shall not prevent the termination of this Lease as to portions of acreage covered hereby, in accordance with the provisions of paragraph 6 hereof. Notwithstanding the making of such shut-in gas well royalty payments, Lessee shall be and remain under the continuing obligation to (i) use all reasonable efforts to find a market for said gas and to commence or resume marketing same when a market is available, (ii) reasonably develop the lands then subject to this lease and (iii) drill all such wells on the lands then subject to this lease as may be reasonably necessary to protect same from drainage by wells on adjoining or adjacent lands. All payments or tenders provided for in this paragraph shall be made to Lessor personally or to the depository bank provided for elsewhere in this Lease.

6. (a) The production of oil, gas or other minerals under the terms of this Lease will maintain this lease beyond its primary term only as to that portion of the leased premises actually included within a pooled oil or pooled gas unit or units created and designated around wells then producing in paying quantities. Notwithstanding any density rules applicable to any well, however, no pooled oil or pooled gas unit assigned to any well shall exceed the following sizes:

(1) If the well is classified as an oil well under the Rules and Regulations of the Railroad Commission of Texas then in effect, the maximum size of the pooled oil unit shall be **forty (40)** acres.

(2) If the well is classified as a gas well under the Rules and Regulations of the Railroad Commission of Texas then in effect, the maximum size of the pooled gas unit shall be **three hundred twenty (320)** acres if the well is producing from formations less than **eight thousand (8,000)** feet beneath the surface, and **six hundred forty (640)** acres if the well is producing from formations below **eight thousand (8,000)** feet beneath the surface.

(b) Insofar as possible, taking into consideration the productive limits of the producing interval and the configuration of the leased premises, the lands included within the pooled oil or pooled gas unit for a well shall be in the form of a square or rectangle. Every effort shall be made in designating pooled oil or pooled gas units to avoid releasing small or irregularly shaped portions of the leased premises, or portions not contiguous with other released portions. Acreage assigned to wells producing from different zones may overlap, and shall overlap when necessary to comply with the requirements of this section. If a well is producing from more than one formation, its pooled gas unit's size and configuration shall conform to the Railroad Commission rules applicable to the well which provide the largest pooled gas unit (subject to the size limitations stated above). If all or a portion of the leased premises is included in a pooled unit with other lands, then for purposes of this paragraph all the lands within the pooled unit shall be considered a part of the leased premises, and the size and configuration of the pooled unit must conform to the requirements of this paragraph for a pooled oil or pooled gas unit.

(c) As to any acreage which is not included within any pooled unit at the expiration of the primary term, Lessee may maintain this Lease as to such excluded acreage beyond the primary term only by conducting drilling operations thereon with no cessation of more than **ninety (90)** consecutive days; and at such time as such operations cease, Lessee shall designate any additional pooled gas units resulting from such operations, and this Lease shall automatically terminate and be of no further force or effect as to any acreage not within such designated units.

(d) In addition, at the end of the primary term, or (if at the end of the primary term Lessee is conducting drilling operations on the leased premises) upon cessation of such operations for more than **ninety (90)** consecutive days, whichever is later, this Lease shall terminate as to all depths and horizons under each pooled gas unit below one hundred feet (100') below the deepest depth drilled in the well on such pooled gas unit.

(e) As to acreage which is included within a pooled gas unit, this Lease may be held in force after the termination of the primary term only by production from, or operations conducted (as provided in this Lease) on, such unit; and production from, or operations conducted on, one unit will not maintain this Lease in force as to any other acreage included within any other unit, but such production or operations will maintain this Lease only as to the acreage within the unit or units upon which such production or operations are being maintained or conducted.

(f) Upon termination of this Lease as to any portion of the leased premises, Lessee shall deliver to Lessor a plat showing the designated pooled gas units around each well and a partial release complying with the requirements of this paragraph, suitable for recording.

7. Lessee shall have the right at any time and from time to time during the term of this Lease to release from the lands covered hereby any lands subject to this Lease and thereby be relieved of all obligations thereafter accruing as to the acreage so released, provided that Lessee may not release any portion of this Lease included in a pooled unit as long as operations are being conducted on such unit.

8. (a) Subject to any limitations provided below, Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish pooled units.

(b) Lessee shall exercise said option as to each desired pooled unit by executing an instrument identifying such pooled unit and filing it for record in the public office in which this lease is recorded, and furnishing a copy to Lessor. Each of said options may be exercised by Lessee at any time and from time to time while this

lease is in force, and whether before or after production has been established either on the leased premises, or on the portion of the leased premises included in the pooled unit, or on other land unitized therewith. A pooled unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the pooled unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon that portion of the leased premises included in the pooled unit.

(c) There shall be allocated to the land covered by this lease within each such pooled unit (or to each separate tract within the pooled unit if this lease covers separate tracts within the pooled unit) that proportion of the total production of unitized minerals from the pooled unit which the number of surface acres in such land (or in each such separate tract) covered by this lease within the pooled unit bears to the total number of surface acres in the pooled unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty under this lease, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The formation of any pooled unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in Paragraph 7 hereof, except that Lessee may not so release as to lands within a pooled unit while there are operations thereon for unitized minerals. At any time while this lease is in force Lessee may dissolve any pooled unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals.

(d) If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this Paragraph 8 with consequent allocation of production as herein provided. As used in this Paragraph 8, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

(e) Pooled units created hereunder shall not exceed the lesser of the following sizes: (1) not more than **forty (40)** surface acres, plus 10% acreage tolerance, for any well classified as an oil well by the Railroad Commission of Texas; (2) not more than **six hundred forty (640)** surface acres plus 10% tolerance, for any well classified as a gas well by the Railroad Commission of Texas; or, (3) if the Railroad Commission of Texas has established special field rules for the field from which the unit well is or is to be located, the minimum amount of acreage necessary to obtain a regular permit for the drilling of the well, as required by the field rules of the Railroad Commission of Texas applicable to the field from which such well is producing.

(f) Lessee shall have no right to pool the leased premises with other lands for the production of oil or gas unless either (i) all of the leased premises are included within the pooled unit thereby created, or (ii) it is not possible to form a proration unit which would be entitled to the maximum allowable under the rules of the Railroad Commission of Texas from "excess" acreage within the leased premises (acreage which is not already assigned to a proration unit for a well or wells located on the leased premises), and in the latter event, all of the excess acreage within the leased premises must be included in the pooled unit so created.

(g) If there are royalty interests in oil and gas in the leased premises now owned by parties other than Lessor, Lessor makes no warranty or representation that this Lease grants Lessee the power or authority to pool such royalty interests, but in the event of pooling hereunder Lessor's royalty on production from the pooled unit shall be calculated and paid as if Lessee has the power, and had exercised the power, to pool such royalty interests, whether or not Lessee in fact has such authority.

(h) In the event a portion or portions of the land herein leases is pooled or unitized with other land so as to form a pooled unit or units, operations on, completion of a well upon, or production from such pooled unit will not maintain this Lease in force as to the land not included in such pooled unit or units. This lease may be maintained in force as to any land covered hereby and not included in such pooled unit or units in any manner provided for herein.

9. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No assignment by Lessee (or any assignee of Lessee) of all or any portion of or interest in this lease shall relieve Lessee (or any assignee of Lessee) of any liability for breach of any covenant, warranty or other obligation of Lessee hereunder, whether theretofore or thereafter accrued. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this lease to the same extent as if such assignee were an original party to this lease. Lessee shall within thirty (30) days of the assignment of this lease or any part thereof notify Lessor of such assignment and furnish Lessor a true copy of any assignment. All notices to Lessee hereunder may be given to the Lessee named herein, notwithstanding the assignment of part or all of this Lease. No change or division in the ownership of the leased premises, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof to Lessee, its successors or assigns, no change or division in the ownership of the leased premises or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

10. This lease is made without warranty of title, express, implied or statutory. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on the leased premises, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil or gas in all or any part of the leased premises than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. Except as provided in paragraph 8, all royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease (except payment of money), from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises. However, no event or cause stated in the preceding sentence shall be effective to extend the primary term of this lease more than ninety (90) days beyond the date which is three(3) years from the date of this Lease.

12. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR, LESSOR'S HEIRS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AGAINST ANY AND ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE OR INJURY TO OR DEATH OF PERSONS AND/OR LOSS OR DAMAGE TO PROPERTY INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, EXPERT FEES, AND COURT COSTS CAUSED BY LESSEE'S OPERATIONS ON THE LEASED PREMISES OR LESSEE'S MARKETING OF PRODUCTION AND PRODUCTS THEREFROM OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE, WHETHER OR NOT SUCH CLAIM RESULTS FROM OR IS CAUSED BY THE NEGLIGENCE OF LESSEE OR LESSOR, AND WHETHER OR NOT LESSEE'S OR LESSOR'S LIABILITY RESULTS FROM APPLICATION OF ANY THEORY OF STRICT LIABILITY, EITHER STATUTORY OR BY COMMON LAW. IT IS UNDERSTOOD, HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SUBSECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE AND GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR. THE TERMS "LESSEE" AND "LESSOR" AS USED HEREIN SHALL INCLUDE THEIR RESPECTIVE AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, OR ANY PERSON ACTING UNDER ITS DIRECTION OR CONTROL.

13. Lessee agrees to provide written notice to Lessor of Lessee's entry upon the leased premises to drill. Lessee agrees to furnish Lessor, upon Lessee's receipt of written request from Lessor, copies of all title opinions covering the leased premises, copies of all filings made by Lessee with the Railroad Commission of Texas pertinent to drilling and completing wells, copies of all daily drilling reports, full information as to the production and sales from wells on the leased premises, and a copy of all gas contracts or any other agreements pursuant to which Lessee shall sell, use, transfer or dispose of any hydrocarbon substance or product extracted therefrom which was produced from the leased premises. Lessor shall have the right to inspect, audit and copy all records of Lessee pertaining to the production and sale of oil and gas from the leased premises and the calculation and payment of Lessor's royalty hereunder.

14. If oil or gas is discovered on the leased premises, Lessee shall develop the leased premises as a reasonable and prudent operator. Lessee shall protect the oil and gas in and under the leased premises from drainage by wells on adjoining or adjacent tracts or leases as a reasonable and prudent operator. Neither the royalties nor the shut-in gas well royalties paid or to be paid hereunder, nor any other provision of this lease, shall relieve Lessee of the obligation to reasonably develop the leased premises and to reasonably protect the oil and gas in and under the leased premises from drainage by wells on adjoining lands or leases. Lessee agrees to notify Lessor of the need to sue an adjoining owner, lessee or operator for damages resulting from drainage or for damage to a common reservoir. If Lessee intends to make a claim or to file suit for such drainage or damage, Lessee will notify Lessor and will represent Lessor in such claim or cause of action without cost to Lessor unless Lessor notifies Lessee in writing to the contrary. If Lessee recovers damages as a result of such claim, either by settlement or judgment, Lessor shall be entitled to share in such recover pro rata in accordance with Lessor's interest in production from the leased premises whether or not Lessor is a party to such settlement or judgment.

15. Neither the acceptance of royalties, shut-in royalties or other payment by Lessor (regardless of any notation thereon or instrument accompanying same), nor Lessor's execution of any division order or transfer order or similar instrument, shall ever constitute or be deemed to effect (a) a ratification, renewal or amendment of this lease or of any pooled unit designation filed by Lessee purporting to exercise the pooling rights granted to Lessee in this lease, or (b) a waiver of the rights granted to Lessor, or the obligations imposed upon Lessee, express or implied, by the terms of this lease, or remedies for Lessee's breach thereof, or (c) an estoppel against Lessor preventing Lessor from enforcing Lessor's rights or Lessee's obligations hereunder, express or implied, or from seeking damages for Lessee's breach thereof. Lessor's agreement to accept royalties from any purchaser shall not affect Lessee's obligation to pay royalties pursuant to this lease. No instrument executed by Lessor shall be effective to constitute a ratification, renewal, extension or amendment of this lease unless the instrument is clearly titled to indicate its purpose and intent.

16. Lessee shall have the right to conduct seismic operations on the leased premises, and to contract with third parties to conduct seismic operations, for Lessee's own account and use. If Lessee contracts with an independent contractor third party to perform seismic operations on Lessee's behalf, Lessor shall nevertheless be entitled to deal only with a representative of Lessee in connection with such operations, and shall not be required to contract or negotiate with such independent contractor. Lessee shall have no right to grant permits to any third party for the conduct of seismic operations on the leased premises, or to divulge, license or sell the results of Lessee's own seismic surveys on the leased premises to any third party who has no interest in the leased premises. Lessor shall have the right to conduct seismic operations on the leased premises, and to grant permits to third parties for the conduct of such operations, and Lessor shall be entitled to all consideration paid by any third party for such right, and Lessee shall have no interest in or right to such seismic information.

17. Lessor is not the owner of the surface estate, and Lessor makes no warranty with respect therein. Lessee agrees to defend, indemnify and hold harmless Lessor from and against any and all liability for injury or damages to person or property caused by or resulting from the operations of Lessee, its employees, agents, invitees or independent contractors, whether such injury or damages results from negligence, strict liability, or statutory liability of such parties or otherwise.

18. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said Lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

19. All obligations of Lessee other than the payment of money shall be performable in the county or counties in which the leased premises are situated. All obligations of Lessee for the payment of money shall be performable in the county of residence of each Lessor. Venue for any action to enforce Lessee's obligations hereunder shall be in the county in which the leased premises are situated or in the county of residence of any party hereto.

20. The Depository Bank for payment and tender of any monetary payments due under the terms and conditions of this Oil, Gas and Mineral Lease (except the payment of royalty on production of oil and/or gas) is the address of Lessor as shown hereinbelow. For the purposes herein, Lessor's net interest under the leased premises is set out hereinbelow:

INTEREST OWNER

John R. Freeland and wife,
Jayne Freeland
806 West Pecan
McAllen, Texas 78501

TRACT:

McColl Subdn:

Lot 2, Block 12
Lot 7, Block 12
Lot 8, Block 12

Kelly-Pharr Subdn:

Lot 327
Lot 329
Lot 330
Lot 343
W/32 ac. Lot 346
E/8.0 ac. Lot 346

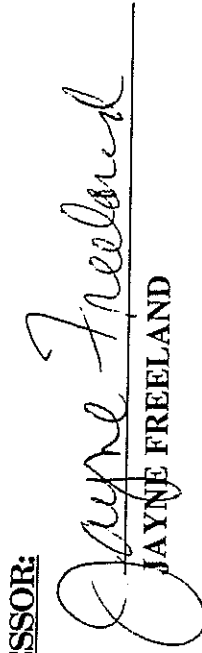
TOTAL

<u>GROSS ACRES</u>	<u>NET MIN. INT.</u>	<u>NET ACRES</u>
44.19	50.0000%o	22.095
44.19	50.0000%o	22.095
44.19	50.0000%o	22.095
40.00	31.8875%	12.755
40.00	18.3175%	7.327
40.00	18.3175%	7.327
40.00	37.5000%	15.00
32.00	12.5000%	4.00
8.00	37.5000%	3.00
332.57		115.694

IN WITNESS WHEREOF, this instrument is dated effective the date first above written and executed by the parties hereto on the date set out in each acknowledgement hereinbelow.

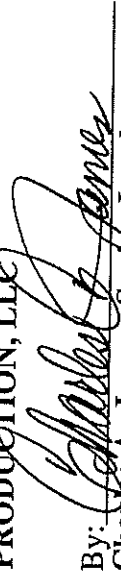
LESSOR:


JOHN R. FREELAND


JAYNE FREELAND

LESSEE:

SUEMAUR EXPLORATION &
PRODUCTION, LLC

By: 
Charles A. James, Senior Landman

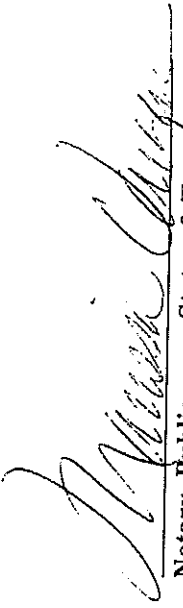
ACKNOWLEDGEMENTS:

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 24th day of May, 2005, by
JOHN R. FREELAND and wife, JAYNE FREELAND.

NOTARY STAMP OR SEAL:

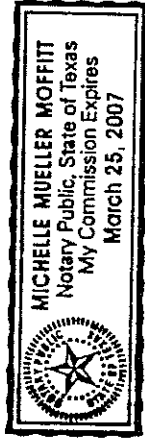


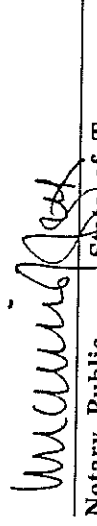

Notary Public -- State of Texas
My Commission Expires: _____

~~~~~  
STATE OF TEXAS       §  
                                 §  
COUNTY OF NUECES   §

This instrument was acknowledged before me on this 24th day of May, 2005,  
by **CHARLES A. JAMES, Senior Landman for SUEMAUR EXPLORATION &  
PRODUCTION, LLC.,** a limited liability corporation, on behalf of said corporation.

NOTARY STAMP OR SEAL:



  
Notary Public -- State of Texas  
My Commission Expires: \_\_\_\_\_

~~~~~  
Reynosa (North) Prospect
332.57 ac/115.694 net ac.
Modified TLMA OGL Form (02/02) -
Paid up, w/pooling

Filed for Record in:
Hidalgo County
by J. D. Salinas III
County Clerk
On: Oct 18, 2005 at 01:28P
As a Recording
Document Number: 1533394
Total Fees: 40.00
Receipt Number - 714024
By: MaryLou Cantor, Deputy

AI-3239

13.A.

Change Fund Increase
CC REGULAR

Date: 04/10/2007
Submitted By: Neida Chavana, TAX OFFICE
Submitted For: Armando Barrera Jr.
Department: TAX OFFICE
Agenda Area: Tax Office

Agenda Item

CAPTION

Approval to increase change fund in the amount of \$ 4,900.00 for Sub-Stations and the Main Office in Edinburg

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Change 2](#)
Link: [Change 3](#)
Link: [Change 4](#)
Link: [Change 5](#)
Link: [Tax Office](#)

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

Form Routing/Status

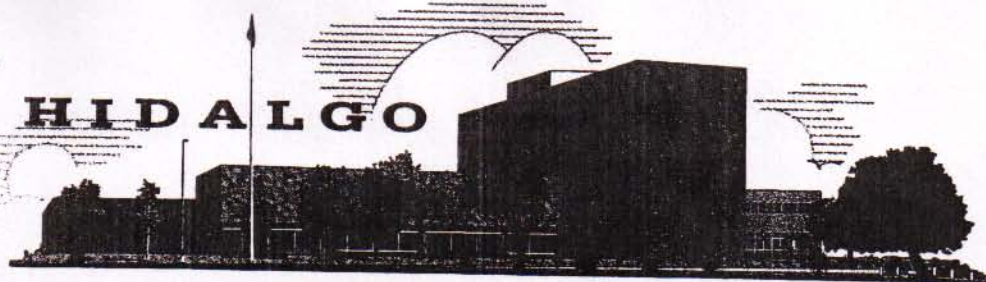
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/30/2007 08:54 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/04/2007 02:08 PM	APRV
3	Purchasing Department	Marty Salazar	04/04/2007 05:16 PM	APRV
4	Auditor's Office	Linda Fong	04/07/2007 11:48 AM	APRV
5	Court Administrator			NEW

Form Started By: Neida Chavana

Started On: 03/30/2007 07:33 AM

Final Approval Date:

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

March 27, 2007

Honorable Armando Barrera, Jr.
Hidalgo County Tax Assessor/Collector
Administration Bldg., 1st Floor
100 E. Cano
Edinburg, TX 78539

Re: Request for Approval of Auto License Substations Change Fund Increase

Dear Mr. Barrera:

We have reviewed your request for a change fund increase of \$2,400.00. Your office currently has a \$17,750.00 total change fund for the main office and all sub-stations. At this time, we are recommending approval of the increase, which will increase your change fund balance to a total of \$20,150.00.

According to Local Government Code §130.902, "The commissioner's court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the commissioner's court may increase or decrease the change fund at any time."

Please submit this letter to Commissioner's Court as a support to your request for the \$2,400.00 increase to your change fund. Once the Commissioner's Court approves the change fund increase, please request a check from the Hidalgo County Auditor's -Accounts Payable Division to be made payable to the Tax Assessor/Collector.

You will be responsible for this advance. Please be reminded that the change fund should not be utilized as petty cash and should be properly safeguarded.



HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 92ND D.C.

ROSAFLO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 379TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

Armando Barrera, Jr.
March 27, 2007
Page 2

Should you have any questions please feel free to call Cris Reyna, Internal Auditor, at 318-2511 ext. 4643. If you wish to contact me, my number is 318-2511.

Sincerely yours,


Ray Eufacio, CPA
County Auditor

RE/cr

Cc: Pablo Villareal Jr., Tax Operations Manager
Santos Castilleja III, Motor Vehicle Accountant



HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 12th D.C.

RODOLFO DELGADO
JUDGE, 33rd D.C.

J. R. "BOBBY" FLORES
JUDGE, 139th D.C.

ROSE GUERRA REYNA
JUDGE, 206th D.C.

JUAN R. PARTIDA
JUDGE, 275th D.C.

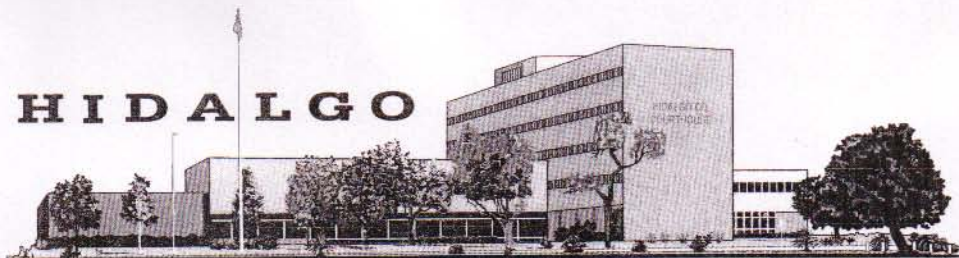
MARIO E. RAMIREZ, JR.
JUDGE, 332nd D.C.

NOE GONZALEZ
JUDGE, 379th D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389th D.C.

AIDA SALINAS FLORES
JUDGE, 398th D.C.

COUNTY *of* HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

March 14, 2007

Honorable Armando Barrera, Jr.
Hidalgo County Tax Assessor/Collector
Administration Bldg., 1st Floor
100 E. Cano
Edinburg, TX 78539

Re: Request for Approval of Change Fund Increase

Dear Mr. Barrera:

We have reviewed your request for a change fund increase of \$2,500.00 (\$500.00 for each of the (3) three Sub-Stations and \$1,000.00 for the Main Office). Your office currently has a \$5,025.00 total change fund for the main office and all sub-stations. At this time, we are recommending approval of the increase, which will increase your change fund balance to a total of \$7,525.00.

According to Local Government Code §130.902, "The commissioner's court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the commissioner's court may increase or decrease the change fund at any time."

Please submit this letter to Commissioner's Court as a support to your request for approval of the increase to your change fund. Once the Commissioner's Court approves the change fund increase, please request a check from the Hidalgo County Auditor's office-Accounts Payable Division to be made payable to the Tax Assessor/Collector.

Please be reminded that the change fund should not be utilized as petty cash and should be properly safeguarded. Any future increase or decrease needed for the change fund should be recommended by us and approved by Commissioner's Court.

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 92nd D.C.

RODOLFO DELGADO
JUDGE, 93rd D.C.

J. R. "BOBBY" FLORES
JUDGE, 139th D.C.

ROSE GUERRA REYNA
JUDGE, 206th D.C.

JUAN R. PARTIDA
JUDGE, 275th D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332nd D.C.

NOE GONZALEZ
JUDGE, 370th D.C.
OVERSEER

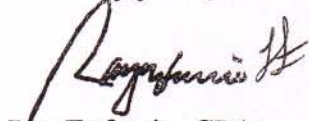
LETICIA LOPEZ
JUDGE, 389th D.C.

AIDA SALINAS FLORES
JUDGE, 398th D.C.

Armando Barrera, Jr., Hidalgo County Tax Assessor/Collector
March 14, 2007
Page 2

Should you have any questions please feel free to call Julio Espinosa, Internal Audit Supervisor,
at 318-2511 ext. 4650 or me at ext. 4604.

Sincerely yours,



Ray Eufracio, CPA
County Auditor

Cc: Pablo Villareal Jr., Tax Operations Manager
Yolanda Villescás, Tax Collections Supervisor

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

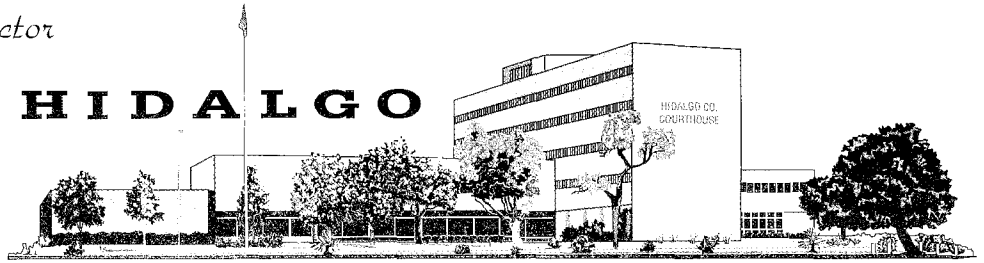
NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr. RTA

ASSESSOR AND COLLECTOR

March 29, 2007

EDINBURG, TEXAS 78540-0178

P.O. Box 178

(956) 318-2160

FAX (956) 318-2733

Honorable J.D. Salinas
And Commissioners Court
100 E. Cano, Administration Bldg
Edinburg, Texas 78539

Dear Judge Salinas:

We respectfully request a change fund in the total amount of \$4,900.00 for our Sub-Stations and the Main Office here in Edinburg.

This will include the following:

Motor Vehicle:	\$ 2,400.00
Collecting:	<u>\$ 2,500.00</u>
TOTAL	\$ 4,900.00

Your consideration in this matter will be greatly appreciated. Attached find approval letter from the County Auditor, should you have any questions or comments, do not hesitate to contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Armando Barrera Jr.'.

Armando Barrera Jr., RTA
Tax Assessor/Collector

ABJ:nc

AI-3277

14.A.

