AI-5086 **7.B.**

SDI-FP Amended Grant Contract
CC REGULAR

Date: 08/21/2007
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to accept the attached amended SDI-FP Grant Contract #2007-020494 Attachment #001B in the amount of $112,196.00 for a total award of $736,358.00 for the period 9/1/2006 to 8/31/2007.
2. Requesting authorization and approval of the attached revised SDI Grant Budget for the period 9/1/2006 to 8/31/2007 (Account # 7-1293-441-00-340-018-7).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1293-441-00-340-018-7-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Grant Appropriation of $112,196.00 for the SDI Grant for the period of 9-1-06 to 8-31-07 (see attached BA).

Revenue Acct # 7-1293-334-00-340-018-7-000 - SDI Revenues

Attachments

Link: SDI-FP Grant Contract
Link: 5086 BA SDI Grant Health Dept 8-21-07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 09:22 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/15/2007 10:43 AM	APRV
3	Purchasing Department	Marty Salazar	08/15/2007 01:25 PM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 03:53 PM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 04:17 PM	APRV

Form Started By: Dan Beltran Started On: 08/15/2007 08:47 AM

Final Approval Date: 08/17/2007

DEPARTMENT OF STATE HEALTH SERVICES

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS
COUNTY OF TRAVIS

Contract No. 2007-020494
Contract Change Notice No. 001B

The TEXAS DEPARTMENT OF STATE HEALTH SERVICES, hereinafter referred to as DSHS, did heretofore enter into a contract in writing with HIDALGO COUNTY HEALTH DEPARTMENT hereinafter referred to as Contractor. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION: ATT NO. 001B : SDI - FEE FOR SERVICE

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity for and in behalf of:

DEPARTMENT OF STATE HEALTH SERVICES

By:_____
Signature of Authorized Official

_____
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

HIDALGO COUNTY HEALTH DEPARTMENT

By:_____
Signature

_____
Date

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

CSCU - Rev. 6/06

DOCUMENT NO. 2007-020494-
ATTACHMENT NO. 001B
PURCHASE ORDER NO. 0000320081

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: SDI - FEE FOR SERVICE

TERM: 09/01/2006 THRU: 08/31/2007

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2007-020494-001A as written below. All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this Contract and the terms of this Amendment, this Amendment shall control.

SECTION IV. BUDGET, is revised with the following:

Contractor shall adhere to the current schedule of allowable services and rates as referenced in this contract Attachment.

Contractor may bill up the maximum amount specified below for each of the services funded by this contract Attachment.

TITLE V MCH FEE-FOR-SERVICE

Payments for Title V Maternal and Child Health Fee-For-Service will not exceed: $332,919.00.

TITLE V FAMILY PLANNING FEE-FOR-SERVICES

Payments for Title V Family Planning Fee-For-Services will not exceed: $339002.00.

TITLE XX

Payments for Title XX Family Planning services will not exceed: $0.00.

PRIMARY HEALTH CARE

Payments for Primary Health Care services will not exceed: $0.00.

TUBERCULOSIS ELIMINATION

Payments for Tuberculosis Elimination Fee-For-Service will not exceed $64437.00.

Total payments will not exceed ~~$624,162.00~~ $736,358.00

DATE: August 14, 2007

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 7-1293-441-00-340-018-7 (SDI Grant Contract)

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
7-1293-441-00-340-018-7-604	Drugs, Meds, Lab Supplies	$ 100,000.00
7-1293-441-00-340-018-7-601	Office Supplies	$ 12,196.00
	TOTAL BUDGET	$ 112,196.00

INCREASE REQUEST $

Revenue Account # 7-1293-334-00-340-018-7-000 - SDI Revenues

REASON: Implement revised SDI Grant Contract Budget for the period 9/1/2006 - 8/31/2007.

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-5087 **9.A.**

Constr. contract - City of Alamo
CC REGULAR

Date: 08/21/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Requesting authority to award and enter into a Construction Contract with Rigney Construction, LLC (lowest bidder meeting all specifications and/or requirements) for the construction of restroom/concession facilities to be located at the Alamo Sports Complex in the City of Alamo in the amount of $228,000.00

BACKGROUND

Hidalgo County Pct. 1 through Urban County Program 2006 (Year 19) Parks, Recreational Facilities activity will contribute CDBG funds in the amount of $125,000.00 as approved by Commissioners Court through an Interlocal Agreement on April 2, 2007. The City of Alamo will contribute a total of $103,000.00 from its general fund. The total construction contract award shall be $228,000.00. (Project carried by: Alcocer Garcia Associates Design Consulting).

See attached recommendation by City, Pct 1 and the project engineer.

Contractor: Rigney Construction, LLC.
Contract Amount: $228,000.00
Funds Available: $125,000.00 (Year 19 2006)
City of Alamo G/F: $103,000.00

Fiscal Impact

Attachments

Link: Sports Complex

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 09:38 AM	APRV
2	Dale Kennan	Dale Kennan	08/15/2007 10:09 AM	APRV
3	Purchasing Department	Marty Salazar	08/15/2007 02:25 PM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 11:23 AM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 01:26 PM	APRV

Form Started By: Estella Webber — Started On: 08/15/2007 08:49 AM

Final Approval Date: 08/17/2007

BID TABULATION for
2 Restroom Buildings
at Sports Complex / Community Park
Alamo,Texas

Bid Date: July 25, 2007
Bid Time: 9:30 AM (cst)
Bid Location: Hidalgo County Purchasing Department
100 E. Cano, 4th Floor, Administration Building
Edinburg Texas 78539

Bidder	Base Bid	Deductive Alternate No.1	Deductive Alternate No.2	Bid Bond	Addendum
Rigney Construction	$228,000.00	$22,000.00	$18,000.00	Y	1 √, 2 √
DMC General Contractor	$253,675.00	$20,425.00	$35,250.00	Y	1 √, 2 √
KMCC, INC.	$283,361.00	$31,568.00	$40,516.00	Y	1 √, 2 √
Meza Enterprises, Inc.	$309,000.00	$18,000.00	$24,540.00	Y	1 √, 2 √
The 5125 Company	$388,888.88	$31,000.00	$48,000.00	Y	1 √, 2 √

JUL-26-07 THU 09:20 ALCOCER.GOLEMON.ARCHITET 6182008 P.02

RECEIVED
JUL 25 2007
PURCHASING DEPT.

BID

Project: **2 RESTROOM BUILDINGS**
Alamo Sports Complex / Community Park
City of Alamo, Texas
Hidalgo County Project/Bid No. 5006-91-0306-5000-9100

PROPOSAL FROM: Rigney Construction & Development LLC

TO : County of Hidalgo
100 E. Cano
Edinburg, TX , Tx 78539

Having fully examined the Instruction to Bidders, the General and Supplemental Conditions, Bonds Requirements, Specifications and Drawings related to the above project, as well as the site and conditions affecting the work, bidder proposes to furnish all materials, equipment and labor called for by the entire and completed work in accordance with before mentioned documents for the sum of:

BASE BID: Two Hundred & Twenty Eight Thousand DOLLARS
(In words)
($ 228,000.00)
(In figures)

ALTERNATES (DEDUCTS):

The Owner may deduct the following amounts from the Base Bid figure. Deducts shall be selected in the order listed below.

Deductive Alternate No.1, Concrete Sidewalks, deduct the amount of $ 22,000.00

Deductive Alternate No.2, Asphalt Paving, deduct the amount of $ 18,000.00

The Undersigned hereby declares that he has visited the Site and has carefully examined the Drawings, Specifications, Contract Documents and Bidding Documents related to the Work covered by his Bid.

Upon receipt of " NOTICE OF AWARD ", the Undersigned will immediately execute the formal Contract (Agreement). Bidder agrees to commence the work within 10 days of receipt of "NOTICE TO PROCEED" and to complete the construction of the project within 180 calendar days of the starting date to be stated in the "NOTICE TO PROCEED".

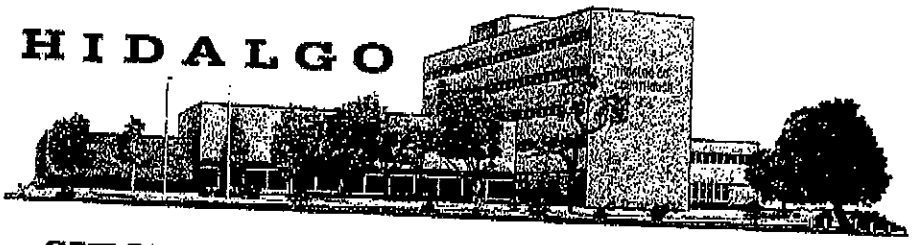
The Proposal, the Agreement, the Drawings, the General Conditions, Supplementary General Conditions, the Specifications and any Addenda shall all become a part of the Contract.

Bidder acknowledges receipt of the following addenda: 1 & 2

If Bidder is notified of the acceptance of this Bid Proposal within sixty (60) calendar days after bid opening, bidder will enter into an agreement with the County of Hidalgo, Texas joined by the City of Alamo, Texas.

JUL 26 2007

COUNTY of HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

Monday, August 13, 2007

Hidalgo County
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Attention: Mrs. Linda Sandoval

Dear Mrs. Sandoval:

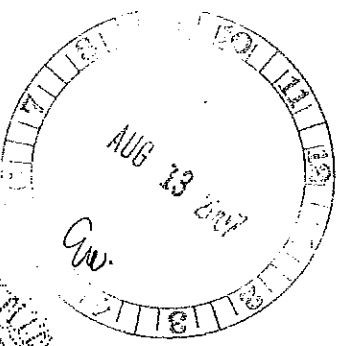
Pct. 1 will be contributing funds in the amount of $125,000 to the Alamo Sports Complex for the construction of two restrooms and concession. The City of Alamo Board of Commissioners at the Regular Meeting of August 7, 2007 voted to approve the lowest bid in the amount of $228,000.00 to Rigney Construction, LLC. The remaining $103,000.00 will be paid from the City's general fund.

We are requesting that you please place this bid approval for the Alamo Sports Complex on the agenda for the upcoming Commissioner's Court Meeting, scheduled for August 20, 2007.

Sincerely,

Joseph Palacios

Joseph Palacios
Chief Administrator
Pct. 1





Rudy Villarreal
Mayor

Robert de la Garza
Mayor Pro-Tem

Jesus "Jesse" Vela
Commissioner

Diana Martinez
Commissioner

Victor Perez
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

August 8, 2007

Mrs. Linda Sandoval, C.D. Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr Texas 78577

Re: PFI-Parks, Recreational Facilities-Concession/Restroom Facility

Dear Linda:

This is to inform you that the Board of Commissioners at the Regular Meeting of August 7, 2007 voted to approve the lowest bid in the amount of $228,000.00 to Rigney Construction, LLC. This is for the construction of the above referenced project. As you are aware, Urban County Program funds from Precinct No.1 in the amount of $125,000.00 was allocated for this project. The balance of $103,000.00 will be paid from the City's general fund.

We respectfully request that this be placed on the agenda of the next County Commissioner's Court Meeting for appropriate action.

If you need additional information or have any questions, please call me at (956) 787-0006 ext.106.

Sincerely,

Jaime S. Sandoval
Community Planning & Development Director

Enclosure

CC: Luciano Ozuna, Jr., City Manager
Nestor Mata, Accountant
File

AUG 9

420 N. Tower Road • Alamo Texas 78516 (956) • 787-0006 •(956) • 787 • 6807 fax
"This institution is an equal opportunity provider, and employer."

AGADC 10125 N. 10th Street McAllen, Texas 78504 Tel: 956 .618.2007 FAX: 956.618.2008
Alcocer Garcia Associates Design Consulting

October 27, 2005

Luciano Ozuna, City Manager
City of Alamo
423 N. Tower Rd.
Alamo, TX 78516

Re: **2 Restroom Buildings,**
Sports Complex / Community Park, Alamo, Texas

Dear Mr. Ozuna,

Enclosed is the tabulation of bids received by the City for the referenced project. All bids were submitted in accordance with the bidding requirements. Rigney Construction, L.L.C. submitted the lowest Base Bid in the amount of $ 228,000.00. The Base Bid figure includes the concrete sidewalks and the asphalt paving shown on the plans.

Enclosed is a copy of Rigney's Statement of Qualifications. We are familiar with this company's reputation and performance capability. The company recently completed our project for remodeling the 398th District Court at the Hidalgo County Courthouse. All aspects of the project went very well.

Based on the above, we recommend accepting the Base Bid amount as being the most advantageous for the City, rather than deleting the sidewalks or the paving from the project, and that the City award the Construction Contract to Rigney Construction, L.L.C.,, in the amount of the Base Bid figure of $ 228,000.00.

We thank you for your attention to the above, please advise at earliest date possible.

Sincerely,

George A. Garcia
Project Architect

encl

AUG 9

AI-5090 **9.B.**

Contracts - H.Rehab

CC REGULAR

Date: 08/21/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the rehabilitation of one (1) unit in the Countywide area in the amount of $31,592.00 to R & R General Contractors, the reconstruction including demolition of one (1) unit in the City of Mercedes in the total amount of $31,592.00 to R & R General Contractors.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on June 25, 2007. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, August 8, 2007 for the reconstruction including demolition of one (1) unit being in the Countywide area and one (1) unit in the City of Mercedes. A review and tabulation of bids revealed that R & R General Contractors was the lowest bidder for the Countywide project in the amount of $31,592.00 and the City of Mercedes project in the amount of $31,592.00.
(See attachments)

Fiscal Impact

Attachments

Link: Contracts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 09:39 AM	APRV
2	Dale Kennan	Dale Kennan	08/15/2007 10:49 AM	APRV
3	Purchasing Department	Marty Salazar	08/15/2007 02:25 PM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	PEND

Form Started By: Estella Webber — Started On: 08/15/2007 09:08 AM

Final Approval Date: 08/17/2007

URBAN COUNTY PROGRAM

Hidalgo County Commissioner's Court
Agenda Request Form

Date: August 13, 2007

Meeting Date Request: August 21, 2007

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

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME PROGRAM

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

Diana R. Serna, Urban County Director

AGENDA:

The Urban County Program is requesting the award of bids and approval of contracts for the rehabilitation of one (1) unit in the Countywide area in the amount of $31,592.00 to R & R General Contractors, the reconstruction including demolition of one (1) unit in the City of Mercedes in the total amount of $31,592.00 to R & R General Contractors.

STAFF COMMENTS & RECOMMENDATION:

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on June 25, 2007. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, August 8, 2007 for the reconstruction including demolition of one (1) unit being in the Countywide area and one (1) unit in the City of Mercedes. A review and tabulation of bids revealed that R & R General Contractors was the lowest bidder for the Countywide project in the amount of $31,592.00 and the City of Mercedes project in the amount of $31,592.00.

CONTRACTOR	APPLICANT	CASE NO.	CITY	FUNDING YEAR	LOCATION OF PROPERTY
R & R General Contractors $31,592.00	Salvador Ledesma & Consuelo Villalon Rehabilitation Deferred Loan – Disabled	CW 85-07-08	Countywide Precinct #1	HOME 2006	A 0.33 acre tract of land being part of the West Twenty (20) acres and the West Twenty Feet (20') of the East Twenty (20) acres of Farm Tract 581, Block 153, West tract subdivision, Hidalgo County, Texas
R & R General Contractors $31,592.00	Eva E. Cortez Reconstruction Deferred Loan - Disabled	ME 50-07-01	Countywide Precinct #1	HOME 2006	All of Lot two (2), Block E, Ebony Park Subdivision to the City of Mercedes, Hidalgo County, Texas.

Approval is recommended by staff: HOME Manager _____ Finance Manager _____

Please initial for approval:

Legal Council _____ Budget _____ Human Resources _____

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

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

Comments:

Action Taken by Commissioners' Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Vote_____

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

BID OPENING DATE: August 8, 2007 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION "Housing Rehabilitation Grant # M-04-UC-48-0501"

BID NO.	BIDDER/COMPANY NAME	Name of Homeowner	TOTAL BID AMOUNT	Bid Bond/Cashier's Check Included
1	Quality Investment	Eva Cortez	$39,499.99	√
		Slavador Lederma, Consuelo Villalon	$37,999.99	
2	R & R Constractor	Eva Cortez	$31,592.00	√
		Salvador, Lederma, Consuelo Villalon	$31,592.00	
3	Rolando's General Construction			√
		Salvador Lederma Consuela Villalon	$39,995.00	
4	Hugo De Leon Construction	Eva Cortez	$38,800.00	√
5	Gustavo DeLeon			√
		Salvador Lederma, Consuela Villalon	$36,900.00	

AI-5116 **9.C.**

Street Improvements Project thru UCP - Pct. 4
CC REGULAR

Date: 08/21/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Precinct #4) for the purposes of ranking by CC in connection with an Urban County Program Street Improvements project in Precinct No. 4.
2. Authority to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for the provision of engineering services for a Precinct No. 4 Street Improvements project.

BACKGROUND

Hidalgo County Precinct No. 4 has rated three engineering firms from the County's approved "pool". Quintanilla, Headley & Associates, Rio Delta Engineering, and Melden & Hunt, Inc., were graded and evaluated for the 2006 Street Improvements project construction of Hinojosa Road.

See attached scoring grid for your review.

Fiscal Impact

Attachments

Link: Street Imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 04:35 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/16/2007 07:33 AM	APRV
3	Purchasing Department	Marty Salazar	08/16/2007 11:11 AM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 11:26 AM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 01:26 PM	APRV
Form Started By: Estella Webber			Started On: 08/15/2007 03:18 PM	
Final Approval Date: 08/17/2007				

Hidalgo County Precinct No. 4
Professional Engineering Services
Street Improvements- Hinojosa Road
FY 19
Grading-Ranking Grid

CRITERIA	Quintanilla Headley & Associates			Rio Delta Engineering			Melden & Hunt, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	24	25		24	22		22	22	
Methodology	18	19		19	18		18	19	
Staffing/Capacity to Perform	19	19		17	17		18	19	
Understanding Projects	23	25		23	22		22	22	
Familiarity w/Applicable Rules & Regulations	10	10		10	09		09	10	
TOTALS	94	98		93	88		89	92	
AVERAGES	96%	96%		90.5%	90.5%		90.5%	90.5%	
RANKING	1	1		2	2		2	2	

AI-5117 **9.D.**

Park Improvement Project thru UCP - City of La Joya
CC REGULAR

Date: 08/21/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Presentation of the scoring grid (of at least three (3) architectural firms from the County's approved "pool" as graded, evaluated and recommended by the City of La Joya) for the purposes of ranking by CC in connection with the design and construction of a proposed recreation center;

2. Authority to negotiate a professional architectural services contract with the No. 1 ranked firm of _____ for the provision of architectural services for the City of La Joya Park Improvements/Recreation center project.

BACKGROUND

The City of La Joya has evaluated (3) architectural firms from the County's approved "pool". Alcocer Garcia Associates, IDEA Group, and Mata Villarreal-Garcia Design Group were graded for the Parks Improvement Project at La Joya City Park.

Attached is the scoring grid for your review.