**Budget Amendment for Parks & Recreation
CC REGULAR**

Date: 04/10/2007
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Agenda Item

CAPTION

Approval of 2007 appropriation of funds for Precinct #2 Parks (Fund 1212) in the amount of \$5,000.00

BACKGROUND

Revenue & Expenditures

Attachments

Link: [Agenda Request](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/02/2007 11:25 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/04/2007 07:02 PM	APRV
3	Purchasing Department	Marty Salazar	04/05/2007 11:14 AM	APRV
4	Auditor's Office	Linda Fong	04/07/2007 11:50 AM	APRV
5	Court Administrator			NEW

Form Started By: Yolanda Cisneros

Started On: 04/02/2007 04:39 PM

Final Approval Date:

DATE: April 2, 2007

DEPARTMENT HEAD: **Hector “Tito” Palacios**

DEPARTMENT NAME: **Hidalgo County Precinct No. 2**

ACCOUNT NUMBER: 7-1212-452-00-122-008-0-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	AMOUNT
7-1212-452-00-122-008-0-746	OFFICE FURNITURE	\$5,000.00

TOTAL BUDGET INCREASE REQUEST ***\$5,000.00***

REASON: Money is needed for the expected expenditures of the department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS’ COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-3334

14.B.

Moore Road Bridge Project
CC REGULAR

Date: 04/10/2007
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Agenda Item

CAPTION

Authorization to approve land acquisitions, title reports, appraisals as it relates to the Moore Road Bridge Project.

BACKGROUND

CSJ: 0921-02-137 The account will be from 7-1202-431-00-122-006-0-711. Money is already set aside for the construction under (Fund 1315)

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1315-431-30-122-023-0-732
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is \$10,467.30 as of 4/5/07.

FISCAL YEAR: **ACCT. #:** 7-1202-431-00-122-006-0-711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is \$75115.75 as of 4/5/07.

Attachments

Link: [H-Drive](#)

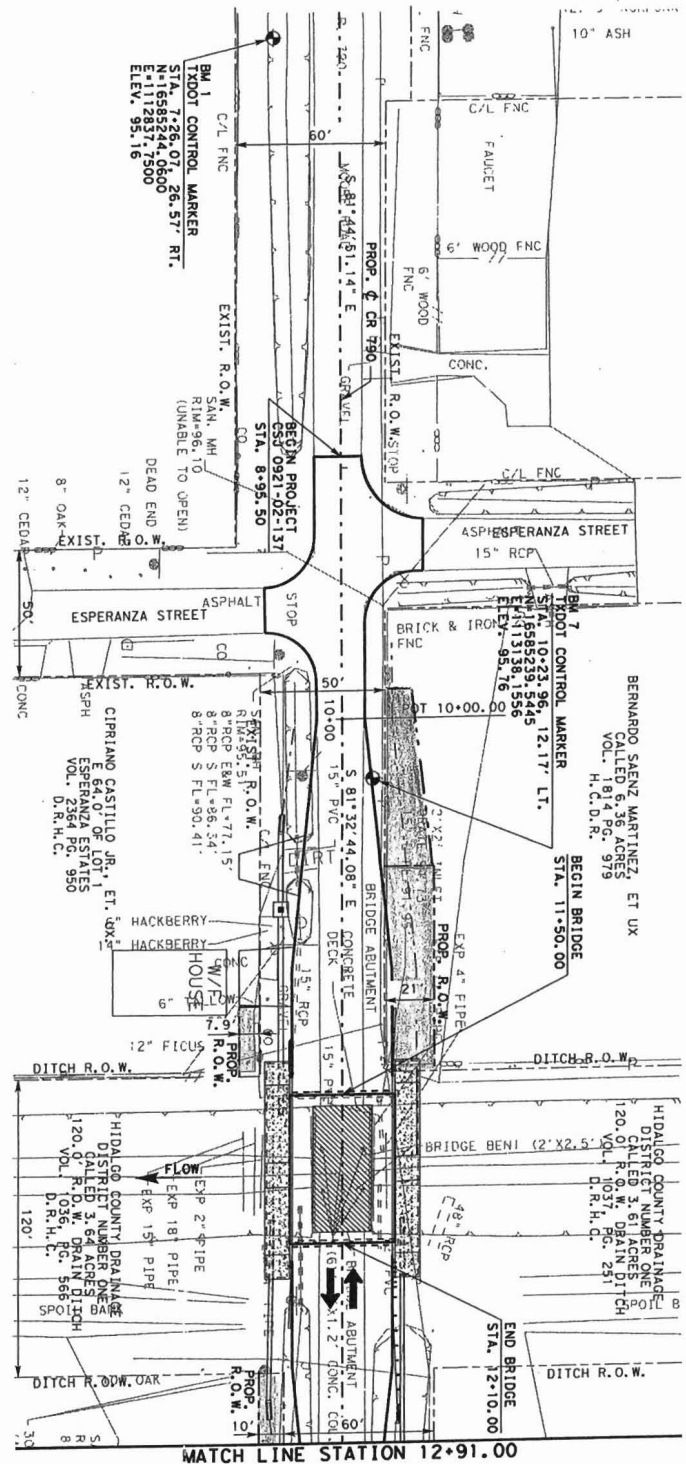
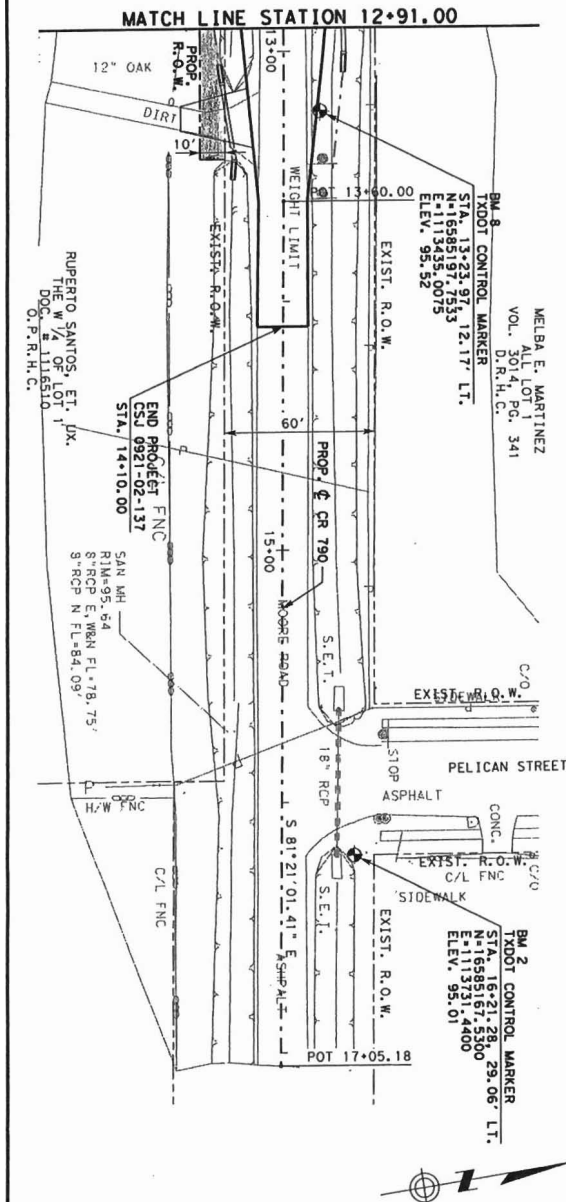
Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 06:27 PM	APRV
2	Dale Kennan	Dale Kennan	04/05/2007 11:05 AM	APRV
3	Purchasing Department	Marty Salazar	04/05/2007 11:50 AM	APRV
4	Auditor's Office	Linda Fong	04/07/2007 11:53 AM	APRV
5	Court Administrator			NEW

Form Started By: Yolanda Cisneros
Started On: 04/04/2007 02:00 PM

Final Approval Date:



DATE	BY	REV	REVISION

Engineered by KBR Technical Services, Inc.

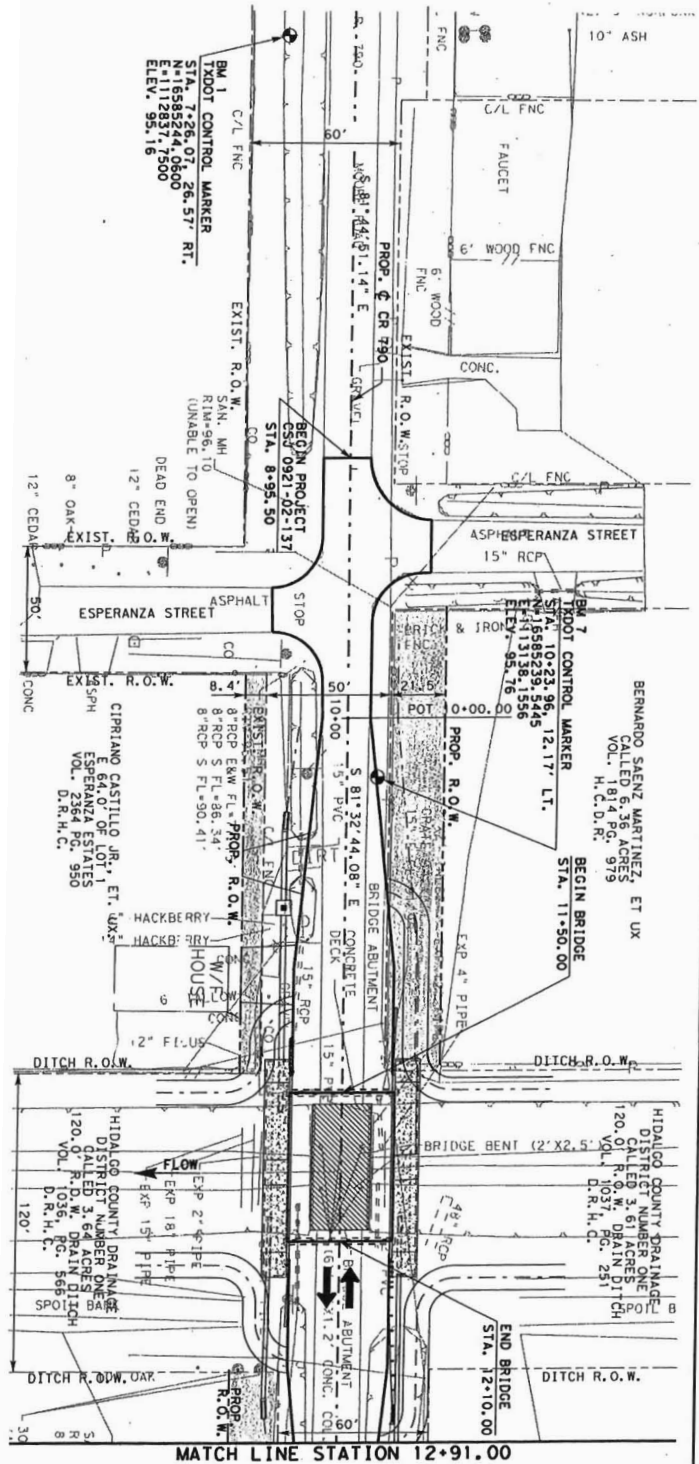
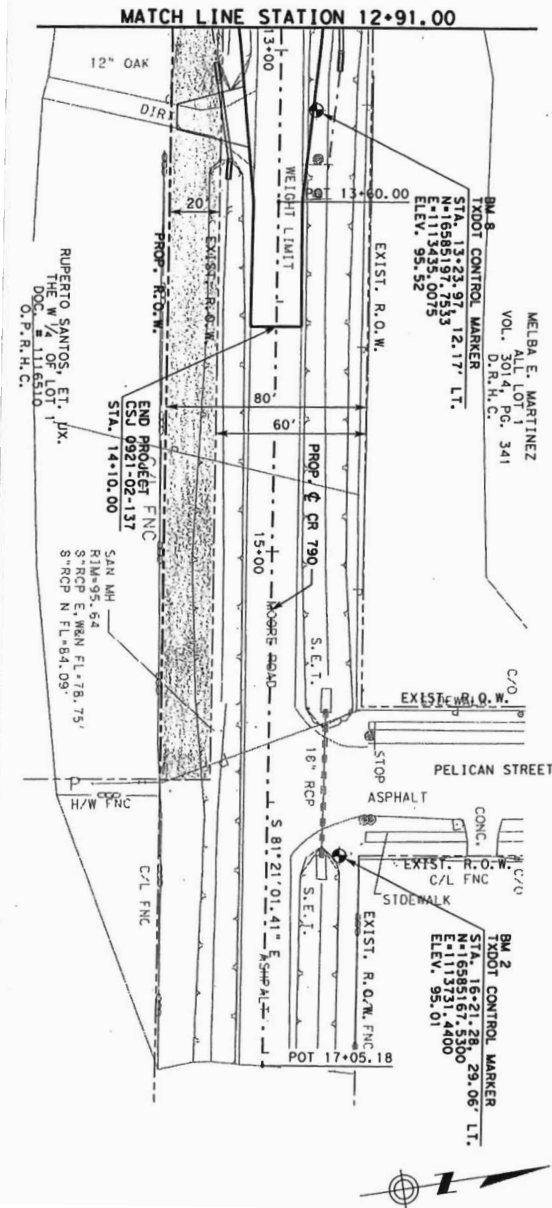
KBR

HIDALGO COUNTY
OFF-SYSTEM BRIDGE
REPLACEMENTS
EXHIBIT 1
CR 790 (MOORE ROAD)

SHEET 1 OF 1
DATE: 05-26-06
SCALE: 1" = 50'
DIN. KAY CO. ST. DR. CR. CO. ST.
FED. RD. DIST. PROJECT NO. BR 2005 (979) ETC.
STATE PROJECT NO. 6
STATE COUNTY HIDALGO
STATE DIST. NO. 21
TEXAS HIDALGO 0921 02 131138 0979 006

LEGEND

↑ - PROPOSED TRAFFIC
○ - INDICATES EXISTING
■ - BRIDGE TO BE REMOVED



DATE	BY	REV	REVISION

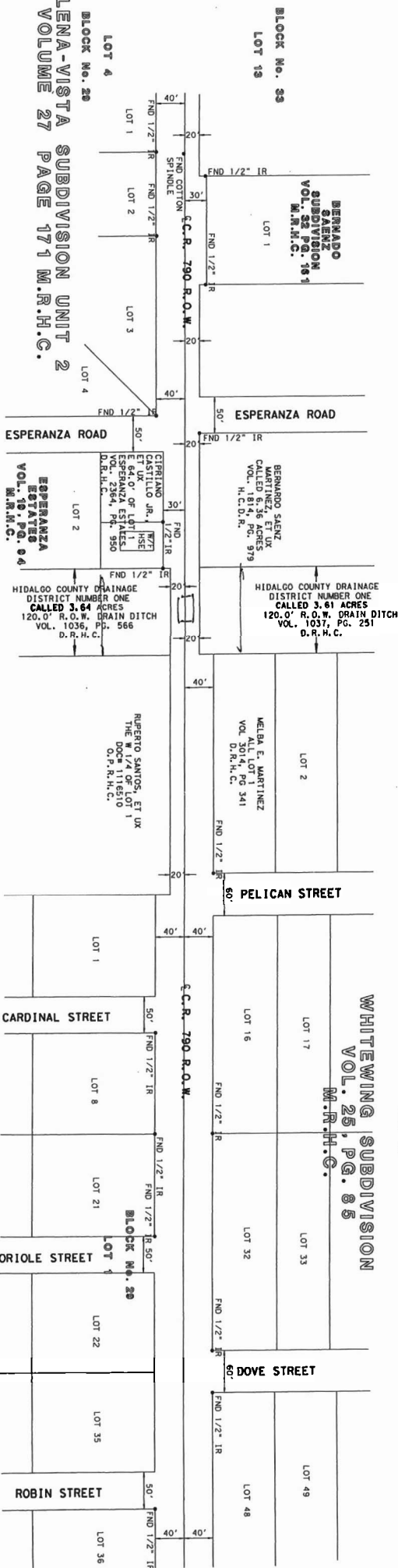
Texas Department of Transportation KBR Engineered by KBR Technical Services, Inc.	
HIDALGO COUNTY OFF-SYSTEM BRIDGE REPLACEMENTS EXHIBIT 1A CR 790 (MOORE ROAD)	
SHEET 1 OF 1 DATE: 05-26-06 DOW: KAY ST. DR. CR. EX. ST. STATE: TEXAS COUNTY: HIDALGO DISTRICT: 21	SCALE: 1" = 50' FEDERAL PROJECT NO.: BR 2005 (3790) ETC STATE PROJECT NO.: 137138 (CR790) CR

LEGEND

↑ - PROPOSED TRAFFIC
 • - BENCH MARK
 --- INDICATES EXISTING
 --- BRIDGE TO BE REMOVED

ALAMO TRACT ALAMO LAND & SUGAR COMPANY VOL. 1, PG. 24, H.C.M.R.

BLOCK No. 34
LOT 18



AI-3347

14.C.

**Interlocal Cooperative Agreements btw City of San Juan & County of Hidalgo
CC REGULAR**

Date: 04/10/2007
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Agenda Item

CAPTION

Discussion and possible action for approval of two (2) Interlocal Cooperative Agreement between City of San Juan and County of Hidalgo.

1. Expand Ridge Road from Raul Longoria East to Stewart Road
2. Expand and Reconstruct 1st and 2nd Street from Wyoming Wat to Stewart Road.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

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

Form Started By: Yolanda Cisneros

Started On: 04/05/2007 04:57 PM

Final Approval Date:

AI-3321

15.A.

Pct #3 Transfer (1315)

CC REGULAR

Date: 04/10/2007

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Agenda Area: Precinct #3

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer (1315) from TXDOT-FM 1924 Ph. II (Program 37) to TXDOT-FM 1924 Ph. II (Program 31) in the amount of \$5,000.00.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1315-431-50-123-037-0-711

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$120,264.22 available account balance as of 03/05/2007

Attachments

Link: [Precinct # 3 transfer](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 10:08 AM	APRV
2	Sergio Cruz	Sergio Cruz	04/05/2007 10:13 AM	APRV
3	Purchasing Department	Marty Salazar	04/05/2007 11:28 AM	APRV
4	Auditor's Office	Janie Lozano	04/05/2007 11:44 AM	APRV
5	Janie Lozano	Janie Lozano	04/05/2007 02:15 PM	APRV
6	Linda Fong	Linda Fong	04/07/2007 11:16 AM	APRV
7	Court Administrator			NEW

Form Started By: Norma Ceballos

Started On: 04/04/2007 09:38 AM

Final Approval Date:

INTER-DEPARTMENTAL TRANSFER

DATE: April 10, 2007

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 7-1315-431-XX-XXX-XXX-X-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
7-1315-431-50-123-037-0-711	TXDOT-FM1924 PH II-OUTFALL CHANNELS-ROW	(5,000.00)
TO:		
7-1315-431-00-123-031-0-841	TXDOT-FM1924 PH II-AID TO OTHER GOVT	\$ 5,000.00
Total Budget (Increase/Decrease)		0.00

REASON: _____

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-3315

16.A.7.

STANDING ITEM-JUVENILE JUSTICE CENTER-Descon Construction Payment no. 21
CC REGULAR

Date: 04/10/2007

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Approval of Request for Payment No. 21 in the amount of \$106,267.95 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 No. 41 in the amount of \$2,082.69, from V-A Architecture, contracted architect for "Juvenile Justice Center." C-00-117-04-10
 C. Approval of Request for Payment Application No. 2 in the amount of \$156,534.31 from Kitchen Resource LP, contracted vendor for for "Juvenile Justice Center-Food Service Equipment" and certified for payment by project architect, V-A Architecture; C-06-317-10-24

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1334-423-32-330-042-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 555421 has an available balance of \$262,704.00 as of 4/5/07.

FISCAL YEAR: 2007

ACCT. #: 7-1332-423-32-330-034-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 540311 has an available balance of \$4,166.17 as of 4/5/07.

FISCAL YEAR: 2007

ACCT. #: 7-1336-423-32-330-044-0-748

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO 577673 \$156,534.31

Attachments

Link: [Juvenile Justice Center Invoices](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 05:22 PM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 06:11 PM	APRV
3	Dale Kennan	Dale Kennan	04/05/2007 10:20 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Moises Salazar

Started On: 04/03/2007 04:48 PM

Final Approval Date:

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) 8-10-07

TO OWNER: County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78539

PROJECT: #C-05-007-08-02 Hidalgo
County Juvenile Justice Center
Edinburg, Texas

FROM CONTRACTOR: Descon Construction, L.P.
P. O. Box 3547
McAllen, Texas 78502

VIA ARCHITECT: V-A Architecture
2029 Industrial Drive
McAllen, Texas 78504

CONTRACT FOR: County of Hidalgo Juvenile Justice Center

APPLICATION NO: Twenty-One (21)
PERIOD TO: March 31, 2007
PROJECT NOS: #C-05-007-08-02
CONTRACT DATE: June 14, 2004
Purchase Order No. 555421

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 \$ 16,783,000.00
2. Net change by Change Orders \$ (372,889.78)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 16,410,110.22
4. TOTAL COMPLETED & STORED TO DATE \$ 16,254,307.22
(Column G on G703)
5. RETAINAGE:
 - a. % of Completed Work \$ 812,623.71
(Column D + E on G703)
 - b. % of Stored Material \$ 91.65
(Column F on G703)

Total Retainage (Line 5a + 5b or Total to Column J of G703) \$ 812,715.36
6. TOTAL EARNED LESS RETAINAGE \$ 15,441,591.86
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 15,335,323.91
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 106,267.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 968,518.36
(Line 5 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	132,943.22	510,793.00
Total approved this Month	4,960	0
TOTALS	137,903.22	510,793.00
NET CHANGES by Change Order	372,889.78	

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

CONTRACTOR: Descon Construction, L.P.
By: *[Signature]* Date: March 30, 2007

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this 30th day of March, 2007
Notary Public: *[Signature]*
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.

AMOUNT CERTIFIED

\$ 106,267.95

The amount certified differs from the amount applied for initial payment by \$ 106,267.95 (Application and on the Continuation Sheet that are changed to comply with the amount certified).

The Architect's 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.

Date: 4-3-07





AIA Document G703™ - 1992

Page 2 of 9

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: Twenty One (21)
 APPLICATION DATE: 31-Mar-07
 PERIOD TO: 1-Mar-07
 ARCHITECT'S PROJECT NO: 31-Mar-07
 00-1001

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Insurance & Bonds	\$455,577	\$455,577	\$0	\$0	\$455,577.00	100%	\$0.00	\$22,778.85	
2	Project Start Up	\$32,857	\$32,857	\$0	\$0	\$32,857.00	100%	\$0.00	\$1,642.85	
3	Site Prep	\$14,684	\$14,684	\$0	\$0	\$14,684.00	100%	\$0.00	\$734.20	
4	Building Fill, Cut & Subgrade	\$276,762	\$276,762	\$0	\$0	\$276,762.00	100%	\$0.00	\$13,838.10	
5	Asphalt Paving - Subgrade	\$26,638	\$26,638	\$0	\$0	\$26,638.00	100%	\$0.00	\$1,331.90	
6	8" Caliche Base	\$86,253	\$86,253	\$0	\$0	\$86,253.00	100%	\$0.00	\$4,312.65	
7	4" Caliche Base	\$13,510	\$13,510	\$0	\$0	\$13,510.00	100%	\$0.00	\$675.50	
8	1 1/2" Hotmix	\$95,131	\$95,131	\$0	\$0	\$95,131.00	100%	\$0.00	\$4,756.55	
9	Lime Stabilization	\$60,884	\$60,884	\$0	\$0	\$60,884.00	100%	\$0.00	\$3,044.20	
10	Curb & Gutter	\$38,053	\$38,053	\$0	\$0	\$38,053.00	100%	\$0.00	\$1,902.65	
11	Valley Gutter	\$4,095	\$4,095	\$0	\$0	\$4,095.00	100%	\$0.00	\$204.75	
12	Construction Entrance	\$4,420	\$4,420	\$0	\$0	\$4,420.00	100%	\$0.00	\$221.00	
13	Detention Pond	\$21,530	\$21,530	\$0	\$0	\$21,530.00	100%	\$0.00	\$1,076.50	
14	Final Grading	\$4,250	\$4,250	\$0	\$0	\$4,250.00	100%	\$0.00	\$212.50	
15	Site Utilities (Water & Sewer)	\$443,000	\$443,000	\$0	\$0	\$443,000.00	100%	\$0.00	\$22,150.00	
16	Terrace Control	\$19,023	\$19,023	\$0	\$0	\$19,023.00	100%	\$0.00	\$951.15	
17	Chain Link Fencing	\$345,000	\$210,450	\$80,991	\$0	\$291,441.00	84%	\$53,559.80	\$14,572.05	
18	Landscaping	\$25,550	\$0	\$0	\$0	\$0.00	0%	\$25,550.00	\$0.00	
19	Reinforcing Steel	\$238,712	\$238,712	\$0	\$0	\$238,712.00	100%	\$0.00	\$11,935.60	
20	Foundation	\$750,887	\$750,887	\$0	\$0	\$750,887.00	100%	\$0.00	\$37,544.35	

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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: **Twenty One (21)**
APPLICATION DATE: **31-Mar-07**
PERIOD TO: **1-Mar-07**
ARCHITECT'S PROJECT NO: **31-Mar-07**
00-1001

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATED)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
21	Sidewalks & Misc. Concrete	\$160,866	\$160,866	\$0	\$0	\$160,866.00	100%	\$0.00	\$8,043.30
22	Masonry - Staging	\$154,245	\$154,245	\$0	\$0	\$154,245.00	100%	\$0.00	\$7,712.25
23	CMU - Materials	\$699,670	\$699,670	\$0	\$0	\$699,670.00	100%	\$0.00	\$34,983.50
24	CMU - Labor	\$1,211,637	\$1,211,637	\$0	\$0	\$1,211,637.00	100%	\$0.00	\$60,591.85
25	Brick - Material	\$432,728	\$432,728	\$0	\$0	\$432,728.00	100%	\$0.00	\$21,636.40
26	Brick - Labor	\$386,570	\$386,570	\$0	\$0	\$386,570.00	100%	\$0.00	\$19,328.50
27	Structural Shop Drawings	\$7,384	\$7,384	\$0	\$0	\$7,384.00	100%	\$0.00	\$369.20
28	Structural/Misc. Steel - Matl.	\$516,595	\$516,595	\$0	\$0	\$516,595.00	100%	\$0.00	\$25,829.75
29	Structural - Labor	\$109,590	\$109,590	\$0	\$0	\$109,590.00	100%	\$0.00	\$5,479.50
30	Joist - Material	\$309,772	\$309,772	\$0	\$0	\$309,772.00	100%	\$0.00	\$15,488.60
31	Joist - Labor	\$40,100	\$40,100	\$0	\$0	\$40,100.00	100%	\$0.00	\$2,005.00
32	Metal Deck - Material	\$131,838	\$131,838	\$0	\$0	\$131,838.00	100%	\$0.00	\$6,591.90
33	Metal Deck - Labor	\$41,678	\$41,678	\$0	\$0	\$41,678.00	100%	\$0.00	\$2,083.90
34	Roof Panels & Soffit - Matl.	\$186,980	\$186,980	\$0	\$0	\$186,980.00	100%	\$0.00	\$9,349.00
35	Roof Panels & Soffit - Labor	\$30,782	\$30,782	\$0	\$0	\$30,782.00	100%	\$0.00	\$1,539.10
36	Insulation - Material	\$9,906	\$9,906	\$0	\$0	\$9,906.00	100%	\$0.00	\$485.30
37	Insulation - Labor	\$2,475	\$2,475	\$0	\$0	\$2,475.00	100%	\$0.00	\$123.75
38	Expansion Joint Covers	\$16,920	\$16,920	\$0	\$0	\$16,920.00	100%	\$0.00	\$846.00
39	Rough Carpentry	\$186,544	\$186,544	\$0	\$0	\$186,544.00	100%	\$0.00	\$9,327.20
40	Millwork	\$220,620	\$220,620	\$0	\$0	\$220,620.00	100%	\$0.00	\$11,031.00