Funds Available: **$380,086.73**

Fiscal Impact

Attachments

Link: Park Imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 04:39 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/16/2007 08:05 AM	APRV
3	Purchasing Department	Marty Salazar	08/16/2007 12:01 PM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 11:27 AM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 01:26 PM	APRV

Form Started By: Estella Webber — Started On: 08/15/2007 03:28 PM

Final Approval Date: 08/17/2007

CITY OF LA JOYA
ARCHITECTUAL SERVICES
(PARK IMPROVEMENT FACILITY)
GRADING-RANKING GRID

CRITERIA	Alcocer Garcia Associates 1335 East Jasmine Avenue McAllen, Texas 78501			IDEA Group 1409 Galveston Ave. McAllen, Texas 78501			Mata Villarreal-Garcia Design GroupLLC 201 S. 10th St., Suite 2 McAllen, Texas 78501		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	51	51		45	45		42	41	
Work Performance	23	23		22	20		19	20	
Capacity to Perform	14	13		12	11		10	11	
Affirmative Action	5	5		4	4		3	4	
TOTALS	**93**	**92**		**83**	**80**		**74**	**76**	
AVERAGES		**92.5%**			**81.5%**			**75%**	
RANKING		**1**			**2**			**3**	

AI-5101 **10.A.**

Planning Department
CC REGULAR

Date: 08/21/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. Preliminary Approval
   A. Evergreen Valley Estates Phase 4 Pct. 4 (Tillman Welch)(Mile 19 North Rd. & 3rd Street)
   B. Evergreen Valley Estates Phase 5 Pct. 4 (Tillman Welch)(Mile 19 North Rd. & Skinner Rd.)
   C. Cardinal Delta No. 2 Subdivision Pct. 3 (Franz Reinhold)(Iowa Rd & Mile 7 Rd)
   D. La Avispa Estates Phase I Subdivision Pct. 1(Saul Ortega)(Mile 4 West Rd & Mile 17 ½ Rd)

2. Final Approval with Financial Guarantee
   A. Pastos Verdes Subdivision Pct. 1 (Kevin Campbell)(Sioux Rd & Border Rd)
   B. Texas Station Phase 2 Subdivision Pct. 4 (Oscar Garza)(FM 2812 & Sharp Rd.)

BACKGROUND

Fiscal Impact

Attachments

Link: Evergreen Valley 4 - Prelim.
Link: Evergreen Valley 4 - P Plat
Link: Evergreen Valley 5 - Prelim.
Link: Evergreen Valley 5 - P Plat
Link: Cardinal Delta 2 - Prelim.
Link: Cardinal Delta - P Plat
Link: La Avispa Estates - Prelim.
Link: La Avispa Estates - P Plat

Link: Pastos Verdes - Final
Link: Pastos Verdes - F Plat
Link: Texas Station 2 - Final
Link: Texas Station 2 - F Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 04:35 PM	APRV
2	Rey Salazar	Rey Salazar	08/16/2007 10:34 AM	APRV
3	Purchasing Department	Marty Salazar	08/16/2007 11:07 AM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 11:38 AM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 01:26 PM	APRV

Form Started By: Nora Cavazos Started On: 08/15/2007 11:45 AM

Final Approval Date: 08/17/2007

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ANNING 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: August 15, 2007

RE: **Evergreen Valley Estates Phase 4 Subdivision – Pct. 4**
Preliminary Approval

Evergreen Valley Estates Phase 4 is a ten (10) lot subdivision located South of Mile 20 North Road and North side of Mile 19 North Road approximately 2640.50 feet East and 1320.25feet to the West of 3rd Street.

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 August 02, 2007. The proposed subdivision lies within Zone ñXò as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 19 North Road and twenty (20) feet on Skinner Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

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

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 13, 2007** subject to staff comments and future recommendations by Planning and other departments.

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G OF ITEMS LACKING
NG SUBDIVISION REVIEW

Valley Estates Phase IV 1st 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	**1ST SHEET COMMENTS:** Label proposed and existing easements on drawing	08-08-07	CP
B	Provide distance for the west property line (apply to all sheets)	"	"
C	Show contour lines on drawing at one foot interval .	"	"
D	Trim easement line for Willacy county water control and improvement district no. 1 to stop at the new north right of way line.	"	"
E	PLAT NOTES: #7) complete drainage calculations provide complete plat notes for the following: #9) all public utilities…… #10) drainage swale easement note….. #16) an off-street parking lot siteplan	"	"
F	MEETS AND BOUNDS: Label point of beginning on drawing and label monuments mentioned on 2nd and 3rd call outs.	"	"
G	Provide property legal description underneath subdivision name	"	"
H	Provide North Alamo Right of Way Easement note for exclusive easements.	"	"
I	Vicinity Map needs to be to scale and show existing surrounding subdivision.	"	"
J	On location of subdivision description • Correct subdivision name • Verify distance given for intersection on 3rd street. • Correct city population as per 2005 census to 62,735	"	"
K	Index to sheet: (correct sheet numbering) SH-1: add engineering certification SH-2: add subdivider certificate and statement	"	"
L	**2ND SHEET COMMENTS:** Provide crossing permit from water control and improvement district no.1	"	"
M	Show assign ossf area on all lots.	"	"
N	Construction details have to coincide with drawings.	"	"
O	*water engineering report:* • Describe how proposed waterline taps into both existing lines and give approximate location.	"	"
P	Verify cost amounts and installation dates prior to final review for both water and sewer engineering reports.	"	"

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Q	All modification on water and sewer reports must be reflected on Spanish version.	"	"
R	**3RD SHEET COMMENTS:** Drainage swale easement is encroaching Willacy County Water Control easement	"	"
S	Label and dimension existing road conditions for skinner road and Mile 19 north road.	"	"
T	Label for contractor to regrade roadside ditch on mile 19 north Rd and Skinner Road	"	"
U	Provide spot topography and contour line elevations.	"	"
V	Show natural water flow arrows.	"	"
W	Verify and correct legal description underneath subdivision name it does not coincide with property	"	"
X	***Summit the following documents:*** • **Approved drainage report.** • **Noi application** • **Waterline Crossing permit from Willacy county water control and improvement district no 1** • **Right of way approval**	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

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EVERGREEN VALLEY ESTATES PHASE IV

AN 11.398 ACRE TRACT OF LAND BEING THE SOUTH 11.398 ACRES OF LOT 14, BLOCK 59, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1591750, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A ½" IRON ROD ON TOP OF CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE CENTERLINES OF MILE 19 NORTH ROAD AND SKINNER ROAD FOR THE SOUTHEAST CORNER OF LOT 14 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°40'W, ALONG THE SOUTH LINE OF LOT 14 AND THE CENTERLINE OF MILE 19 NORTH ROAD, A DISTANCE OF 1,320.25 FEET (MAP RECORD: 1,320.00 FEET) TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4656 SET FOR THE SOUTHWEST CORNER OF LOT 14 AND THE SOUTHWEST CORNER OF THIS TRACT.

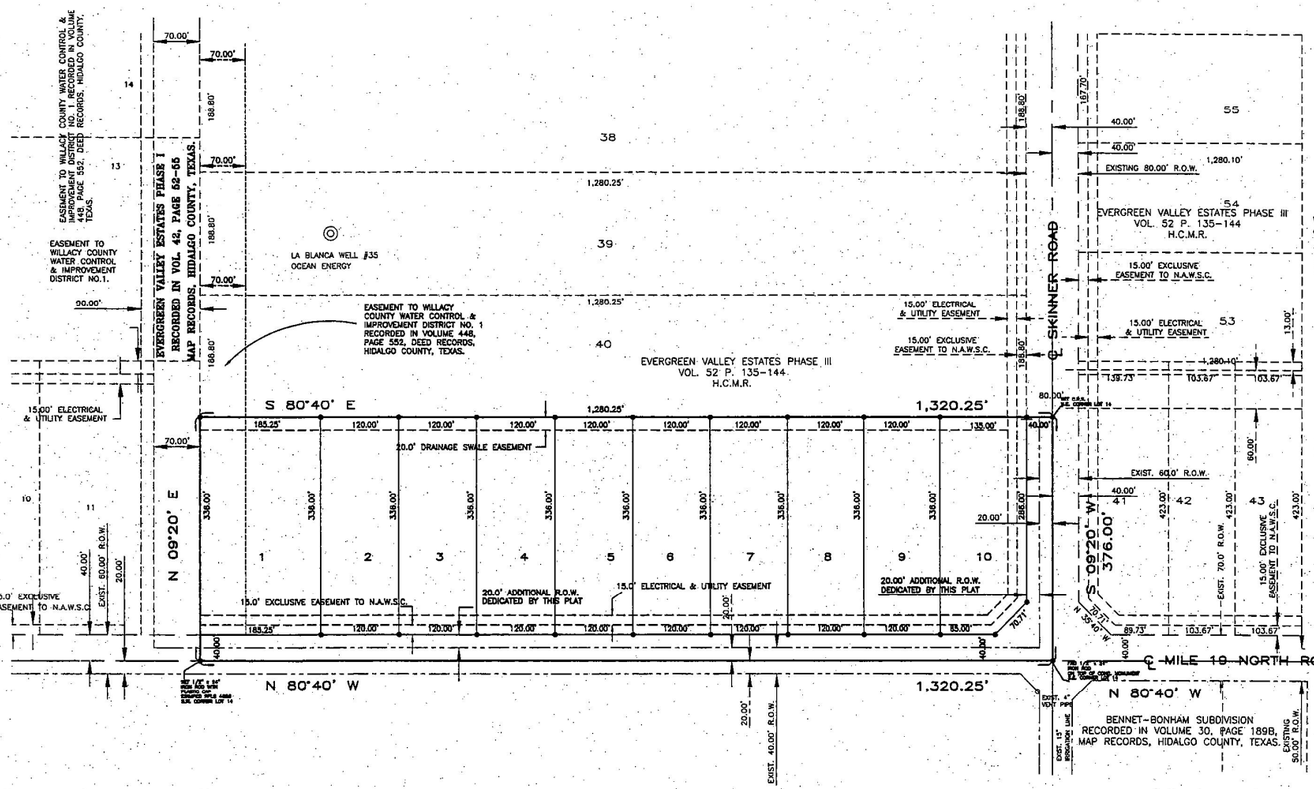
THENCE; N 09°20'E, ALONG THE WEST LINE OF LOT 14, PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4656 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 19 NORTH ROAD, A TOTAL DISTANCE OF 376.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF EVERGREEN VALLEY ESTATES PHASE III (RECORDED IN VOLUME 52, PAGES 135-144, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°40'E, ALONG THE SOUTH LINE OF EVERGREEN VALLEY ESTATES PHASE III, PASSING A ½" IRON ROD FOUND AT 1,280.25 FEET FOR THE WEST RIGHT OF WAY LINE OF SKINNER ROAD, A TOTAL DISTANCE OF 1,320.25 FEET (MAP RECORD: 1,320.00 FEET) TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 14 AND IN THE CENTERLINE OF SKINNER ROAD FOR AN INTERIOR CORNER OF EVERGREEN VALLEY ESTATES PHASE III AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°20'W, ALONG THE EAST LINE OF LOT 14 AND THE CENTERLINE OF SKINNER ROAD, A DISTANCE OF 376.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.398 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH EVERGREEN VALLEY ESTATES PHASE II, RECORDED IN VOLUME 47, PAGES 85-97, MAP RECORDS, HIDALGO COUNTY, TEXAS.

SCALE: 1" = 100'



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

I, TILLMAN WELCH AS OWNER OF THE 11.369 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EVERGREEN VALLEY ESTATES PHASE IV, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

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

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

TILLMAN WELCH, PRESIDENT
EVERGREEN VALLEY, INC.
3714 S. EXPRESSWAY 281
EDINBURG, TEXAS 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMAN WELCH proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

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

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2008

LILIA A. QUINTANILLA-Notary Public

THIS PLAT IS APPROVED BY DELTA LAKE IRRIGATION. DISTRICT ON THIS ____ DAY OF _____, 20__

SECRETARY

PRESIDENT

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

WE THE UNDERSIGNED CERTIFY that this plat of the EVERGREEN VALLEY ESTATES PHASE IV 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 COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock ____ M.on _____, _____, and was recorded in Book _____, Sheet(s) _____ the Plat Records of Hidalgo County at _____ o'clock ____ M on _____, _____

Hidalgo County Clerk

STATE OF TEXAS
COUNTY OF HIDALGO

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

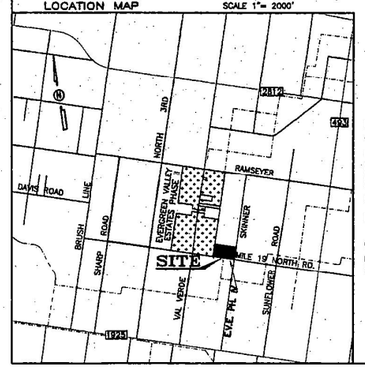
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

EULALIO RAMIREZ
77082
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

8-2-07
EULALIO RAMIREZ
P.E. No. 77082

1. — THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
2. — TILLMAN WELCH, THE OWNER & SUBDIVIDER OF EVERGREEN VALLEY ESTATES PHASE IV RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.___ OF THIS PLAT.
3. — AN OFF-STREET PARKING LOT SITEPLAN SHALL BE REQUIRED ON COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.

LOCATION MAP — SCALE 1"= 2000'



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

EVERGREEN VALLEY ESTATES PHASE IV, IS LOCATED IN THE MIDDLE HIDALGO COUNTY ON THE SOUTH SIDE OF MILE 19 NORTH ROAD AND NORTH SIDE OF MILE 19 NORTH ROAD, AND APPROXIMATELY 2640.50 FEET TO THE EAST AND 1320.25 TO WEST SIDE OF 3RD STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 48,465). EVERGREEN VALLEY ESTATES PHASE II, LIES APPROXIMATELY 3 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNERS:	TILLMAN WELCH, PRESIDENT	3714 S. EXPRESSWAY 281	EDINBURG, TEXAS 78539	(956)381-9841	(956)381-0671
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6460	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6460	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6460
FAX 956-381-0527

LOT	AREA (S.F.)	AC.
1	82,244	1.43
2-9	40,330	0.93
10	44,100	1.00

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
4656
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

ALFONSO QUINTANILLA
R.P.L.S. No. 4656

8-1-07
DATE

INDEX TO SHEETS

SHEETS 1-7 .- HEADING INDEX: LOCATION MAP AND ET.; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, ENGINEERS CERTIFICATION, ATTESTATION: COUNTY CLERK'S, COUNTY JUDGE, H.C.D.D.N.1., DELTA LAKE IRRIGATION DISTRICT RECORDING CERTIFICATE: REVISION NOTES.

SHEETS 8-13 .- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS): DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

SHEET 1 OF 3

FILENAME \F\DATA\SUBD.\HOD.CO.\EVERGREEN VALLEY No. 4\EVERGREEN-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JULY 30, 2007	CRANO L.		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

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ANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissionerôs Court

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

DATE: August 15, 2007

RE: **Evergreen Valley Estates Phase 5 Subdivision – Pct. 4**
Preliminary Approval

Evergreen Valley Estates Phase 5 is a sixty (60) lot subdivision located approximately 1300 feet North of Mile 19 and Skinner Road intersection.

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 August 02, 2007. The proposed subdivision lies within Zone ñXò as per FEMAôs FIRM.

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

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

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

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 13, 2007** subject to staff comments and future recommendations by Planning and other departments

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OF ITEMS LACKING
G SUBDIVISION REVIEW

Evergreen Valley Estates Phase V 1st Review Page 1 of 2

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

Item Log #	Description of Item	Date	Logger's Initials
A	**1ST SHEET COMMENTS:** PLAT NOTES: #2)correct word inside to outside #5) rear set back should be 15.0 ft or easement whichever is greater #7) complete drainage calculations #8)provide a benchmark with in subdivision (concrete slab with disk) Additional note: #) no access from Skinner Rd. onto lots 13 thru 20	08-08-07	CP
B	MEETS AND BOUNDS: Label point of beginning on drawing and label monuments mentioned on 3rd call out.	"	"
C	Vicinity Map needs to be to scale and show existing surrounding subdivision.	"	"
D	On location of subdivision description • Correct main intersection street name • Provide approximate distance from mention intersection.	"	"
E	Index to sheet: SH-2: add subdivider certificate and statement	"	"
F	**2ND SHEET COMMENTS:** Label proposed and existing easements on drawing.	"	"
G	Show contour lines on drawing at one foot interval.	"	"
H	Is 10.0 ft. delta irrigation easement being dedicatd by this plat or is it existing please label total easement width.	"	"
I	Provie street names and verify with 911 department to prevent street names being duplicated.	"	"
J	Provide distances between internal street intersections.	"	"
K	**3RD SHEET COMMENTS:** Provide waterline crossing permit from right of way department.	"	"
H	Delete owner's dedication and instead provide subdivider certificate and statement.	"	"
I	*water engineering report:* Provide correct street names and check spelling.	"	"
J	Verify cost amounts and installation dates prior to final review for both water and sewer engineering reports.	"	"
K	All modification on water and sewer reports must be reflected on Spanish version.	"	"
L	**4TH SHEET COMMENTS:** Provide spot topography and contour line elevations.	"	"

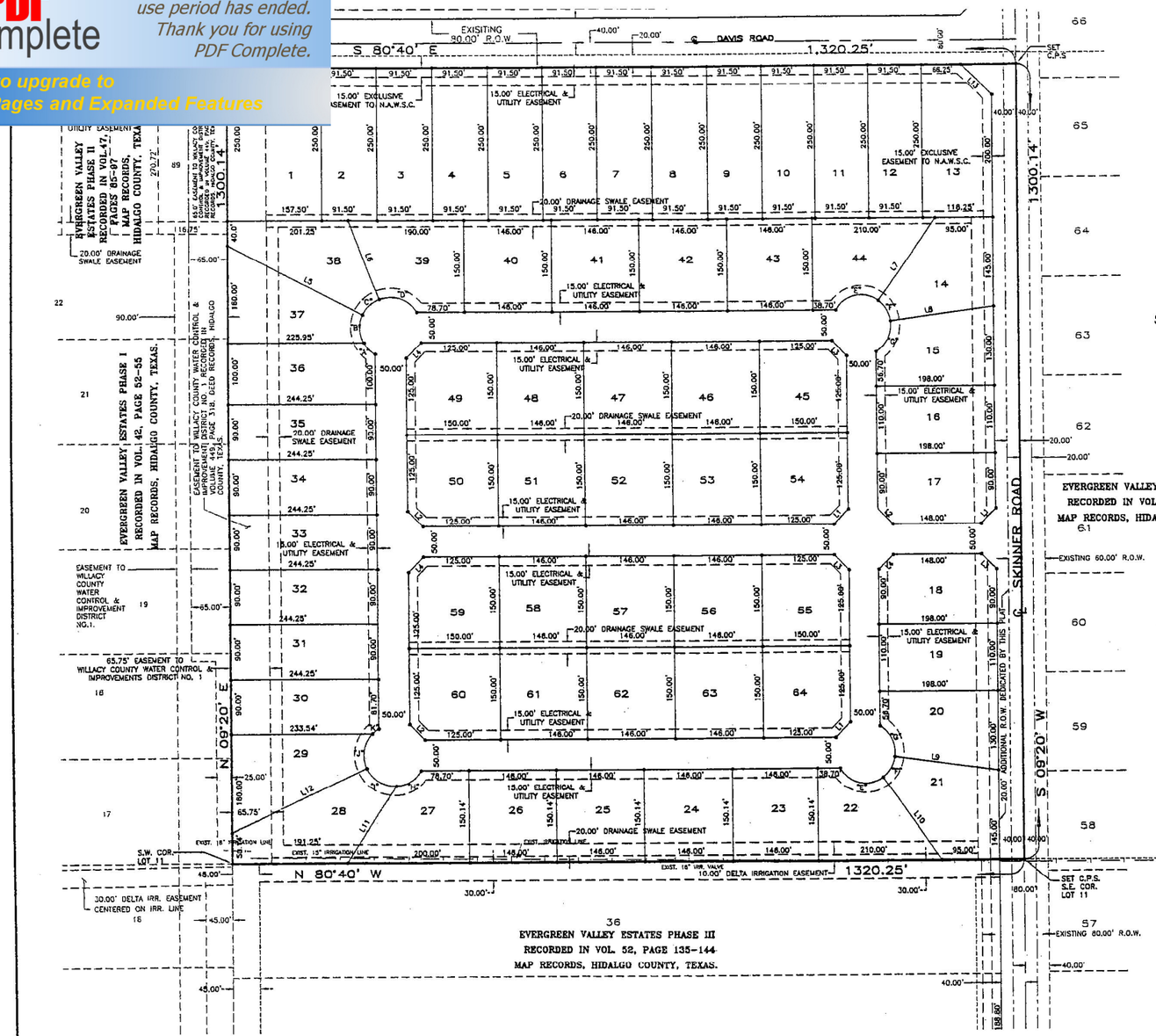
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M	Label for contractor to regrade roadside ditch on Davis and Skinner Road	"	"
N	Show natural water flow arrows.	"	"
O	Provide culvert with safety end treatments on intersection of Skinner Rd and internal street.	"	"
P	Provide discharge crossing section detail with invert flow.	"	"
Q	Correct panel number on engineer certification.	"	"
R	***Summit the following documents:*** • **Discharge permit** • **Noi application** • **Waterline Crossing permit from right of way department**	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

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EVERGREEN VALLEY ESTATES PHASE V

A 39.406 ACRE TRACT OF LAND BEING THE SOUTH 39.406 ACRES OF LOT 11, BLOCK 89, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1591750, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.



LOT	AREA (S.F.)	AREA (AC.)
1	39,375.00	0.904
2-12	22,875.00	0.525
13	27,812.50	0.638
14	23,473.05	0.539
15	22,210.11	0.501
16	21,780.00	0500
17-18	22,145.00	0.508
19	21,780.00	0.500
20	22,210.11	0.501
21	23,494.84	0.539
22	21,949.10	0.504
23-26	21,920.44	0.503
27	22,290.10	0.512
28	24,167.37	0.555
29	21,933.69	0.504
30-35	21,982.50	0.505
36	24,228.03	0.556
37	22,939.80	0.527
38	22,191.76	0.509
39	23,019.00	0.528
40-43	21,900.00	0.503
44	21,942.88	0.504
45	22,187.50	0.509
46-48	21,900.00	0.503
49-50	22,187.50	0.509
51-53	21,900.00	0.503
54-55	22,187.50	0.509
56-58	21,900.00	0.503
59-60	22,187.50	0.509
61-63	21,900.00	0.503
64	22,187.50	0.509

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°20'00" W	35.35'
L2	S 35°40'00" E	35.35'
L3	S 35°40'00" E	35.35'
L4	N 54°20'00" W	35.35'
L5	N 53°41'40" W	251.23
L6	N 11°54'05" W	137.75'
L7	N 45°30'58" E	166.82'
L8	N 88°19'43" E	175.00
L9	S 73°00'17" E	175.00
L10	S 26°49'18" E	186.93
L11	S 41°59'56" W	148.71'
L12	S 74°25'48" W	246.85'
L13	S 35°40'00" E	70.71'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	30°00'00"	50.00'	26.18'
"B"	54°54'12"	50.00'	47.91'
"C"	43°51'44"	50.00'	38.28'
"D"	81°14'05"	50.00'	70.89'
"E"	96°10'58"	50.00'	83.94'
"F"	46°09'19"	50.00'	40.28'
"G"	67°39'43"	50.00'	59.05'
"H"	57°24'13"	50.00'	50.09'
"I"	67°41'38"	50.00'	59.07'
"J"	69°19'49"	50.00'	60.50'
"K"	15°34'23"	50.00'	13.59'

SCALE: 1"= 100'

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
4856

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

STATE OF TEXAS
COUNTY OF HIDALGO

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

EULALIO RAMIREZ
77082

EULALIO RAMIREZ
P.E. No. 77082

SHEET 2 OF 4

FILENAME :F:\DATA\SUBD.\HGO.CO.\EVERGREEN VALLEY PH V\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JULY 27, 2007	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

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

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VALLEY ESTATES PHASE V

E SOUTH 39.406 ACRES OF LOT 11, BLOCK 89, MISSOURI–TEXAS LAND AND
GO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN
LGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN
MENT NUMBER 1591750, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,
ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND
BOUNDS AS FOLLOWS:

METES AND BOUNDS

A 39.406 ACRE TRACT OF LAND BEING THE SOUTH 39.406 ACRES OF LOT 11, BLOCK 89, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1591750, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF SKINNER ROAD FOR THE SOUTHEAST CORNER OF LOT 11 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 80°40'W, ALONG THE SOUTH LINE OF LOT 11, PASSING A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF SKINNER ROAD, A TOTAL DISTANCE OF 1,320.25 FEET (MAP RECORD: 1,320.00 FEET) TO A POINT FOR THE SOUTHWEST CORNER OF LOT 11 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 09°20'E, ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 1,300.14 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE SOUTH RIGHT OF WAY LINE OF DAVIS ROAD FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE: S 80°40'E, ALONG THE SOUTH RIGHT OF WAY LINE OF DAVIS ROAD, PASSING A ½" IRON ROD FOUND AT 1,300.25 FEET FOR THE WEST RIGHT OF WAY LINE OF SKINNER ROAD, A TOTAL DISTANCE OF 1,320.25 FEET (MAP RECORD: 1,320.00 FEET) TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 11 AND IN THE CENTERLINE OF SKINNER ROAD FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 09°20'W, ALONG THE EAST LINE OF LOT 11 AND THE CENTERLINE OF SKINNER ROAD, A DISTANCE OF 1,300.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.406 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH EVERGREEN VALLEY ESTATES PHASE II, RECORDED IN VOLUME 47, PAGES 85–97, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

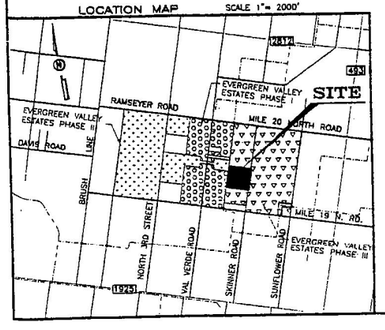
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

8-1-07
DATE

LOCATION MAP SCALE 1"= 2000'



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

EVERGREEN VALLEY ESTATES PHASE V, IS LOCATED IN THE MIDDLE HIDALGO COUNTY ON THE WEST SIDE OF SUNFLOWER ROAD, SOUTH OF MILE 20 NORTH ROAD AND NORTH OF MILE 19 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735). EVERGREEN VALLEY ESTATES PHASE V, LIES APPROXIMATELY 3 1/2 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNERS:	EVERGREEN VALLEY INC. TILLMAN WELCH, PRESIDENT	3714 S. EXPRESSWAY 281	EDINBURG, TX. 78539	(956)386-0726	(956)380-4395
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX. 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX. 78539	(956)381-6480	(956)381-0527

FLOOD NOTE:
OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEEVES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER 480334 0325 D
MAP REVISED: MAY 17, 2001

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. C.P.N. 480334 0325 D & C.P.N. 480334 0350 C EFFECTIVE DATE: MAY 17, 2001. (LOMR) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

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

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

3.– LEGEND • – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

4.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

5.– SETBACKS:

FRONT	25.00 FEET
REAR	35.00 FEET
SIDE	6.00 FEET
OR EASEMENT WHICHEVER IS GREATER	
CORNER SIDE	10.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET	15.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.	

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

7.– 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 _____ CUBIC FEET (_____ ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.____.

8.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– CONCRETE MONUMENT FOUND AT SUNFLOWER ROAD AND MILE 20 NORTH ROAD INTERSECTION. ELEVATION 63.31 N.A.V.D. 88 DATUM.

9.– 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 OCCUPYING AN EASEMENT.

10.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. 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. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES.

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

12.– FENCING WILL BE INSTALLED ALONG THE INSIDE LINES OF THE PROPOSED DELTA IRRIGATION EASEMENT BY LOT OWNERS.

13.– 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.

14.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

15.– EVERGREEN VALLEY INC. TILLMAN WELCH, PRESIDENT, THE OWNER & SUBDIVIDER OF EVERGREEN VALLEY ESTATES PHASE V RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No.____ OF THIS PLAT.

16.– 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 OSSF PLAN ARE APPROVED.

17.– A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE "AE" (BASE FLOOD ELEVATION–70.00). THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS;
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

RIGHT OF WAY EASEMENT

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

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

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

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

EVERGREEN VALLEY INC.
TILLMAN WELCH, PRESIDENT

INDEX TO SHEETS

SHEETS 1–2 .– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATIONS; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; COUNTY JUDGE, COUNTY CLERK'S RECORDING CERTIFICATE, DELTA LAKE IRRIGATION DISTRICT, H.C.D.D. No. 1; REVISION NOTES.

SHEETS 3–4 .– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

I, TILLMAN WELCH, PRESIDENT OF EVERGREEN VALLEY INC., AS OWNER OF THE 422.241 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EVERGREEN VALLEY ESTATES PHASE V., HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND 1144T:
(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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

EVERGREEN VALLEY INC.
TILLMAN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG, TEXAS, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMAN WELCH, PRESIDENT OF EVERGREEN VALLEY INC. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

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

LILIA A. QUINTANILLA — Notary Public, State of Texas — My Commission Expires July 23, 2008.

LILIA A. QUINTANILLA– NOTARY PUBLIC

THIS PLAT IS APPROVED BY DELTA LAKE IRRIGATION. DISTRICT ON THIS ____ DAY OF _____, 20___.

SECRETARY

PRESIDENT

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

WE THE UNDERSIGNED CERTIFY that this plat of the EVERGREEN VALLEY ESTATES PHASE V 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 COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock ____ M.on _____, and was recorded in Book _____, Sheet(s) _____ the Plat Records of Hidalgo County at _____ o'clock____M on_____, _____.

_____ Hidalgo County Clerk

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS — EULALIO RAMIREZ — 77082 — REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77082

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

SHEET 1 OF 4

FILENAME: P:\DATA\SUBD.\HGO.CO.\EVERGREEN VALLEY PH. V\EVERGREEN-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JULY 27, 2007	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

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ANNING 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: August 15, 2007

RE: **Cardinal Delta No. 2 Subdivision – Pct. 3**
Preliminary Approval

Cardinal Delta No. 2 Subdivision is a thirty three (33) lot subdivision located East of Iowa Road and approximately 2400 feet North of Mile 7 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 02, 2007. The proposed subdivision lies within Zone ñXò as per FEMA's FIRM.

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

Sanitary Services will be provided by OSSF.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Iowa 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 **August 13, 2007** subject to staff comments and future recommendations by Planning and other departments.

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OF ITEMS LACKING SUBDIVISION REVIEW

nal Delta Phs II 1st 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	**1ST SHEET COMMENTS:** Provide a 50 feet road ROW stub out towards the north at 600 feet from Iowa Road intersection or at the end of the street cul-de-sac.	08-07-07	JRT
B	Provide subdivision street name and verify with "911 Dept" with Juan Gomes if street name is not being use. Also provide street length dimension.	"	"
C	Show total dimension width for gas easement inside Iowa Road ROW and also mention to who does gas line belongs to.	"	"
D	Provide north adjoiners owners name and property document number.	"	"
E	Please provide document number for existing 150 feet H.C.W.C. No.16 canal ROW.	"	"
F	As per the north east and south east property corners please label on drawing that *"property corner falls inside canal and were not able to set or found point"*	"	"
G	Provide approximate distance from mile 7 North Rd (FM 2221) to subdivision property on subdivision location description.	"	"
H	As per index to sheet description; add the engineer, HCDD#1, and HCID#16 certification to sheet 1 and the subdivider certificate and statement and construction detail to sheet 2.	"	"
I	PLAT NOTES: 7] Delete this note because its being repeated on note #9 8] provide cubic feet and acre feet detention calculations. 10] Provide a permanent 2nd BM with in subdivision set of concrete slab with disk. 12] Replace this note with our standard general plat note (see attachment) 16] Mention if buffer be installed along the rear of all the lots abutting canal ROW and who will be responsible for the installation. 18] Please complete the off-street parking note. 21] Provide sheet number. Provide an additional plat note restricting access on to lots 1 & 33 from Iowa Road.		
J	**2ND SHEET COMMENTS:** Provide flange elevation for all proposed fire hydrants.	"	"
K	Label all existing easement as such on the south adjoining Cardinal Delta Subdivision.	"	"
L	Provide subdivider certificate and statement with notary public certification acknowledgment.	"	"

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G OF ITEMS LACKING
G SUBDIVISION REVIEW

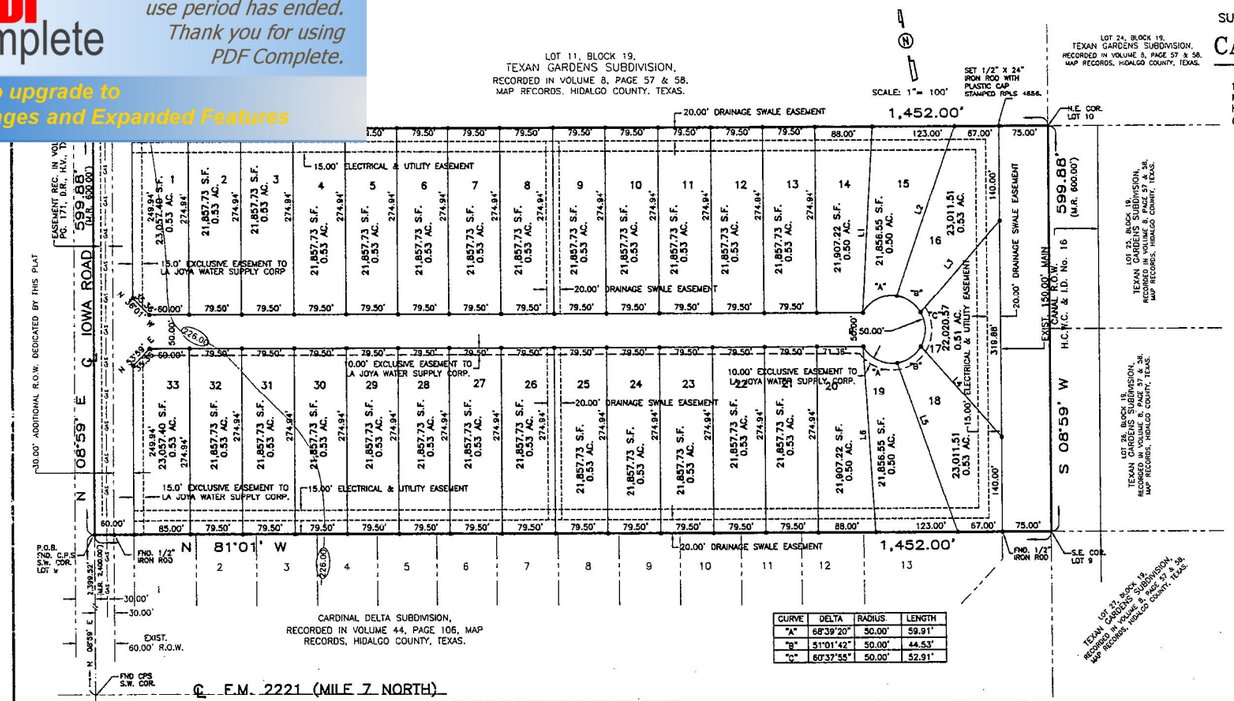
Name of Subdivision: **Cardinal Delta Phs II 1st Review** **Page** 2 of 2

M	Water Engineer Report: • Provide subdivision street name • Dates for water meter installation.	08-07-07	JRT
N	Sewage Engineer Report: • Submit soil testing to our office • Provide OSSF installation inspection letter from HCHD.	"	"
O	Water/Sewage Engineer Certification: • All amounts need to coincide with 30 year letter and engineer construction cost estimate for water distribution system.	"	"
P	All modification on water/sewage engineer reports needs to reflect on Spanish version.		"
Q	**3RD SHEET COMMENTS:** Provide contours at 1 foot interval and also show on 1st sheet.	"	"
R	Provide natural water flow arrows and extend topo elevation north at 500 feet.	"	"
S	Make all topography elevation legible.	"	"
T	Please provide cross section detail for over flow structure discharging in to Iowa Road side ditch.	"	"
U	Label for contractor to re-grade Iowa Road side ditch.		
V	1/3 escrow is require for Iowa caliche road.	"	"
W	Correct back to back dimension on street cross section detail.	"	"
X	Provide exact approved drainage report on this sheet.	"	"
Y	Submit NOI and approval letter from HCROW dept.	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

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SUBDIVISION PLAT OF:
CARDINAL DELTA SUBDIVISION PHASE II

A 19.996 ACRE (MAP RECORD: 20.00 ACRES) TRACT OF LAND BEING ALL OF LOTS 9 AND 10, BLOCK 19, TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1494528, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



CURVE	DELTA	RADIUS	LENGTH
"A"	68°39'20"	50.00'	59.91'
"B"	51°01'42"	50.00'	44.53'
"C"	60°37'55"	50.00'	52.91'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 12°26'48" E	275.44'
L2	N 28°30'16" E	265.79'
L3	N 50°43'16" E	180.52'
L4	N 32°45'18" W	180.52'
L5	N 10°32'16" W	265.79'
L6	N 05°31'12" E	275.44'

METES AND BOUNDS

A 19.996 ACRE TRACT OF LAND (MAP RECORD: 20.0 ACRES) BEING ALL OF LOTS 9 AND 10, BLOCK 19, TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1494528, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF IOWA ROAD FOR THE NORTHWEST CORNER OF CARDINAL DELTA SUBDIVISION (RECORDED IN VOLUME 44, PAGE 106, MAP RECORDS, HIDALGO COUNTY, TEXAS), THE SOUTHWEST CORNER OF LOT 9 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°59'E, ALONG THE WEST LINE OF LOTS 9 AND 10, AND THE CENTERLINE OF IOWA ROAD, A DISTANCE OF 599.88 FEET (MAP RECORD: 600.00 FEET) TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF LOT 10 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°01'E, ALONG THE NORTH LINE OF LOT 10, PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE EAST RIGHT OF WAY LINE OF IOWA ROAD, PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,377.00 FEET FOR THE WEST LINE OF A 150.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.16 CANAL RIGHT OF WAY, A TOTAL DISTANCE OF 1,452.00 FEET TO A POINT IN THE CENTERLINE OF SAID 150.00 FOOT CANAL RIGHT OF WAY FOR THE NORTHEAST CORNER OF LOT 10 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°59'W, ALONG THE EAST LINE OF LOTS 9 AND 10, AND THE CENTERLINE OF SAID 150.00 FOOT CANAL RIGHT OF WAY, A DISTANCE OF 599.88 FEET TO A POINT FOR THE NORTHEAST CORNER OF CARDINAL DELTA SUBDIVISION, THE SOUTHEAST CORNER OF LOT 9 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°01'W, ALONG THE NORTH LINE OF CARDINAL DELTA SUBDIVISION AND THE SOUTH LINE OF LOT 9, PASSING A ½" IRON ROD FOUND AT 75.00 FEET FOR THE WEST LINE OF SAID 150.00 FOOT CANAL RIGHT OF WAY, PASSING A ½" IRON ROD FOUND AT 1,422.00 FEET FOR THE EAST RIGHT OF WAY LINE OF IOWA ROAD, A TOTAL DISTANCE OF 1,452.00 FEET TO THE POINT OF BEGINNING ANF CONTAINING 19.996 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH CARDINAL DELTA SUBDIVISION, RECORDED IN VOLUME 44, PAGE 106, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS — ALFONSO QUINTANILLA — 4856 — REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

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

I, FRANZ REINHOLD SCHAMBERGER—PRESIDENT, CARDINAL ADMINISTRATION, LLC., GENERAL PARTNER OF CARDINAL ESTATES, LTD., OWNER OF THE 19.996 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CARDINAL DELTA SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

_____ DATE

CARDINAL ESTATES, LTD.
BY: CARDINAL ADMINISTRATION LLC. (IT'S GENERAL PARTNER)
BY: FRANZ REINHOLD SCHAMBERGER, PRESIDENT
P.O. BOX 721052
McALLEN, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared FRANZ REINHOLD SCHAMBERGER—PRESIDENT, CARDINAL ADMINISTRATION, LLC., GENERAL PARTNER OF CARDINAL ESTATES, LTD., proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2007

LILIA A. QUINTANILLA — MY COMMISSION EXPIRES JULY 23, 2008

_____
LILIA A. QUINTANILLA— NOTARY PUBLIC

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION DELIVERY FACILITIES, AS REQUIRED BY THE DISTRICT'S SUBDIVISION POLICIES, TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT AND BY VIRTUE OF THESE REQUIREMENTS IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS THE____ DAY OF _____ . 2007.