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Continuation Sheet

AIA Document G703, 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: **Twenty One (21)**
APPLICATION DATE: **31-Mar-07**
PERIOD TO: **1-Mar-07**
ARCHITECT'S PROJECT NO: **31-Mar-07**
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				
41	Dampproofing	\$55,356	\$55,356	\$0	\$0	\$55,356.00	100%	\$2,767.80
42	Liquid Water Repellent	\$27,720	\$27,720	\$0	\$0	\$27,720.00	100%	\$1,386.00
43	Foam Insulation	\$29,830	\$29,830	\$0	\$0	\$29,830.00	100%	\$1,491.50
44	Spray on Fire Proofing	\$13,980	\$13,980	\$0	\$0	\$13,980.00	100%	\$699.50
45	Bitumen Roofing - Material	\$451,025	\$451,025	\$0	\$0	\$451,025.00	100%	\$22,561.25
46	Bitumen Roofing - Labor	\$157,991	\$157,991	\$0	\$0	\$157,991.00	100%	\$7,899.55
47	Sheet Metal - Material	\$22,700	\$22,700	\$0	\$0	\$22,700.00	100%	\$1,135.00
48	Sheet Metal - Labor	\$41,264	\$41,264	\$0	\$0	\$41,264.00	100%	\$2,063.20
49	Roof Warranty	\$14,750	\$14,750	\$0	\$0	\$14,750.00	100%	\$737.50
50	Caulking	\$61,440	\$61,440	\$0	\$0	\$61,440.00	100%	\$3,072.00
51	H/M Doors & Frames	\$56,535	\$56,535	\$0	\$0	\$56,535.00	100%	\$2,826.75
52	Wood Doors	\$24,488	\$24,488	\$0	\$0	\$24,488.00	100%	\$1,224.40
53	Rolling Doors	\$11,578	\$11,578	\$0	\$0	\$11,578.00	100%	\$578.90
54	Finish Hardware	\$65,896	\$65,896	\$0	\$0	\$65,896.00	100%	\$3,294.80
55	Glass & Glazing	\$20,224	\$20,224	\$0	\$0	\$20,224.00	100%	\$1,011.20
56	Lath & Plaster	\$100,550	\$100,550	\$0	\$0	\$100,550.00	100%	\$5,027.50
57	Drywall - Matl.	\$164,720	\$164,720	\$0	\$0	\$164,720.00	100%	\$8,236.00
58	Drywall - Labor	\$134,770	\$134,770	\$0	\$0	\$134,770.00	100%	\$6,738.50
59	Ceramic Tile	\$159,250	\$159,250	\$0	\$0	\$159,250.00	100%	\$7,962.50
60	Acoustical Ceiling - Material	\$93,696	\$93,696	\$0	\$0	\$93,696.00	100%	\$4,684.80

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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. **Twenty One (21)**
 APPLICATION DATE: **31-Mar-07**
 PERIOD TO: **1-Mar-07**
31-Mar-07
 ARCHITECT'S PROJECT NO. **60-1001**

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	\$62,464	\$0	\$0	\$62,464.00	100%	\$0.00
62	Acoustical Panels	\$23,310	\$23,310	\$0	\$0	\$23,310.00	100%	\$0.00
63	Resilient Tile/Carpet	\$139,290	\$139,290	\$0	\$0	\$139,290.00	100%	\$0.00
64	Seat Concrete Floors	\$21,320	\$21,320	\$0	\$0	\$21,320.00	100%	\$0.00
65	Painting	\$334,220	\$327,536	\$6,684	\$0	\$334,220.00	100%	\$16,711.00
66	Markerboards/Tackboards	\$4,161	\$4,161	\$0	\$0	\$4,161.00	100%	\$0.00
67	Fire Extinguishers	\$4,150	\$4,150	\$0	\$0	\$4,150.00	100%	\$0.00
68	Signage	\$27,206	\$27,206	\$0	\$0	\$27,206.00	100%	\$0.00
69	Flag Pole	\$1,890	\$1,890	\$0	\$0	\$1,890.00	100%	\$0.00
70	Accordion Partition	\$15,650	\$15,650	\$0	\$0	\$15,650.00	100%	\$0.00
71	Toilet Accessories	\$44,734	\$44,734	\$0	\$0	\$44,734.00	100%	\$0.00
72	Toilet Partitions	\$4,150	\$4,150	\$0	\$0	\$4,150.00	100%	\$0.00
73	Athletic Equipment	\$17,156	\$17,156	\$0	\$0	\$17,156.00	100%	\$0.00
74	Food Service Equipment	\$14,600	\$14,600	\$0	\$0	\$14,600.00	100%	\$0.00
75	Operable Book Shelving	\$45,000	\$45,000	\$0	\$0	\$45,000.00	100%	\$0.00
76	Detention Equipment - Insurance	\$15,750	\$15,750	\$0	\$0	\$15,750.00	100%	\$0.00
77	Detention Equipment - Submittal	\$31,500	\$31,500	\$0	\$0	\$31,500.00	100%	\$0.00
78	Secur. Electronic Submittals	\$21,000	\$21,000	\$0	\$0	\$21,000.00	100%	\$0.00
79	Mobilization	\$52,500	\$52,500	\$0	\$0	\$52,500.00	100%	\$0.00
80	Security HM Doors - Matl.	\$423,200	\$423,200	\$0	\$0	\$423,200.00	100%	\$0.00

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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 time items may apply.

Twenty One (21)
APPLICATION NO: 31-Mar-07
APPLICATION DATE: 1-Mar-07
PERIOD TO: 31-Mar-07
ARCHITECT'S PROJECT NO: 08-1001

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				
81	Security HM Doors - Labor	\$26,450	\$26,450	\$0	\$0	\$26,450.00	\$0.00	\$1,322.50
82	Security HM Frames - Matl.	\$470,810	\$470,810	\$0	\$0	\$470,810.00	\$0.00	\$23,540.50
83	Security Hardware - Matl.	\$370,300	\$370,300	\$0	\$0	\$370,300.00	\$0.00	\$18,515.00
84	Security Hardware - Labor	\$21,160	\$21,160	\$0	\$0	\$21,160.00	\$0.00	\$1,058.00
85	Security Glazing - Matl.	\$211,600	\$211,600	\$0	\$0	\$211,600.00	\$0.00	\$10,580.00
86	Security Glazing - Labor	\$21,160	\$21,160	\$0	\$0	\$21,160.00	\$0.00	\$1,058.00
87	Sec. Furn. Embeds - Matl.	\$17,054	\$17,054	\$0	\$0	\$17,054.00	\$0.00	\$862.70
88	Security Furnishings - Matl.	\$31,740	\$31,740	\$0	\$0	\$31,740.00	\$0.00	\$1,587.00
89	Security Furnishings - Labor	\$5,290	\$5,290	\$0	\$0	\$5,290.00	\$0.00	\$264.50
90	Security Electronics - Matl.	\$603,060	\$603,060	\$0	\$0	\$603,060.00	\$0.00	\$30,153.00
91	Security Electronics - Labor	\$42,320	\$42,320	\$0	\$0	\$42,320.00	\$0.00	\$2,116.00
92	Misc. Security - Materials	\$33,856	\$33,856	\$0	\$0	\$33,856.00	\$0.00	\$1,692.80
93	Plumbing - Permit Mobilization	\$9,540	\$9,540	\$0	\$0	\$9,540.00	\$0.00	\$477.00
94	Fixtures - Material	\$352,865	\$351,262	\$1,623	\$0	\$352,885.00	\$0.00	\$17,644.25
95	Fixture - Labor	\$86,945	\$85,589	\$1,356	\$0	\$86,945.00	\$0.00	\$4,347.25
96	Sewer Underground - Matl.	\$49,100	\$49,100	\$0	\$0	\$49,100.00	\$0.00	\$2,455.00
97	Sewer Underground - Labor	\$81,537	\$81,537	\$0	\$0	\$81,537.00	\$0.00	\$4,076.85
98	Sewer Aboveground - Matl.	\$24,072	\$24,072	\$0	\$0	\$24,072.00	\$0.00	\$1,203.60
99	Sewer Aboveground - Labor	\$40,695	\$40,695	\$0	\$0	\$40,695.00	\$0.00	\$2,034.75
100	Roof Drain - Material	\$16,550	\$16,550	\$0	\$0	\$16,550.00	\$0.00	\$827.50

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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: **Twenty One (21)**
APPLICATION DATE: **31-Mar-07**
PERIOD TO: **31-Mar-07**
ARCHITECT'S PROJECT NO: **00-1001**

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D+E)	E THIS PERIOD					
101	Roof Drain - Labor	\$8,837	\$8,837	\$0	\$0	\$8,837.00	100%	\$0.00	\$441.85
102	Inside Water - Material	\$58,311	\$58,311	\$0	\$0	\$58,311.00	100%	\$0.00	\$2,915.55
103	Inside Water - Labor	\$89,916	\$89,916	\$0	\$0	\$89,916.00	100%	\$0.00	\$4,495.80
104	Condensate - Material	\$5,252	\$5,252	\$0	\$0	\$5,252.00	100%	\$0.00	\$262.60
105	Condensate - Labor	\$11,060	\$11,060	\$0	\$0	\$11,060.00	100%	\$0.00	\$553.00
106	Insulation	\$23,265	\$23,265	\$0	\$0	\$23,265.00	100%	\$0.00	\$1,163.25
107	Fire Sprinkler Engineering	\$12,131	\$12,131	\$0	\$0	\$12,131.00	100%	\$0.00	\$606.55
108	Fire Sprinkler Shop Labor	\$9,521	\$9,521	\$0	\$0	\$9,521.00	100%	\$0.00	\$476.05
109	Fire Sprinkler Chem. System	\$31,403	\$31,403	\$0	\$0	\$31,403.00	100%	\$0.00	\$1,570.15
110	Fire Sprinkler Underground	\$24,452	\$24,452	\$0	\$0	\$24,452.00	100%	\$0.00	\$1,222.60
111	Fire Sprinkler Inside Mail	\$139,696	\$139,696	\$0	\$0	\$139,696.00	100%	\$0.00	\$6,984.80
112	Fire Sprinkler Inside Labor	\$44,487	\$44,487	\$0	\$0	\$44,487.00	100%	\$0.00	\$2,224.35
113	HVAC Mobilization	\$10,800	\$10,800	\$0	\$0	\$10,800.00	100%	\$0.00	\$540.00
114	HVAC Submittals	\$5,400	\$5,400	\$0	\$0	\$5,400.00	100%	\$0.00	\$270.00
115	HVAC Equipment - Materials	\$231,036	\$231,036	\$0	\$0	\$231,036.00	100%	\$0.00	\$11,551.80
116	HVAC Equipment - Labor	\$22,280	\$22,280	\$0	\$0	\$22,280.00	100%	\$0.00	\$1,114.00
117	Duct Heaters - Material	\$5,940	\$5,940	\$0	\$0	\$5,940.00	100%	\$0.00	\$297.00
118	Duct Heaters - Labor	\$1,288	\$1,288	\$0	\$0	\$1,288.00	100%	\$0.00	\$64.40
119	Controls	\$76,810	\$76,810	\$0	\$0	\$76,810.00	100%	\$0.00	\$3,840.50
120	Refrigerant Piping - Mail	\$4,468	\$4,468	\$0	\$0	\$4,468.00	100%	\$0.00	\$223.40

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Continuation Sheet

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APPLICATION NO: TWENTY ONE (21)
APPLICATION DATE: 31-Mar-07
PERIOD TO: 1-Mar-07
ARCHITECT'S PROJECT NO: 31-Mar-07
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 RETAINERAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + F)	THIS PERIOD				
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/Modif.	\$14,907	\$14,907	\$0	\$0	\$14,907.00	\$0.00	\$745.35
133	Fixtures/Lamps - Material	\$394,752	\$393,961	\$430	\$361	\$394,752.00	\$0.00	\$19,737.60
134	Fixtures/Lamps - Labor	\$30,767	\$29,656	\$515	\$0	\$30,171.00	\$596.00	\$1,508.55
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 - Mail	\$226,747	\$225,355	\$798	\$594	\$226,747.00	\$0.00	\$11,337.35
138	Branch Conduit/Wire - Labor	\$336,620	\$333,820	\$1,350	\$0	\$335,170.00	\$1,450.00	\$16,758.50
139	Feeder Conduit/Wire - Mail	\$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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Page • 6 of 16

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: Twenty One (21)
 APPLICATION DATE: 31-Mar-07
 PERIOD TO: 1-Mar-07
 ARCHITECT'S PROJECT NO: 31-Mar-07
 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+F+E)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
141	Trim Out - Material	\$8,348	\$5,242	\$2,228	\$878	\$8,348.00	100%	\$417.40
142	Trim Out - Labor	\$14,259	\$8,679	\$4,080	\$0	\$12,759.00	89%	\$637.95
143	Generator	\$99,958	\$98,668	\$800	\$0	\$99,468.00	99%	\$4,973.40
144	Fire Alarm	\$124,850	\$123,050	\$1,345	\$0	\$124,395.00	99%	\$6,219.75
145	Temporary Power & Permits	\$15,950	\$15,950	\$0	\$0	\$15,950.00	100%	\$797.50
146	Betterment Allowance	\$100,000	\$98,673	\$0	\$0	\$98,673.00	99%	\$4,933.65
147	HVAC Allowance	\$12,000	\$12,000	\$0	\$0	\$12,000.00	100%	\$800.00
148	Plumbing Contingency	\$12,000	\$12,000	\$0	\$0	\$12,000.00	100%	\$800.00
149	Electrical Contingency	\$30,000	\$30,000	\$0	\$0	\$30,000.00	100%	\$1,500.00
150	Structural Contingency	\$30,000	\$9,874	\$0	\$0	\$9,874.00	33%	\$483.79
151	Lawn Sprinkler Allowance	\$50,000	\$30,000	\$9,780	\$0	\$39,780.00	80%	\$1,989.00
152	Change Order No. 1	(\$405,134)	(\$405,134)	\$0	\$0	(\$405,134.00)	100%	(\$20,256.79)
153	Change Order No. 2	(\$105,659)	(\$105,659)	\$0	\$0	(\$105,659.00)	100%	(\$5,282.95)
154	Change Order No. 3	\$132,943.22	\$132,943.22	\$0.00	\$0	\$132,943.22	100%	\$6,667.16
155	Change Order No. 4	\$4,960	\$0	\$4,960	\$0	\$4,960.00	100%	\$241.00
		\$16,410,110.22	\$16,135,534.22	\$116,940.00	\$1,833	\$16,254,307.22	99%	\$812,713.36

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V.A. Architecture

REQUEST FOR PAYMENT NO: Forty-One

Project Name: County of Hidalgo
Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Juvenile Justice Center 96+6 Beds
Architectural Firm: V-A Architecture
Address: 2029 Industrial Drive
McAllen, Texas 78504
City/State:

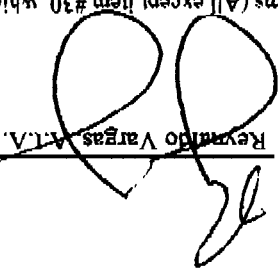
No. 00-1001
#C-05-007-08-02
Purchase Order # 540311

Project Contract Amount	\$ 16,472,943.22	Rate:	6.5%	Amt.	\$1,070,741.31
	Minus Change Order Deduct #1&2 Construction Administration Phase Fee (A/E)				
	Maximum Contract Amount				

Scope of Services					
Estimated	% Completed	Total Due	Less Prev. Payments	Amount Due This Request	
Schematic Design					
15%	100%	\$ 160,611.20	\$ 160,611.20	\$ (0.00)	A/E Fee
20%	100%	\$ 214,148.26	\$ 214,148.26	\$ 0.00	Design Development
Construction Doc. Phase					
A/E Fee	40%	\$ 428,296.52	\$ 428,296.52	\$ 0.00	
Bidding Phase					
A/E Fee	5%	\$ 53,537.07	\$ 53,537.07	\$ (0.00)	
Orig. Construction Adm. A/E Fee: 20%					
\$ 214,148.26					
Minus (C) Deduct #1&2 Constr. Adm. Fee (A/E)					
\$ (5,879.82)					
\$ 208,268.44	99%	\$ 206,185.76		\$ 2,082.69	New Construction Adm. Fee
Reimbursables					
\$ 0.00	0%	\$ 0.00	\$ 0.00	\$ 0.00	
\$ 1,064,861.49		\$ 1,062,778.81	\$ 1,060,696.12	\$ 2,082.69	TOTALS
Total Amount This Request					\$ 2,082.69

I certify that the above is true and correct to the best of my knowledge.

VA Architecture
Architect
Date
April 3, 2007


Remando Vargas A.C.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

¹ Change Order Deduct No. 1 in the amount of \$405,134.00 contained \$346,634.00 of Architectural Items (All except Item #30, which was Civil Eng.) that were designed but not built. Therefore, \$346,634.00 x 6.5% (A/E Rate) x 20% (Construction Adm. Phase Only) which equals (\$4,505.24), is being deleted from the Construction Administration Fee.

² Change Order Deduct No. 2 in the amount of \$105,659.00 was designed but not built. Therefore, \$105,659.00 x 6.5% (A/E Rate) x 20% (Construction Adm. Phase Only) which equals, (\$1,373.56), is being deleted from the Construction Administration Fee.

³ 6.5% (A/E Rate) of the value of Change Order No. 3 in the amount of \$132,943.22 is being added to the Architectural/Engineering Fee.

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT C702

PAGE ONE OF 5 PAGES

TO (Owner):

Hidalgo County

PROJECT:

Hidalgo Juvenile
DO# 577673

APPLICATION NO: *2*

Distribution to:

PERIOD FROM *01/23/07* TO *02/24/07*
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

ATTENTION:

CONTRACT FOR:

ARCHITECTS
PROJECT NO:

CONTRACTOR'S APPLICATION FOR PAYMENT

Arden Resources, LP CONTRACT DATE: *02/26/07*

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document C703, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$ *2280,000.00*

Net change by Change Orders \$ *-0-*

CONTRACT SUM TO DATE \$ *2280,000.00*

TOTAL COMPLETED & STORED TO DATE \$ *2280,000.00*

(Column C on C703)

RETAINAGE *N/A* % \$ *N/A*

or total in Column I on C703

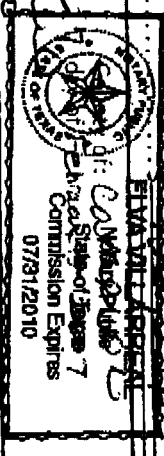
TOTAL EARNED LESS RETAINAGE \$ *2280,000.00*

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ *123,465.69*

CURRENT PAYMENT DUE

State of: *TX*
Subscribed and sworn to before me this

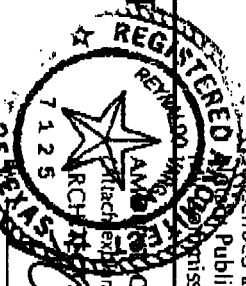
Public: *Elise V. Brown*
Commission expires: *7-31-10*



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

Date: *4-30-07*



CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 2 OF 5 PAGES

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In calculations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO. 2
APPLICATION DATE: 02/26/07
PERIOD TO: 02/24/07
ARCHITECT'S PROJECT NO.:

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E-F)	%	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Walk-In Cooler	31,364.25	-0-	31,364.25	-0-	31,364.25	-0-	-0-	-0-
2	Refrigeration	7,754.80	-0-	7,754.80	-0-	7,754.80	-0-	-0-	-0-
3	Shelving, T-Bar	7,632.56	7,632.56	-0-	-0-	7,632.56	-0-	-0-	-0-
4	Shelving Solid	2,803.12	2,803.12	-0-	-0-	2,803.12	-0-	-0-	-0-
5	Shelving Solid	5,142.47	5,142.47	-0-	-0-	5,142.47	-0-	-0-	-0-
7	Shelf Wall Mounted	436.13	-0-	436.13	-0-	436.13	-0-	-0-	-0-
8	Shelf Wall Mounted	1,234.17	-0-	1,234.17	-0-	1,234.17	-0-	-0-	-0-
9	Universal Rack	1,139.68	1,139.68	-0-	-0-	1,139.68	-0-	-0-	-0-
10	Shelving Unit	662.46	662.46	-0-	-0-	662.46	-0-	-0-	-0-
11	Dispenser	2,963.10	2,963.10	-0-	-0-	2,963.10	-0-	-0-	-0-
11A	Vacuum Breaker	203.76	203.76	-0-	-0-	203.76	-0-	-0-	-0-
12	Pre-Rinse Unit	1,003.51	1,003.51	-0-	-0-	1,003.51	-0-	-0-	-0-
13	Dish Table	4,067.86	-0-	4,067.86	-0-	4,067.86	-0-	-0-	-0-
14	Hot Scrubber	16,005.56	-0-	16,005.56	-0-	16,005.56	-0-	-0-	-0-
16	Shelf	502.45	502.45	-0-	-0-	502.45	-0-	-0-	-0-
18.1	Serving Counter	2442.10	-0-	2442.10	-0-	2442.10	-0-	-0-	-0-

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APPLICATION NO. 2

APPLICATION DATE:

PERIOD TO:

apply:

ARCHITECT'S PROJECT NO.:

C	D	E	F	G	H	I
WORK COMPLETED	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
-	9493.56	-0-	9493.56	-0-	-0-	-0-
-	2442.10	-0-	2442.10	-0-	-0-	-0-
-	9452.56	-0-	9452.56	-0-	-0-	-0-
-	9225.85	-0-	9225.85	-0-	-0-	-0-
-	2442.10	-0-	2442.10	-0-	-0-	-0-
-	7988.92	-0-	7988.92	-0-	-0-	-0-
-	2442.10	-0-	2442.10	-0-	-0-	-0-
-	3292.56	-0-	3292.56	-0-	-0-	-0-
-	721.14	-0-	721.14	-0-	-0-	-0-
-	3055.19	-0-	3055.19	-0-	-0-	-0-
-	-0-	-0-	1633.98	-0-	-0-	-0-
-	13,823.14	-0-	13,823.14	-0-	-0-	-0-
-	16794.10	-0-	16794.10	-0-	-0-	-0-
-	-0-	-0-	3452.31	-0-	-0-	-0-
-	-0-	-0-	445.01	-0-	-0-	-0-
-	2049.51	-0-	2049.51	-0-	-0-	-0-

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G703-1992

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 5 OF 5

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated in the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO.:

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 + S)	THIS PERIOD				
44	Hand Sink	2306. ⁰⁰	2306. ⁰⁰	-0-	-0-	2306. ⁰⁰	-0-	-0-
45	Dunnage Rack	648. ⁰⁶	648. ⁰⁶	-0-	-0-	648. ⁰⁶	-0-	-0-
46	Bon Pan Rack	1273. ⁵²	1273. ⁵²	-0-	-0-	1273. ⁵²	-0-	-0-
47	Block Table	735. ¹⁴	-0-	735. ¹⁴	-0-	735. ¹⁴	-0-	-0-
49	Bekers Scale	852. ⁹⁰	852. ⁹⁰	-0-	-0-	852. ⁹⁰	-0-	-0-
	Totals	280,000. ⁰⁰	123,465. ⁴⁴	156,534. ³¹	-0-	280,000		

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AI-3300

16.A.8.

**Housing for 430th State District Court
CC REGULAR**

Date: 04/10/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Presentation for discussion, consideration and action including, but not limited to, the following options in connection with locating space to house the 430th. State District Court:

A. Pursuant to Texas Local Government Code, Chapter 292.002 (b) authorization and approval of "location designation" of the Hidalgo County Administration Building (100 E. Cano, Edinburg, TX) as a "place" for an Auxiliary Court (from it's current location at the Annex Building, north of the Courthouse so as to permit the housing of the 430th. State District Court);

B. Relocation of the Juvenile Justice Court from its current location of to it's previous location at the Rudy de la Vina Juvenile Detention facility (until occupancy of the new courtroom facilities at the new Mario E. Ramirez, Jr. Juvenile Detention Complex;

C. Other applicable options with action if necessary.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 12:36 PM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 02:38 PM	APRV
3	Dale Kennan	Dale Kennan	04/05/2007 09:11 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Gricelda Villarreal

Started On: 04/03/2007 03:57 PM

Final Approval Date:

AI-3304

16.A.9.

Qualified Sign Language Interpretation Services
CC REGULAR

Date: 04/10/2007

Submitted By: Gricelda Villarreal, 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 negotiated contract (which includes best and final offer) with A Sign Language Company for the provision of sign language interpreting services for Hidalgo County.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [INTERPRETING INFORMATION](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 05:16 PM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 06:07 PM	APRV
3	Auditor's Office			NEW
4	Court Administrator			

Form Started By: Gricelda Villarreal

Started On: 04/03/2007 04:23 PM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Raquel Taylor, Owner
A Sign Language Company

From: Veronica Gomez, Buyer *VG*
Hidalgo County Purchasing Department

Date: October 24, 2006

Re: Contract Negotiation

Via Fax No. 956-888-8465

Pursuant to your proposal for "Qualified Interpreting Services" for Hidalgo County, the Hidalgo County Purchasing Department is asking if this is your best and final offer on your proposed scope of work and services for the mentioned project, If so please sign below and fax back to the Hidalgo County Purchasing Department.

Please indicate below and return via fax 318-2629 by no later than 5:00 p.m., Friday, October 27, 2006.

Best and final offer of the proposed amount of \$ as proposed (No Changes)

Signed:

Date:

[Signature]
10/31/06

RFQ/P
for
HIDALGO COUNTY
"QUALIFIED INTERPRETING SERVICES"
RFQ/P NO.: 06-277-09-27-VGG

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 Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its qualifications/proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification/Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualification/proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications/proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:

Address:

By:

Printed Name:

Title:

A Sign Language Company
2108 E. N. 10th PMB #266

Raquel Taylor
Owner

Exhibit "A"
Qualified Interpreting Services

Request for Qualifications/Proposals

REQUIREMENTS

I. SCOPE OF SERVICES

Hidalgo County will receive sealed qualifications/proposals with a turnkey solution for the provision of sign language interpreting services for a one (1) year period, with the County's sole discretion to extend the contract for an additional one (1) year for deaf or hard of hearing County employees', prisoners, defendants and citizens dealing with the County on a routine or emergency basis.

If, during the life of the contract, the successful proposer's net prices generally available for items awarded are reduced or below the contracted price, it is understood and agreed that the benefits of such reduction be extended to the County.

The intent of this solicitation is to acquire the services of a sign language interpreting firm (Contractor) for all County agencies on an as-needed and emergency basis.

More than one award may be made under this solicitation to assure complete coverage for the County's needs throughout the contract term.

II. DUTIES OF THE CONTRACTOR

The Contractor shall:

1. Provide a means of contacting the Contractor for the required services on a 24-hour basis.
2. Maintain a staff of certified interpreters who will be able to respond to emergency needs 24 hours each day with a 2-hour response time.
3. Maintain such records as may be required by the specialized needs of the various County departments requiring the services.
4. Provide certified interpreting services when requested by authorized personnel for a variety of situations including, by way of illustration and not limitation:
 - A. Personnel Issues
 - B. Law enforcement related matters
 - C. Health and mental health clinic visits
 - D. Social services needs
 - E. Engineering/technical meetings/workshops
 - F. Staff meetings
 - G. Public meetings
5. Work closely with County personnel to ensure full participation by all deaf or hard of hearing persons in the relationships with the County.
6. Maintain adequate interpreting resources to cover all assignments made with advance notice. Bidders shall provide County with all data about their interpreting pool including number of interpreters available, number of certified interpreters, number certified interpreters with legal specialization, and the names of the primary people and their certification level, who will be providing services under this contract.
7. Maintain a schedule of "on call" certified interpreters who will respond promptly to emergency needs 24 hours each day with a 2-hour response time.

8. Guarantee that each interpreter assigned is certified to provide the highest quality of communication for the situation and for the individual(s) being served.
9. Maintain a detailed record regarding each assignment placed against the contract.
10. Work with County representatives on procedure and periodic reviews of the system and its effectiveness.
11. If in any event, a department requires more than two hours of interpreting services, the offeror must provide a second interpreter as a back up and relief.

III. INTERPRETING SERVICES

1. NON-EMERGENCY SERVICES

Requests for guaranteed services will be made by authorized County personnel to the contractor at least 5 business days in advance of the assignment date. Failure by Contractor to honor the promised assignment date for any reason, shall result in the provision of a like period of services for the County at no charge. A pattern of failure to honor scheduled assignments may result in contract termination.

When making requests, authorized County personnel will provide the following information:

- Date, time and expected duration of the assignment.
- Location (street address, room number) of the assignment.
- Name and phone number of an on-site contact person.
- Special information pertinent to the appropriate placement of an interpreter (type of meeting, communication preference of the client).
- Name of deaf or hard of hearing client(s) when possible.
- Number of interpreters required.

When less than five (5) days notice is provided, the Contractor will follow the procedures listed above in so far as practical.

All authorized requests for interpreting services will be faxed to the Contractor, who will confirm receipt of interpreting request by phone or fax.

2. CANCELLATION POLICY

Notification of cancellations made by the County within a two (2) hour minimum notice before the schedule event will be billed by the Contractor at the rate agreed upon during the intake.

3. EMERGENCY SERVICES NETWORK

When an emergency situation arises, the department staff or designated representative will call the Contractor's emergency telephone number, and request the emergency services of a certified on-call interpreter.

The contractor must be able to provide interpreters within two (2) hours of receiving request for emergency services.

4. BASIC INTERPRETING SERVICES

Offerors shall indicate in the proposal their pricing schedule for the various services required. The hourly rates paid to the interpreter shall be on a cost per hour of interpreting services from the time that the interpreter arrives at the scene or the time of the appointment previously scheduled until completion of the interview. No travel or portal to portal rates will be accepted by the County. Pricing for on-site interpreting services shall be based on the schedule in the proposed form enclosed. No more than one interpreter shall be sent in response to a service request unless the use of additional interpreters is pre-approved and ordered by the requesting department.

IV. ADDITIONAL COSTS (IF ANY)

Offerors shall indicate any additional costs required to provide the described services to the County. Such costs may include a flat rate annual fee (retainer) covering all administrative and other costs necessary to provide the services.

V. ADDITIONAL SERVICES AVAILABLE See attached

The offeror shall indicate, as a separate attachment to the proposal, any additional services and their cost which may be available to the County, e.g. real time captioning, sign language instruction. The additional services proposed will not be considered a criterion for award but are requested in the event a contract is established with that offeror and the County desires to take advantage of such additional services.

VI. STAFFING See attached.

The offeror shall provide with its response:

- A. Type(s) of certification held by the interpreters
- B. The extent of training and evaluation of interpreters provided by the Contractor
- C. A discussion on the Contractor's quality control program.

VII. PRICE ADJUSTMENTS

The Contract unit prices will remain firm for one (1) year with Hidalgo County's sole discretion to extend the contract for an additional one (1) year.

VIII. PAYMENT PROCEDURES

The Contractor will prepare a detailed invoice for services rendered. This billing will be submitted on the basis of interpreting costs plus any additional services provided during any given month. Emergency calls under this network will be included on the detailed invoices submitted to the County Department.

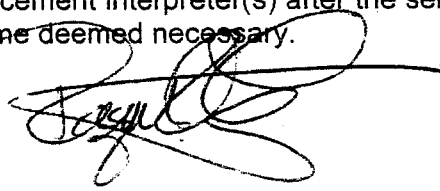
IX. EVALUATION

The Contract and a representative of the County will meet to evaluate, every four (4) months of the Contract Term, the extent to which the Contractor is satisfying the interpreting needs of the County Departments.

QUALIFICATIONS

The proposer must have the following qualifications but not limited to the following:

- A. Be regularly engaged in the sign language interpreting business.
- B. Have available under direct supervision and employment, the necessary organization and facilities to properly fulfill the services required in a timely manner.
- C. Have available certified interpreters with the minimum of two years experience in sign language interpretation for the hearing impaired.
- D. Provide certified interpreters to perform sign language interpretation fluently. Hidalgo County reserves the option to request replacement interpreter(s) after the service period has begun if necessary; and at any other time deemed necessary.

yes! 

A. STAFFING AND CERTIFICATIONS

RAQUEL TAYLOR	BEI LEVEL III, RID CI/CT, BEI COURT CERTIFIED
JOHN CANTERGIANI	BEI LEVEL III, RID CI/CT, BEI COURT CERTIFIED
CAROL LINAN	BEI LEVEL III, BEI COURT CERTIFIED
ROSEMARY LINAN	BEI LEVEL III
MARLA MARTINEZ	BEI LEVEL II
DIANA FRASER	BEI LEVEL I
MAJORIE MORENO	BEI LEVEL I
ERIC JUAREZ	BEI LEVEL I
HECTOR MARQUEZ	BEI LEVEL I
MARIA D. ROBLES	BEI LEVEL I
BOBBY LINAN	BEI LEVEL I

B. EXTENT OF TRAINING

The contractor evaluates each interpreter upon hiring to assure that their skills are up to date. The contractor also provides training for interpreters at least once a year to increase their skills.

C. The contractor has a quality control program that insures that the interpreters sent are indeed certified with the State of Texas by having current copies of certifications of each interpreter. Each interpreter is required by the State of Texas to continue their education each year in order to be certified with the State of Texas

EXHIBIT B

**HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS & PROPOSALS-
QUALIFIED INTERPRETING SERVICES**

SELECTION CRITERIA

**QUALIFIED INTERPRETING SERVICES-
HIDALGO COUNTY**

RFQ/P NO. 06-277-09-27-VGG

QUALIFIED INTERPRETING SERVICES
HIDALGO COUNTY
RFQ/P NO 06-277-09-27-VGG

PROPOSAL

1. **HOURLY RATES- NON-EMERGENCY SERVICES**

UNIT PRICES SHALL INCLUDE ALL COSTS ASSOCIATED WITH THE PROVISION OF ALL SERVICES, INCLUDING ADMINISTRATIVE FEES, IF ANY, AND LOCAL TRAVEL RELATED COSTS.

All Morning Rate:	\$	See attached
All Afternoon Rate:	\$	11
General Assignment (up to 2 hours	\$	11 /Hr.
Additional Hours	\$	11
Evening & Weekend Hours	\$	11
Legal Assignments (up to 2 hours)	\$	11 /Hr.
Additional Hours	\$	11
Evening & Weekend Hours	\$	11
Video Assignments (up to 2 hours)	\$	11 /Hr.
Additional Hours	\$	11
Computer Assisted Note Taking Assignments (up to 2 hours if available)	\$	11 /Hr.
Additional Hours	\$	11
Additional Hourly Premium For Overtime (Assignment in Excess of 8 Hours)	\$	11 /Hr.
(Payment will be calculated on the next half hour)		

2. **HOURLY RATES, EMERGENCY SERVICES**

UNIT PRICES SHALL INCLUDE ALL COSTS ASSOCIATED WITH THE PROVISION OF ALL SERVICES, INCLUDING ADMINISTRATIVE FEES, IF ANY, AND LOCAL TRAVEL-RELATED COSTS.

LEAD TIME FEES

0-2 Hours (Service provided within two hours of request)	\$	See attached /Hr.
Over 2 Hours	\$	11 /Hr.
2-24 Hours	\$	11 /Hr.

3. **TURNKEY SOLUTION**

Turnkey Solution Auxiliary Aid Equipment Proposal	\$	
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QUALIFIED INTERPRETING SERVICES
HIDALGO COUNTY
RFQ/P NO 06-277-09-27-VGG

PROPOSAL CON'T.

1. **ADDITIONAL COSTS APPLYING TO THE CONTRACT**

Indicate on a separate attachment all additional costs. If a flat rate annual retainer is to be charged in addition to the hourly rates of service provided, indicate the annual charge.

2. **NON-EMERGENCY SERVICE** SEE ATTACHED

Indicate rates for non-emergency service with less than five day lead time:

Per Hour (Non-Emergency Service) \$ _____

5. **ADDITIONAL SERVICES**

Attach a list of additional services available from the firm and their costs such as real time captioning and sign language instruction.

SEE ATTACHED

6. **REFERENCES**

Provide references where similar services have been provided by the firm. SEE ATTACHED

7. **NUMBER OF INTERPRETERS AVAILABLE FOR CONTACT:** SEE ATTACHED

- A. Attach data about the interpreting pool, including number of interpreters available; number of certified interpreters; number of certified interpreters with legal specialization; names of primary people, and their certification level, who will be providing service; and any procedure used by the Contractor to train and evaluate interpreters.
- B. Describe a plan for working with County Personnel to ensure a working relationship aimed at full participation by all deaf or hard of hearing persons in their relationships with the County.
- C. Describe the Contractor's quality control system and how the Contractor will work with the County Representatives on procedures and periodic reviews of the interpreting program and its overall effectiveness.

8. **ADDITIONAL INFORMATION**

Offerors are encouraged to include additional information as attachments which would enable the County to fully evaluate the history and reputation of the firm.

9. **ATTACH A LIST OF ALL EXCEPTIONS TAKEN TO THIS RFQ/P.**

More than a 5 day notice

1. HOURLY RATES NON-EMERGENCY SERVICES

All Morning Rates:

8:00a.m. – 12:00p.m.

Level I \$100.00 flat fee
Level II \$125.00 flat fee
Level III \$160.00 flat fee
RID \$190.00 flat fee

All Afternoon Rates:

1:00 p.m. – 5:00p.m.

Level I \$100.00 flat fee
Level II \$125.00 flat fee
Level III \$160.00 flat fee
RID \$190.00 flat fee

General Assignments (up to 2 hours)

Level I \$65.00 flat fee
Level II \$85.00 flat fee
Level III \$105.00 flat fee
RID \$120.00 flat fee

Additional Hours for General Assignments

Level I \$25.00 flat fee
Level II \$30.00 flat fee
Level III \$35.00 flat fee
RID \$40.00 flat fee

Evening and Weekend Hours Two Hour Minimum Charge

Level I \$40.00 flat fee
Level II \$50.00 flat fee
Level III \$60.00 flat fee
RID \$70.00 flat fee

Legal Assignments (up to 2 hours)

Court Certified \$195.00 flat fee

Additional Hours (Legal)

Court Certified \$65.00 per hour

Evening and Weekend Hours

Court Certified \$90.00 per hour

Video Assignments

Court Certified \$195.00 flat fee

Additional Hours (Video)

Court Certified \$65.00 per hour

Computer Assisted Note-Taking Assignments (up to 2 hours if available)

\$70.00 flat fee

Additional Charges ER

Additional Hours (CANTA) \$30.00 per hour

Additional Hourly Premium for Overtime \$10.00 per hour on all levels

2. RATES EMERGENCY SERVICES

All rates will be as stated above in the "Rates - Non Emergency" section with the following costs associated costs associated based on the amount of lead time.

Lead Time Fees

0-2 Hours

Level I \$28.00 additional charge

Level II \$34.00 additional charge

Level III \$40.00 additional charge

RID \$50.00 additional charge

Court Certified for Legal Assignments \$50.00 additional charge

Over 2 Hours

Level I \$25.00 additional charge

Level II \$30.00 additional charge

Level III \$35.00 additional charge

RID \$40.00 additional charge

Court Certified for Legal Assignments \$50.00 additional charge

2 - 24 Hours

Level I \$20.00 additional charge

Level II \$25.00 additional charge

Level III \$30.00 additional charge

RID \$35.00 additional charge

Court Certified for Legal Assignments \$50.00 additional charge

LESS THAN A 5 DAY NOTICE

3. NON-EMERGENCY SERVICE

Rates for non-emergency services with less than five-day lead time

All Morning Rates:

8:00 a.m. – 12:00 p.m.

Level I \$115.00 flat fee
Level II \$135.00 flat fee
Level III \$175.00 flat fee
RID \$220.00 flat fee

All Afternoon Rates:

1:00p.m. – 5:00p.m.

Level I \$115.00 flat fee
Level II \$135.00 flat fee
Level III \$175.00 flat fee
RID \$220.00 flat fee

General Assignments (up to 2 hours)

Level I \$75.00 flat fee
Level II \$100.00 flat fee
Level III \$120.00 flat fee
RID \$140.00 flat fee

Additional Hours for General Assignments

Level I \$25.00 per hour
Level II \$30.00 per hour
Level III \$35.00 per hour
RID \$40.00 per hour

Evening and Weekend Hours

Two hour minimum charge

Level I \$40.00 per hour
Level II \$50.00 per hour
Level III \$60.00 per hour
RID \$70.00 per hour

Legal Assignments (up to 2 hours)

Court Certified \$225.00 flat fee

Additional Hours (Legal)

Court Certified \$90.00 per hour

Evening and Weekend Hours

Court Certified \$90.00 per hour

Video Assignments

Court Certified \$225.00 flat fee

Additional Hours (Video)

Court Certified \$90.00 per hour

Computer Assisted Note-Taking Assignments (up to 2 hours if available)

\$90.00 flat fee

Additional Hours (CANTA)

\$45.00 per hour

Additional Hourly Premium for overtime

\$10.00 per hour on all levels

5. ADDITIONAL SERVICES AVAILABLE

Real-time Captioning \$130.00 per hour two hour minimum

Sign Language Classes \$30.00 per hour

ADA Training /Awareness (groups of 5 or more) one hour trainings
\$150.00

Auxiliary Aids training and demos Free for one hour training

ADA Consultation on Deaf and Hard of Hearing issues One hour training
\$150.00

A. STAFFING AND CERTIFICATIONS

A SIGN LANGUAGE COMPANY has a pool of 3 full time court certified interpreters and one part-time court certified interpreter. We have four level 3 interpreters, one level 2 interpreter and six level 1 interpreters that work for us. In addition we have about 7 non-certified interpreters in our pool that we cannot use with Hidalgo county due to no certification.

RAQUEL TAYLOR	BEI LEVEL III, RID CI/CT, BEI COURT CERTIFIED
JOHN CANTERGIANI	BEI LEVEL III, RID CI/CT, BEI COURT CERTIFIED
CAROL LINAN	BEI LEVEL III, BEI COURT CERTIFIED
ROSEMARY LINAN	BEI LEVEL III
MARLA MARTINEZ	BEI LEVEL II
DIANA FRASER	BEI LEVEL I
MAJORIE MORENO	BEI LEVEL I
ERIC JUAREZ	BEI LEVEL I
HECTOR MARQUEZ	BEI LEVEL I
MARIA D. ROBLES	BEI LEVEL I
BOBBY LINAN	BEI LEVEL I

The contractor evaluates each interpreter upon hiring to assure that their skills are up to date. The contractor also provides training for interpreters at least once a year to increase their skills.

B. A SIGN LANGUAGE COMPANY would like to provide signs that deaf and hard of hearing people can see and the different offices in Hidalgo county can post in the front lobbies for them to see that an interpreter is available if requested. These signs have been provided to Hidalgo county in the past and have worked well to show that the county is willing to provide the interpreter when necessary.

C. The contractor has a quality control program that insures that the interpreters sent are indeed certified with the State of Texas by having current copies of certifications of each interpreter. Each interpreter is required by the State of Texas to continue their education each year in order to be certified with the State of Texas.

The county representative is welcome to speak to our interpreter coordinator Rudy Cordova at 956-668-8233 about any concerns dealing with the interpreters and their professionalism or for periodic reviews of the interpreting program. If issues are not resolved to the counties satisfaction, the county representative may also speak to Raquel Taylor, owner and manager of A Sign Language Company.

Department of Assistive and Rehabilitative Services
Office for Deaf and Hard of Hearing Services

TEXAS BOARD FOR EVALUATION OF INTERPRETERS

Hector M. Marquez

is certified as a

LEVEL I INTERPRETER

Certification number: 75620904

Date Issued: 09/02/2004

Annual Maintenance due: 10/31/2006

Recertification due: 09/30/2009



Department of Assistive and Rehabilitative Services
Office for Deaf and Hard of Hearing Services

TEXAS BOARD FOR EVALUATION OF INTERPRETERS

Maria D. Robles

is certified as a

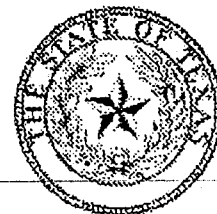
LEVEL I INTERPRETER

Certification number: 14620206

Date Awarded: 02/21/2006

Annual Maintenance due: 10/31/2007

Recertification due: 02/28/2011



Department of Assistive and Rehabilitative Services
Office for Deaf and Hard of Hearing Services

TEXAS BOARD FOR EVALUATION OF INTERPRETERS

Carol Linan

is certified as a

COURT INTERPRETER

Certification number: 33910102
Date issued: 01/01/2002
Annual Maintenance due: 01/31/2007
Recertification due: 01/31/2007



Department of Assistive and Rehabilitative Services
Office for Deaf and Hard of Hearing Services

TEXAS BOARD FOR EVALUATION OF INTERPRETERS

Robert E. Linan

is certified as a

LEVEL I INTERPRETER

Certification number: 43080704
Date issued: 07/12/2004
Annual Maintenance due: 10/31/2006
Recertification due: 07/31/2009



Department of Assistive and Rehabilitative Services
Office for Deaf and Hard of Hearing Services

TEXAS BOARD FOR EVALUATION OF INTERPRETERS

Eric A. Juarez

is certified as a

LEVEL I INTERPRETER

Certification number: 813506980603

Date Issued: 06/30/2003

Annual Maintenance due: 10/31/2006

Recertification due: 06/30/2008



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

4/3/2007

PRODUCER Accurate Insurance Partners 2721 Fountain Plaza Suite A Edinburg, TX 78539 956-618-9966		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED A Sign Language Interpreters, LLC dba A Sign Language Company 2708 N 10th St Ste C PMB 266 McAllen, TX 78502 (956) 668-8233		INSURERS AFFORDING COVERAGE INSURER A: COLONY INSURANCE COMPANY INSURER B: SAFECO INSURANCE INSURER C: Texas Mutual INSURER D: COLONY INSURANCE COMPANY INSURER E:	NAIC#

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	INSRD	GENERAL LIABILITY	AP509989	03/30/07	03/30/08	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		☒ CLAIMSMADE ☐ OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COMP/OP AGG \$ INCLUDED
						GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC
B	INSRD	AUTOMOBILE LIABILITY	04CC20836310	03/30/07	03/30/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		☐ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☒ HIRED AUTOS				
☒ NON-OWNED AUTOS						
	INSRD	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
	INSRD	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		☐ OCCUR ☐ CLAIMSMADE				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
C	INSRD	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP 0001141378	02/20/07	02/20/08	☒ WC STATUTORY LIMITS ☐ OTHER
		E.L. EACH ACCIDENT \$ 500,000				
		E.L. DISEASE - EA EMPLOYEE \$ 500,000				
		E.L. DISEASE - POLICY LIMIT \$ 500,000				
D	INSRD	OTHER	AP509989	03/30/07	03/30/08	EACH OCC \$1,000,000
		PROFESSIONAL LIAB SIGN LANGUAGE TRN				GEN AGG \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

NAMED INSURED'S PROFESSION: SIGN LANGUAGE INTERPRETER

B - AUTO LIABILITY COVERAGE INCLUDES UNINSURED/UNDERINSURED \$1,000,000

CERTIFICATE HOLDER

ADDITIONAL INSURED:

HIDALGO COUNTY
100 E CANO
EDINBURG, TX 78539**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Duane 40V

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-277-11-07

THIS CONTRACT is made and entered into this 11th day of **November, 2006**, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Valley Association for Independent Living, Inc.** a non-profit organization. ("Company")

WHEREAS, Company responded to advertised notices for bids for "**Certified Interpreters to Perform Sign Language Interpretation**" (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" 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 a five (5) month term with the County's option to extent an additional one (1) year term. 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. 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 safety 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 one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

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 require 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 os such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

If to County:

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

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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).

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: _____

AI-3264

16.A.10.

**Auctioneer Services
CC REGULAR**

Date: 04/10/2007

Submitted By: Roli Flores, PURCHASING DEPT.

Submitted For: Roli Flores

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

Requesting authority to advertise and approval of draft specifications as attached hereto for "Auctioneer Services" project. (2007-069-ROL)

BACKGROUND

1. Draft Specifications

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 71100227300000210000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This project consists of equipment that the County or mentioned Departments no longer need. Sales total revenue is returned to us by the Auctioneer and is deposited into the mentioned account. A breakdown account list will be provided to the Auditors Office for the distribution of the revenue to their proper accounts by the Hidalgo County Purchasing Departments Fixed Assest Division.

Attachments

Link: [back up](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 11:35 AM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 02:22 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	04/04/2007 05:04 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Roli Flores

Started On: 04/02/2007 02:08 PM

Final Approval Date:

Exhibit "A"

HIDALGO COUNTY BID SPECIFICATIONS "AUCTIONEER SERVICES"

BID NO.: # 07-069-00-00-ROL

Project Overview:

Hidalgo County is seeking to contract with a qualified vendor to conduct all public auction sales of personal and/or real property called by the Hidalgo County Commissioners Court which require the services of a Licensed Auctioneer, as determined by the Court in its sole discretion on an "AS NEEDED BASIS". Auctioneer shall conduct the public auction sales of personal and/or real property of Hidalgo County including, but not limited to the following:

- 1.) All Hidalgo County departments under general and road and bridge fund;
- 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
- 3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force and DPS;

Note: Agencies shall obtain prior written approval from State and Federal agencies and submit to the Purchasing Department before the sale or disposition of any equipment purchased with funds from State and Federal regardless of cost.

DRAFT

Specifications & Requirements, Terms & Conditions

1. Auctioneer shall be licensed to perform public and private auctions within the State of Texas in accordance with applicable Texas laws & regulations. A copy of the bidders Auctioneer License and Texas Vehicle Dealers "P" number must be submitted along with the bid.
(A listing & copies of all Licenses currently held shall be provided along with bid).
2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. Hidalgo County will require documentation (vendor invoice & customer receipt copies) on additional charges to buyers (at buyer's' option) for batteries, locksmith services, etc.
3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid.
4. Auctioneer will maintain through out the contract term, all insurances and its limits for **Automobile, General, & Worker's Compensation Insurance**. (Refer to Exhibit "C").
5. Auctioneer will have twenty-four hour security monitoring service at Auctioneer location or wherever auctioneer stores property inclosing but not limited for the following;
 - 1.) All Hidalgo County departments under general and road and bridge fund;
 - 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
 - 3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force and DPS;
6. Auctioneer will be liable for all theft or vandalism of any items which has been accepted for Auction or Storage by awarded Auctioneer.

7. **Auctions sales will be conducted at either option A or B sites with prior notice given to the Auctioneer:**
- | | |
|------------|-----------------------|
| Option A). | Auctioneer's premises |
| Option B). | County-owned sites |
8. In the event auction sales are conducted on other than County-owned or controlled premises, Auctioneer shall indemnify Hidalgo County harmless from any claims or damages arising out of the conduct of the sale.
9. **Statutory Notification:**
The County will publish at its own expense, pursuant to Chapter 263.153, Of the Texas Local Government Code:
"(a) The Commissioner's Court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the County.
(b) The notice must be published on or after the 30th day but before the 10th day before the date of sale".
10. **Promotion of Sale through Auction:**
- A). It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers not defined under Texas other means of advertising).
- B). Auctioneer will provide evidence of such promotion to the County as part of the documentation submitted with proceeds.
11. Services to be provided by the Auctioneer and staff at no expense to the Hidalgo County and all mentioned parties shall include, but not limited to, the following:
- A). Re-keying, detail carwash and gas
- B). Auctioneer will check all items submitted by Hidalgo County and all mentioned parties upon receiving any and all equipment and will submit an inventory status report to the Hidalgo County Fixed Assets Division
- C). Label & set-up of groups or lots of equipment should be individually identified and marked on the inventory list with the group or lot number.
- B). Auctioneer will remove at no charge to the County, all emblems, logos and license plates from County vehicles prior to the auction .
- C). Preparation & submission of a buyer's list.
- D). Preparation and submission of price & item identification.
- E). Receipts and clearing of all auction proceeds must be forwarded to Hidalgo County no later than fifteen (15) working days from the date of the auction.
- F). Auctioneer will handle any disputes that may arise during the auction & may ask for assistance from the Purchasing Department's Fixed Asset Division if required for resolution.
- G). Auctioneer will provide towing service on an "AS NEEDED BASIS" to the County;
- H). Auctioneer must provide a secure fence area of at least 3 (three) acres and an enclosed warehouse (minimum of 1,000 sq.ft.), for storage of vehicles and equipment seized/confiscated by law enforcement agencies of Hidalgo County, or any Cooperative agency of which Hidalgo County is a party of, including, but not limited to, the Hidalgo County HIDTA Task Force, DPS other items which Hidalgo County wishes to store for auction from all other department(s) or entities. Storage area must be open at least eight (8) hours a day and must be available on nights and weekends.
- I). Auctioneer will announce at each auction, prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported must be exported within seventy two (72) hours from date of auction sale.
- J). Auctioneer will video tape all auctions and submit copies to the County.