ATTEST: _____ SECRETARY _____ PRESIDENT

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

WE THE UNDERSIGNED CERTIFY that this plat of the CARDINAL DELTA SUBDIVISION PHASE II 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 COUNTY, certify that the plat bearing this certificate was filed for record at _____o'clock _____ M.on _____, _____ , and was recorded in Book _____, Sheet(s)_____ the Plat Records of Hidalgo County at _____ o'clock_____M on _____, _____ .

_____
_____Hidalgo County Clerk

FLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD –PLAIN
COMMUNITY–PANEL NUMBER 480334 0290 D
EFFECTIVE DATE: JUNE 8, 2000.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOODPLAIN, COMMUNITY PANEL No.480334 0290 D (JUNE 6, 2000) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY SHOWS NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE IN THE 100–YEAR FLOODPLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

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

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

4.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION, EXCEPT AS SHOWN HEREON.

6.– MINIMUM BUILDING SETBACK LINES:
FRONT .....25.00'
BACK.....35.00'
SIDE.....6.00'
SIDE ABUTTING RIGHT OF WAY IOWA RD.....15.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.

7.– NO BUILDINGS SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.

8.– 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 _____ CUDIC FEET _____ ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

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

10.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– 230.00. CUT MADE ON CONCRETE BASE TO HIGH POWER TRANSMISSION LINE POLE LOCATED 48.00' SOUTH OF N.W.C. OF SAID SURVEY ON WEST R.O.W.

11.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

12.– EACH LOT HAS A 15' WIDE PUBLIC UTILITY AND 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF THE LOT. THE REAR OF THE LOT IS DEFINED AS THAT PORTION FARTHEST FROM PROP. STREET OR EXIST. STREET.

13.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. NO. 16 DISTRICT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

14.– NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (H.C.I.D. NO. 16 DISTRICT)

15.– NO PERMANENT STRUCTURES, (EXAMPLE: FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

16.– 6.0' BUFFER FENCE REQUIRED ALONG THE EAST SIDE OF THIS SUBDIVISION.

17.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

18.– AN OFF–STREET PARKING LOT SITEPLAN SHALL BE REQUIRED ON COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.

19.– FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

20.– ALL LOTS SHALL BE FOR RESIDENTIAL AND/OR COMMERCIAL USE.

21.– OWNER, GENERAL PARTNER OF CARDINAL ESTATES, LTD.
BY: CARDINAL ADMINISTRATION LLC. (IT'S GENERAL PARTNER)
BY: FRANZ REINHOLD SCHAMBERGER, PRESIDENT THE OWNER & SUBDIVIDER OF CARDINAL DELTA SUBDIVISION PHASE II RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No._____ OF THIS PLAT.

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS — EULALIO RAMIREZ — 77062 — REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

I, MR. FRANK FLORES , HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY FOR THE CARDINAL DELTA SUBDIVISION PHASE II HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THIS AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION

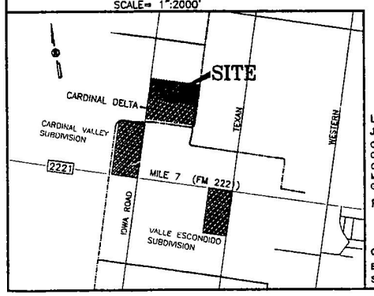
_____
MR. FRANK FLORES
GENERAL MANAGER
LA JOYA WATER SUPPLY CORPORATION

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ET2: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: CITY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES.

SHEET 2 & 3.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

LOCATION MAP
SCALE= 1":2000'



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

CARDINAL DELTA SUBDIVISION PHASE II IS LOCATED IN WEST HIDALGO COUNTY, ON THE NORTH SIDE OF MILE 7 NORTH ROAD (FM 2221) AND ON THE EAST SIDE OF IOWA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF PALMVIEW. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF PALMVIEW (POPULATION 4,421), CARDINAL DELTA SUBDIVISION PHASE II LIES APPROXIMATELY SEVEN MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021 AND LIES IN PCT. NO. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
	GENERAL PARTNER OF CARDINAL ESTATES, LTD. BY: CARDINAL ADMINISTRATION LLC. (IT'S GENERAL PARTNER) BY: FRANZ REINHOLD SCHAMBERGER, PRESIDENT	P.O. BOX 721052	McALLEN, TX 78504	(956)664–1888	(956)664–1888
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

SHEET NO. 1 OF 3 SHEETS

FILENAME : F:\DATA\SUBDIVS\HIDALGO CO\CARDINAL DELTA No. 2\DELTA-PLAT2			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
APRIL 4, 2006	DANIEL		
DATE REVISED		CHECKED BY	APPROVED BY
APRIL 3, 2007	LUPE		

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: August 15, 2007

RE: **La Avispa Estates Phase I Subdivision – Pct. 1**
Preliminary Approval

La Avispa Estates Phase I is a five (5) commercial lot subdivision located Northeast of Mile 4 West Road and Mile 17 ½ Road intersection.

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 August 10, 2007. The proposed subdivision lies within Zone ñXò as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 17 ½ Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2) inch waterline on Mile 4 West 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 **August 13, 2007** subject to staff comments and future recommendations by Planning and other departments.

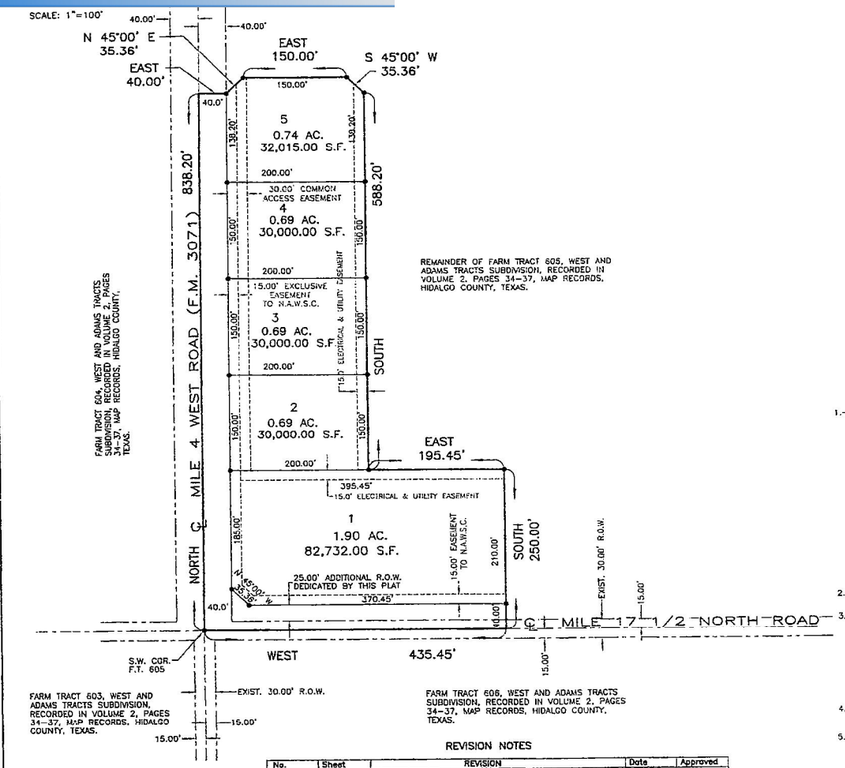
LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW

Name of Subdivision: **La Avispa Subdivision 1st Review** **Page** 1 of 1

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

Item Log #	Description of Item	Date	Logger's Initials
A	**1ST SHEET COMMENTS:** Common access easements and NAWSC Exclusive easements are two separate easements.	08-10-07	CP
B	Provide a 50'x50' corner clip on the southwest corner of lot 1.	"	"
C	PLAT NOTES: #1) delete construction of residential housing. #4)use general note for commercial lots (see attachments) #5) provide bench mark elevation and datum #7) complete drainage calculations. #10 &11 complete notes See attached Additional plat notes… • Onsite sewage facilities… • There are no water wells… • Owner's and subdivider note… • Drainage swale and driveway permits • Txdot permit for utility and driveways..	"	"
D	MEETS AND BOUNDS: Label point of beginning, on 2nd call out the mention right of way is at 40 ft. not 20ft, and show on drawing all mention monuments for call outs 1,2, &8.	"	"
E	On Location of subdivision correct 1mile ETJ to 2 mile ETJ	"	"
F	**2ND SHEET COMMENTS:** Provide spot topography and contour elevation at 1 ft intervals.	"	"
G	Show natural water flow arrows on drawing.	"	"
H	Show prop. Asphalt for front entrance on 30.0 ft common access easement and their construction details.	"	"
I	Label for contractor to regrade road side ditch on Mile 17 ½ north rd and mile 4 west rd.	"	"
J	Summit cost estimates prior to final review.	"	"
K	**Summit NOI Application and approved drainage report prior to preliminary approval.**	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

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REVISION NOTES

No.	Sheet	Revision	Date	Approved

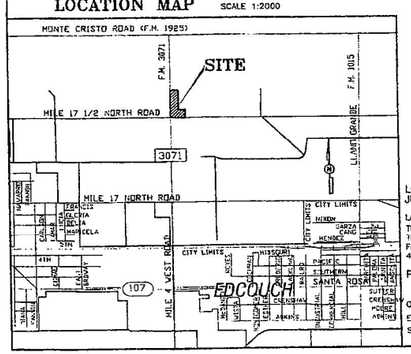
INDEX OF SHEETS

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SHEET 2 & 3.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.

LOCATION MAP

SCALE 1:2000



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

LA AVISPA ESTATES PHASE I, IS LOCATED IN THE MIDDLE OF HIDALGO COUNTY ON THE EAST SIDE OF MILE 4 WEST ROAD (F.M. 3071) AND ON THE NORTH SIDE OF MILE 17 ½ NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDCOUCH, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDCOUCH (POPULATION 4,426), LA AVISPA ESTATES PHASE I, LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S ONE-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021 AND LIES IN PCT. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	PLATA PROPERTIES INC. SAUL ORTEGA, PRESIDENT	1220 CASTILLE COURT	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

COMMUNITY-PANEL NUMBER 480334 0350 C
MAP REVISED: MAY 17, 2001 (LOMR).

THE AREA WITHIN THE DRAINAGE EASEMENT IS WITHIN THE 100-YEAR FLOOD PLAIN. C.P.N. 480334 0350 B, EFFECTIVE DATE: JANUARY 2, 1981 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

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

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:

FRONT	40.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET

OR EASEMENT WHICHEVER IS GREATER ON ALL CASES

4.– THESE LOTS ARE FOR COMMERCIAL USE.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV. =

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

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

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

10.– AN OFF-STREET PARKING LOT SITE PLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.

11.– 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.

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

SUBDIVISION PLAT OF:

LA AVISPA ESTATES PHASE I

A 5.84 ACRE TRACT OF LAND CUT OF FARM TRACT 605, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1394389, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 5.84 ACRE TRACT OF LAND CUT OF FARM TRACT 605, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1394389, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET AT THE INTERSECTION OF THE CENTERLINES OF MILE 4 WEST ROAD AND MILE 17 ½ NORTH ROAD FOR THE SOUTHWEST CORNER OF FARM TRACT 605 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE; NORTH, ALONG THE WEST LINE OF FARM TRACT 605 AND THE CENTERLINE OF MILE 4 WEST ROAD, A DISTANCE OF 838.20 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF MILE 4 WEST ROAD, A TOTAL DISTANCE OF 40.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 45°00'E, A DISTANCE OF 35.36 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 150.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 45°00'E, A DISTANCE OF 35.36 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, A DISTANCE OF 588.20 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 195.45 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; SOUTH, PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 230.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 17 ½ NORTH ROAD, A TOTAL DISTANCE OF 250.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF FARM TRACT 605 AND IN THE CENTERLINE OF MILE 17 ½ NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF FARM TRACT 605 AND THE CENTERLINE OF MILE 17 ½ NORTH ROAD, A DISTANCE OF 435.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.84 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH TURBERVILLE ESTATES No.2, RECORDED IN VOLUME 38, PAGES 11-12, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No 4856

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

RIGHT OF WAY EASEMENT

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

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

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

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

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

_____
PLATA PROPERTIES INC.
SAUL ORTEGA, PRESIDENT

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

I, SAUL ORTEGA A MARRIED PERSON, AS OWNER OF THE 5.84 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA AVISPA ESTATES PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE
PLATA PROPERTIES INC.
SAUL ORTEGA, PRESIDENT
1220 CASTILLE COURT
EDINBURG, TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SAUL ORTEGA KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____ DAY OF _____, 20___.

JULIA A. QUINTANILLA
MY COMMISSION EXPIRES
July 23, 2008

_____
JULIA A. QUINTANILLA– NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the LA AVISPA ESTATES PHASE I 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 COUNTY, certify that the plat bearing this certificate was filed for record at _____o'clock ____M on _____, _____, and was recorded in Book _____, Sheet(s)_____, the Plat Records of Hidalgo County at _____ o'clock_____M on_____, _____.

_____
Hidalgo County Clerk

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 9 ON THIS THE ____ DAY OF _____, 20___.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT DISTRICT EXPENSE.

_____ _____
SECRETARY PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
96574
LICENSED PROFESSIONAL ENGINEER

8-9-07
ALFONSO QUINTANILLA, P.E. No. 96574 — DATE

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

	FILENAME	P:\SURVEY\SUBDIVISION\LA AVISPA ESTATES PHASE I\PLAT\PLAT		
SHEET NO 1	DATE 08/07/07	DRAWN BY	CHECKED BY	APPROVED BY
OF SHEETS	DATE 08/07/07	REVISED BY	CHECKED BY	APPROVED BY

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NNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissionerôs Court

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

DATE: August 15, 2007

RE: **Pastos Verdes Subdivision – Pct. 1**
Final Approval with Financial Guarantee

Pastos Verdes Subdivision is a twenty four (24) lot subdivision located on the South side of Sioux Road and approximately 1320 feet East of Border Road.

The proposed Subdivision lies within the City of Donna 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 January 11, 2007. The proposed subdivision lies within Zone ñCò as per FEMAôs FIRM.

The proposed subdivision plat will dedicate five (5) feet on Sioux Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan and Right of Way Department.

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

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

The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit from Texas State Bank in the amount of $24,000.00 was submitted to the Planning Department and addressed to the County Judge and County Commissionerôs Court. The Letter of Credit will be used to secure the funds for the installation of twenty four (24) septic tank systems.

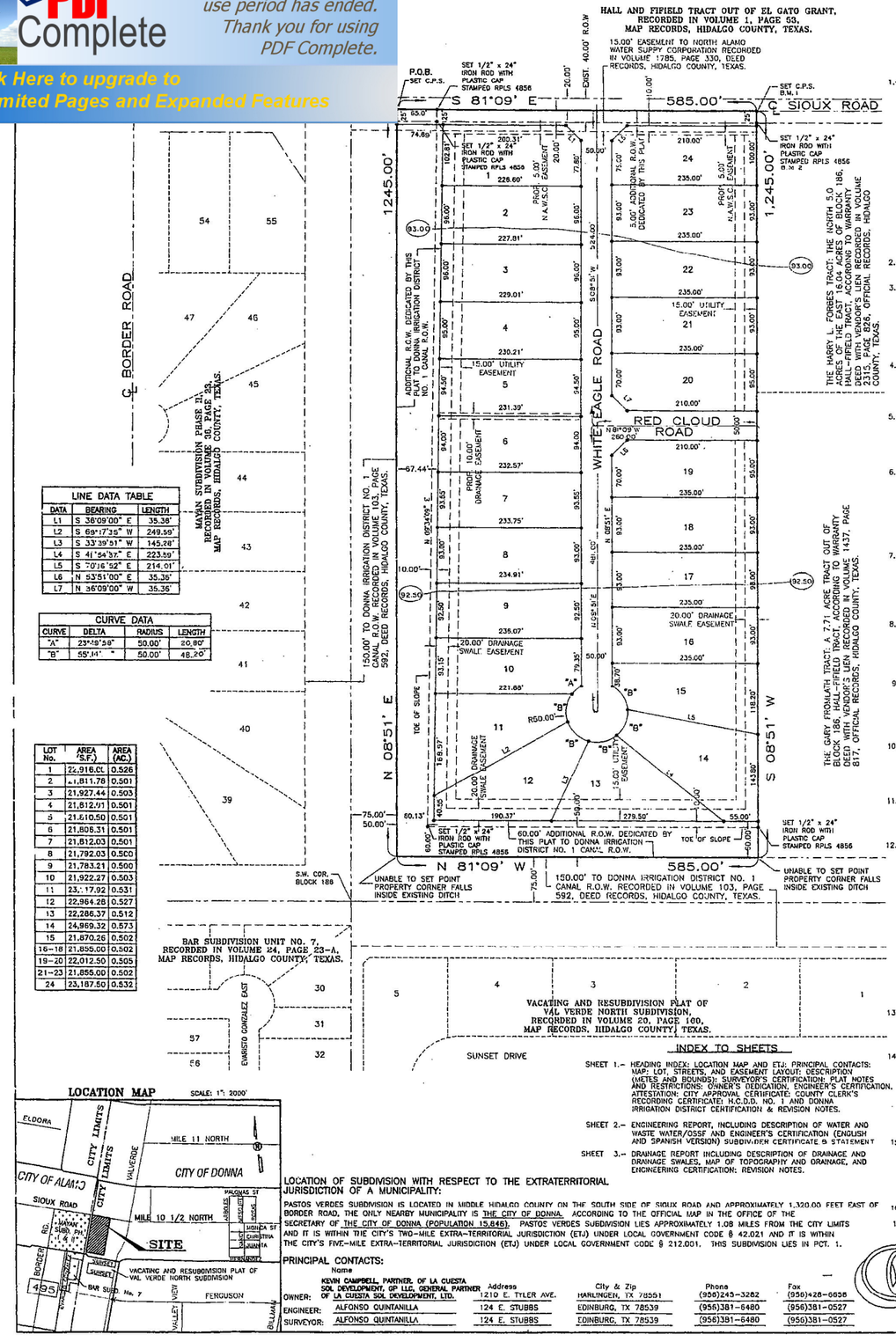
The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **August 13, 2007.**

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SUBDIVISION PLAT OF:

PASTOS VERDES SUBDIVISION

A 16.72 ACRE TRACT OF LAND OUT OF THE WEST 20.0 ACRES OF BLOCK 186, HALL-FIFIELD TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO PARTITION DEED RECORDED IN VOLUME 2690, PAGE 521, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 36°09'00" E	35.36'
L2	S 69°17'35" W	249.59'
L3	S 33°39'51" W	145.28'
L4	S 41°54'37" E	223.89'
L5	S 70°16'52" E	214.01'
L6	N 53°51'00" E	35.36'
L7	N 36°09'00" W	35.36'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	23°19'58"	50.00'	20.90'
"B"	55°14' "	50.00'	48.20'

LOT No.	AREA (S.F.)	AREA (AC.)
1	22,916.01	0.526
2	21,811.78	0.501
3	21,927.44	0.503
4	21,812.11	0.501
5	21,810.50	0.501
6	21,808.31	0.501
7	21,812.03	0.501
8	21,792.03	0.500
9	21,783.21	0.500
10	21,922.27	0.503
11	23,117.92	0.531
12	22,964.28	0.527
13	22,286.37	0.512
14	24,969.32	0.573
15	21,870.26	0.502
16-18	21,855.00	0.502
19-20	22,012.50	0.505
21-23	21,855.00	0.502
24	23,187.50	0.532

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING (NO SHADING)

COMMUNITY–PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982.