DRAFT

- K). Auctioneer will be responsible for preparing and completing the Application for Texas Certificate of Title (form 130U). Texas Motor Vehicle Transfer Notification (form VTR0346) and will stamp all titles and label all vehicles that are to be exported "Export Only" on the front back of the title and vehicle windshields for all County vehicles to be auctioned and submit all copies to the Purchasing Department.
- L). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the County upon request.
12. No storage fees will be assessed to the County during and at the end of the contract term for any vehicles returned to defendant(s) ,and/or if the County wishes to use the vehicle after it has been awarded to the extent permitted by the Court(s) in any forfeiture or seizure proceeding.
13. Auctioneer may elect to charge its usual and customary storage, wrecker or impoundment fees, consistent with the fee schedules to the owners of seized property held by the Auctioneer which is awarded to such owner upon final adjudication of the forfeiture or seizure proceeding by any Court.
14. In the event that the Auctioneer can not respond adequately to the needs of the County by reason of meeting the County's auction schedule or any other reason, the Auctioneer shall advise the County in writing within 24 hours of said inability. The County shall have the right to deduct the cost incurred in having to provide said services from the payment to be made to the Auctioneer under the contract and the existing contract will be canceled.
15. Hidalgo County reserves the right to audit the records of the auctioneer related to the sale(s) of all County property at the auction sales.
16. County items will be first priority in all sales, which may include State and Federal funded departments / programs as identified in project overview. Hidalgo County reserves the right to **add/delete** items from the list up to the day of the auction. Hidalgo County reserves the right to video tape any and all auction sales.
17. Hidalgo County reserves the right to view the proposed premises prior to award of bid.

Terms and Conditions:

DRAFT

1. Successful bidder will be awarded a one (1) year term contract with the County's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a contract does not constitute a representation or guarantee by Hidalgo County that any or all public or private auction sales will be conducted by it during the contract term.
2. Hidalgo County reserves the right 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 for the next contract term.
3. Auctioneer, his employees or agents, or any of his associates, shall not have any financial interest, directly or indirectly in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.
4. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which County rejects the price offered at auction.
5. The County may, in its sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by Commissioners Court, if the minimum bid is not met.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 3, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, January 5, 2007 by 5:00 p.m.

AI-3258

16.A.11.

Authority to Advertise for Web Site Services
CC REGULAR

Date: 04/10/2007

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 authority to advertise a Request for Proposals (RFP) for: Web Development Services including approval of requirements/specifications/scope of services as developed and drafted by the IT Department.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

As per Mr. Ranan Ramirez, funding would be through the IT Department. Available balance is \$50,892.05 as of 4/5/07.

Attachments

Link: [Web Site Services](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/05/2007 01:14 PM	APRV
2	Budget & Management	Dina Trevino	04/05/2007 02:15 PM	APRV
3	Dale Kennan	Dale Kennan	04/05/2007 03:43 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Marty Salazar

Started On: 04/02/2007 10:31 AM

Final Approval Date:

REQUEST OF PROPOSALS – WEB SITE REDESIGN

Overview

Hidalgo County is soliciting proposals for the design and development of a new Website. Hidalgo County desires to have a Website that will more effectively provide the citizens of Hidalgo County a robust website that is easy to navigate and find the desired content as well as providing Hidalgo County departments with a secure and easy method of maintaining frequently updated portions of their website via user friendly administration consoles.

Project Description

Overall Objective. Create a site that presents Hidalgo County and associated County Departments and Services in a professional manner. Primary website content will be available in both English (default) and Spanish (user option). The site should be creative and innovative, while at the same time providing a look and Web environment that is appropriate for Hidalgo County.

Additional Information

- Vendor will provide HIDALGO COUNTY with 3 days of professional photography as part of the overall proposal. Photography will be used in the design of the new site and to populate the Media Gallery with Hidalgo County imagery.
- Frequent updates to the site will be completed in-house by the HIDALGO COUNTY via an easy to use Content Management System. Features of the CMS required by the County are defined in greater detail below, in addition to hosting and maintenance requirements
- Current HIDALGO COUNTY Website is located at <http://www.co.hidalgo.tx.us>

Scope of Work: A potential site map is shown later in this document.. With the use of a template, many of the pages would simply require the placement of new information.

Proposal Evaluation

The evaluation of proposals will be performed by the senior staff of the HIDALGO COUNTY. This process will be completed by July 6, 2006. All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further competition. Remaining proposals will then be ranked according to their relative merits as measured against the evaluation criteria set forth below.

The proposals will be evaluated in the following areas:

CRITERIA	Score	Maximum
A. Company's relevant experience in projects of similar type, examples of work. (May require onsite demo).		25
B. Artistic quality and technical effectiveness as well as level of professionalism demonstrated in samples of work.		35
C. Continuity and consistency of theme and design as demonstrated in samples of work and/or proposal		15
D. Cost		25
Total		100

Proposed Website flowchart (preliminary outline only – specific items not required in actual terminology or specific order. Items may be added or deleted as appropriate)

A. Homepage – Below is an overview of content and flow anticipated for the new Hidalgo County website:

1. Brief text overview and easy and clean navigation layout
2. Upcoming Events Calendar – content must be database driven with ability for authorized users to post items for approval – Hidalgo County website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages
3. News and Announcements– content must be database driven with ability for authorized users to post items for approval – Hidalgo County website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages
4. Media Gallery– content must be database driven with ability for authorized users to post items for approval – Hidalgo County website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages
5. **Departments***
6. City Maps
7. The County's Past (History)
8. Heritage/Culture
9. Activities - Shopping - Birding/Nature
10. Travel & Transportation About Hidalgo County
11. Weather, Climate, Population and other facts (important phone numbers, etc.)
12. Links to related sites
13. Search site

B. *Departments

0. Style sheet should allow consistent design elements throughout the website with the ability to modify header and primary elements of each department page to create a unique department identity that still compliments and flows with the primary website theme. Department Page elements – Frequently updated content must be database driven with ability for authorized users to post items for approval – Hidalgo County website Administrator must have ability to authenticate posting of populated items to the Department sub-page, and/or the Hidalgo County homepage. Possible components that Departments may require include but are not limited to:
 - News and Announcements
 - Calendar of Events
 - Photo Gallery
 - Directory
 - File Share
 - Document Upload and posting
 - Employment postings

Technical Requirements

Website Content Management System must be SSL protected with 2-tier population and authentication ability. Tier 2 may post items to the pre-defined components for their Department. Tier 1 is the site Administrator and must be automatically notified via email when a Department submission has been made and will review to edit, delete or authenticate the Tier 2 submission for publishing to the website. Tier 1 must also have ability to maintain Tier 2 users and passwords as well as authority to determine where authenticated content will ultimately publish within the website.

Please provide Vendor responses to the following technical issues of concern:

- 1) In what language will vendor program the website code and what is your rationale?
- 2) How will the Administration Console function for the frequently updated portions of the website? Please provide screenshots of the CMS system that will be utilized.
- 3) What other projects have you completed that utilize Content Management Systems of multiple tiers?
- 4) How will additional services be provided by vendor, including feature requests, updates and maintenance that are not possible via CMS?
- 5) What type of training, support and documentation will be provided by vendor for the authorized CMS users?
- 6) Is your Data center staffed 24/7 and do they provide proactive monitoring?
- 7) What connections and redundancy are in place for your outbound links? Who provides them and what speed?
- 8) What is your router hardware and maker?
- 9) What security practices have been implemented for your servers and at your facility? Do you use third party security auditors?
- 10) Is the server and facility equipped with redundant network equipments, power grid and storage devices?
- 11) Will we be hosted on a shared or dedicated server? Do we have separate servers for web, email, dns, and databases?

AI-3255
CLAIMS
CC REGULAR

16.A.12.

Date: 04/10/2007
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Item

CAPTION

Presentation for discussion, consideration, , acceptance and approval of claims/invoices with authority for auditor to issue payment for the items detailed in "Exhibit A" as attached hereto:

A. Adult Probation for Valley Association for Independent Living for interpreting services needed for deaf-mute defendants in the amount of \$36.00 for Invoice # 1268.

BACKGROUND

1. There is no current contract for interpreters, and services were rendered without a Purchase Order.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1297-423-00-320-002-7-339

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available balance is \$14,462.69 as of 4/5/07.

Attachments

Link: [ADULT PROBATION CLAIM](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/05/2007 02:14 PM	APRV
2	Dale Kennan	Dale Kennan	04/05/2007 02:54 PM	APRV
3	Purchasing Department	Marty Salazar	04/05/2007 02:55 PM	APRV
4	Auditor's Office	Janie Lozano	04/09/2007 08:36 AM	APRV
5	Janie Lozano			NEW
6	Court Administrator			

Form Started By: Priscilla Torres

Started On: 04/02/2007 08:22 AM

Final Approval Date:

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)



JOE E. LOPEZ
EXECUTIVE DIRECTOR

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

P.O. BOX 2528
McAllen, Texas 78502

Phone (956) 661-4600
Fax (956) 661-4700

April 3, 2007

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO. 4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

Ms. Martha Salazar
Hidalgo County Purchasing Agent
County of Hidalgo

RE: Account Number
7-1297-423-00-320-002-7-339

Dear Ms. Salazar,

I am submitting a claim for the reason that interpreting services are required for deaf-mute defendants. I am requesting that the following invoice be processed for payment:

Valley Association for Independent Living:
Invoice #1268 for \$36.00

Thank you for your assistance on this matter.

Respectfully submitted,

A handwritten signature in black ink that reads "Joe Lopez".

Joe Lopez, Executive Director
Community Supervision &
Corrections Department
County of Hidalgo

JL:ah

Attachments: Invoices

RECEIVED
APR 03 2007
PURCHASING DEPT.
PR 249

Qty	Description	Rate	Amount
2	Interpreting: 3/5/07, Appointment Time: 9:00 am Interpreter: Anna Garcia Deaf Client: Maria A Garcia Contact Person: Carol Paz	18.00	36.00
7-1297-423-00-320-002-7-339 CH# 987813 INVOICE RECEIVED BY: <u>H. P. [Signature]</u> 3.29.07 GOODS/SERVICES RECEIVED BY: <u>[Signature]</u> <u>All attached</u> HIDALGO CO CSCD - MAR 29 '07			
Thank you for your prompt payment!		Total	\$36.00

(4) ..

CSCD ACCTG * APR 3 '07 AM 8:13

FY 2005
JOB#

2467



INTERPRETER:

Anna C. Garcia

INTERPRETER ASSIGNMENT

Certification Level for This Assignment:

☐ Trainee ☐ BEI Level 1 ☐ Level II ☐ Level III ☐ MSL ☐ Spanish

Date of Request: _____ Person Making Request: _____

Agency: Hidalgo County Adult Probation Phone No.: _____

Contact Person: Carol Paz Phone No.: 661 4600

Appointment Date: 3- -07 Appointment Time: 9:00am

Appointment Type: Appt. Location/Address: 918 E. BUS. 83

McAllen, Tx 78501

Name of Deaf Client/Patient/Student: Maria A. Garcia

Billing Address: _____

I CERTIFY THAT THIS INFORMATION IS TRUE AND CORRECT AND WILL BE KEPT STRICTLY CONFIDENTIAL

Beginning Mileage: _____ Ending Mileage: _____ Total Miles: _____

Travel Time: From McAllen (CITY) To McAllen (CITY) Return McAllen (CITY)

9:08

Actual Time at Appointment: Start: _____ End: _____

FOR AGENCY USE ONLY

Interpreter

Pay Source Representative

Interpreter Coordinator

REQUEST FOR SIGN LANGUAGE INTERPRETER
(Valley Association of Independent Living)

TO: VAIL
3012 N. McCOLL RD.
McALLEN, TEXAS 78502

Ph: 668-8245
Fax: 631-7914

FROM: Hidalgo County CSCD
(Adult Probation)
918 E. Business Hwy 83
McAllen, Texas 78501

Ph: 661-4600
Fax: 661-4700

DATE SERVICES REQUIRED: MARCH 05, 2007 TIME: 9:00 AM

Location: 918 E. Business Hwy 83, McAllen, Texas Room # 63

CSO Name: Carol Paz Direct Ph #: (956) 661-4625

Defendant's Name: MARIA ALEJANDRA GARCIA Cause #: CR0613633A

Carol Paz
CSO Signature

February 20, 2007
Date

RESPONSE FROM VALLEY ASSOCIATION OF INDEPENDENT LIVING

(Check one)

☒ Above date & time for services required has been reviewed and VAIL will send an Interpreter.

☐ We are not able to provide services on above date, please contact our office to schedule a date and time.

Contact Person: Cristina Dominguez

ATTENTION VAIL: Please return form to Probation Officer via Fax at 661-4700

INSTRUCTIONS FOR CSO: Fax this form to VAIL & provide a copy to Adela
Once VAIL'S Interpreter completes service, attach a copy
of the Interpreter's receipt to this form and return to Adela
This will serve as a backup to process payment.

AI-3313
HIDALGO COUNTY
CC REGULAR

16.A.13.

Date: 04/10/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) '.... a professional service' for architectural services in connection with the design and construction by Hidalgo County of "The Mission Kitchen Building" for use by the Hidalgo County HeadStart Program:

B. Authority to negotiate an architectural service contract (AIA B141 Form of Agreement Between Owner and Architect-Parts 1&2) with the no.1 ranked firm _____ for the provision of architectural services to assist Hidalgo County to design and construct "The Mission Kitchen Building" for use by the Hidalgo County HeadStart Program; and, if necessary or applicable,

C. Discussion and action on the drafting of an agreement (i.e. lease or memo. of understanding) between Hidalgo County and the Hidalgo County HeadStart Program detailing the obligations, terms and conditions for the occupancy and use of the Mission Kitchen Facility.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** 7-1336-444-00-220-032-0-452
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is \$500,000.00 as of 4/5/07. Object code may need to be corrected to 720-Buildings (for a new structure) vs. the current 452-Building addition & renovations (for a renovation of a current structure) depending on the finalized plans.

Attachments

Link: [3313](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/05/2007 03:53 PM	APRV
2	Budget & Management	Dina Trevino	04/05/2007 04:07 PM	APRV
3	Dale Kennan	Dale Kennan	04/05/2007 04:26 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Laura Moya

Started On: 04/03/2007 04:46 PM

Final Approval Date:



PURCHASING DEPARTMENT
County Of Hidalgo

HIDALGO COUNTY HEADSTART PROGRAM
FOR
"The Mission Kitchen Building"

GRID

Total Scores & Ranking	Rike Odgen Figueroa	Alcocer Garcia	Negrete Kolar
TOTALS	100	97	96
RANKING			

*RANKING COMPLETED BY HeadStart Program, Oscar Palacios

AI-3305

16.A.14.

**Real Estate Acquisitions
CC REGULAR**

Date: 04/10/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Agenda Item

CAPTION

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

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/05/2007 11:14 AM	APRV
2	Budget & Management	Dina Trevino	04/05/2007 02:16 PM	APRV
3	Dale Kennan	Dale Kennan	04/05/2007 03:44 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Gricelda Villarreal

Started On: 04/03/2007 04:24 PM

Final Approval Date:

AI-3268

16.B.1.

Pct. 1-Invoice No. 11322143-L & G Engineers Inc.-C-06-145-03-06

CC REGULAR

Date: 04/10/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 11322143 in the amount of \$52,067.64 submitted by L & G Consulting Engineers Inc. with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-06-145-03-06 (PO # 569911) for "FM 88 ROW Mile 12 Road North to FM 1925"

BACKGROUND

INVOICE NO. 11322143

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1315-431-00-121-037-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available in PO 569911 is \$395,823.01 as of 4/4/07.

Attachments

Link: Pct. 1-Invoice No. 11322143-L & G Engineers Inc.-C-06-145-03-06

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 11:35 AM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 02:22 PM	APRV
3	Dale Kennan	Dale Kennan	04/04/2007 02:51 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Letty Saenz

Started On: 04/02/2007 03:21 PM

Final Approval Date:

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11322143
INVOICE DATE: 03/31/07

BILL TO: 34

Hidalgo County Pct. #1
 902 Joe Stephens
 Weslaco, TX 78596

JOB: 060801

FM 88 ROW
 c/o County of Hidalgo PCT#1
 1902 Joe Stephens Ave.
 Weslaco, TX 78596

PO# 569911 Contract# C-06-145-03-06

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
ENGINEERING SERVICES FOR THE MONTH OF MARCH 2007.						
05001-Direct Expense	15,380.00	10,919.80	922.80	11,842.60	77.0	3,537.40
16401 Engineer Svc	121,869.00	86,526.99	7,312.14	93,839.13	77.0	28,029.87
60000-Row Acq. Admin	183,000.00	106,872.00	8,601.00	115,473.00	63.1	67,527.00
60100-Title Services	34,200.00	11,491.20	1,915.20	13,406.40	39.2	20,793.60
60200-Appraisal Srv	77,300.00	44,834.00	1,546.00	46,380.00	60.0	30,920.00
60210-Apprsal Srv/Sub	76,600.00	44,428.00	1,532.00	45,960.00	60.0	30,640.00
60300-Appraisal Rvw	37,500.00	21,750.00	750.00	22,500.00	60.0	15,000.00
60310-Apprsal Rvw/Sub	19,500.00	11,310.00	390.00	11,700.00	60.0	7,800.00
60400-Parcel Negtion	199,500.00	55,860.00	25,935.00	81,795.00	41.0	117,705.00
60500-Clsng Srvs Fee	17,100.00	684.00	1,026.00	1,710.00	10.0	15,390.00
60600 Apprsal Update	8,550.00		2,137.50	2,137.50	25.0	6,412.50
TOTALS.	790,499.00	394,675.99	52,067.64	446,743.63	56.5	343,755.37

ORIGINAL CONTRACT SUM \$ 790,499.00
 CHANGE BY CHANGE ORDER \$ 0.00
 CONTRACT SUM TO DATE \$ 790,499.00
 TOTAL COMPLETED TO DATE \$ 446,743.63
 LESS PREVIOUS INVOICES \$ 394,675.99

CURRENT PAYMENT DUE \$ 52,067.64


 PROJECT MANAGER'S SIGNATURE

7-1315-431-00-121-037-0-841
 PO #569911

INVOICE RECEIVED BY NA ON 4/3/07
 GOODS/SERVICES RECEIVED BY NA ON 4/3/07

NA

EXHIBIT "C" ATTACHMENT "C"
WORK SCHEDULE
TITLE, APPRAISAL AND ACQUISITION PROCESS
FM 88

TASK AND DESCRIPTION	2006 - 2007											
	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07
ESTIMATED TOTAL PARCELS = 57												
Project Administration												
Coordination with TXDOT												
Preliminary Administrative & Acquisition Process												
Title Commitments												
Appraisal Reports												
Appraisal Review Reports												
Appraisal Update Reports												
Approved Values by TXDOT												
Acquisition Negotiation Offers												
Title Curative Process												
Title Commitment Updates												
Acquisition Approved by TXDOT												
Payments for Parcels												
L & G Condemnation Support Process												
Eminent Domain Proceedings by County												
Title Insurance Policies - Negotiations/ED												
Consummation of Outstanding Cases												

TXDOT FUNCTION
LAG FUNCTION
HIDALGO COUNTY FUNCTION

FM 88/Mile 12 Rd. North to FM 1925

**EXHIBIT "D"/
ATTACHMENT "D"****FEE SCHEDULE****Payment Schedule for General Engineer Services**

The Engineer will be paid for the work completed as identified on Attachment "B" Services to be Provided by the Engineer and paid for by Hidalgo County on a percent complete basis after the work is reviewed and approved by Hidalgo County Precinct #1.

Payment Schedule for Services Provided by the Acquisition Provider

- 1) Project Administration (includes coordination with County & State)
 - a) Payment
 - i) Full Project Office
 - (1) Lump Sum Basis (percent completed)
 - (2) Initial payment of 20% upon establishment of a project office with functional phone and utility services.
 - (3) Remainder paid out in equal monthly installments, starting the following month and continuing over remainder of project.
 - (4) Monthly billing to Hidalgo County PCT #1 will be required.
 - (5) Condemnation Support Services (Negotiations, Task, and Fees)
- 2) Title Services
 - a) Payment
 - i) Per Parcel basis. (percent completed)
- 3) Appraisal Services
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 4) Appraisal Review
 - a) Payment
 - i) Per Parcel Basis. (percent completed)
- 5) Appraisal Update
 - a) Payment (percent completed)
 - i) Per Parcel Basis

FM 88/Mile 12 Rd. North to FM 1925

- 6) Negotiation Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis
- 7) Closing Service Fees
 - a) Payment (percent completed)
 - i) Per Parcel Basis
- 8) Relocation Fees- (N/A)
- 9) Disposal of Property- (N/A)

L&G ENGINEERING SERVICES

PROFESSIONAL SERVICES		MAINTENANCE		DESIGNER		ADMINISTRATIVE ASSISTANT		TOTAL	
TASK	No. of sheets estimated	Project Manager	ENV Specialist	Senior Engineer	Designer	Assistant	Total		
1 Coordinate with TxDOT and County on Progress of Engineering Project	18 mo2 migs per monthZ	0	216	0	216	0	100	532	
2 Attend P&I Meetings for bi-weekly for project updates	18 mo2 migs per monthZ	0	216	0	216	0	100	532	
3 Refine Cost Estimates, County Participation for Road	18 mo2 migs per monthZ	0	40	0	80	0	120	200	
4 Coordination with City of Elgin	18 mo2 migs per monthZ	0	40	0	40	0	80	160	
5 Review for the proposed correction of the FM 1625 intersection (Proposed Freeway) with the needed ROW for the County to modify or correct for at the upcoming Public Meeting for FM 1625.	18 mo2 migs per monthZ	0	120	0	120	0	360	392	
5 Review the proposed county road interchanges with P&I on designing the county interchanges to provide for the bus turning movements and future county designation of roadways as arterial or collector of the County. Those design part.	18 mo2 migs per monthZ	0	100	0	120	80	300	300	
5 Coordination with Hidalgo County and TxDOT on prioritizing the parcel acquisitions based on the proposed Traffic Control and proposed storm drainage and Signals at the intersection.	18 mo2 migs per monthZ	0	120	0	120	0	240	240	
5 Coordination with Hidalgo County Irrigation District #9	18 mo2 migs per monthZ	0	40	0	40	0	80	80	
6 Coord with County to set up Temp Accounting for payment and reimbursement of funds used to pay parcels and further submit to TxDOT for reimbursement.	18 mo2 migs per monthZ	0	80	0	0	0	80	80	
7 Establish an acceptable process with Present 1 for Coord between Title Co. and County Auditors Office, County Clerk Office and Parcel Reimbursements by TxDOT.	18 mo2 migs per monthZ	0	80	0	0	0	80	80	
8 Coordinate and Review New Subdivision Maps that effect the project.	18 mo2 migs per monthZ	0	0	0	0	0	60	60	
8 Coordinate and Review ROW Map as provided by TxDOT	18 mo2 migs per monthZ	0	0	0	40	0	40	40	
Total Sheet/Labor Hours	0	1862	43.00	592	280	290	2664		
Contract Rates	\$	\$ 50.00	\$ 43.00	\$ 44.00	\$ 33.00	\$ 77.50	\$ 2664		
Direct Salary Cost	\$	\$ 92,800.00	\$ 18,460.00	\$ 12,880.00	\$ 9,240.00	\$ 22,525.00	\$ 156,705.00		
Overhead Multiplier	\$	\$ 173,000%	\$ -	\$ -	\$ 8,580.00	\$ 3,500.00	\$ 106,328.00		
Fixed Fee	\$	\$ 12,500%	\$ 5,675.00	\$ -	\$ 5,665.00	\$ 1,072.50	\$ 12,312.50		
Sub-Total Labor Costs	\$	\$ 69,175.00	\$ -	\$ 49,104.00	\$ 8,632.50	\$ 3,837.50	\$ 124,689.00		

The following is an estimated Man-hour and Piece Unit Cost for completing the subject project's scope of work outlined in Attachment B according to the Attachment D "Fee Schedule" of the contract. The man-hours are estimated and the piece unit costs are based on the T-400T Right-of-Way Map. The work and payment for these services will be accomplished by L&O Engineering and approved and signed by the L&O County Engineer. L&O Engineering will be competing the work on the appropriate schedule provided in Attachment C of this Work Order as approved by Hidalgo County Precinct #1.

RIGHT-OF-WAY ACQUISITION SERVICES

Overall Project	Project Month	Year Began Per Parcel	Year Termination Per Parcel	Appraised Beginning Per Parcel	Appraised Ending Per Parcel (%)	Appraised Price Per Parcel	Closing Balance Per Parcel	Reduction (Reduction) Per Parcel	Reduction (Reduction) Per Parcel	Original Parcel Value
1	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
2	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
3	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
4	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
5	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
6	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
7	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
8	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
9	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
10	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
11	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
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14	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
15	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
16	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
17	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
18	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
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22	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
23	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
24	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
25	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
26	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
27	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
28	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
29	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
30	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
31	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
32	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
33	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
34	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
35	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
36	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
37	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
38	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
39	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
40	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
41	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
42	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
43	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
44	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12
45	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12	12/20/12

RIGHT-OF-WAY ACQUISITION SERVICES

(19) Appraisal Updates based on 33% of total parcels to require an appraisal update

(20) Condominium support services based on 6 parcels going to Enllement Domain Proceedings (80 hrs total/per parcel confemend at \$120/hr)

UNIT	RATE	QTY	TOTAL
EA	\$ 40.00	300	\$ 12,000.00
EA	\$0.345	4500	\$ 1,580.00
IN	\$200.000	0	\$ -
TRPS	\$60.000	0	\$ -
DAYS	\$25.000	0	\$ -
DAY		10000	\$ 2,600.00
EA	\$ 0.20		\$ 15,380.00

\$769,499.00



L&G Engineering

April 01, 2007

Transportation Consultants

Hon. Sylvia S. Handy
Hidalgo County Commissioner, Pct. #1
Attn: Joseph Palacios
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: FM 88-From Mile 12 Rd. North to FM 1925
Work Authorization No. 1

Dear Commissioner Handy:

The attached submittal is our invoice for this Work Authorization for the month of March, 2007. We are attaching Work Order #1 for your reference. The following is attached:

- L & G's Invoice for Engineering and Right and Way Acquisition Services for project administration.
- Project Work Schedule
- Exhibit D Fee Schedule

This work authorization consists of the following tasks, identified as per the Texas Department of Transportation (TxDOT) function codes (FC) for engineering and right-of-way services:

Engineering Services & Direct Expenses: We have completed an overall percentage of 77% for the Engineering Services and Direct Expenses as outlined on the attached EXHIBIT D "Fee Schedule". These services have been closely coordinated with the Pct #1 staff and we have identified a percent complete for each task.