THE AREA WITHIN THE DRAINAGE EASEMENT IS WITHIN THE 100-YEAR FLOOD PLAIN. C.P.N. 480334 0425 C, EFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

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

ADDITIONALLY, NO DEVELOPMENT MAY OCCUR WITHIN AREAS OF THE 100-YEAR FLOOD PLAIN UNTIL ADEQUATE PUBLIC FACILITIES AND IMPROVEMENTS HAVE BEEN MADE FOR DRAINAGE, WATER, SEWERAGE, AND STREETS.

2.– LEGEND • – DENOTES 1/2" X 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.– SETBACKS:

FRONT	25.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
GARAGE FRONT	18.00 FEET
CORNER SIDE	15.00 FEET

OR EASEMENT WHICHEVER IS GREATER ON ALL CASES

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

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV. = 91.30, C.P.S. SET ON THE NORTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M NO.2– ELEV.= 92.90 CO. SLAB W/ DISK N.E. CORNER LOT 24.

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

7.– 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 42,853.37 CUBIC –FEET (0.98 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

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

9.– 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.

10.– 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 OCCUPYING AN EASEMENT.

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

12.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

14.– KEVIN CAMPBELL, PARTNER OF LA CUESTA SOL DEVELOPMENT, GP LLC, GENERAL PARTNER OF LA CUESTA SOL DEVELOPMENT, LTD., THE OWNER & SUBDIVIDER OF PASTOS VERDES 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.

15.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

16.– NO ACCESS ON TO LOTS 1 AND 24 FROM SIOUX ROAD UNLESS INTENDED FOR COMMERCIAL USE ONLY.

17.– A 6.0' FENCE BUFFER IS REQUIRED ALONG THE SOUTH SIDE OF LOTS 12 THRU 14 AND WEST SIDE OF LOTS 1 THRU 12.

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. NO. 1 AND DONNA IRRIGATION DISTRICT CERTIFICATION & REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

LOCATION MAP

SCALE: 1" 2000'

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

PASTOS VERDES SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE SOUTH SIDE OF SIOUX ROAD AND APPROXIMATELY 1,320.00 FEET EAST OF BORDER 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 15,846). PASTOS VERDES SUBDIVISION LIES APPROXIMATELY 1.08 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS WITHIN THE CITY'S FIVE–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. THIS SUBDIVISION LIES IN PCT. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KEVIN CAMPBELL, PARTNER, OF LA CUESTA SOL DEVELOPMENT, GP LLC, GENERAL PARTNER OF LA CUESTA SOL DEVELOPMENT, LTD.	1210 E. TYLER AVE.	HARLINGEN, TX 78551	(956)245–3282	(956)428–6055
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

METES AND BOUNDS

A 16.72 ACRE TRACT OF LAND CUT OF THE WEST 20.0 ACRES OF BLOCK 186, HALL–FIFIELD TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO PARTITION DEED RECORDED IN VOLUME 2690, PAGE 521, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF BLOCK 186 AND IN THE CENTERLINE OF SIOUX ROAD FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°09'E, 75.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 186.

THENCE; S 81°09'E, ALONG THE NORTH LINE OF BLOCK 186 AND THE CENTERLINE OF SIOUX ROAD, A DISTANCE OF 585.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE HARRY L. FORBES TRACT (THE NORTH 5.0 ACRES OF THE EAST 16.04 ACRES OF BLOCK 186, HALL–FIFIELD TRACT, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2315, PAGE 826, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°51'W, ALONG THE WEST LINE OF THE HARRY L. FORBES TRACT, AND THE WEST LINE OF THE GARY FROMLATH TRACT (A 7.71 ACRE TRACT OUT OF BLOCK 186, HALL–FIFIELD TRACT, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1437, PAGE 817, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF SIOUX ROAD, PASSING A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,195.00 FEET FOR THE TOE OF SLOPE OF A DRAIN DITCH, A TOTAL DISTANCE OF 1,245.00 FEET TO A POINT ON THE NORTH LINE OF A 150.00 FEET DONNA IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR THE SOUTHWEST CORNER OF THE GARY FROMLATH TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°09'W, ALONG THE NORTH LINE OF SAID 150.00 FEET DONNA IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 585.00 FEET TO A POINT FOR THE INTERSECTION WITH THE EAST LINE OF SAID 150.0 FEET DONNA IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°51'E, ALONG THE EAST LINE OF SAID 150.00 FEET DONNA IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, PASSING AT 1,225.00 FEET THE SOUTH RIGHT OF WAY LINE OF SIOUX ROAD, A TOTAL DISTANCE OF 1,245.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.72 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MAYAN SUBDIVISION PHASE II, RECORDED IN VOLUME 36, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

MAY 5, 2006.
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

RIGHT OF WAY EASEMENT

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

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

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

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title 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 10th day of MAY, 2007.

LA CUESTA SOL DEVELOPMENT, LTD.
BY ITS GENERAL PARTNER: LA CUESTA SOL DEVELOPMENT, GP LLC. BY: KEVIN CAMPBELL, PARTNER.

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

I, KEVIN CAMPBELL, PARTNER OF LA CUESTA SOL DEVELOPMENT, GP LLC, GENERAL PARTNER OF LA CUESTA SOL DEVELOPMENT, LTD., AS OWNER OF THE 16.72 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PASTOS VERDES 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 THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

5-10-06
DATE

LA CUESTA SOL DEVELOPMENT, LTD.
BY ITS GENERAL PARTNER: LA CUESTA SOL DEVELOPMENT, GP LLC, BY: KEVIN CAMPBELL, PARTNER.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared KEVIN CAMPBELL, PARTNER OF LA CUESTA SOL DEVELOPMENT, GP LLC, GENERAL PARTNER OF LA CUESTA SOL DEVELOPMENT, LTD. proved to me through their Texas Department of Public Safety Driver License to be the persons whose names are subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that they executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 10TH day of MAY, 2007

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
June 28, 2009

Notary Public

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

WE THE UNDERSIGNED CERTIFY that this plat of the Pastos Verdes 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 COUNTY, certify that the plat bearing this certificate was filed for record at _____ o'clock _____ M.on _____, _____, and was recorded in Book _____, Sheet(s) _____ the Plat Records of Hidalgo County at _____ o'clock _____ M on _____, _____.

_____ Hidalgo County Clerk

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

WE THE UNDERSIGNED CERTIFY that this plat of the PASTOS VERDES SUBDIVISION was received and approved by the city Council of the City of DONNA on June 12, 2007.

Mayor of the City of DONNA — Date

ATTEST: _____
Secretary of the City of DONNA — Date

APPROVAL OF THE PLANNING COMMISSION OF THE CITY: DONNA
THIS PLAT PASTOS VERDES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS 12th DAY OF June 2007

ATTEST: _____ SECRETARY — BY: _____ CHAIRMAN PLANNING COMMISSION

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS 15th DAY OF June, 2007.

SECRETARY — PRESIDENT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
P.E. No. 95534

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

SHEET NO. 1 OF 3 SHEETS	FILENAME = P:\DATA\SUBDIVISIONS\PASTOS VERDES SUBD\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY 10, 2006	GL MADRIGAL		
	DATE REVISED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY 21, 2006	MARTHA G.		

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ANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissionerôs Court

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

DATE: August 15, 2007

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

Texas Station Phase 2 is a eighteen (18) residential and one (1) commercial lot subdivision located on the North side of FM 2812, approximately 330 feet West from Sharp Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 13, 2007. The proposed subdivision lies within Zone ñXò as per FEMAôs FIRM.

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

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

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

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

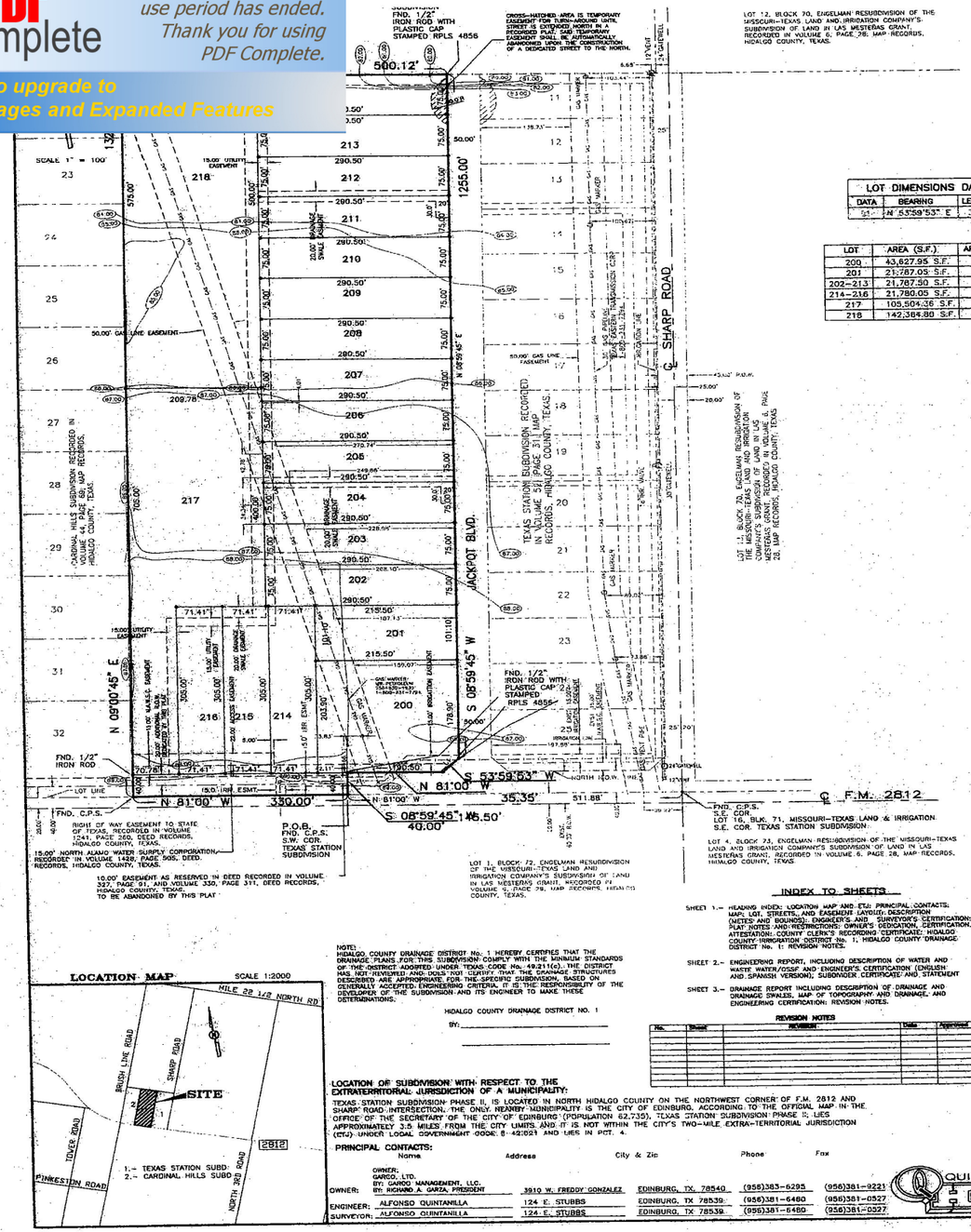
The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissionerôs Court on April 24, 2007. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $9,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 07-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of nine (9) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **August 13, 2007.**

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TEXAS STATION SUBDIVISION PHASE II

A 15.00 ACRE TRACT OF LAND BEING ALL OF LOTS 1 THRU 10, TEXAS STATION SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 52, PAGE 31, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND THE EAST 10.0 ACRES OF THE WEST 30.0 ACRES OF LOT 16, BLOCK 71, ENGELMAN RESUBDIVISION OF THE MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION OF LAND IN LAS MESTEÑAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1522907, 1573136 AND 1728645, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



LOT DIMENSIONS DATA		
DATA	BEARING	LENGTH
L1	N 53°59'53" E	35.35'

LOT	AREA (S.F.)	AREA (ACRES)
200	43,627.95 S.F.	1.00 AC.
201	21,787.05 S.F.	0.50 AC.
202-213	21,787.50 S.F.	0.50 AC.
214-216	21,780.05 S.F.	0.50 AC.
217	105,504.36 S.F.	2.42 AC.
218	142,364.80 S.F.	3.27 AC.

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (NOT SHADED)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

COMMUNITY PANEL NUMBER: 480334 0325 D.
EFFECTIVE DATE: JUNE 6, 2000. MAP REVISED: LOMR MAY 17, 2001.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. C.P.N. 480334 0325 D. EFFECTIVE DATE: JUNE 6, 2000. MAP REVISED: LOMR MAY 17, 2001, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR DESIGNATES THE LOTS AND OTHER AREAS WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

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

2.- MINIMUM BUILDING SETBACK LINES:

FRONT	25.00 FEET
FRONT FOR LOTS FRONTING FM 2812	50.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
CORNER SIDE	15.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES.

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

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

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1= 84.94 TOP OF C.P.S. LOCATED ON THE SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 36,718.00 CUBIC FEET 0.69 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

7.- DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

10.- OWNER
GARCO, LTD.
BY: GARCO MANAGEMENT, LLC
ITS: RICHARD A. GARZA, PRESIDENT
THE OWNER & SUBDIVIDER OF TEXAS STATION SUBDIVISION PHASE II RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

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

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

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

14.- 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 UTILITY EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR A COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENTS PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.- THE CROSSED-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED NORTH IN A RECORDED PLAT. SAID TEMPRARY EASEMENT SHALL BE AUTOMATICALLY BE ABANDONED UPON TH CONSTRUCTION OF A DEDICATED STREET TO THE NORTH.

17.- 20.0' IRRIGATION & NON-FENCE EASEMENT ON THE NORTH SIDE OF LOT 218

18.- LOTS 214-217 SHALL HAVE ONE COMMON SHARED ACCESS UNTO F.M. 2812. NO OTHER ACCESS WILL BE ALLOWED.

INDEX TO SHEETS

SHEET 1.- HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY IRRIGATION DISTRICT No. 1; HIDALGO COUNTY DRAINAGE DISTRICT No. 1; REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATE AND STATEMENT

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.

REVISION NOTES

No.	Sheet	REMARKS	Date	Approved

LOCATION MAP
SCALE 1:2000

1.- TEXAS STATION SUBD.
2.- CARDINAL HILLS SUBD

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
TEXAS STATION SUBDIVISION PHASE II, IS LOCATED IN NORTH HIDALGO COUNTY ON THE NORTHWEST CORNER OF F.M. 2812 AND SHARP ROAD INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735). TEXAS STATION SUBDIVISION PHASE II, LIES APPROXIMATELY 3.5 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, LTD. BY: GARCO MANAGEMENT, LLC. BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ	EDINBURG, TX. 78540	(956)383-6295	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

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

SHEET NO. 1 OF 3 SHEETS	FILENAME = P:\DATA\SUBDIVS\HIDALGO CO\TEXAS STATION SUBDIVISION\TEXAS-2-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	APRIL 2, 2007	TOPO C.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, LLC. GENERAL PARTNER OF GARCO, LTD., OWNER OF THE 15.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED TEXAS STATION 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.
I ATTEST THAT THE MATTERS ASSERTED HEREIN ARE TRUE AND COMPLETE.

05/11/07
DATE

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

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, LLC. GENERAL PARTNER OF GARCO, LTD. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.
Given under my hand and seal of office this 11TH day of MAY A.D. 07

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2008

LILIA A. QUINTANILLA- NOTARY PUBLIC

RIGHT OF WAY EASEMENT

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

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of 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 and the easement 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 this instrument this 11th day of MAY, 2007.

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

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

WE THE UNDERSIGNED CERTIFY that this plat of the TEXAS STATION SUBDIVISION PHASE II, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ Date
Hidalgo County Judge

ATTEST: _____ Date
Hidalgo County Clerk

COUNTY CLERK'S RECORDING CERTIFICATE

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

_____
Hidalgo County Clerk

THIS PLAT IS APPROVED BY ENGELMAN IRRIGATION DISTRICT ON THIS 11th DAY OF July, 2007

SECRETARY PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

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

6-26-07
DATE

ALFONSO QUINTANILLA
P.E. No. 85814

STATE OF TEXAS
COUNTY OF HIDALGO

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

4-3-07
DATE

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

AI-5043 **11.A.**

Upgrade LVN Position
CC REGULAR

Date: 08/21/2007
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Area: WIC

Information

CAPTION

1. Discussion, consideration and approval to adjust the budgeted salary for one (1) vacant LVN position, slot no. 350-001-0054 by $2,600.00 (increase) from deobligated funds available through the deletion of slot #350-001-0007 approved by CC on 6-12-07. Effective immediately.
2. Approval of revised salary schedule

BACKGROUND

Upgrade vacant LVN position to a more competitive starting pay; closer to starting pay of Health Department.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1292-441-00-350-001-7-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$4,338.00 available balance from deletion of slot 350-001-0007 approved by (AI-4172) CC on 06-12-07. RC 08-16-07

Attachments

Link: Fiscal Note

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/09/2007 04:48 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	08/16/2007 03:20 PM	APRV
3	Dale Kennan	Dale Kennan	08/16/2007 03:54 PM	APRV
4	Human Resources		08/17/2007 04:44 PM	NEW

Form Started By: Margarita Gonzalez — Started On: 08/09/2007 12:43 PM

Final Approval Date: 08/17/2007

Hidalgo County udget 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, udget Officer
CC Date Tuesday, August 21, 2007

Agenda Item AI-5043

Summary of re uest/proposal The IC Dept is re uesting to ad ust the budgeted salary for one (1) vacant LVN position slot no.350-001-0054 by 2,600.00 (increase) from deobligated funds available through the deletion of slot 350-001-0007 approved by CC on 6-12-07. Effective immediately (8/21/07).