ROW Acquisition Administration: L & G Engineering-Transportation Consulting Engineers Right of Way Office has been set up and business functional at 2100 W. Expressway in Mercedes, Texas 78570 and staffed with a Project Manager, Office Manager, Right of Way Administrator, Right of Way Acquisition Manager, Acquisition Negotiators and an Office Administrative Technician. Our office is presently equipped with functional phones and utility services. We have under contract two State Certified Appraisers to perform the primary appraisal and review process for all parcels of this project. Furthermore, a local reputable title company (Sierra Title Co.) has been contracted to perform all of the title services for the project. They have already provided us with initial title commitments in accordance to TxDOT policy for all the parcels. We now invoice for this task in accordance to Exhibit "D"/Attachment "D" (fee schedule) item 1-Section a-(3) a monthly payment of 4.71% outlined in the attached referred schedule. Contractual Agreement for Right of Way Procurement between State (TxDOT) and the County of Hidalgo was approved by TxDOT's ROW Division in Austin on August 21, 2006. Pharr TxDOT District office has now provided the County with a project release dated September 27, 2006 for Phase I and a secondary release on January 8, 2007 for Phase II of this project. We have now completed 63.13% of this task.

Title Services: L & G Engineering is in receipt of fifty-three (53) initial Title Commitments from Sierra Title Company for this project. We are invoicing 5.6% for this task for the month of February, 2007. We have now completed 39.20% of this task.

Appraisal Services: We have selected the firm of Professional Appraisal Services to perform the primary appraisal reports for the approximate 54 parcels for this project. They have provided L&G Engineering with 32 out of 54 appraisal reports for this project. We have now completed 60% of this task for this project.

Appraisal Services Sub: Professional Appraisal Services has completed and provided L&G Engineering with 32 out of 54 appraisal review reports for this project. We have now completed 60% of this task for this project.

Appraisal Review: We have selected the firm of HLH Appraisal Services to perform the appraisal review for the approximate 54 parcels for this project as per TxDOT policy. They have provided L&G Engineering with 32 out of 54 appraisal review reports for this project. We have now completed 60% of this task for this project.

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Office Fax: (956) 565-9018 • ROW Dept. Fax: (956) 565-9953

Appraisal Review Sub: HLH Appraisal Services has completed and provided L&G with 32 out of the 54 appraisal review reports for this project. We have now completed 60% of this task for this project.

Appraisal Update: To date, we have completed 12 required updates for this project. We are billing for 25% of this task.

Parcel Negotiations: Negotiations for this project have begun and we have presented an additional 7 parcels for this project for a total of 22 offers. We have now completed 41% of this task.

Closing Service Fee: We will conduct all closings as per Title Company and TxDOT requirements. We have now closed 5 out of the 54 parcels. We have completed 10% of this task.

Please contact me or Jacinto Garza, Project Manager at 956-565-9813 should you have any questions or concerns regarding this project.

Sincerely,

L & G Engineering


Ramiro Cantú
ROW Administrator
Attachments

10/11

AI-3302

16.B.2.

Pct. 1 Equipment
CC REGULAR

Date: 04/10/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Gricelda Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Agenda Item

CAPTION

Requesting approval to purchase through Hidalgo County's membership and participation with TASB-Buyboard's awarded vendor Duraco Industries the following items:

- a) One (1) New Truck Mounted Durapatcher for a total amount of \$106,350.00 which includes delivery and six (6) months warranty;
- b) One (1) New 5000 gallon Duraco storage tank for a total amount of \$38,813.00 which includes delivery, set up, warranty and buyboard fees.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 7

ACCT. #: 1336-431-00-121-041-0-741

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As per Noe, line item transfer of funds for approval on next cc meeting of 4-10-07 for durapatcher.

Current available balance of \$52,848.00 and Pending incoming transfer of \$53,502.00 (AI-3327) to give a total pending available balance of \$106,350.00.

FISCAL YEAR: 7

ACCT. #: 1336-431-00-121-041-0-748

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As per Noe, account being created and line item transfer of funds for purchase of 5000 gallon tank on next cc meeting of 4-10-07.

Pending incoming transfer of \$38,813.00 (AI-3327)

Attachments

Link: [patcher](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 12:40 PM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 02:43 PM	APRV
3	Dale Kennan	Dale Kennan	04/05/2007 09:31 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Gricelda Villarreal

Started On: 04/03/2007 04:06 PM

Final Approval Date:

H & V Equipment, Inc.

**P.O. Box 909
Progreso, TX 78579**

February 5, 2007

**HIDALGO COUNTY PCT. #1
1902 Joe Stephens Ave.
Weslaco, Tx., 78596**

Attn: Joseph Palacios / Roman Rodriguez

**H & V EQUIPMENT, INC is pleased to quote the following DURACO truck mounted
DURAPATCHER through DURACO INDUSTRIES and the BUY BOARD. H & V is
DURACO'S Texas Dealer.**

One New Truck Mounted DURAPATCHER as follows:

New Truck Mount DURAPATCHER	\$70,350.00
33,000 GVW low mileage Truck / 6 month	
power train warranty, a/c,	<u>36,000.00</u>
Total Delivered Price	\$106,350.00

**DURACO INDUSTRIES will be glad to handle all of the paper work with the
Buy Board, and take care of all of the paper work when they receive a PO# from The
County. This is the way they handled the last DURA -TANK Pct# 1 purchased.**

Yours truly,

Thad R. Moore
Thad R. Moore

7-1336-431-00-121-041-0-741

H & V Equipment, Inc.**P.O. Box 909
Progreso, TX 78579**

February 2, 2007

**HIDALGO COUNTY PCT. #1
1902 Joe Stephens Ave.
Weslaco Tx., 78596****Attn: Joseph Palacios / Roman Rodriguez**

H & V EQUIPMENT, INC is pleased to quote the following DURACO storage tank through DURACO INDUSTRIES and THE BUY BOARD. The tank is manufactured by DURACO INDUSTRIES, Inc. H & V EQUIPMENT is DURACO'S Texas Dealer. The Buy Board is very familiar with this company.

One new 5,000 gallon insulated oil storage tank. delivered and set up*	\$32,288.00
Freight	3,925.00
PDI / Warranty Reserve / Set Up	<u>2,600.00</u>
Total	\$38,613.00
2% Buy Board Fee	Included
Total Delivered Price (60 days)	\$38,813.00

Thank you for the opportunity to bid this tank, and for the business you have given us in the past. We have parts and service out of our Progreso location.

Yours truly,



Thad R. Moore

David Sitton with DuraPatcher will be contacting you with the Buy Board information. He usually takes care of all of the Buy Board paperwork for the customer once he gets the P.O. Duraco is out of Jackson, Mississippi. His phone number is 601-932-2100. Duraco has factory reps in San Antonio.

* DURACO / H & V will furnish a blueprint to the county for the base or slab. The slab as well as the electrical to be furnished by the county. A crane and welder is also included in the price.

7-1336-431-00-121-041-0-748

AI-3324

16.C.1.

**New Model AP-1000D Wheel Asphalt Paver
CC REGULAR**

Date: 04/10/2007

Submitted By: Juan Tapia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Agenda Item

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal from Holt through Hidalgo County's participation/membership with Buyboard for: One (1) New Model AP- 1000D Wheel Asphalt Paver ..@ ... \$ 316,995.00 (7-170)

BACKGROUND

Meomorandum from Commissioner Hector Palacios
Buyboard proposal from HOLT

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-122-030-0-742

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$627,654.98 as of 4/5/07.

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-124-029-0-742

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$1,060,000.00 as of 4/5/07.

Attachments

Link: [New Model AP-1000D Wheel Asphalt Paver](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 05:23 PM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 06:24 PM	APRV
3	Dale Kennan	Dale Kennan	04/05/2007 10:43 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Juan Tapia

Started On: 04/04/2007 10:05 AM

Final Approval Date:

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

Real

M E M O

TO: Hidalgo County Purchasing Department
Marty Salazar-Purchasing Agent
c/o: Juan Tapia

VIA FAX: 318-2629

FROM: Hidalgo County Precinct #2
Hector "Tito" Palacios

DATE: April 4, 2007

SUBJECT: Proposal for (1) CATERPILLAR INC AP1000D PAVER

Hector Palacios

Please let this memo serve and recommend that we place on Commissioners' Court for approval on 04/10/2007 of a (1) Caterpillar Inc AP1000d Paver for the amount of \$316,995.00.

If you have any questions regarding this matter please do not hesitate to contact me, Thank you.



Austin • Corpus Christi • Dallas • Fort Worth • Irving • Laredo • Longview • San Antonio • Nash •
Tyler • Victoria • Waco • Weslaco

03/14/2007

#G11580365

HIDALGO COUNTY PCT 1 0562550
1902 JOE STEPHENS AVE
WESLACO, TX 78596-3700

Holt Cat would like to thank you for the opportunity to provide this proposal to you. As per your request, we have put together the following information for your review. If you have any questions, or if we may change this proposal in any way to meet your requirements, please give me a call at 956-373-4659.

Thank You,
Gerry S Dreyer
Machine Sales Representative

(1) CATERPILLAR INC AP1000D PAVER

MACHINE SPECIFICATIONS

Machine ID: HLK007013 Serial: SMU: 0

Description

AP-1000D WHEEL ASPHALT PAVER
HITCH, HYDRAULIC TRUCK
BOGIE SYSTEM, STANDARD
DRIVE TIRE, SAND RIB
CONTROL, FEEDER, SONIC
PUMP, DIESEL
GENERATOR
INSTRUCTIONS, ENGLISH
WIRING, ELECTRIC SCREED HEAT
PANEL, POWER SUPPLY, AUX
UMBRELLA, CATERPILLAR
GUIDE, STEERING
VENTILATION SYSTEM
KIT, UPTIME
CONTROL, TSD
CONTROL, TSD SONIC TYPE
10-20B, SPECIAL ARRANGEMENT 2
HOSE, REEL WITH WAND
DOMESTIC TRUCK
INLAND FREIGHT
LINES, SPRAY DOWN

QUOTE GRAND TOTAL	BUYBOARD PRICE	USD \$ 316,995
--------------------------	-----------------------	-----------------------

WARRANTY

Caterpillar Standard New Machine Warranty - 6 Months/Unlimited Hours

Caterpillar Extended Warranty available upon request

F.O.B./TERMS

Delivered to Pct 1

Delivery Date is 18-20 Weeks from Date of Order

**Your Caterpillar dealer from the Red River to the Rio Grande
Call 1-800-275-4658 for the HOLT CAT store nearest you, or visit our website
WWW.HOLTCAT.COM**

AP-1000D
Asphalt Paver

CAT



Cat C7 Engine with ACERT Technology

Gross Power (SAE J1995)	167 kW (224 hp)
Tractor Weight	14 728 kg (32,470 lb)
Standard Paving Width	3.05 m (10')
Hopper Capacity	6.1 m ³ (13.2 tonne)
	215 ft ³ (14.5 ton)

AI-3314

16.D.1.

**PCT. 4 PURCHASE OF A STORAGE TANK THRU BUY BOARD
CC REGULAR**

Date: 04/10/2007

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Agenda Item

CAPTION

Requesting approval to purchase through Hidalgo County's membership and participation with TASB-Buyboard's awarded vendor Duraco Industries One (1) New 5000 gallon storage tank for a total amount of \$38,813.00 which includes delivery, set up, warranty and buyboard fees.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 7

ACCT. #: 7-1204-431-00-124-007-0-748

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$56,836.10 available account balance as of 04/05/2007

Attachments

Link: STORAGE TANK

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/05/2007 02:09 PM	APRV
2	Budget & Management	Dina Trevino	04/05/2007 02:16 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/05/2007 03:20 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Moises Salazar

Started On: 04/03/2007 04:48 PM

Final Approval Date:

H & V Equipment, Inc.

P.O. Box 909

Progreso, TX 78579

October 26, 2006

HIDALGO COUNTY PCT. #4
1102 Doolittle Rd.
Edinburg, Texas 78539

Attn: Oscar L. Garza, Jr.

H & V EQUIPMENT, INC is pleased to quote the following DURACO storage tank through DURACO INDUSTRIES and THE BUY BOARD. The tank is manufactured by DURACO INDUSTRIES, Inc. H & V EQUIPMENT is DURACO'S Texas Dealer. The Buy Board is very familiar with this company.

One new 5,000 gallon insulated oil storage tank. delivered and set up*	\$32,288.00
Freight	3,925.00
PDI / Warranty Reserve / Set Up	2,600.00
Total	\$38,613.00
2% Buy Board Fee	Included
Total Delivered Price (60 days)	\$38,813.00

Thank you for the opportunity to bid this tank, and for the business you have given us in the past. We have parts and service out of our Progreso location.

Yours truly,

Thad R. Moore

David Sitton with DuraPatcher will be contacting you with the Buy Board information. He usually takes care of all of the Buy Board paperwork for the customer once he gets the P.O. Duraco is out of Jackson, Mississippi. His phone number is 601-932-2100. Duraco has reps in San Antonio.

* DURACO / H & V will furnish a blueprint to the county for the base or slab. The slab as well as the electrical to be furnished by the county. A crane and welder is also included in the price.

2007-096

AI-3280

16.E.1.

**Renewal of Lease Space for WIC
CC REGULAR**

Date: 04/10/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: WIC

Agenda Item

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Miguel L. Barboza, Jr. for rental of office space in the City of Alton.

BACKGROUND

Starting date of renewal - May 11, 2007

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1292-441-00-350-001-7-441

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$190,025.51 as of 4/4/07.

Attachments

Link: [Renewal of Lease -WIC](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 11:35 AM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 02:23 PM	APRV
3	Dale Kennan	Dale Kennan	04/04/2007 03:01 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Mary Maldonado

Started On: 04/03/2007 10:46 AM

Final Approval Date:

COUNTY *of* HIDALGO

*Women, Infants and
Children Nutrition Program*

3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

To: Mary Maldonado, Contract Manager
From: Norma L. Longoria, WIC Director *ML*
Date: March 28, 2007
RE: MIQUEL BARBOSA ALTON #2 LEASE
04-115-04-21

I would like to renew the lease under the same terms and conditions for an additional year for the Alton WIC Clinic #2.

WIC ACCT. 7.1292.441.00.350.001.7.441

Should you have any questions please call me at (956) 381-4646.

RECEIVED

MAR 28 2007

PURCHASING DEPT.

TPL 1:28

AI-3301

16.F.1.

**Rescind Award of Proposal from Jamail for Masonary Wall Sign-Pct. 3
CC REGULAR**

Date: 04/10/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Presentation for discussion, consideration and action to rescind award of proposal from Jamail Construction (AJOC) area job order contractor awarded vendor through Hidalgo County's membership and participation with TASB Buyboard for the Masonary Wall (sign) w/Architectoral lettering for Pct. 3 Multi-Purpose Complex as previously approved by Commissioners Court meeting of April 3, 2007.in the amount of \$44,903.47.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 12:37 PM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 02:39 PM	APRV
3	Dale Kennan	Dale Kennan	04/05/2007 09:13 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Gricelda Villarreal

Started On: 04/03/2007 04:01 PM

Final Approval Date:

AI-3263

16.F.2.

398th. State District Court-Current Renovations
CC REGULAR

Date: 04/10/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Buildings & Grounds

Agenda Item

CAPTION

Presentation for discussion, consideration, and action in connection with the on-going renovations at the 398th State District Court including, but not limited to, the following:

A. Proposed Change Order #1: To renovate the 206th. jury room (by installing new cabinet with sink and electrical outlet-with exact feature directly opposite and adjacent to the 398th. jury room) inasmuch as both jury rooms will be sharing one ADA renovated bathroom constructed from the original two (2) bathrooms in an amount not to exceed \$6,791.25;

B. Proposed Construction Change Directive #1, with an amount of \$21,999.34, to install miscellaneous additional items as requested/required by the 398th. Construction Change Directive #1 will be funded from all contingency and improvements allowances with no impact to original contract amount.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1334-412-40-220-010-0-452

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Item A requires funding and Item B will be funded from within the original contract award.

Funding for Item A is pending the approval of appropriation (AI-3341) in the amount of \$7,000.00.

Attachments

Link: [3263](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 05:31 PM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 06:06 PM	APRV
3	Dale Kennan	Dale Kennan	04/05/2007 08:58 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Marty Salazar

Started On: 04/02/2007 01:30 PM

Final Approval Date:

RIGNEY CONSTRUCTION & DEVELOPMENT LLC

3201 State Highway 107, McAllen, TX 78504

(Phone) 956-638-6421

(Fax) 956-381-6916

CONTRACT CHANGE ORDER**Project Name:** 398th District Court - Remodel**Owner:** County of Hidalgo
100 E. Cano 4th Floor
Edinburg, TX 78539
(Phone) (956) 618-2007 (Fax) (956) 618-2008**Date:** 03/07/07**Change Order No.:** 001**Contractor Project No.:** 07.200**Architect Project No.:**

Quote No.	Change Order Description	Amount
	Plumbing for Additional Sink @ 206 Jury Room	\$775.00
	Millwork for Additional sink @ Jury Room.	\$803.00
	Additional Electrical for GFI @ Jury Room.	\$475.00
	Additional Staining for Millwork.	\$475.00
	Additional Tape, Float, Texture & Paint @ walls.	\$905.00
	Additional Metal Framing for walls @ Jury Room.	\$625.00
	Demo Existing Walls @ Jury Room.	\$390.00
	Repairs to Ceiling Grid @ Jury Room.	\$340.00
	Ceramic Flooring Repairs @ Jury Room.	\$645.00
	Profit & Overhead	\$1,358.25

Extension of Time This Change Order	Days
Previous Extensions of Time	0 Days
Total Extension of Time to Date	0 Days
Original Contract Completion Date	04/25/07
Revised Completion Date	04/25/07

Original Contract Amount	\$113,750.00
Total Previous Change Orders	
Contract Amt. Prior to this C.O.	\$113,750.00
Total This Change Order	\$6,791.25
Current Contract Amount	\$120,541.25

OWNER

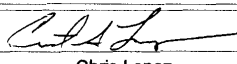
County of Hidalgo

By: _____

Date: _____

CONTRACTOR

Rigney Construction & Development LLC

By: 
Chris Lopez

Date: _____

ARCHITECT

Alcocer Garcia Associates Design

By: _____

George Garcia

Date: _____

The Contractor hereby reserves its right to claim additional time and/or monies for the cumulative impact of project changes.

Alcocer Garcia Associates

Design Consulting

1335 E. Jasmine Ave McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

FAX

DATE: 3-29-07

TO: Hidalgo County Purchasing Department **FAX NO.:** 318-2629

ATTN: Martha Salazar Purchasing Agent

PROJECT: 398TH Court Remodel
Hidalgo County Courthouse
Contractor: Rigney Construction, L.L.C.

FROM: George Garcia, Project Architect

TOTAL NO. OF PAGES: 1

MESSAGE:

Please place the following items on the agenda for the next Commissioner's Court meeting:

Chang Order No. 1: To renovate the area adjacent to Court 206 Jury Room previously used as Jury Room toilet to accommodate a new cabinet with sink and electrical outlet. Cost: \$_____.

Construction Change Directive No. 1: To install miscellaneous additional items as per attached list. Cost \$_____. Cost to be covered by Allowances within the present construction contract.

I will get the figures from the contractor and send you the back-up data for the above items.

Other: The contractor has verified that he is doing everything possible to have the courtroom portion of the project at Substantial Completion stage by next Thursday, Apr. 5th. We will let you know status next Wed., Apr. 4th

AI-3316

16.G.1.

**APPROVAL TO PURCHASE 500 MONITOR PRIVACY SCREENS FOR ELECTIONS DEPT.
CC REGULAR**

Date: 04/10/2007

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Elections

Agenda Item

CAPTION

Requesting approval to purchase through Hidalgo County's membership and participation with TASB-Buyboard's awarded vendor, Staples Business Advantage, Five hundred (500) 3M 15in Customized Privacy Screens for a total amount not to exceed \$32,495.00 which includes delivery.

BACKGROUND

Please see attached Buy Board Quote and Vendor Information

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1283-414-00-130-010-8-665

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$41,000.00 pending transfer on 04/10/2007 consent agenda (AI#3288)

Attachments

Link: [STAPLES -VENDOR INFO](#)

Link: [STAPLES -QUOTED BUY BOARD PRICING](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/05/2007 11:18 AM	APRV
2	Budget & Management	Dina Trevino	04/05/2007 02:16 PM	APRV
3	Sergio Cruz	Sergio Cruz	04/05/2007 04:42 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Moises Salazar

Started On: 04/03/2007 04:49 PM

Final Approval Date:

Vendor Contract Information[Proposal Documents](#)**Vendor:** Staples Business Advantage**Address:** 3711 Briarpark Drive, Suite 400
Houston, TX 77077**Phone:** (800) 793-0468**Contact:** Michael Murphy**Email:** michael.murphy2@staples.com**Federal ID:** 04-3390816**Accepts RFQs:** Yes**Contract:** Office Supplies & Equipment #254-06**Effective Date:** 11/1/2006**Expiration Date:** 10/31/2009**Payment Terms:** Net 30 days**Delivery Days:** 2**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Best Way**Regions Served:** All Texas Regions**States Served:** All States**Vendor Exceptions:** Staples reserves the right not to sell below our delivered cost.**Additional Information:** All product can be returned except custom imprinted items through our hassle free returns program.

User Name: SALAZARM Agency: COOP Group: Hidalgo County
Version: BuyBoard 2000

[\[Log Off \]](#)

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ALL RIGHTS RESERVED



that was easy

Staples Technology Solutions

Adam Smith

3711 Briarpark Dr. Suite 400

Houston, Tx 77042

Phone #

281-415-3993

Fax#

800-793-0476

Sold To
Hidalgo County
Mike Ramirez
101 South 10th
Edinburg, Tx
78539
Mike Ramirez
956-318-2570

Ship To
Hidalgo County
Mike Ramirez
101 South 10th
Edinburg, Tx
78539
Mike Ramirez
956-318-2570



QTY	Description	Unit Price	Ext. Price
500	3M 15in Customized Privacy Screen	\$ 64.99	\$ 32,495.00

Free Shipping

Free Shipping

Pricing is in accordance with Hidalgo
County Buyboard Contract.

Subtotal	\$64.99	\$32,495.00
Tax		Tax if Applicable
Grand Total		



that was easy

Staples Technology Solutions

Adam Smith

3711 Briarpark Dr. Suite 400

Houston, Tx 77042

Phone # 281-415-3993

Fax# 800-793-0476

The items listed above are estimates only. Customer will be invoiced for actual time spent (at \$125/hour) and materials delivered (with applicable taxes and shipping/handling charges).

Professional Services Performance Guarantee

For each listed item under "Professional Services", if the quoted objective is not delivered, there will be no charge to the customer. The above estimates represent a reasonable amount of time to complete each item based on years of cumulative experience doing similar projects. However, sometimes a situation arises where the time to complete an item will exceed the estimate due to unanticipated complications. In this circumstance, the client will be given a choice of stopping work on that item, or proceeding to a mutually agreed upon milestone or resolution.

Return Policy

Our Goal: 100% customer satisfaction.

Special order and custom copiers, special order and custom telephone and applicable shipping systems, special order and custom computer networks, and special order and custom furniture purchases and installation charges are not refundable at any time.

() Denotes in-stock item; all other products on order are special/custom orders.*

Accepted by: _____ Account Name: _____

Signature: _____ Date: _____

AI-3298
BCAP PRECINCT NO 2
CC REGULAR

16.H.1.

Date: 04/10/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Submitted For: Pct. 2
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: CAP Pct.1

Agenda Item

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer R. Gutierrez to award to the lowest bidder (bid of \$284,511.00) meeting all specifications and approval of contract (subject to legal review) for bid No CAP-07-009-03-07 Precinct No 2 - "Road & Drainage Construction of LJ #1 Subdivision(s)" subject to TXDOT approval.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:
FUNDS AVAILABLE Y/N?: Partial
BUDGETARY IMPACT:
Available balance is \$80,669.50 as of 4/4/07.

ACCT. #: 7-1311-431-00-122-365-0-733
MATCHING FUNDS Y/N?:

FISCAL YEAR:
FUNDS AVAILABLE Y/N?: Partial
BUDGETARY IMPACT:

ACCT. #: 7-1311-431-00-122-365-0-734
MATCHING FUNDS Y/N?:

Available balance is \$131,618.66 as of 4/4/07. Also pending an incoming transfer (AI-3337) in the amount of \$32,904.50. Giving a total pending available balance of \$164,523.16.

FISCAL YEAR:
FUNDS AVAILABLE Y/N?: N
BUDGETARY IMPACT:

ACCT. #: 7-1202-431-00-122-596-0-734
MATCHING FUNDS Y/N?:

Account does not exist due to typo. Account number should be 7-1202-431-00-122-006-0-734 with an available balance of \$1,280.00 (as of 4/4/07) as per phone conversation. Also per phone conversation Agapito Vargas will be placing an additional transfer on the agenda, in addition to the afore mentioned AI-3337, to make up the shortage of funding.

As per Agapito Vargas Jr. - 25% will be taken out of this account
Please reference memo attached

FISCAL YEAR:
FUNDS AVAILABLE Y/N?: Partial
BUDGETARY IMPACT:

ACCT. #: 7-1202-431-00-122-006-0-734
MATCHING FUNDS Y/N?:

Available balance is \$1,280.00 as of 4/4/07. Also pending an incoming transfer (AI-3336) in the amount of \$40,000.00. Giving a total pending available balance of \$41,280.00.

Attachments

Link: [3298](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 11:37 AM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 02:31 PM	APRV
3	Dale Kennan	Dale Kennan	04/04/2007 04:33 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Laura Moya

Started On: 04/03/2007 03:22 PM

Final Approval Date:



Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No.2
Charlie Contreras, Special Projects Coordinator
Rosanna Schettino, HCCAP Buyer II
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 2 April 2007

Subject: Recommendation for award - LJ Subdivision; CSJ: 2C1080365

Marty, Commissioner Palacios is requesting to place the above-mentioned item on Commissioner's Court for Tuesday, 10th April 2007.

Approval to award contract to low bidder for a Round II Colonia Access Project LJ Subdivision. This project is being carried by R. Gutierrez Engineering, Inc. The low bidder for this project was JM Construction with a low bid of \$284,511.00. There were two other bidders; IOC Company and Sascon, Inc.

Attached is the letter of recommendation from R. Gutierrez Engineering, Inc.

Account Numbers: 7-1311-431-00-122-365-733&734 and transfer 25% of 7-1202-431-00-122-596-0-734(Rancho Escondido*) = \$32,904.50 and UCP Funds.

If you have any questions, please advice.

Thanks,

memo purchasing reg award rec LJ mar 07

*TXDOT was notified of the deletion of this project and monies will be transferred.