Fund	Position	Slot	Ob	Current udgeted Salary	udgeted Salary Re uested	Total Ad ustment Re uested
1292	LVN	0054	113	33,440.00	36,040.00	2,600.00
				33,440.00	36,040.00	2,600.00

udgetary Impact

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1292-441-00-350-001-7	113	IC ADM	PERM F/T EMPLO EES	946.36
7-1292-441-00-350-001-7	118	IC ADM	A TO ALLO ANCE	-
7-1292-441-00-350-001-7	211	IC ADM	HEALTH INS RANCE	-
7-1292-441-00-350-001-7	212	IC ADM	LIFE INS RANCE	-
7-1292-441-00-350-001-7	220	IC ADM	FICA	72.40
7-1292-441-00-350-001-7	230	IC ADM	RETIREMENT	84.42
7-1292-441-00-350-001-7	250	IC ADM	NEMPLO MENT COMP	4.73
7-1292-441-00-350-001-7	260	IC ADM	OR ER S COMP	23.19
			2007 udgetary Impact	1,131.10

2008 udgetary Impact **3,107.52**

Possible Funding Sources **ithin Dept. s udget (Deletion of slot 350-001-0007 approved by CC 06-12-07).**

udget Office Recommendation

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

AI-5043

1292-441-00-350-001-7
WIC ADM

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	WIC DIRECTOR	$78,950.00	$0.00	$78,950.00	0.03	$2,368.00	$4,067.00	$85,385.00	$85,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$85,385.00
0002	113	AREA COORD	$57,000.00	$0.00	$57,000.00	0.03	$1,710.00	$2,642.00	$61,352.00	$61,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,352.00
0003	113	AREA COORD	$50,000.00	$0.00	$50,000.00	0.03	$1,500.00	$4,017.00	$55,517.00	$55,517.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,517.00
0004	113	NE/BF COORDIN	$51,000.00	$0.00	$51,000.00	0.03	$1,530.00	$2,636.00	$55,166.00	$55,166.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,166.00
0005	113	PERSONNEL/ BUDGET	$50,188.00	$0.00	$50,188.00	0.03	$1,506.00	$2,585.00	$54,279.00	$54,279.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,279.00
0006	113	NUTRITIONIST	$50,400.00	$0.00	$50,400.00	0.03	$1,512.00	$1,557.00	$53,469.00	$53,469.00	$0.00	$0.00	$0.00	$0.00	$0.00	$53,469.00
0008	113	REGISTER DIET	$43,000.00	$0.00	$43,000.00	0.03	$1,290.00	$2,215.00	$46,505.00	$46,505.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,505.00
0009	113	LACTATION CONSULTANT	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$1,947.00	$45,207.00	$45,207.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,207.00
0010	113	NUTRITIONIST	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$1,298.00	$44,558.00	$44,558.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,558.00
0011	113	NUTRITIONIST	$42,000.00	$0.00	$42,000.00	0.03	$1,260.00	$1,298.00	$44,558.00	$44,558.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,558.00
0012	113	ADMIN TECH II	$40,446.00	$0.00	$40,446.00	0.03	$1,213.00	$2,812.00	$44,471.00	$44,471.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,471.00
0013	113	REGISTERED DIETICIAN	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$5,214.00	$44,354.00	$44,354.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,354.00
0014	113	NUTRITIONIST	$39,500.00	$0.00	$39,500.00	0.03	$1,185.00	$1,831.00	$42,516.00	$42,516.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,516.00
0015	113	REGISTERED DIETICIAN	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$2,860.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0016	113	CLINIC MANAGER	$38,325.00	$0.00	$38,325.00	0.03	$1,150.00	$1,776.00	$41,251.00	$41,251.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,251.00
0017	113	LVN	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$1,761.00	$40,901.00	$40,901.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,901.00
0018	113	NUTRITIONIST	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$1,761.00	$40,901.00	$40,901.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,901.00
0019	113	NUTRITIONIST	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$1,761.00	$40,901.00	$40,901.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,901.00
0020	113	NUTRITIONIST	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$1,761.00	$40,901.00	$40,901.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,901.00
0021	113	NUTRITIONIST	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$1,761.00	$40,901.00	$40,901.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,901.00
0022	113	LVN	$37,500.00	$0.00	$37,500.00	0.03	$1,125.00	$1,738.00	$40,363.00	$40,363.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,363.00
0023	113	CLINIC MANAGER	$37,500.00	$0.00	$37,500.00	0.03	$1,125.00	$1,738.00	$40,363.00	$40,363.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,363.00
0024	113	CLINIC MANAGER	$37,500.00	$0.00	$37,500.00	0.03	$1,125.00	$1,738.00	$40,363.00	$40,363.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,363.00
0025	113	CLINIC MANAGER	$37,000.00	$0.00	$37,000.00	0.03	$1,110.00	$1,715.00	$39,825.00	$39,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,825.00
0026	113	NUTRITIONIST	$38,000.00	($2,000.00)	$36,000.00	0.03	$1,080.00	$1,669.00	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0027	113	LVN	$36,000.00	$0.00	$36,000.00	0.03	$1,080.00	$1,669.00	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0028	113	CLINIC MANAGER	$36,000.00	$0.00	$36,000.00	0.03	$1,080.00	$1,669.00	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0029	113	LVN/CLINIC MANAGER	$35,500.00	$0.00	$35,500.00	0.03	$1,065.00	$2,184.00	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0030	113	NUTRITIONIST	$36,000.00	$0.00	$36,000.00	0.03	$1,080.00	$1,669.00	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0031	113	LVN/ CLINIC MANAGER	$35,600.00	$0.00	$35,600.00	0.03	$1,068.00	$2,081.00	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0032	113	NUTRITIONIST	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	($391.00)	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0033	113	CLINIC MANAGER	$36,000.00	$0.00	$36,000.00	0.03	$1,080.00	$1,669.00	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0034	113	CLINIC MANAGER	$36,000.00	$0.00	$36,000.00	0.03	$1,080.00	$1,669.00	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0035	113	NUTRITIONIST	$36,000.00	$0.00	$36,000.00	0.03	$1,080.00	$1,669.00	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0036	113	LVN	$35,600.00	$0.00	$35,600.00	0.03	$1,068.00	$1,650.00	$38,318.00	$38,318.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,318.00

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

AI-5043

1292-441-00-350-001-7
WIC ADM

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0037	113	LVN	$35,600.00	$0.00	$35,600.00	0.03	$1,068.00	$1,650.00	$38,318.00	$38,318.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,318.00
0038	113	LVN	$34,000.00	$0.00	$34,000.00	0.03	$1,020.00	$3,298.00	$38,318.00	$36,668.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,668.00
0039	113	LVN	$35,500.00	$0.00	$35,500.00	0.03	$1,065.00	$1,645.00	$38,210.00	$38,210.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,210.00
0040	113	LVN	$35,500.00	$0.00	$35,500.00	0.03	$1,065.00	$1,645.00	$38,210.00	$38,210.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,210.00
0041	113	LVN	$35,500.00	$0.00	$35,500.00	0.03	$1,065.00	$1,645.00	$38,210.00	$38,210.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,210.00
0042	113	VENDOR LIASON	$34,952.00	$0.00	$34,952.00	0.03	$1,049.00	$1,620.00	$37,621.00	$37,621.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,621.00
0043	113	LVN	$34,000.00	$0.00	$34,000.00	0.03	$1,020.00	$1,576.00	$36,596.00	$36,596.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,596.00
0044	113	LVN	$33,596.00	$0.00	$33,596.00	0.03	$1,008.00	$1,557.00	$36,161.00	$36,161.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,161.00
0045	113	WCS II	$32,789.00	$0.00	$32,789.00	0.03	$984.00	$1,520.00	$35,293.00	$35,293.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,293.00
0046	113	LVN	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$3,040.00	$36,000.00	$36,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,000.00
0047	113	LVN	$32,000.00	$0.00	$32,000.00	0.03	$960.00	$3,040.00	$36,000.00	$36,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,000.00
0048	113	WCS I	$31,598.00	$0.00	$31,598.00	0.03	$948.00	$1,465.00	$34,011.00	$34,011.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,011.00
0049	113	WCS I	$31,598.00	$0.00	$31,598.00	0.03	$948.00	$1,465.00	$34,011.00	$34,011.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,011.00
0050	113	WCS I	$31,598.00	$0.00	$31,598.00	0.03	$948.00	$1,465.00	$34,011.00	$34,011.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,011.00
0051	113	WCS I	$31,598.00	$0.00	$31,598.00	0.03	$948.00	$1,465.00	$34,011.00	$34,011.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,011.00
0052	113	WCS I	$31,598.00	$0.00	$31,598.00	0.03	$948.00	$1,465.00	$34,011.00	$34,011.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,011.00
0053	113	LVN	$0.00	$32,000.00	$32,000.00	0	$0.00	$4,040.00	$36,040.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
							s/b 1,440.00	**2,600.00**	**s/b 36,040.00**							
0054	**113**	**LVN**	**0.00**	**32,000.00**	**32,000.00**	**0**	**0.00**	~~**1,440.00**~~	~~**33,440.00**~~	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**33,440.00**
0055	113	CLERK II	$29,937.00	$0.00	$29,937.00	0.03	$898.00	$1,388.00	$32,223.00	$32,223.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,223.00
T056	121	LVN	$0.00	$32,000.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0057	113	CLERK II	$28,266.00	$0.00	$28,266.00	0.03	$848.00	$1,965.00	$31,079.00	$31,079.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,079.00
0058	113	CLERK	$28,266.00	$0.00	$28,266.00	0.03	$848.00	$1,965.00	$31,079.00	$31,079.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,079.00
0059	113	CLERK II	$27,171.00	$0.00	$27,171.00	0.03	$815.00	$1,889.00	$29,875.00	$29,875.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,875.00
0060	113	CLERK	$26,636.00	$0.00	$26,636.00	0.03	$799.00	$1,852.00	$29,287.00	$29,287.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,287.00
0061	113	CLERK	$26,636.00	$0.00	$26,636.00	0.03	$799.00	$1,852.00	$29,287.00	$29,287.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,287.00
0062	113	CLERK	$26,635.00	$0.00	$26,635.00	0.03	$799.00	$1,852.00	$29,286.00	$29,286.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,286.00
0063	113	CLERK	$26,166.00	$0.00	$26,166.00	0.03	$785.00	$1,819.00	$28,770.00	$28,770.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,770.00
0064	113	CLERK	$26,103.00	$0.00	$26,103.00	0.03	$783.00	$1,815.00	$28,701.00	$28,701.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,701.00
0065	113	CLINIC AIDE	$25,883.00	$0.00	$25,883.00	0.03	$776.00	$1,799.00	$28,458.00	$28,458.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,458.00
0066	113	CLERK	$25,364.00	$0.00	$25,364.00	0.03	$761.00	$1,763.00	$27,888.00	$27,888.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,888.00
0067	113	WCS I	$25,268.00	$0.00	$25,268.00	0.03	$758.00	$1,757.00	$27,783.00	$27,783.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,783.00
0068	113	WCS I	$25,040.00	$0.00	$25,040.00	0.03	$751.00	$1,741.00	$27,532.00	$27,532.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,532.00
0069	113	CLERK	$24,651.00	$0.00	$24,651.00	0.03	$740.00	$1,714.00	$27,105.00	$27,105.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,105.00
0070	113	CLERK	$24,646.00	$0.00	$24,646.00	0.03	$739.00	$1,713.00	$27,098.00	$27,098.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,098.00

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

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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	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0071	113	WCS I	$24,444.00	$0.00	$24,444.00	0.03	$733.00	$1,699.00	$26,876.00	$26,876.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,876.00
0072	113	ADMIN CLERK	$24,444.00	$0.00	$24,444.00	0.03	$733.00	$1,699.00	$26,876.00	$26,876.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,876.00
0073	113	WCS I	$24,301.00	$0.00	$24,301.00	0.03	$729.00	$1,690.00	$26,720.00	$26,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,720.00
0074	113	WCS I	$24,301.00	$0.00	$24,301.00	0.03	$729.00	$1,690.00	$26,720.00	$26,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,720.00
0075	113	CLERK	$23,996.00	$0.00	$23,996.00	0.03	$720.00	$1,668.00	$26,384.00	$26,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,384.00
0076	113	CLERK	$24,716.00	$0.00	$24,716.00	0	$0.00	$1,668.00	$26,384.00	$26,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,384.00
0077	113	CLERK	$23,538.00	$0.00	$23,538.00	0.03	$706.00	$1,636.00	$25,880.00	$25,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,880.00
0078	113	CLERK	$23,538.00	$0.00	$23,538.00	0.03	$706.00	$1,636.00	$25,880.00	$25,880.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,880.00
0079	113	WCS I	$23,144.00	$0.00	$23,144.00	0.03	$694.00	$1,609.00	$25,447.00	$25,447.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,447.00
0080	113	WCS I	$23,144.00	$0.00	$23,144.00	0.03	$694.00	$1,609.00	$25,447.00	$25,447.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,447.00
0081	113	CLERK	$22,907.00	$0.00	$22,907.00	0.03	$687.00	$1,593.00	$25,187.00	$25,187.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,187.00
0082	113	CLINIC AIDE	$22,756.00	$0.00	$22,756.00	0.03	$683.00	$1,582.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0083	113	CLERK	$22,756.00	$0.00	$22,756.00	0.03	$683.00	$1,582.00	$25,021.00	$25,021.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,021.00
0084	113	WCS I	$25,636.00	($2,636.00)	$23,000.00	0.03	$690.00	$488.00	$24,178.00	$24,178.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,178.00
0085	113	CLERK	$21,910.00	$0.00	$21,910.00	0.03	$657.00	$1,523.00	$24,090.00	$24,090.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,090.00
0086	113	MAINTENANCE CLERK	$21,670.00	$0.00	$21,670.00	0.03	$650.00	$1,562.00	$23,882.00	$23,882.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,882.00
0087	113	CLINIC AIDE	$21,674.00	$0.00	$21,674.00	0.03	$650.00	$1,507.00	$23,831.00	$23,831.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,831.00
0088	113	CLINIC AIDE	$21,674.00	$0.00	$21,674.00	0.03	$650.00	$1,507.00	$23,831.00	$23,831.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,831.00
0089	113	WCS	$23,848.00	($2,174.00)	$21,674.00	0.03	$650.00	$1,507.00	$23,831.00	$23,831.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,831.00
0090	113	WAREHOUSE CLERK	$21,072.00	$0.00	$21,072.00	0.03	$632.00	$1,465.00	$23,169.00	$23,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,169.00
0091	113	CLERK	$20,802.00	$0.00	$20,802.00	0.03	$624.00	$1,446.00	$22,872.00	$22,872.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,872.00
0092	113	CLERK	$20,802.00	$0.00	$20,802.00	0.03	$624.00	$1,446.00	$22,872.00	$22,872.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,872.00
0093	113	CLINIC AIDE	$20,802.00	$0.00	$20,802.00	0.03	$624.00	$1,446.00	$22,872.00	$22,872.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,872.00
0094	113	DELIVERY CLERK/DRIVER	$20,431.00	$0.00	$20,431.00	0.03	$613.00	$1,473.00	$22,517.00	$22,517.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,517.00
0095	113	CLINIC AIDE	$20,431.00	$0.00	$20,431.00	0.03	$613.00	$1,421.00	$22,465.00	$22,465.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,465.00
0096	113	CLERK	$20,090.00	$0.00	$20,090.00	0.03	$603.00	$1,397.00	$22,090.00	$22,090.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,090.00
0097	113	CLERK	$19,811.00	$0.00	$19,811.00	0.03	$594.00	$1,377.00	$21,782.00	$21,782.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,782.00
0098	113	CLINIC AIDE	$19,693.00	$0.00	$19,693.00	0.03	$591.00	$1,369.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0099	113	CLINIC AIDE	$19,693.00	$0.00	$19,693.00	0.03	$591.00	$1,369.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0100	113	CLERK	$19,692.00	$0.00	$19,692.00	0.03	$591.00	$1,369.00	$21,652.00	$21,652.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,652.00
0101	113	CLINIC AIDE	$20,069.00	($408.00)	$19,661.00	0.03	$590.00	$1,367.00	$21,618.00	$21,618.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,618.00
0102	113	CLERK	$19,193.00	$0.00	$19,193.00	0.03	$576.00	$1,334.00	$21,103.00	$21,103.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,103.00
0103	113	CLERK	$19,111.00	$0.00	$19,111.00	0.03	$573.00	$1,290.00	$20,974.00	$20,974.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,974.00
0104	113	CLERK	$18,755.00	$0.00	$18,755.00	0.03	$563.00	$1,304.00	$20,622.00	$20,622.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,622.00
0105	113	CLERK	$18,755.00	$0.00	$18,755.00	0.03	$563.00	$1,304.00	$20,622.00	$20,622.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,622.00

HIDALGO COUNTY
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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	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0106	113	CLERK	$18,261.00	$0.00	$18,261.00	0.03	$548.00	$1,270.00	$20,079.00	$20,079.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,079.00
0107	113	CLERK	$18,235.00	$0.00	$18,235.00	0.03	$547.00	$1,268.00	$20,050.00	$20,050.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,050.00
0108	113	CLERK	$18,235.00	$0.00	$18,235.00	0.03	$547.00	$1,268.00	$20,050.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
0109	113	CLERK	$18,235.00	$0.00	$18,235.00	0.03	$547.00	$1,268.00	$20,050.00	$20,050.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,050.00
0110	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0111	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
0112	113	B.F. CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0113	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0114	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0115	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0116	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0117	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0118	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0119	113	B.F. CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0120	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0121	113	BF CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0122	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0123	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0124	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0125	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0126	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0127	113	CLERK	$18,235.00	$0.00	$18,235.00	0.03	$547.00	$1,144.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0128	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0129	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0130	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0131	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0132	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0133	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0134	113	CLEANING AIDE	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0135	113	CLEANING AIDE	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0136	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0137	113	CLINIC AIDE	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0138	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	$1,260.00	$19,926.00	$19,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,926.00
0139	113	CLERK	$18,235.00	($531.00)	$17,704.00	0.03	$531.00	$1,231.00	$19,466.00	$19,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,466.00
0140	113	CLERK	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$1,223.00	$19,348.00	$19,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,348.00

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

AI-5043

1292-441-00-350-001-7
WIC ADM

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0141	113	CLEANING AIDE	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$1,223.00	$19,348.00	$19,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,348.00
0142	113	CLERK	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$1,223.00	$19,348.00	$19,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,348.00
0143	113	CLERK	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$1,223.00	$19,348.00	$19,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,348.00
0144	113	CLERK	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$1,223.00	$19,348.00	$19,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,348.00
0145	113	CLERK	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$1,223.00	$19,348.00	$19,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,348.00
0146	113	CLERK	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$1,223.00	$19,348.00	$19,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,348.00
0147	113	CLERK	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$1,223.00	$19,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0148	113	CLINIC AIDE	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$1,223.00	$19,348.00	$19,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,348.00
0149	113	CLEANING AIDE	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$1,223.00	$19,348.00	$19,348.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,348.00
0150	113	CLERK	$17,594.00	$0.00	$17,594.00	0.03	$528.00	$1,223.00	$19,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0151	113	CLERK	$17,594.00	$0.00	$17,594.00	0.03	$528.00	$1,223.00	$19,345.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
0152	113	CLERK	$17,472.00	$0.00	$17,472.00	0.03	$524.00	$1,215.00	$19,211.00	$19,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,211.00
0153	113	CLERK	$17,472.00	$0.00	$17,472.00	0.03	$524.00	$1,215.00	$19,211.00	$19,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,211.00
0154	113	CLERK	$18,122.00	($650.00)	$17,472.00	0.03	$524.00	$1,215.00	$19,211.00	$19,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,211.00
0155	113	CLERK	$17,472.00	$0.00	$17,472.00	0.03	$524.00	$1,215.00	$19,211.00	$19,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,211.00
0156	113	CLERK	$17,472.00	$0.00	$17,472.00	0.03	$524.00	$1,215.00	$19,211.00	$19,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,211.00
0157	113	CLINIC AIDE	$17,472.00	$0.00	$17,472.00	0.03	$524.00	$1,215.00	$19,211.00	$19,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,211.00
0158	113	CLERK	$17,472.00	$0.00	$17,472.00	0.03	$524.00	$1,215.00	$19,211.00	$19,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,211.00
0159	113	CLERK	$17,472.00	$0.00	$17,472.00	0.03	$524.00	$1,215.00	$19,211.00	$19,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,211.00
0160	113	CLINIC AIDE	$17,472.00	$0.00	$17,472.00	0.03	$524.00	$1,215.00	$19,211.00	$19,211.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,211.00
0161	113	CLINIC AIDE	$17,472.00	$0.00	$17,472.00	0.03	$524.00	$633.00	$18,629.00	$18,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,296.00
0162	113	CLINIC AIDE	$17,594.00	($954.00)	$16,640.00	0.03	$499.00	$1,157.00	$18,296.00	$18,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,296.00
0163	113	CLERK	$17,472.00	$0.00	$17,472.00	0.03	$524.00	$300.00	$18,296.00	$18,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,296.00
0164	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	($370.00)	$18,296.00	$17,763.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,763.00
0165	113	CLERK	$17,597.00	($957.00)	$16,640.00	0.03	$499.00	$1,157.00	$18,296.00	$18,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,296.00
0166	113	CLERK	$17,472.00	($832.00)	$16,640.00	0.03	$499.00	$1,157.00	$18,296.00	$18,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,296.00
0167	113	CLERK	$18,122.00	($1,482.00)	$16,640.00	0.03	$499.00	$1,157.00	$18,296.00	$18,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,296.00
0168	113	CLINIC AIDE	$17,472.00	($832.00)	$16,640.00	0.03	$499.00	$1,157.00	$18,296.00	$18,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,296.00
0169	113	CLINIC AIDE	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$171.00	$18,296.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
0170	113	CLERK	$17,472.00	($832.00)	$16,640.00	0.03	$499.00	$1,157.00	$18,296.00	$18,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,296.00
0171	113	CLINIC AIDE	$17,597.00	$0.00	$17,597.00	0.03	$528.00	$171.00	$18,296.00	$18,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,296.00
0172	113	CLERK	$16,640.00	$0.00	$16,640.00	0.03	$499.00	$1,157.00	$18,296.00	$18,296.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,296.00
0173	113	CLERK	$16,640.00	$0.00	$16,640.00	0.03	$499.00	$1,157.00	$18,296.00	$17,763.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,763.00
0174	113	CLERK	$0.00	$16,640.00	$16,640.00	0	$0.00	$1,656.00	$18,296.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
0175	113	CLERK	$17,472.00	($832.00)	$16,640.00	0.03	$499.00	$624.00	$17,763.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