R. Gutierrez Engineering Corporation

March 27, 2007

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – LJ Subdivision
Project No: ENG05.012

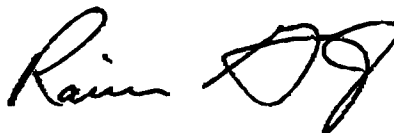
Dear Mr. Vargas:

On Wednesday, March 14, 2007, 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. Three (3) bids were received for this project. The low base bid was for **\$284,511.00**.

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 **JM Construction** from Weslaco, Texas in the amount of **\$284,511.00**.

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. 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.

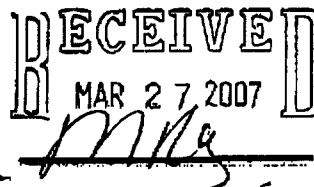
Sincerely,



Ramiro Gutierrez, P.E.
President

Attach

Cc: Project Files



3/26/2007

R. Guémez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

BID TABULATION
LJ SUBDIVISION

DATE: 03/19/07

TIME: 9:30 A.M.

LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	J.M. CONSTRUCTION		IOC COMPANY		SASCON	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
100	28.030	STA	PREP OF RIGHT OF WAY	\$ 650.00	\$ 18,919.50	\$ 700.00	\$ 18,221.00	\$ 800.00	\$ 15,618.00
110	5,189.000	CY	EXCAVATION	\$ 3.75	\$ 19,458.75	\$ 8.25	\$ 32,431.25	\$ 3.00	\$ 15,587.00
132	1,270.000	CY	EMBANKMENT	\$ 3.50	\$ 4,445.00	\$ 8.25	\$ 7,937.50	\$ 8.00	\$ 7,620.00
184	2,188.000	SY	CELL FIBER SEEDING (TEMP)(WARM)	\$ 0.50	\$ 1,093.00	\$ 0.80	\$ 1,967.40	\$ 1.00	\$ 2,188.00
184	2,188.000	SY	CELL FIBER SEEDING (TEMP)(COOL)	\$ 0.50	\$ 1,093.00	\$ 0.90	\$ 1,967.40	\$ 1.10	\$ 2,404.80
184	4,372.000	SY	CELL FIBER SEEDING (PERM)(URBAN)(CLAY)	\$ 1.25	\$ 5,465.00	\$ 0.85	\$ 4,153.40	\$ 1.00	\$ 4,372.00
247	1,558.000	CY	FLEXIBLE BASE (ST)(WORK ONLY)	\$ 4.00	\$ 6,232.00	\$ 21.00	\$ 32,718.00	\$ 6.00	\$ 9,348.00
260	9,125.000	SY	LIME TREATED BASE (6")	\$ 4.75	\$ 43,343.75	\$ 2.70	\$ 24,837.50	\$ 3.00	\$ 27,375.00
280	53.000	TON	LIME FOR BASE (TY A OR TY B)	\$ 160.00	\$ 8,480.00	\$ 126.00	\$ 6,678.00	\$ 130.00	\$ 6,890.00
310	1,568.000	GA	Prime Coat (MC-30)	\$ 7.00	\$ 11,188.00	\$ 3.50	\$ 5,583.00	\$ 3.00	\$ 4,794.00
340	863.000	TON	Asph. Conc. Pavement TY "D"	\$ 87.00	\$ 59,421.00	\$ 81.50	\$ 55,864.50	\$ 98.00	\$ 67,817.00
402	488.000	LF	TRENCH EXCAVATION PROTECTION	\$ 5.00	\$ 2,345.00	\$ 1.50	\$ 763.50	\$ 3.00	\$ 1,407.00
432	2,500	CY	CONCRETE RIPRAP (CL C)	\$ 145.00	\$ 362.50	\$ 550.00	\$ 1,375.00	\$ 100.00	\$ 250.00
464	437.000	LF	RCP (CL)(BK)(30")	\$ 58.00	\$ 24,472.00	\$ 48.50	\$ 20,320.50	\$ 58.00	\$ 24,472.00
465	1,000	EA	JUNCTION BOX	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
467	5,000	EA	SAFETY END TREATMENT (18") (R-1)	\$ 850.00	\$ 4,300.00	\$ 800.00	\$ 4,000.00	\$ -	\$ -
502	2,000	MO	Barrieraes, Signs & Traffic Handling	\$ 2,650.00	\$ 5,300.00	\$ 2,300.00	\$ 4,600.00	\$ -	\$ -
506	188.000	SY	Construction Exits (TY)(Initial)	\$ 17.00	\$ 2,858.00	\$ 14.00	\$ 2,352.00	\$ -	\$ -
506	188.000	SY	Construction Exits (TY)(B)(Remove)	\$ 15.00	\$ 2,520.00	\$ 5.00	\$ 840.00	\$ -	\$ -
506	182.000	LF	Tang Sediment Control Fence	\$ 9.00	\$ 1,728.00	\$ 3.50	\$ 672.00	\$ -	\$ -
528	4,988.000	LF	CONCRETE CURB & GUTTER (TY)(B)(R-1)	\$ 7.50	\$ 37,290.00	\$ 8.10	\$ 40,176.00	\$ -	\$ -
530	122.500	CY	DRIVEWAYS (TY PRB-1)(FLEXBASE)(4")	\$ 23.00	\$ 2,817.50	\$ 40.00	\$ 4,900.00	\$ -	\$ -
224	224.000	GA	DRIVEWAYS (TY PRB-1)(MC-30)	\$ 7.00	\$ 1,568.00	\$ 3.50	\$ 784.00	\$ -	\$ -
530	58.000	TON	DRIVEWAYS (TY PRB-1)(AC)(4")	\$ 78.00	\$ 4,408.00	\$ 100.00	\$ 5,800.00	\$ -	\$ -
530	97.000	SY	DRIVEWAYS (CONCRETE)	\$ 38.00	\$ 3,492.00	\$ 40.00	\$ 3,880.00	\$ -	\$ -
560	53.000	EA	MAILBOXES (SINGLE)	\$ 110.00	\$ 5,830.00	\$ 500.00	\$ 26,500.00	\$ -	\$ -
644	11.000	EA	SMALL ROAD SIGN ASSEMBLY (TY A)	\$ 425.00	\$ 4,675.00	\$ 600.00	\$ 6,600.00	\$ -	\$ -
TOTAL BASE BID AMOUNT:					284,511.00		318,471.95		193,920.60

INCOMPLETE

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT - HIDALGO COUNTY PRECINCT NO. 2

BID OPENING DATE: March 14, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION OF LJ #1 SUBDIVISION" (PROJECT CARRIED BY: R. GUTIERREZ ENGINEERING CORPORATION)

BID NO: CAP- 07-009-03-07-LRM

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION	ACKNOWLEDGMENT OF ADDENDUM	BID BOND/ CASHIER'S CHECK
1.	JM Construction	\$284,511.00	√	Bid Bond
2.	IOC Co LLC	\$318,471.95	√	Bid Bond
3.	Sascon Inc	Incomplete	√	Bid Bond
4.				
5.				
6.				
7.				
8.				
9.				
10.				

AI-3311

16.H.2.

BCAP PRECINCT NO 2

CC REGULAR

Date: 04/10/2007

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, acceptance and approval of payments for invoice 2204 in the amount of \$1,540.50 submitted by Project Engineer R. Gutierrez Engineering

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1310-431-00-122-490-0-334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [3311](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 05:22 PM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 06:10 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	04/04/2007 06:29 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Laura Moya

Started On: 04/03/2007 04:46 PM

Final Approval Date:

3311

R. Gutierrez Engineering Corporation130 E. Park
Pharr, TX 78577Invoice Number: 2204
Tuesday, March 20, 2007**Invoice**To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner**Project: ENG02.048 Alamo Orchards**

Professional Services for the Period: 11/11/2006 to 3/20/2007

Billing Group: 01 Phased Fixed Fee

Billing Fee: \$15,405.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase	6,932.25	45.00	100.00	6,932.25	6,932.25	0.00
Design Phase	6,932.25	45.00	100.00	6,932.25	6,932.25	0.00
Construction Phase	1,540.50	10.00	100.00	1,540.50	0.00	1,540.50
Total Phases:						\$1,540.50

INVOICE RECEIVED BY:

Mae Ray ON 3/28/07

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 3/20/07

Phase Billing Totals: \$1,540.50

Billing Group Subtotal: 1,540.50

Project Totals:***** Total Project Invoice Amount:****\$1,540.50****Billing Summary**

	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Professional Services:	\$1,540.50	\$13,864.50	\$15,405.00
Reimbursable Expenses:	\$0.00	\$0.00	\$0.00
Outside Services:	\$0.00	\$0.00	\$0.00
Other Services and Fees:	\$0.00	\$0.00	\$0.00
Finance Charges:	\$0.00	\$0.00	\$0.00
Taxes:	\$0.00	\$0.00	\$0.00
Totals:	\$1,540.50	\$13,864.50	\$15,405.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 15 days.

7-1310-431.00-122-490-0-334

Amr



Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: **Laura R. Moya, HCCAP Buyer II**

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No.2
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 3 April 2007

SUBJECT: Request for Payment Invoice No.2204; R. Gutierrez Engineering, Inc.

Marty, please place the above-referenced item on Commissioner's Court for Tuesday, 10th April 2007.

Authorization and approval to pay invoice no. 2204 to R. Gutierrez Engineering, Inc. in the amount of \$1,540.50 for the construction phase of Alamo Orchards, a Round I BCAP project.

This final invoice will complete the engineering and construction phase for this project.

If you have any questions, please advice.

Thanks,

Attachments

**Project Completion
Anticipated Completion Date
Extension
Date Extension was approved in Court**

Signature Karen A. [Signature]
Date 7-26-07

Colonial Access Program Director [Signature]
Date 7-27-07

1	680.051.97	Original Contract Price
2	26.274.00	Net Increase Change Order No.
3	110.432.20	Net Decrease Change Order No.
4	659.205.77	Contract Price with Approved C

AI-3309

16.I.1.

BCAP Precinct No 3

CC REGULAR

Date: 04/10/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Agenda Item

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No 2 for "Goodwin Heights No 1 Country Corner Estates Havana Subdivision and La Palma Subdivision"
C-CAP-05-006-06-21 for material and work adjustments in the amount of \$118,133.20 (decrease)
project engineer is Javier Hinojosa Engineering a Border Colonia Access Program Project(s).

BACKGROUND

Revenue & Expenditures

Attachments

Link: [3309](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/04/2007 05:31 PM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 06:08 PM	APRV
3	Dale Kennan	Dale Kennan	04/05/2007 10:05 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Laura Moya

Started On: 04/03/2007 04:45
PM

Final Approval Date:

CHANGE ORDER No. 2

DATE OF ISSUANCE February 22, 2007

EFFECTIVE DATE _____

OWNER HIDALGO COUNTY PRECINCT NO. 3CONTRACTOR Valley Paving, Inc.Contract: BORDER COLONIA ACCESS PROGRAMProject: ROAD CONSTRUCTION OF "GOODWIN HEIGHTS NO. 1, COUNTRY CORNER ESTATES, HAVANA SUBDIVISION AND LA PALMA SUBDIVISION"OWNER's Contract No. CAP-05-006-06-21

ENGINEER's Contract No. _____

ENGINEER JAVIER HINOJOSA ENGINEERING

You are directed to make the following changes in the Contract Documents:

Description:

- 1) Remove all items for La Palma Subdivision.
- 2) Decrease quantities for Item 464 Havana Subdivision - Four Street.
- 3) Decrease quantities for Item 467 Havana Subdivision - Four Street

Reason for Change Order:

- 1) Reconciliation of constructed items.

Attachments: (List documents supporting change)
Schedule of Quantities

CHANGE IN CONTRACT PRICE:
Original Contract Price
<u>\$620,061.97</u>
Net INCREASE from previous Change Orders No. 1 to 1:
<u>\$26,275.00</u>
Contract Price prior to this Change Order:
<u>\$646,339.97</u>
Net DECREASE of this Change Order:
<u>\$118,133.20</u>
Contract Price with all approved Change Orders:
<u>\$528,203.77</u>

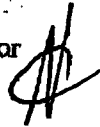


Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Jose M. Flores, Hidalgo County Precinct No. 3
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 3 April 2007

SUBJECT: Change Order No.2; Round I Project - Havana and La Palma Subdivisions CSJ;
5020-062-21

Marty, please place the above referenced item on Commissioner's Court for Tuesday, 10th April 2007.

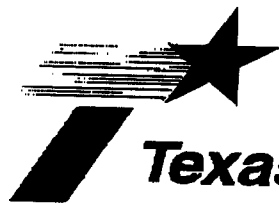
Approval of Change Order No.2 for Havana and La Palma Subdivisions BCAP Round I projects. These subdivisions are located in Precinct No.3 and are carried by project engineer Javier Hinojosa. The change order is for a decrease in quantities for Havana Subdivision and removal of items for La Palma Subdivision. The net decrease is for \$118,133.20.

The change order was approved by TXDOT and has been signed (see attached letter).

If you have any questions, please advice.

Thanks,

Attachments



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

March 30, 2007

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 East State Street
Pharr, TX 78577

Dear Mr. Vargas:

Thank you for your letter of March 28, 2007, providing a copy of Change Order No. 2 for first-call Border Colonia Access Program projects La Palma Subdivision (502006221) and Havana Subdivision (502006021). The change order removes all items for La Palma Subdivision and decreases quantities for Items 464 and 467 for Havana Subdivision, Four Street. I've enclosed the Change Order, signed indicating TxDOT concurrence.

Please let me know if you have any questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

CHANGE ORDER No. 2

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>90 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>90 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>90 days</u> Ready for final payment: <u>Yes</u>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 3/28/07

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 3-28-07

CONCURRENCE:

By: [Signature]
TxDOT District Colonia Manager
(Authorized Signature)

Date: 3-30-07

AI-3310
COUNTY CLERK
CC REGULAR

16.J.1.

Date: 04/10/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Purchasing only: County Clerk

Agenda Item

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) '.... a Professional Service' for engineering services in connection with: "Environmental and/or Structural Analysis Study" for the San Carlos Warehouse;

B. Authority to negotiate a professional engineering services contract with the no.1 ranked firm _____ for the provision of "Environmental and/or Structural Analysis Study Services" for the San Carlos Warehouse.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-339

FUNDS AVAILABLE Y/N?: Y

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	04/04/2007 05:29 PM	APRV
2	Budget & Management	Dina Trevino	04/04/2007 06:09 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	04/04/2007 06:47 PM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Laura Moya

Started On: 04/03/2007 04:46 PM

Final Approval Date:

AI-3318

17.A.

**Use of CO Funds for Parking
CC REGULAR**

Date: 04/10/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Confirmation by Commissioners' Court of intent to use Series 2006 Certificates of Obligation Bond Proceeds for the purpose of acquiring property on which to construct parking facility and to include the purchase of materials, supplies, equipment, buildings, land, and rights of way; including planning, surveying, engineering, legal and other professional services, necessary for the design and construction of one or more county parking lots or parking garages.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [letter from DA](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 06:12 PM	APRV
2	Purchasing Department	Marty Salazar	04/05/2007 11:21 AM	APRV
3	Auditor's Office	Linda Fong	04/07/2007 11:56 AM	APRV
4	Court Administrator			NEW

Form Started By: Monica Badillo

Started On: 04/04/2007 09:05 AM

Final Approval Date:

RENE GUERRA



March 30, 2007

Hidalgo County Commissioners Court and
Mr. Ray Eufracio, Hidalgo County Auditor
County Administration Building
100 E. Cano
Edinburg, Texas 78539

Re: Can Hidalgo County use funds allotted for "construction of a multi-level parking garage and reconstruction of existing or acquired parking lots and /or parking facilities" to purchase property for parking facilities?

Dear Commissioners Court and Mr. Eufracio:

My staff and I have reviewed the appropriate statutes in the Texas Local Government Code, and the documents provided to me through Mr. Ray Eufracio.

First, the funds were clearly approved for the specific purpose of constructing or reconstructing parking facilities. One could argue that the wording is ambiguous enough that a reasonable person might assume that construction of such a facility could include purchase of the land upon which the facility would be located. However, it is also not clear enough that the foregoing was the actual intent of the commissioners in advertising and approving the 2006 Certificates of Obligation.

However, I believe that the issue could be satisfactorily clarified by a resolution of the County Commissioners Court. I also believe that putting the issue on the agenda and thereby publicly advertising it, would satisfactorily cure any deficiency in the original notice and in the wording of the certificate of obligation. I believe this would stand up to judicial scrutiny.

It would be in the best interest of the citizens of Hidalgo County to rectify the ambiguity in the 2006 certificates, as along as it is done with public notice at an open meeting, and approval of the Commissioners Court.

Respectfully yours,

A handwritten signature in cursive script, appearing to read "Rene Guerra".

Rene Guerra
Criminal District Attorney
Hidalgo County, Texas

RG/erh

CE 11-10-07 10:00 AM
11-10-07 10:00 AM
11-10-07 10:00 AM

AI-3322

17.B.

**Report on Health Insurance Plan
CC REGULAR**

Date: 04/10/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Gary Looney
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Presentation, Report & Update on Self-Insured Group Medical Plan - Gary Looney, Consultant

BACKGROUND

REPORT WILL BE E-MAILED TO ME ON MONDAY. - MB

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/04/2007 06:24 PM	APRV
2	Purchasing Department	Marty Salazar	04/05/2007 11:44 AM	APRV
3	Auditor's Office	Linda Fong	04/07/2007 11:56 AM	APRV
4	Court Administrator			NEW

Form Started By: Monica Badillo **Started On:** 04/04/2007 09:39 AM

Final Approval Date:

AI-3279

17.C.

UPL

CC REGULAR

Date: 04/10/2007

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 04/10/2007 amount not to exceed \$112,746.72
check register 04/11/2007 amount not to exceed \$174,539.59
2. Approval of wire transfer to cover the claims to be paid.

BACKGROUND

Revenue & Expenditures

Attachments

Link: [UPL](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	04/04/2007 02:04 PM	APRV
2	Dina Trevino	Dina Trevino	04/05/2007 03:11 PM	APRV
3	Budget & Management	Dina Trevino	04/05/2007 04:07 PM	APRV
4	Purchasing Department			NEW
5	Auditor's Office			
6	Court Administrator			

Form Started By: Damaris San Miguel

Started On: 04/03/2007 10:35 AM

Final Approval Date:

HIDALGO COUNTY INDIGENT HEALTH CARE DEPARTMENT (H.C.I.H.D.) WEEKLY VENDOR PAYMENT ATTESTATION

I attest that the payment amounts inputted by my staff into the CAD Computing Software System for the Indigent Health Care Program for the vendor payments to be approved by the Commissioner's Court on 4-11-07 have not been previously paid. The diskette being submitted to the County Auditor's Office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information in the CAD Computing Software System.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office
(per diskette by the H.C.I.H.C.D. generated from the CAD Computing
Software System payment information)

\$ 174,539.59

Amount to be paid (per the PROVIDER'S INVOICE REPORT
from the CAD Software.) The amount must agree with the total on the diskette (shown
above) being provided to the Auditor's Office.

\$ 174,539.59

The H.C.I.H.C.D. staff has compared each invoice being processed for payment this week against the: vendor name, vendor number, amount, pay date, and service date, as shown on the CAD software's "PROVIDERS INVOICE REPORT." Each item compared has been CHECKED OFF in red on the PROVIDER'S INVOICE REPORT (edit report) by the reviewer. The reviewer has signed and dated page one of said report. The report is being submitted to the Auditor's Office with the diskette.

For this week's payments, was the duplicate invoice
test run on a daily basis? (yes or no)

Yes
Yes

All possible duplicates were investigated and when appropriate were deleted from the CAD Software System before the diskette for the Auditor's Office was generated.

Signed: _____

Dave Samicent

Signature of H.C.I.H.C.D. Director

4-30-07

Complete this form on a weekly basis & send to the County Auditor's Office with the disk for payment.

Notes:

Hidalgo County Indigent Health Care Program

Date: Tue Apr 03, 2007

Diskette Report Completed for 04-11-2007 to 04-11-2007

Number of Invoices: 1,387

Total Amount to Pay: \$174,539.59

Time Elapsed: 00:00:16

Drive, Path & Filename: C:DiskRept.ven

Date: 04-03-2007

Providers' Invoices, from 04-11-2007 to 04-11-2007

Page 48

Name: ZORRILLA, MIRTA M.D.

I.H.C.Code: 70321

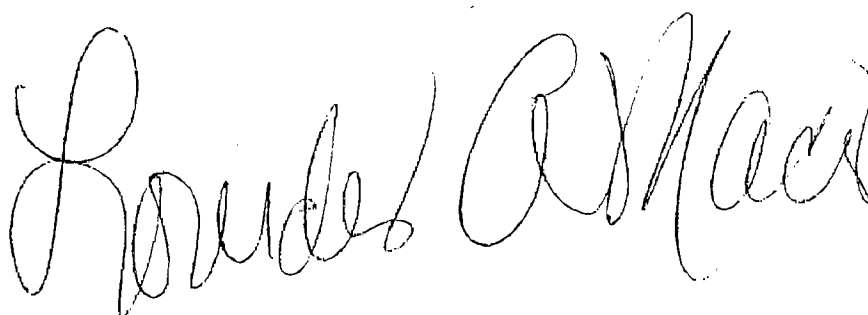
TaxNo: 170321

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000033	51.86	04-11-07	01-20-07	948975	N	44117044

Total	51.86	Invoices	1
-------	-------	----------	---

GndTotal 174,539.59

Number of Invoices: 1387



HIDALGO COUNTY INDIGENT HEALTH CARE DEPARTMENT (H.C.I.H.D.) WEEKLY VENDOR PAYMENT ATTESTATION

I attest that the payment amounts inputted by my staff into the CAD Computing Software System for the Indigent Health Care Program for the vendor payments to be approved by the Commissioner's Court on 4-10-07 have not been previously paid. The diskette being submitted to the County Auditor's Office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information in the CAD Computing Software System.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office
(per diskette by the H.C.I.H.C.D. generated from the CAD Computing
Software System payment information)

\$ 112,746.72

Amount to be paid (per the PROVIDER'S INVOICE REPORT
from the CAD Software.) The amount must agree with the total on the diskette (shown
above) being provided to the Auditor's Office.

\$ 112,746.72

The H.C.I.H.C.D. staff has compared each invoice being processed for payment this week against the: vendor name, vendor number, amount, pay date, and service date, as shown on the CAD software's "PROVIDERS INVOICE REPORT." Each item compared has been CHECKED OFF in red on the PROVIDER'S INVOICE REPORT (edit report) by the reviewer. The reviewer has signed and dated page one of said report. The report is being submitted to the Auditor's Office with the diskette.

Yes

For this week's payments, was the duplicate invoice
test run on a daily basis? (yes or no)

Yes

All possible duplicates were investigated and when appropriate were deleted from the CAD Software System before the diskette for the Auditor's Office was generated.

Signed: Klauren Sarmiento

Signature of H.C.I.H.C.D. Director

4-3-07

Complete this form on a weekly basis & send to the County Auditor's Office with the disk for payment.

Notes:

Hidalgo County Indigent Health Care Program

Date: Tue Apr 03, 2007

Diskette Report Completed for 04-10-2007 to 04-10-2007

Number of Invoices: 785

Total Amount to Pay: \$112,746.72

Time Elapsed: 00:00:42

Drive, Path & Filename: C:DiskRept.ven

Date: 04-03-2007

Providers' Invoices, from 04-10-2007 to 04-10-2007

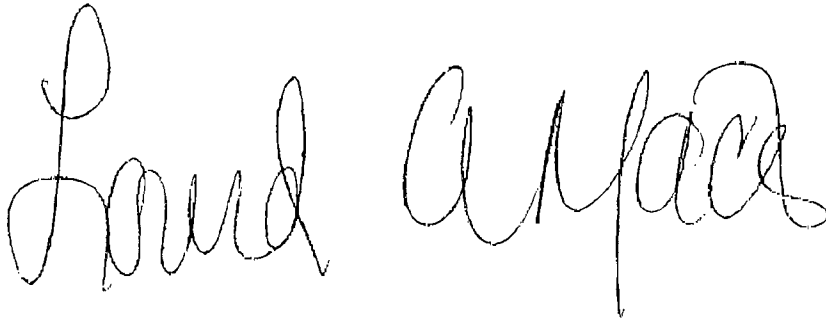
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Continued: WEST VALLEY RADIOLOGY ASS

Name: WEST VALLEY RADIOLOGY ASS I.H.C.Code: 08811 TaxNo: 308811

Invoice	Amount	Pay Date	Service	Client	Cleared	Trans.Acct
00000869	55.58	04-10-07	11-26-06	235068	N	44105046
00000870	168.87	04-10-07	11-16-06	235068	N	44117044
Total	277.65	Invoices	5			

GndTotal 112,746.72 Number of Invoices: 785



AI-3319

17.D.

salary adjustments - public defenders

CC REGULAR

Date: 04/10/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Jimmy Gonzalez, Public Defender

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Public Defenders Office:

1. Discussion, consideration and approval of salary adjustments from the general fund (1100) for the following existing grant positions: slot numbers 085-003-0001, -0002, -0003, -0004, -0005, -0006, -0007, -0008 due to additional duties, effective next full payperiod (04-16-07).

Calendar year 2007 fiscal impact: \$49,056.54

Calendar year 2008 fiscal impact: \$73,034.42

2. Approval of revised salary schedule.

BACKGROUND

CC 04/03/2007 - 9.A (AI# 3152) No action on item 2 only.

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-30-085-003-0-XXX

FUNDS AVAILABLE Y/N?: PENDING

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding pending CC approval. RC

Attachments

Link: [additional duties](#)

Link: [Revised Salary Sce](#)

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	04/04/2007 06:22 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/09/2007 08:38 AM	NEW-R
3	Purchasing Department	Marty Salazar	04/09/2007 08:52 AM	RTRN
4	Auditor's Office			
5	Court Administrator			

Form Started By: Monica Badillo

Started On: 04/04/2007 09:12 AM

Final Approval Date:

Additional Job Duties

CHIEF PUBLIC DEFENDER:

- 1) Monitor Hidalgo County jail roster sheets:
 - a. Chief Public Defender is to monitor the status of all inmates within the Hidalgo County Jail regardless of whether the Public Defender's Office legally represents them;
 - b. Chief Public Defender is to notify the District Attorney's Office Misdemeanor Intake Section by phone and fax if an inmate with a Class B misdemeanor charge has been in custody for 15 days or more without filing;
 - c. Chief Public Defender is to notify the District Attorney's Office Misdemeanor Intake Section by phone and fax if an inmate with a Class A misdemeanor charge has been in custody for 30 days or more without filing;
 - d. Chief Public Defender is to notify the District Attorney's Office Felony Intake Section by phone and fax if an inmate with a felony grade charge has been in custody for 45 days or more without filing.
- 2) Pilot Project: McAllen Municipal Court – Judge Kathleen Henley
 - a. Chief Public Defender is to maintain the pilot project initiated with the Judge Kathleen Henley and McAllen Municipal Court
 - b. Chief Public Defender is to monitor all persons obtaining bonds from McAllen Municipal Court and work to contact family members to assist with immediate bail release from custody.
- 3) Improve quality of the Hidalgo County Criminal Defense Bar
 - a. Chief Public Defender will sponsor at least two Continuing Legal Education courses a year relating to criminal law.
 - i. Hidalgo County Public Defender's Office is currently co-sponsoring training in Standardized Field Sobriety Test Certification in July 2007.
 - b. Chief Public Defender will create a library of legal resources on the practice of criminal law for use by all attorneys representing indigent clients.

FIRST ASSISTANT PUBLIC DEFENDER:

- 1) Texas Tropical Mental Health
 - a. The First Assistant Public Defender is to act as a liaison between Texas Tropical Mental Health Jail Diversion Unit, the county courts at law and the District Attorney's office.
 - b. The First Assistant Public Defender is to act as a resource to the county courts at law and the District Attorney's Office on possible treatment plans available to mentally ill or mentally retarded defendants.

- c. The First Assistant Public Defender is to act as a resource to the Texas Tropical Mental Health Jail Diversion Unit on possible legally options available to their mentally ill or mentally retarded clients.
- 2) Monitor attorney caseload numbers
 - a. The First Assistant Public Defender is to be responsible for weekly caseload checks for all attorneys within the Public Defender's Office to ensure the office is operating within state grant and American Bar Association guidelines for caseload maximums per attorney per year. This will ensure quality of work for each client with the Public Defender's Office.
- 3) Hidalgo County Criminal Defense Lawyers Association
 - a. The First Assistant Public Defender will work to reestablish and maintain the Hidalgo County Criminal Defense Lawyers Association.

ASSISTANT PUBLIC DEFENDER:

- 1) Resource for County Courts at Law
 - a. Assistant Public Defenders are to be present in county court at law whenever that court hears a criminal docket regardless of whether the public defender's office has a caseload that day.
 - b. Assistant Public Defenders are to remain in county court at law whenever a criminal docket is heard to act as a legal resource for the court and for immediate assistance to any defendant requesting legal counsel on their case.
- 2) Defender Data Criminal Case Management System
 - a. Assistant Public Defenders will be responsible for imputing detailed data of their cases into the case management system (including case disposition type, arresting agency information, and hours worked) to track deficiencies within the office so that improvements can be made to the quality of client representation.
- 3) County Court at Law # Six
 - a. Assistant Public Defenders are to be a resource and cover additional duties and responsibilities for cases that are filed in the newly created County Court at Law # Six.

INVESTIGATOR:

- 1) Office management duties:
 - a. Establish and Maintain personnel files;
 - b. Maintain and audit all financial records;
 - c. Ensure that office is within budgetary guidelines of state grant;
 - d. Order and purchase office supplies and equipment.
 - e. Process and audit all invoices for payment to Auditors office.
 - f. Process and maintain timesheets and employee leave reports.
- 2) Agreed Bond Reductions:
 - a. Investigator is to deliver, in person, all Agreed Bond Reductions to Justice's of the Peace or Municipal Court Judges as needed.

ADMINISTRATIVE ASSISTANT/ INTAKE OFFICER:

- 1) Monitor Public Defender jail roster sheets:
 - a. Intake Officer is to monitor the status of public defender clients who are in custody over six days;
 - b. Intake Officer is then to notify the District Attorney's Office Misdemeanor Intake Section by phone and fax to push for an immediate filing of a public defender case in a County Court at Law.
- 2) Make contact with the families of inmates/ clients:
 - a. Intake Officer is to make contact with a client's family members to inquire if any funds are available to assist with their bail.
- 3) Make contact with arresting agency:
 - a. Intake officer is to make contact with the arresting agency to inquire on the delay in offense report submissions to the District Attorney's Office.
- 4) Make contact with county court at law staff:
 - a. Intake Officer is to make contact with the county courts at law to set public defender clients for immediate hearings before the court once the District Attorney's office has filed charges with the county clerk's office.
- 5) Maintain Defender Data Criminal Case Management System
 - a. Intake office is to be responsible for ensuring that the all information entered into the Defender Data Case Management System is correct and up to date for grant and county reporting purposes.

HIDALGO COUNTY 2007 SALARY SCHEDULE

COMMISSIONERS' COURT REPORT
Account Number: 1100-412-30-085-003-0
Department Name: PUBLIC DEFENDER

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% INC	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT PUBLIC DEFENDER	\$0.00	\$50,000.00	\$50,000.00	0	\$0.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0002	113	CHIEF PUBLIC DEFENDER	\$0.00	\$7,800.00	\$7,800.00	0	\$0.00	\$0.00	\$7,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0003	113	1st ASST. PUBLIC DEFENDER	\$0.00	\$7,800.00	\$7,800.00	0	\$0.00	\$0.00	\$7,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0004	113	PUBLIC DEFENDER	\$0.00	\$4,800.00	\$4,800.00	0	\$0.00	\$0.00	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0005	113	PUBLIC DEFENDER	\$0.00	\$5,600.00	\$5,600.00	0	\$0.00	\$0.00	\$5,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0006	113	PUBLIC DEFENDER	\$0.00	\$5,600.00	\$5,600.00	0	\$0.00	\$0.00	\$5,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0007	113	PUBLIC DEFENDER	\$0.00	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0008	113	INVESTIGATOR	\$0.00	\$13,000.00	\$13,000.00	0	\$0.00	\$0.00	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0009	113	INTAKE OFFICER	\$0.00	\$7,000.00	\$7,000.00	0	\$0.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0010	113	RECEPTIONIST/CLERK	\$0.00	\$16,350.00	\$16,350.00	0	\$0.00	\$0.00	\$16,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$124,950.00	\$124,950.00		\$0.00	\$0.00	\$124,950.00	\$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, April 10, 2007

Agenda Item: AI- 3319

Summary of request/proposal: The Public Defenders Office is requesting to approval of salary adjustments from general fund (1100) for the following existing grant positions: slot numbers 085-003-0002, -0003, -0004, -0005, -0006, -0007, -0008 effective next full payperiod commencing on 04-16-07.

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Adjustment Requested</u>	<u>Total Adjustment Requested</u>
1100	CHIEF PUBLI DEFENDER	0002	113	0.00	7,800.00	7,800.00
1100	1ST ASST PUB. DEFENDER	0003	113	0.00	7,800.00	7,800.00
1100	PUBLIC DEFENDER	0004	113	0.00	4,800.00	4,800.00
1100	PUBLIC DEFENDER	0005	113	0.00	5,600.00	5,600.00
1100	PUBLIC DEFENDER	0006	113	0.00	5,600.00	5,600.00
1100	PUBLIC DEFENDER	0007	113	0.00	7,000.00	7,000.00
1100	INVESTIGATOR	0008	113	0.00	13,000.00	13,000.00
1100	INTAKE OFFICER	0009	113	0.00	7,000.00	7,000.00
						58,600.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1100-412-30-085-003-0 113	PUBLIC DEFENDER PERM F/T EMPLOYEES	41,760.92
1100-412-30-085-003-0 211	PUBLIC DEFENDER HEALTH INSURANCE	-
1100-412-30-085-003-0 212	PUBLIC DEFENDER LIFE INSURANCE	-
1100-412-30-085-003-0 220	PUBLIC DEFENDER FICA	3,194.71
1100-412-30-085-003-0 230	PUBLIC DEFENDER RETIREMENT	3,725.07
1100-412-30-085-003-0 250	PUBLIC DEFENDER UNEMPLOYMENT COMP	208.80
1100-412-30-085-003-0 260	PUBLIC DEFENDER WORKER'S COMP	167.04
2007 Budgetary Impact		49,056.54

2008 Budgetary Impact: \$ 73,034.42

Possible Funding Sources: SWEEP

Budget Office Recommendation: FUNDING PENDING CC APPROVAL

AI-3320

17.E.

**Approval of the 2007 Emergency Services Contract for the City of San Juan
CC REGULAR**

Date: 04/10/2007
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 Year 2007 Rural Emergency Services Contract:
1.) City of San Juan
2.) City of McAllen

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/05/2007 02:18 PM	APRV
2	Purchasing Department	Marty Salazar	04/05/2007 02:53 PM	APRV
3	Auditor's Office	Linda Fong	04/07/2007 11:58 AM	APRV
4	Court Administrator			NEW

Form Started By: Yolanda Orozco

Started On: 04/04/2007 09:13 AM

Final Approval Date:

AI-3294

17.F.

Inter Departmental Transfer - Co. Wide Adm to Health Dept. \$4,192.14
CC REGULAR

Date: 04/10/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer (1100) from County Wide Contingency to Health & Human Services Department - Health Administration in the amount of \$4,192.14.

BACKGROUND

C.C. 4/03/2007 31.B.1 (AI#3247)

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available for transfer as of 03/05/07

Attachments

Link: [Fiscal Note](#)

Link: [Inter Departmental Transfer - Co. Wide Adm to Health Dept. \\$4,192.14](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	04/04/2007 07:14 PM	APRV
2	Budget & Management	Dina Trevino	04/05/2007 08:49 AM	APRV
3	Sergio Cruz	Sergio Cruz	04/05/2007 10:13 AM	APRV
4	Purchasing Department	Marty Salazar	04/05/2007 11:14 AM	APRV
5	Auditor's Office	Janie Lozano	04/05/2007 11:45 AM	APRV
6	Janie Lozano	Janie Lozano	04/05/2007 02:13 PM	APRV
7	Linda Fong	Linda Fong	04/07/2007 11:11 AM	APRV
8	Court Administrator			NEW

Form Started By: Damaris San Miguel

Started On: 04/03/2007 03:02 PM

Final Approval Date:

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, April 10, 2007

Agenda Item: _____

Summary of request/proposal: Health Department is requesting to auto allowance for slot# 340-001-0014

Fund	Position	Slot#	Obj	Current Budgeted Allowance	Allowance Requested	Total Adjustment Requested
1100	Health Inspector	0014	118	0.00	5,000.00	5,000.00
				0.00	5,000.00	5,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1100-441-00-340-001-0	118	HEALTH ADM	PERM F/T EMPLOYEES	3,563.22
1100-441-00-340-001-0	211	HEALTH ADM	HEALTH INSURANCE	-
1100-441-00-340-001-0	212	HEALTH ADM	LIFE INSURANCE	-
1100-441-00-340-001-0	220	HEALTH ADM	FICA	272.59
1100-441-00-340-001-0	230	HEALTH ADM	RETIREMENT	317.84
1100-441-00-340-001-0	250	HEALTH ADM	UNEMPLOYMENT COMP	17.82
1100-441-00-340-001-0	260	HEALTH ADM	WORKER'S COMP	20.67
2007 Budgetary Impact				4,192.14

2008 Budgetary Impact: \$ 10,118.13

Possible Funding Sources: County Wide Contingency

Budget Office Recommendation:

DATE: April 4, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o Health & Human Services Department - Health Adm.

ACCOUNT NUMBER: 7-1100-441-00-340-001-0- XXX

SUBJECT: Inter-departmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0 899	CO WIDE ADMIN - CONTINGENCY	(4,192.14)
TO		
7-1100-441-00-340-001-0- 118	HEALTH ADM-AUTO ALLOWANCE	3,563.22
7-1100-441-00-340-001-0- 220	HEALTH ADM-FICA	272.59
7-1100-441-00-340-001-0- 230	HEALTH ADM-RETIREMENT	317.84
7-1100-441-00-340-001-0- 250	HEALTH ADM-UNEMPLOYMENT	17.82
7-1100-441-00-340-001-0- 260	HEALTH ADM-WORKERS COMP	20.67
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
TO TRANSFER FUNDS FROM CO WIDE ADMIN ACCOUNT INTO HEALTH & HUMAN SERVICES ACCOUNT TO FUND AUTO ALLOWANCE FOR SLOT# 340-001-0014.

SIGNATURE

/ /

AI-3275

17.G.

2007 Precinct 4 - Border Colonia Access Program (1311)

CC REGULAR

Date: 04/10/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Precinct 4 - Border Colonia Access Program
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer within the Border Colonia Access Programs from Citrus City Lake (Program 155) & Ware County (Program 793) to Colonia Big 5 (Program 167) in the amount of \$114,510.48 (1311).

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: **ACCT. #:** See attached Expense Report
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [2007 Pct 4-BCAP \(1311\)](#)

Link: [PO Cancelation](#)

Link: [2007 Exp Rpt](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/02/2007 11:24 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/04/2007 02:10 PM	APRV
3	Purchasing Department	Marty Salazar	04/04/2007 05:16 PM	NEW-R
4	Auditor's Office	Janie Lozano	04/09/2007 08:06 AM	RTRN
5	Janie Lozano	Janie Lozano	04/09/2007 08:06 AM	RTRN
6	Linda Fong	Linda Fong	04/07/2007 11:09 AM	RTRN
7	Dina Trevino			
8	Court Administrator			

Form Started By: Dale Kennan

Started On: 04/02/2007 04:14 PM

Final Approval Date:

DATE: April 2, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Precinct 4 Border Colonia
Access Program (1311)

ACCOUNT NUMBER: 7-1311-431-00-124-XXX-0-XXX

SUBJECT: **Interdepartmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111,
Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
7-1311-431-00-124-155-0-312	CITRUS CITY LAKE-INDIRECT COST	-2,698.89
7-1311-431-00-124-155-0-334	CITRUS CITY LAKE-ENG & ARCH SRV	-1,000.00
7-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	-1,400.00
7-1311-431-00-124-155-0-733	CITRUS CITY LAKE-DRAINAGE DITCHES	-12,280.42
7-1311-431-00-124-155-0-734	CITRUS CITY LAKE-SUBDIVISION STREETS	-52,383.38
7-1311-431-00-124-793-0-312	WARE COUNTY-INDIRECT COST	-1,748.59
7-1311-431-00-124-793-0-334	WARE COUNTY-ENG & ARCH SRV	-500.00
7-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	-600.00
7-1311-431-00-124-793-0-733	WARE COUNTY-DRAINAGE DITCHES	-8,379.84
7-1311-431-00-124-793-0-734	WARE COUNTY-SUBDIVISION STREETS	-33,519.36
7-1311-431-00-124-167-0-734	COLONIA BIG 5 -SUBDIVISION STREETS	114,510.48
TOTAL BUDGET INCREASE (DECREASE)		0.00

Note: Funding will be available for transfer pending a PO reduction (see attached PO Cancelation (Reduction) Request)

REASON: **Transfer needed for future expenditures**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Attn:

Dale Kennan

PURCHASE ORDER CANCELLATION REQUEST

TO: COUNTY AUDITOR

FROM: COLONIA ACCESS PROGRAM

DATE: MARCH 29, 2007

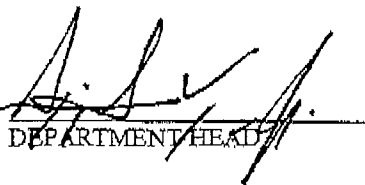
RUSH

PLEASE BE ADVISED THAT I AM REQUESTING THAT THE FOLLOWING PURCHASE ORDER (S) BE LIQUIDATED AS IF (THEY) IS (ARE) NO LONGER OUTSTANDING:

P. O. #	VENDOR NAME	AMOUNT OF ORIGINAL P. O.	LESS PREVIOUS INVOICES(S) SUBMITTED FOR PAYMENT	AMOUNT OUT-STANDING	OUT-STANDING AMOUNT TO BE LIQUIDATED
563048	MILLENNIUM ENGINEERS GROUP	\$40,244.72	\$0.00	\$2,000.00	\$2,000.00
562622	J. E. SAENZ & ASSOCIATES	\$165,400.00	\$143,262.00	\$1,500.00	\$1,500.00

REASON (BRIEFLY EXPLAIN): DECREASE P.O. 563048 (124-155) \$1,400.00 (124-793) \$600.00 & P. O. 562622 (124-155) \$1,000.00 & (124-793) \$500.00 REFLECTING AGENDA ITEM #3262 ON CC 04/10/2007

AUTHORIZATION:


DEPARTMENT HEAD

04/02/2007
DATE

APPROVED BY:

PURCHASING DEPARTMENT

DATE

APPROVED BY:

HIDALGO COUNTY AUDITOR

DATE

REF: _____

Run Date 04/02/07 04:23 PM

Hidalgo County

Page No 1

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>
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
7-1311-431-00-124-155-0-312	CITRUS CITY LAKE-INDIRECT COST	2,698.89	.00	.00	.00	2,698.89	.00
7-1311-431-00-124-155-0-334	CITRUS CITY LAKE-ENG & ARCH SRV	2,591.50	1,197.00	.00	.00	1,394.50	46.19
7-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	1,538.90	1,538.90	.00	.00	.00	100.00
7-1311-431-00-124-155-0-733	CITRUS CITY LAKE-DRAINAGE DITCHES	12,280.42	.00	.00	.00	12,280.42	.00
7-1311-431-00-124-155-0-734	CITRUS CITY LAKE-SUBDIVISION STREETS	52,353.38	.00	.00	.00	52,353.38	.00
7-1311-431-00-124-167-0-312	COLONIA BIG 5 -INDIRECT COST	24,239.47	.00	1,023.89	1,023.89	23,215.58	4.22
7-1311-431-00-124-167-0-334	COLONIA BIG 5 -ENG & ARCH SRV	17,929.90	5,655.00	.00	.00	12,274.90	31.54
7-1311-431-00-124-167-0-339	COLONIA BIG 5 -OTHER PROF SRV	14,124.98	13,824.98	263.70	263.70	36.30	99.74
7-1311-431-00-124-167-0-733	COLONIA BIG 5-DRAINAGE DITCHES	30,474.46	.00	.00	.00	30,474.46	.00
7-1311-431-00-124-167-0-734	COLONIA BIG 5 -SUBDIVISION STREETS	550,174.70	.00	.00	.00	550,174.70	.00
7-1311-431-00-124-793-0-312	WARE COUNTY-INDIRECT COST	1,748.59	.00	.00	.00	1,748.59	.00
7-1311-431-00-124-793-0-334	WARE COUNTY-ENG & ARCH SRV	1,667.00	779.00	.00	.00	888.00	46.73
7-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	997.60	997.60	.00	.00	.00	100.00
7-1311-431-00-124-793-0-733	WARE COUNTY-DRAINAGE DITCHES	8,379.84	.00	.00	.00	8,379.84	.00
7-1311-431-00-124-793-0-734	WARE COUNTY-SUBDIVISION STREETS	33,519.36	.00	.00	.00	33,519.36	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		754,718.99	23,992.48	1,287.59	1,287.59	729,438.92	3.35
7 YEAR		754,718.99	23,992.48	1,287.59	1,287.59	729,438.92	3.35

AI-3297

17.H.

Inter Departmental Transfer - Co. Wide Adm to CO Clerk \$6,000.00
CC REGULAR

Date: 04/10/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer (1100) from County Wide Contingency to County Clerks Department in the amount of \$6,000.00

BACKGROUND

Est. Monthly Expenditures = \$997.93
Est. Expenditures for the year 2007 = 11,980.00

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available for transfer as of 03/05/2007

Attachments

Link: Inter Departmental Transfer - Co. Wide Adm to CO Clerk \$6,000.00
Confidential documents are indicated with a **(c)**.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	04/04/2007 07:14 PM	APRV
2	Budget & Management	Dina Trevino	04/05/2007 08:50 AM	APRV
3	Sergio Cruz	Sergio Cruz	04/05/2007 10:13 AM	APRV
4	Purchasing Department	Marty Salazar	04/05/2007 11:14 AM	APRV
5	Auditor's Office	Janie Lozano	04/05/2007 11:45 AM	APRV
6	Janie Lozano	Janie Lozano	04/05/2007 02:14 PM	APRV
7	Linda Fong	Linda Fong	04/07/2007 11:12 AM	APRV
8	Court Administrator			NEW

Form Started By: Damaris San Miguel

Started On: 04/03/2007 03:06 PM

Final Approval Date:

AI-3340

17.I.

Inter Departmental Transfer
CC REGULAR

Date: 04/10/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer (1336) from C.O., 2006 Precinct #2 & #4 to C.O., 2006 County Wide in the amount of \$262,345.02.

BACKGROUND

See AI # 3022 - Purchasing

Revenue & Expenditures

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-431-00-122-030-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$627,654.98 available account balance as of 03/05/2007

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-431-00-124-029-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$1,060,000.00 available account balance as of 03/05/2007

Attachments

Link: [Interdepartmental Transfer](#)

Confidential documents are indicated with a (c).

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	04/04/2007 06:49 PM	APRV
2	Budget & Management	Dina Trevino	04/05/2007 09:01 AM	APRV
3	Sergio Cruz	Sergio Cruz	04/05/2007 11:33 AM	APRV
4	Budget & Management	Dina Trevino	04/05/2007 03:11 PM	APRV
5	Sergio Cruz	Sergio Cruz	04/05/2007 03:23 PM	APRV
6	Purchasing Department	Marty Salazar	04/05/2007 03:53 PM	APRV
7	Auditor's Office			PEND
8	Court Administrator			

Form Started By: Damaris San Miguel

Started On: 04/04/2007 05:55 PM

Final Approval Date:

DATE: April 4, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o C.O., 2006

ACCOUNT NUMBER: 7-1336-431-00-120-008-0- XXX

SUBJECT: Inter-departmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1336-431-00-122-030-0- 742	C.O.,2006 - PCT. 2 HEAVY EQUIPMENT	(131,172.51)
7-1336-431-00-124-029-0- 742	C.O.,2006 - PCT. 4 HEAVY EQUIPMENT	(131,172.51)
TO		
7-1336-431-00-120-008-0- 742	C.O.,2006 - COUNTY WIDE HEAVY EQUIPMENT	262,345.02
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: TO TRANSFER FUNDS FROM C.O., 2006 PCT. 2 & 4 INTO C.O., 2006 COUNTY WIDE ACCOUNT TO PURCHASE ONE (1) NEW BOMAG MPH362R RECYCLER STABILIZER.
REFERENCE:AI#3022 - PURCHASING

SIGNATURE

/ /

AI-3339

17.J.

Interdepartmental Transfer- Co. Wide Adm to Planning Dept. \$972.00

CC REGULAR

Date: 04/10/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Planning Dept
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of interdepartmental transfer from County Wide Administration to Planning Department in the amount of \$1,000.00.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$41,260.35 available balance as of 04-04-07. RC

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	04/04/2007 06:31 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/05/2007 08:49 AM	APRV
3	Dina Trevino	Dina Trevino	04/05/2007 03:26 PM	APRV
4	Purchasing Department	Marty Salazar	04/05/2007 03:53 PM	APRV
5	Auditor's Office			NEW
6	Court Administrator			

Form Started By: Rosie Cantu

Started On: 04/04/2007 05:33 PM

Final Approval Date:

BUDGET INTER-DEPARTMENTAL TRANSFER

DATE: April 9, 2007

AI# 3339

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT FOR PLANNING DEPT.

ACCOUNT NUMBER: 7-1100-41X-X0-X1X-00X-0-XXX

CONTACT PERSON: ROSIE CANTU **TELEPHONE NO.** (956) 292-7025

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental Transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0- 899	CO WIDE ADMIN- CONTINGENCY	(1,000.00)
TO		
7-1100-419-10-210-001-0- 745	PLANNING DEPT COMPUTER EQUIPMENT	1,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: INTER-DEPARTMENTAL TRANSFER TO FUND REMAINDER OF COST FOR COMPUTER EQUIPMENT IN RELATION TO THE GIS PROJECT. RE: CONSENT AI-3249/ 21.L.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-3337

17.K.

Inter Departmental Transfer - Pct. 2 Colonia Access Program
CC REGULAR

Date: 04/10/2007
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 interdepartmental transfer (1311) from Precinct #2 - Rancho Escondido Subdivision to Precinct #2 - LJ#1 in the amount of \$32,904.50.

BACKGROUND

Revenue & Expenditures

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-122-596-0-734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$139,957.17 available account balance as of 03/05/2007

Attachments

Link: [Inter Departmental Transfer - Pct. 2 Colonia Access Program](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel	Damaris San Miguel	04/04/2007 07:00 PM	APRV
2	Budget & Management	Dina Trevino	04/05/2007 08:51 AM	APRV
3	Sergio Cruz	Sergio Cruz	04/05/2007 10:13 AM	APRV
4	Purchasing Department	Marty Salazar	04/05/2007 11:55 AM	APRV
5	Auditor's Office	Janie Lozano	04/05/2007 02:25 PM	APRV
6	Janie Lozano	Janie Lozano	04/05/2007 02:36 PM	APRV
7	Linda Fong	Linda Fong	04/07/2007 11:14 AM	APRV
8	Court Administrator			NEW

Form Started By: Damaris San Miguel

Started On: 04/04/2007 03:25 PM

Final Approval Date:

DATE: April 4, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o Pct.#2 Colonia Access Program

ACCOUNT NUMBER: 7-1311-431-00-122-XXX-0- XXX

SUBJECT: Inter-departmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON:

25% CAP WAS TRANSFER TO THIS PROJECT AS A SHORTFALL WAS REALIZED.

SIGNATURE

/ /

AI-3341

17.L.

2007 - C.O. 2004 - Buildings & Grounds - Courthouse (1334)

CC REGULAR

Date: 04/10/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: C.O. 2004-Buildings & Grounds-Courthouse

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Agenda Item

CAPTION

Approval of 2007 appropriation of funds for Certificate of Obligation series 2004 - Buildings & Grounds - Courthouse in the amount of 7,000.00. (1334)

BACKGROUND

Revenue & Expenditures

FISCAL YEAR:

ACCT. #: 7-1334-412-40-220-010-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$7,000.00

Attachments

Link: [2007 Appropriation](#)

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

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/05/2007 09:02 AM	APRV
2	Sergio Cruz	Sergio Cruz	04/05/2007 10:13 AM	APRV
3	Purchasing Department	Marty Salazar	04/05/2007 11:57 AM	APRV
4	Auditor's Office			NEW
5	Court Administrator			

Form Started By: Dale Kennan

Started On: 04/05/2007 08:42 AM

Final Approval Date:

ATTEST COUNTY CLERK

AI-3348
CJD Juvenile Justice
CC REGULAR

17.M.

Date: 04/10/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Buddy Silva
Department: BUDGET & MANAGEMENT

Agenda Item

CAPTION

Discussion, consideration, and approval of the C.J.D. Juvenile Justice Accountability Block Grant- Early Intervention Project application for the 2008 FY. The total funding is in the amount of \$50,254 of which \$35,254 is grant funding and \$15,000 is County local match.

BACKGROUND

Revenue & Expenditures

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	Started On: 04/05/2007 05:29 PM	
			Final Approval Date: 04/05/2007	