AI-5043

1292-441-00-350-001-7
WIC ADM

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0176	113	CLERK	$17,594.00	$0.00	$17,594.00	0.03	$528.00	($359.00)	$17,763.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
0177	113	CLERK	$17,472.00	$0.00	$17,472.00	0.03	$524.00	($233.00)	$17,763.00	$17,763.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,763.00
0178	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	($903.00)	$17,763.00	$17,763.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,763.00
0179	113	CLINIC AIDE	$19,693.00	$0.00	$19,693.00	0.03	$591.00	($2,521.00)	$17,763.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
0180	113	CLERK	$18,122.00	$0.00	$18,122.00	0.03	$544.00	($903.00)	$17,763.00	$17,763.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,763.00
0181	113	CLINIC AIDE	$18,122.00	$0.00	$18,122.00	0.03	$544.00	($903.00)	$17,763.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
0182	113	CLINIC AIDE	$0.00	$16,640.00	$16,640.00	0	$0.00	$1,123.00	$17,763.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
0183	114	CLERK	$14,066.00	$0.00	$14,066.00	0.03	$422.00	$978.00	$15,466.00	$15,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,466.00
0184	114	CLEANING AIDE	$13,038.00	$0.00	$13,038.00	0.03	$391.00	$906.00	$14,335.00	$14,335.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14,335.00
0185	114	CLEANING AIDE	$9,062.00	$0.00	$9,062.00	0.03	$272.00	$630.00	$9,964.00	$9,964.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,964.00
0186	114	CLEANING AIDE	$9,062.00	$0.00	$9,062.00	0.03	$272.00	$630.00	$9,964.00	$9,964.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,964.00
0187	114	CLEANING AIDE	$9,062.00	$0.00	$9,062.00	0.03	$272.00	$630.00	$9,964.00	$9,804.20	$0.00	$0.00	$0.00	$0.00	$0.00	$9,804.00
0188	114	CLEANING AIDE	$9,062.00	$0.00	$9,062.00	0.03	$272.00	$630.00	$9,964.00	$9,964.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,964.00
0189	114	CLEANING AIDE	$9,062.00	$0.00	$9,062.00	0.03	$272.00	$630.00	$9,964.00	$9,964.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,964.00
0190	114	CLEANING AIDE	$9,062.00	$0.00	$9,062.00	0.03	$272.00	$630.00	$9,964.00	$9,964.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,964.00
0191	114	CLEANING AIDE	$9,062.00	$0.00	$9,062.00	0.03	$272.00	$630.00	$9,964.00	$9,964.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,964.00
0192	114	CLEANING AIDE	$9,062.00	$0.00	$9,062.00	0.03	$272.00	$630.00	$9,964.00	$9,964.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,964.00
0193	114	CLEANING AIDE	$9,062.00	$0.00	$9,062.00	0.03	$272.00	$630.00	$9,964.00	$9,964.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,964.00
0194	114	CLEANING AIDE	$8,797.00	$0.00	$8,797.00	0.03	$264.00	$612.00	$9,673.00	$8,320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,320.00
0195	114	CLEANING AIDE	$8,797.00	$0.00	$8,797.00	0.03	$264.00	$612.00	$9,673.00	$9,673.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,673.00
0196	114	CLEANING AIDE	$8,797.00	$0.00	$8,797.00	0.03	$264.00	$87.00	$9,148.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0197	114	CLEANING AIDE	$0.00	$8,320.00	$8,320.00	0	$0.00	$562.00	$8,882.00	$8,320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,320.00
0198	113	NUTRITIONIST	$0.00	$38,749.00	$38,749.00	0	$0.00	$0.00	$38,749.00	$38,749.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,749.00
0199	113	NUTRITIONIST	$0.00	$38,563.00	$38,563.00	0	$0.00	$0.00	$38,563.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0200	113	AREA COORDINATOR	$0.00	$50,003.00	$50,003.00	0	$0.00	$0.00	$50,003.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0201	113	LVN	$0.00	$36,005.00	$36,005.00	0	$0.00	$0.00	$36,005.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0202	113	LVN	$0.00	$36,005.00	$36,005.00	0	$0.00	$0.00	$36,005.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0203	113	CLERK	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0204	113	CLERK	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0205	113	CLERK	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0206	113	CLERK	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0207	113	CLERK	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0208	113	CLERK	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0209	113	CLINIC AIDE	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0210	113	CLINIC AIDE	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

AI-5043

1292-441-00-350-001-7
WIC ADM

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0211	113	CLEANING AIDE	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0212	113	REGISTERED DIETICIAN	$0.00	$42,000.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0213	113	CLERK	$0.00	$16,640.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	**4,607,530.00**	**530,205.00**	**5,137,735.00**		**137,040.00**	**273,362.00**	**5,548,137.00**	**4,967,222.20**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**5,000,662.00**

AI-5051 **12.A.**

Approval of Annual Report
CC REGULAR

Date: 08/21/2007
Submitted By: Neida Chavana, TAX OFFICE
Submitted For: Armando Barrera Jr, RTA
Department: TAX OFFICE
Agenda Area: Tax Office

Information

CAPTION

Approval of Annual Report for Tax Collections for July 1, 2006 through June 30, 2007.

BACKGROUND

Report will be provided to ct. members.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/10/2007 09:46 AM	APRV
2	Rey Salazar	Rey Salazar	08/10/2007 01:40 PM	APRV
3	Purchasing Department	Marty Salazar	08/10/2007 02:45 PM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	PEND

Form Started By: Neida Chavana — Started On: 08/09/2007 03:48 PM

Final Approval Date: 08/17/2007

AI-5120 **13.A.6.**

Amendment of contract for Auctioneer Services-Abrego Towing & Storage

CC REGULAR

Date: 08/21/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of amendment to existing contract (subject to legal review) with Abrego Towing & Storage, LLC for "Auctioneer Services" to correct effective date from 8-3-07 through to 10-03-07. C-07-069-06-12

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/16/2007 11:38 AM	APRV
2	Budget & Management	Damaris San Miguel	08/16/2007 01:31 PM	APRV
3	Rey Salazar	Rey Salazar	08/16/2007 04:21 PM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	PEND
Form Started By: Rocio Villarreal			Started On: 08/15/2007 03:42 PM	
Final Approval Date: 08/17/2007				

AI-5129 **13.A.7.**

FUEL CARD REQUESTS -ARGUINDEGUI'S CONTRACT CC REGULAR

Date: 08/21/2007
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Fleet Fueling System Application (ORIGINAL) to be forwarded to Arguindegui Oil Co. II, Ltd. as submitted by the following listed departments detailing the "holder and user" under awarded contract for "Gasoline, On & Off Highway Diesel Fuel":
-Hidalgo County Buildings and Grounds
-Hidalgo County Tax Office

BACKGROUND

See attached applications

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-15-140-001-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$4,778.79 available balance as of 08/17/07.

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-419-40-220-001-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$8,000.00 available balance as of 08/17/07

Attachments

Link: BLD GRD CARDS
Link: TAX OFFICE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/16/2007 05:20 PM	APRV
2	Budget & Management	Damaris San Miguel	08/17/2007 09:13 AM	APRV
3	Rey Salazar	Rey Salazar	08/17/2007 09:26 AM	APRV

4	Auditor's Office	Angelica Tapia	08/17/2007 11:48 AM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 01:26 PM	APRV

Form Started By: Moises Salazar

Started On: 08/15/2007 04:59 PM

Final Approval Date: 08/17/2007

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[x] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[x] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Requesting Fuel Card For Ramon Conte

Requesting Fuel Card For Unit # 48
Ford Ranger 2006 Plate # 228-419

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: Hidalgo County Buildings & Grounds
DATE: 8/10/07
PRINT NAME: Daniel Flores
ACCOUNT:
SIGNATURE:
PHONE: 956-285-7850
JOB TITLE: Director

HIDALGO CO BLDG&GROUNDS
004

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[ ] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[x] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Requesting Fuel Cards For.

" Juan Razo "

" Rogelio Salinas "

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY: Hidalgo County Buildings & Grounds

DATE: 8/10/07

PRINT NAME: Daniel Flores

ACCOUNT:

SIGNATURE: Dan O

PHONE: 956-383-7850

JOB TITLE: Director

002 HIDALGO CO BLDG&GROUNDS 8005182048

FLEET FUELING SYSTEMS, LTD
PO BOX 1545 LAREDO, TX 78042
TEL.: (956)722-5251 FAX: (956) 729-7524

CARD REQUEST FORM

[ ] **TO DELETE/CANCEL A CARD** - SPECIFY THE CARD NUMBER AND DESCRIPTION ON CARD

[X] **TO ADD VEHICLE CARD** - SPECIFY THE UNIT # LIC. #, VEHICLE MAKE, MODEL AND YEAR, FUEL TANK CAPACITY.

[X] **TO ADD DRIVER CARD** - SPECIFY NAME OF PERSON THE CARD IS FOR.

[ ] **TO REPLACE CARD WITH THE SAME SET UP** - SPECIFY THE CARD NUMBER AND THE DESCRIPTION OF THE CARD.

Martin Cepeda
David Flores

REPORT ANY LOST OR STOLEN CARDS AS SOON AS POSSIBLE
TELEPHONE 1-800-722-5251
FAX (956) 729-7524

COMPANY : Hidalgo County Tax Office **DATE:** 8/15/07
PRINT NAME: Armando Barrera Jr. RTA **ACCOUNT:**
SIGNATURE: **PHONE:** 956-289-7472
JOB TITLE: Tax-Assessor Coll.

Acct# 7-1100-415-15-140-001-0682

AI-5123 **13.A.8.**

Interlocal Agreement or MOU between the County of Hidalgo & TX.DPS

CC REGULAR

Date: 08/21/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of an Interlocal Cooperation Agreement or Memorandum of Understanding (whichever is applicable) between the County of Hidalgo and Texas Department of Public Safety in connection with and for the provision of additional police protection in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Link: 5123

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 05:20 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/16/2007 08:13 AM	APRV
3	Purchasing Department (Originator)	Marty Salazar	08/16/2007 11:17 AM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	NEW

Form Started By: Marty Salazar — Started On: 08/15/2007 04:32 PM

Final Approval Date: 08/17/2007

DPS Offices
Located In Property Owned by or Leased by
Hidalgo County

Office Location	City	Staffing	Sq. Ft.	County Owned/ Leased	Staffing/ Building	Occupants
East 13th St	Edinburg	0	1,720	Owned	Building	Proposed 10 additional DPS Troopers for 9-1-07
25th St	Edinburg	0	1,500	Owned	Building	DPS/Drivers License Division
Breyfogle	Palmview	1	1,800	Owned	Both	DPS Trooper
2812 S. International Blvd.	Weslaco	2	3,920	Leased w/ (Larry Dittburner)	Both	DPS Highway Patrol
1414 N. Bicentennial	McAllen	3	-	State Owned	Staffing	DPS Troopers
	Total	**6**				

2007 DPS Budget Amounts

Employees Salaries	$ 153,075.72
Health Insurance	24,984.00
Life Insurance	198.00
FICA	11,705.45
Retirement	13,654.34
Unemployment comp	811.00
Workers Comp	940.99
Budgeted Emp. Salaries & Fringe Benefits	**205,369.50**

Water	660.00
Electronic Surveillance & Security	280.00
Equip. R&M Service	829.00
Land & Bldg Rentals	31,960.00
Surety & Notary Bonds	71.00
Telephone	2,706.44
Printing & Bonding	1,000.00
Travel in County	500.00
Travel Out of County	1,000.00
Office Supplies	500.00
Cleaning & Sanitation Supplies	500.00
Minor Equipment	605.00
Late Fees, Penalties, & Finance Chgs.	100.00
Other	135.00
Budgeted Operating Expenditures	**40,846.44**
Total Budgeted Amount	**$ 246,215.94**

Note:

- Square footage information provided by Daniel Flores for the County owned buildings. The leased office in Weslaco information available through the lease contract.

- Budget dollar amounts provided by Dina Trevino at the Budget Office.

AI-5137 **13.B.1.**

Pct. 1-Professional Surveying Contract-Rio Delta Surveying-C--07-283-08-21

CC REGULAR

Date: 08/21/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting approval of a professional surveyor services contract with Delta Rio Surveying II, Inc. d/b/a Rio Delta Surveying for "Sunrise Park" for Hidalgo County Precinct No. 1. (As selected after evaluation of S.O.Q.'s from the Pool of Surveyors and previously approved by C.C. on July 24, 2007 for negotiation of the contract with Delta Rio Surveying II, Inc. d/b/a Rio Delta Surveying and approved as to form by legal counsel to proceed with final execution of contract).

BACKGROUND

Contract No. C-07-283-08-21
Article 3 "Compensation"
The maximum amount payable under this contract shall not exceed $8,300.00 (see attachment B) the amount agreed for each work order unless an amendment is executed as provided hereinafter. The surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. (IC 8-16-07).

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1210-452-00-120-002-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-16-07 $8,500.00.

Attachments

Link: Pct. 1-Professional Surveying Contract-Rio Delta Surveying-C--07-283-08-21

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/16/2007 02:33 PM	APRV
2	Budget & Management	Damaris San Miguel	08/16/2007 02:48 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/16/2007 03:08 PM	APRV

4	Auditor's Office	08/17/2007 04:44 PM	PEND
Form Started By: Letty Saenz		Started On: 08/16/2007 01:24 PM	
Final Approval Date: 08/17/2007			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-07-283-08-21

THIS AGREEMENT is made effective the 21ST day of **AUGUST, 2007**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **DELTA RIO SURVEYING II, INC.** d/b/a **RIO DELTA SURVEYING** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires surveying services for **"SUNRISE PARK"** located within **HIDALGO COUNTY PRECINCT NO. 1**; and

WHEREAS, County has determined that the services of a Professional Surveyor are sometimes necessary to carry out the required surveying activities; and

WHEREAS, pursuant to Article 2254.002, (2) (A) "The Professional Services Procurement Act," Government Code, the County requested proposals from Professional Right of Way Surveyor to assist the County by providing surveying services; and

WHEREAS, the County has selected the Surveyor to provide surveying services within the County of Hidalgo, Texas through its procured approved Pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor."

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate **upon completion of project** unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each work order.

3. **Compensation.** The maximum amount payable under this Contract shall not exceed **$ 8,300.00 (See Attached Exhibit "B")** the amount agreed for each work order unless an amendment is executed as provided hereinafter. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress**. Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "C," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting**. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

11. **Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate upon completion of project.

14. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County**. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

16. **No Waiver**. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement**. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. **Venue.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **Hold Harmless**. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees**. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. **Notices**. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Appraiser:	Delta Rio Surveying II, Inc. d/b/a Rio Delta Surveying Attn: Jose Mario Gonzalez, R.P.L.S./President 323 West Cano, Suite 101 Edinburg, Texas 78539

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 Unites States mail.

22. **Execution of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

23. **Binding Contract.** This Contract 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 contract.

24. **Gender.** All pronouns used in this Contract 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

25. **Authority.** The execution and performance of this Contract by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____ , 2007 .

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

SURVEYOR:
DELTA RIO SURVEYING, II INC. d/b/a RIO DELTA SURVEYING

By:_____

Printed Name: Jose "Mario" Gonzalez, RPLS

Title: President

EXHIBIT "A"

Services to be provided by Surveyor

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

August 2, 2007

Mr. Joseph Palacios
Chief of Staff
Hidalgo County Precinct # 1
Weslaco, Texas

Re: Sunrise Park Survey
Lot 15, Block 99
Campacuas Addition

Mr. Palacios:

We are pleased to present to you our proposal for professional surveying services. We can perform the surveying at the above mentioned site. The scope of the project as we understand it is as follows:

- Re-establish the property lines (mark property corners) and prepare metes and bounds and or legal description of property.
- Provide a topographic map of the site, including improvements, spot elevations and contours, at a convenient scale.

We can provide the above service for a fee of $8,300.00. If you find this acceptable please let us know as soon as possible so we can schedule this work. Thank you for considering us for your land surveying needs.

Sincerely

Mario Gonzalez, RPLS

EXHIBIT "B"

Payment/Fee Schedule

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

August 2, 2007

Mr. Joseph Palacios
Chief of Staff
Hidalgo County Precinct # 1
Weslaco, Texas

Re: Sunrise Park Survey
Lot 15, Block 99
Campacuas Addition

Mr. Palacios:

We are pleased to present to you our proposal for professional surveying services. We can perform the surveying at the above mentioned site. The scope of the project as we understand it is as follows:

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- Provide a topographic map of the site, including improvements, spot elevations and contours, at a convenient scale.

We can provide the above service for a fee of $8,300.00. If you find this acceptable please let us know as soon as possible so we can schedule this work. Thank you for considering us for your land surveying needs.

Sincerely

Mario Gonzalez, RPLS

EXHIBIT "C"

Insurance Requirements

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID UN RIODE-2 | DATE (MM/DD/YYYY) 08/13/07

PRODUCER

Anco Ins Services of Austin
3103 Bee Cave Road, Suite 242
Austin TX 78746
Phone: 512-330-9836 Fax: 512-330-9856

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

Delta Rio Surveying II, Inc
dba Rio Delta Surveying
8207 Mateo Escobar
Monte Alto TX 78538

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Texas Mutual Ins. Co.	22945
INSURER B:	Zurich	
INSURER C:	Underwriters Lloyds of London	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	PAS001154907	09/02/06	09/02/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ 2000000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001160289	08/01/07	08/01/08	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500000 $ 500000 $ 500000
B		OTHER Property/Equip	PAS001154907	09/02/06	09/02/07	Owned	23000
C		Professional Liab	BEAZ514200806	08/01/07	08/01/08	Aggregate	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDAEDI

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 10 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

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Received Time Aug. 13. 3:26PM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2007

PRODUCER
R B CARTER AGENCY
213 N Broadway
Elsa, TX 78543
(956) 262-1368

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
Delta Rio Surveying II Inc
8207 Mateo Escobar
Edcouch TX 78538

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: American States Insurance Copany	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY	01BA3989974	05/28/07	05/28/08	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[ ]				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Attn: Letty/Purchasing Dept
100 East 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 10 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

Amy Marroquin

© ACORD CORPORATION 1988

AI-5134 **13.B.2.**

Versahandler

CC REGULAR

Date: 08/21/2007
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting authority to purchase through Hidalgo County's membership and participation through the interlocal agreement with TASB-Buyboard's awarded vendor Bobcat Company (contract no.: 205-04) one (1) model V518-Cab VersaHandler including two attachments in the total amount of $56,388.00 which includes delivery fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1336-432-00-121-044-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-17-07 $22,666.15

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-432-00-121-001-0-742
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 8-17-07 $40,000.00
As per Noe Montez monies will be split from two accounts to accommodate purchase.

Attachments

Link: equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/16/2007 05:01 PM	APRV
2	Budget & Management	Damaris San Miguel	08/17/2007 09:14 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/17/2007 09:34 AM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 01:29 PM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 01:44 PM	APRV

Form Started By: Gricelda Villarreal Started On: 08/16/2007 11:15 AM

Final Approval Date: 08/17/2007

Product Quotation

Quotation Number: CMS-03568v2
Date: 08/16/2007

Customer Name/Location	Bobcat Dealer	Vendor/Contract Holder
HIDALGO COUNTY **Attn: CRIS VALLARREAL,** **BUYER** **PURCHASING DEPT** **EDINBURG, TX 78539** **Phone: (956) 318-2626**		**Bobcat Company** **PO Box 6000** **West Fargo, ND 58078** **Phone: 701-241-8719** **Fax: 701-280-7860** **Contact: Crystal Stram** **crystal_stram@bobcat.com**

Description	Part No	Qty	Price Ea.	Total
V518-Cab VersaHandler	**7102471**	**1**	**$51,156.00**	**$51,156.00**

100 HP Turbo Perkins 1104C-44T Engine
- Engine compliant with EPA Tier II Emission Standards

Adjustable Fabric Suspension Seat
Auxiliary Hydraulics
Back-up Alarm
Boom Stop
Cab Enclosure with heat and air conditioning, front, rear & roof windows
with front washer/wipers, dome light and electrical power port
Hitch, Rear pin type
Hydraulic Quick-Tach
Lights, Front & Rear
Lights, Road and Working
Mirrors, Right & Left Side
Parking Brake
Seat Belt
Spark Arrestor Muffler
Tires: Dunlop 400/70X20 (Machine width 78.1")
Turn Signals
Wheel Fenders
Warranty: 12 Months, Unlimited Hours

Attachments	**80" General Purpose Bucket**	**6810279**	**1**	**$1,406.00**	**$1,406.00**
	82" Root Grapple	**7124872**	**1**	**$3,826.00**	**$3,826.00**

Quote Total - US dollars $56,388.00

Prices per the Texas - GPC Contract# 205-04. (Must be a Coop Member to purchase off contract)
Terms Net 30 Days. Credit cards accepted.
FOB Destination within the 48 Contiguous States.
Delivery 60 to 80 days from ARO.
State Sales Taxes apply.
ORDERS TO BE PLACED WITH: The TX GPC Buyboard Purchasing Office, Austin, TX, #1-800-695-2919

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

AI-5149 **13.B.3.**

UCP-City of Edcouch-Emergency Repairs-Manhole
CC REGULAR

Date: 08/21/2007
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration and action necessary on the "Emergency Declaration" approved by the City of Edcouch in connection with the immediate repair of a collapsed manhole located on the corner of Extrumberto Solis & East 4th. Streets to be funded through UCP 2004-Year 17 funding.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By Date	Status
		Marty Salazar 08/17/2007 02:28 PM	CREATED
1	Purchasing Department (Originator)		NEW
2	Budget & Management		
3	Auditor's Office		
4	Court Administrator		

Form Started By: Marty Salazar Started On: 08/17/2007 02:28 PM

AI-5147 **13.C.1.**

Commissioners Court Ranking for professional general engineering services

CC REGULAR

Date: 08/21/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Chapter 262.024(a) (4), 'a professional service' in connection with engineering services required by Precinct #2;

B. Presentation of the scoring grid (for the purposes of ranking by CC) of a least three (3) engineering firms in connection general engineer service for various Precinct No 2 related projects;
1st._____; 2nd._____;
3rd._____;

C.Authority to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for the provision of general engineering services for various Precinct No 2 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1202-431-00-122-006-0-334
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:
Avail. Bal $170,866.26

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/17/2007 02:38 PM	APRV
2	Budget & Management		08/17/2007 04:44 PM	NEW
Form Started By: Rocio Villarreal			Started On: 08/17/2007 02:20 PM	

Final Approval Date: 08/17/2007

AI-5095 **13.D.1.**

Pct.3-Work Authorization No. 1-Javier Hinojosa Engineering-C-07-228A-07-03
CC REGULAR

Date: 08/21/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #1 in the amount of $ 5,500.00 with Javier Hinojosa Engineering for The Anzalduas Boat Ramp Project" -Hidalgo County Precinct No. 3, in connection with Contract No. C- 07-228A-07-03.

BACKGROUND

Work Authorization No. 1

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1287-452-00-123-043-9-334
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$28,712.38 available balance as of 08/15/07.

Attachments

Link: Pct.3-Work Authorization No. 1-Javier Hinojosa Engineering-C-07-228A-07-03

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/15/2007 01:43 PM	APRV
2	Budget & Management	Damaris San Miguel	08/15/2007 01:55 PM	APRV
3	Rey Salazar	Rey Salazar	08/15/2007 04:44 PM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 03:54 PM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 04:17 PM	APRV

Form Started By: Letty Saenz Started On: 08/15/2007 09:57 AM

Final Approval Date: 08/17/2007

EXHIBIT "E"

HIDALGO COUNTY

Professional Engineering Services
Contract #C-07-228A-07-03
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the **"Owner,"** and, **JAVIER HINOJOSA ENGINEERING**, Professional Engineers of McAllen, Texas, hereinafter called **"Engineer"**.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide the preparation of the site improvement survey and topographic survey for the existing boat ramp and pier for the Anzalduas Boat Ramp Project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $5,500.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 5 Section 5.1** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 1-1-267452-00-123-2439-334
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe M. Flores as to content and detail of this Work Authorization No. #1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **July 3, 2007** as indicated below and effective as of _____ day of _____, 2007.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

AI-5085 **13.E.1.**

Purchase of Two (2) New Ford E-350 15 Passenger Vans & Declare (2) Trade In's as Surplus

CC REGULAR

Date: 08/21/2007
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Buildings and Grounds **Purchasing only:** Buildings & Grounds

---

Information

CAPTION

Presentation for discussion, consideration and action necessary including, but not limited to:

1. Approval to declare surplus (for the purpose of trade-in) as required under Texas Local Government Code, Chapter 263.152 (a) (2) the following vehicles:
(1) 2005 Ford F-350 15 Passenger Van with 190,000+ plus miles VIN #1FBSS31L25HB18366
(2) 2006 Ford E-350 15 Passenger Van with 132,000 plus miles VIN #1FBSS31L26HA80364;

2. Request authorization to purchase Two (2) New 2008 Ford E-350 15 Passenger Vans through the County's membership/participation with TASB's "Buyboard" Cooperative Purchasing Program;

Units	Price	Buyboard Adm. Fees	Total
2	$24,932.00	$400.00	$ 50,264.00

Less: Trade-in ($3,250.00 each) (6,500.00)
for a TOTAL PURCHASE PRICE $ 43,764.00

BACKGROUND

See attached completed Assest Transfer form and a copy of Texas Local Government Code, Chapter 262.152 (a) (2) for your review. Purchase of proposed vans will be thru Buyboard #208-04, benefiting the Restitution Center located on 1124 North "M" Road in Edinburg, TX.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1297-423-00-320-005-7-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$49,864.00 available balance as of 08/15/07. Adjusted budget was created in June 2007 for the van purchases.

Attachments

Link: 07-346

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 11:49 AM	APRV
2	Rey Salazar	Rey Salazar	08/15/2007 04:36 PM	APRV
3	Purchasing Department	Marty Salazar	08/17/2007 10:07 AM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	PEND

Form Started By: Oscar Garza — Started On: 08/15/2007 08:31 AM

Final Approval Date: 08/17/2007

MAIN MENU

BID LOG DATA ENTRY FORM

Bid No. 2007346

Buyer OGG

Project Type BUY-BOARD (TASB)

Bid Description
PURCHASE OF TWO (2) NEW 2008 FORD E350 15 PASSENGER VANS

Department
RESTITUTION CENTER

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date	BID PROCESS STATUS
					CLOSED

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
PENDING CC APPROVAL TO PURCHASE & APPROVAL TO DECLARE TWO (2) TRADE IN'S AS SURPLUS

5085

August 09, 2007 2:19:00.92 PM DATE OF LAST UPDATE: 8/9/2007

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

ORIGINAL

(Use this form only for equipment that has the County's ID Tags.)
(For transfer of non-tagged equipment, please contact the Fixed Assets Auditor at the County Auditor's Office)
Auditor JUAN ALVARADO 318-2626 EXT. 4870

		DEPT. NO.	LOCATION
1. TRANSFER TO:	Surplus / Trade-In	9999	—
2. TRANSFER FROM:	Restitution Center	3205	1124 North "M" Road Edinburg, Tx 78539

CONTACT PERSON (PRINT) Joe Lopez or Raul Macias CONTACT # 587-6000 FAX # 318-2488

3. DESCRIPTION OF ITEM	COST	INVENTORY TAG NO.	SERIAL NUMBER	*b CONDITION
Ford E350 15 Passenger Van (190,000 Plus miles)	~~$18,000.00~~ $18,994.25	AA001529 ✓	IFBSS31L25HB18366 ✓	b
Ford E350 15 Passenger Van (132,000 miles)	~~$18,000.00~~ $18,784.25	AA1556 AA001556 ✓	IFBSS31L26HA80364 ✓	b

*a JUSTIFICATION FOR TRANSFER OF PROPERTY: Trade-In Final Disposition. Trade in for two 2008 Ford E350 15 Passenger Vans.

*a NOTE: A valid reason to transfer the asset must be provided for the asset transfer form to be approved.

*b For equipment being transferred to Surplus/Warehouse, please indicate the condition of the items as (a,b,c) Where (a) = good working condition, (b) = fair condition, and (c) = Item is broken and beyond repair.

4. The above transfer is hereby approved by the Purchasing Agent: Martha L. Salazar (PRINT NAME) Martha L. Salazar FW (SIGNATURE) 8-14-07 (DATE)

5. I hereby certify that our department does not have any further use for the equipment identified above: Joe Lopez (PRINT NAME) Joe Lopez (SIGNATURE) 8/13/07 (DATE)

6. I hereby certify that I have received the above described equipment for our department/office: Lopez Liza (PRINT NAME) Lopez, Liza (SIGNATURE) 8-14-07 (DATE)

7. I hereby certify that the above fixed assets are active in the County's Inventory System: Juan Alvarado (PRINT NAME) Juan M. Alvarado (SIGNATURE) 8-14-07 (DATE)

AUDITOR'S USE ONLY
CODE CHANGE

FROM	TO
3205	9999
$ 37,778.50	$ 37,778.50

RECEIVED
AUG 13 2007
PURCHASING DEPT.

COUNTY AUDITOR'S FORM MCJR-CA-010

Please Submit Original Copies Only!
(Not Copies from Purchasing Dept.)

TF # 2007 - 192

PHILPOTT MOTORS LTD.

Government and Commercial Sales
PO Box 876
Port Neches, TX 77651
Phone: (888) 858-7801 *Fax: (254) 865-9118*

USED VEHICLE BID FORM

Year 2005 (unit #1)
Make FORD
Model E350 XL SUPER DUTY
Mileage 180011
VIN 1FBSS31L25HB18366
Exterior color White
Interior color GREY
Engine 350
Warranty

Additional Comments
Driven 6,000 miles (roughly) per month.

Customer Name Hidalgo County Rehabilitation Center
By (Signature) Albert Linn
Title Business manager
Address 1124 North "M" Road
Edinburg Texas 78539
Telephone 956-381-0733
Date June 13, 2007

PHILPOTT MOTORS LTD.

Government and Commercial Sales
PO Box 876
Port Neches, TX 77651
Phone: (888) 858-7801 *Fax: (254) 865-9118*

USED VEHICLE BID FORM

Year 2006 (unit #2)
Make Ford
Model E 350 Super Duty ~~Advanced~~ TRac RSC
Mileage 127,381
VIN 1FBSS31L26HA80364
Exterior color White
Interior color Grey
Engine 350
Warranty

Additional Comments
Driven 6,000 miles (roughly) per month

Customer Name Hidalgo County Prostitution Center
By (Signature) Albert Luna
Title Business Manager
Address 1124 ~~E.~~ North "M" Road
Edinburg, Texas 78539
Telephone 956-381-0733
Date June 13, 2007

Page 1 of 3

80(R) HB 2365 - Introduced version - Bill Text

(c) A sale of land under this subchapter may include land appurtenant to the land on which the hotel or related facilities have been built.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.107. Expenditure of Tax Funds

In an agreement authorized by this subchapter, the commissioners court of a county may spend tax funds consistent with state law but must limit each commitment or expenditure of tax funds associated with the agreement to an amount available from current revenues of the county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

[Sections 263.108 to 263.150 reserved for expansion]

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 263.151. Definitions

In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989.

§ 263.152. Disposition

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in t ests of the county;

(3) order any of the property to b otherwise disposed of as worthless i sioners court undertakes to sell that p Subdivision (1) and is unable to do bids are made; or

(4) dispose of the property by do civic or charitable organization locate if the commissioners court determines

(A) undertaking to sell the propert vision (1) would likely result in no price that is less than the county's quired for the bid process;

(B) the donation serves a public pu

(C) the organization will provide t adequate consideration, such as reliev of transportation or disposal expenses property.

(b) If the property is earth-moving, dling, road maintenance, or constructi the commissioners court may exercise option in a contract in disposing of p Subsection (a)(1) or (a)(2). The repur equipment contained in a previously chase contract is considered a bid und (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg Acts 2003, 78th Leg., ch. 345, § 3.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1 ed by Acts 1989, 71st Leg., ch. 1, § 61(b), eff Acts 1991, 72nd Leg., ch. 416, § 3, eff. Sept 1993, 73rd Leg., ch. 237, § 1, eff. Aug. 30, 1 74th Leg., ch. 746, § 5, eff. Aug. 28, 1995; Leg., ch. 254, § 1, eff. May 28, 1999; Acts ch. 43, §§ 1, 2, eff. May 15, 2003; Acts 2003 345, §§ 1, 3, eff. June 18, 2003.

§ 263.153. Notice

(a) The commissioners court shall pu a sale of surplus or salvage property i newspaper of general circulation in the c

(b) The notice must be published on 30th day but before the 10th day befor the sale.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1,

§ 263.154. Rejection of Offer

The commissioners court or its desi sentative conducting the sale may rejec

Requisition
RESTITUTION CENTER

Req # 00115913
PO #
Date: 08/08/07

Bill To: x
x

Vendor : 220779
PHILPOTT MOTORS LTD
1400 US HWY 69
NEDERLAND TX 77627
FAX (254)865-9118

Ship To: RESTITUTION CENTER
1124 N. M. RD
EDINBURG Tx 78539

Contact: Albert

Contract No:

Special Instructions:
Req.#694

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	EACH	2008 Ford E350 15 Pass. Van	24,932.00	49,864.00
1	EACH	Buyboard Admn. Fee	400.00	400.00
2	EACH	Less Trade-In on two (2) vans 1.) 2005 Ford E350 15 Pass. van with 190,000 plus miles Vin#1FBSS31L25HB18366. 2) 2006 Ford E350 15Pass. Van with 132,000 plus miles Vin.#1FBSS31L26H80364.	-3,250.00	-6,500.00
		Account No	Encumbrance	
		7-1297-423-00-320-005-7-741	43,764.00	
			Freight	.00
			Total	43,764.00

Vangie
not for
Albert

Authorized By: _____

PURCHASE REQUISITION Req. 115913

TO: Accounting Section Ctrl# 989067
FROM: Hidalgo County Restitution Center am 8/8/07
DATE: 23-Jul-07
ACCT. #: 7-1297-423-00-320-005-7-741 ✓
DEPT. REQ #: 694
CO. REQ. # 115913
am 8-8-07 @ 9:32

	Vendor #1	Vendor #2	Vendor #3
	Philpott Motor LTD		
	P.O. Box 876 / 1400 US Hwy 69		
	Port Neches, Texas 77651		
	888-858-7801		
	Contact Alan Wiley	Contact:	Contact:
	Vendor #: 220779	Vendor #:	Vendor #:

	Description	QUANTITY	UNIT	Unit Price	Total	Unit Price	Total	Unit Price	Total
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
	2008 Ford E350 15 Pass. Van	2	each	24932	$49,864.00 ✓		$0.00		$0.00
					$0.00		$0.00		$0.00
	Buyboad Admn. Fee	1	each	400	$400.00 ✓		$0.00		$0.00
					$0.00		$0.00		$0.00
	LESS Trade-In on two (2) vans	2	each	- 3250	- $6,500.00 ✓		$0.00		$0.00
	1.) 2005 Ford E350 15Pass.van				$0.00		$0.00		$0.00
	with 190,000 plus miles				$0.00		$0.00		$0.00
	vin#1FBSS31L25HB18366				$0.00		$0.00		$0.00
	2.) 2006 Ford E350 15Pass. Van				$0.00		$0.00		$0.00
	with 132,000 plus miles				$0.00		$0.00		$0.00
	vin# 1FBSS31L26HA80364				$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00
					$0.00		$0.00		$0.00

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #288-04

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: ALBERT LIMAS **Date:** 15-Jun-07

Product Description: FORD CLUB WAGON

A. Bid Series: 82 **A. Base Price:** $ 17,783.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	15 PASSENGER E-350	INCL	8S31	2008 MODEL UPGRADE	$ 2,384.00
	5.4L V8 GAS AUTOMATIC	INCL		NEW FRONT BODY STYLE	INCL
	FRONT AND REAR A/C HEAT	INCL		GPC ADJUSTMENT	INCL
	AM-FM RADIO	INCL		FUEL-STEEL SURHHARGE	INCL
	TILT WHEEL	INCL	723A	XLT UPGRADE	$ 3,892.00
	VINYL SEATS-RUBBER FLOOR	INCL		CHROME BUMPERS	INCL
	FULL SPARE TIRE	INCL		CLOTH CAPTAINS CHAIRS	INCL
	DELIVERY	INCL		AM-FM CD	INCL
924	PRIVACY GLASS	$ 437.00		TILT/CRUISE	INCL
948	REMOTE KEYLESS ENTRY	$ 180.00		POWER WINDOWS-LOCKS	INCL
				CARPET	INCL
687	RUNNING BOARDS	$ 256.00			

Total of B. Published Options: $ 7,149.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		ESTIMATED DELIVERY IN 90-120 DAYS	NOTE

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment: _____

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 24,932.00

G. Quantity Ordered 2 **x F =** $ 49,864.00

H. BUYBOARD Administrative Fee $ 400.00

I. Non-Equip Charges & Credits LESS TRADE 05 VAN 18366 & 06 VAN 80364 $ (6,500.00)

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 43,764.00

Philpott Motor Company

1400 U.S. Highway 69
Nederland, TX 77627

Mailing Address:
P.O. Box 876
Port Neches, TX 77651

409-727-1451 • Fax: 409-727-0739

Government and Commercial Sales

FAX

DATE: 6-15-07

TO: ALBERT LIMAS

fax: 956 380-2307 phone: 381-0733

FROM: Alan Wiley
phone: (254) 865-9112
toll-free phone: (888) 858-7801
fax: (254) 865-9118
e-mail: awiley0845@aol.com

 # OF PGS: 2

MESSAGE:

BUYBOARD STATE BID - $400.00 PER ORDER. PLEASE MAKE OUT YOUR ORDER TO PHILPOTT MOTORS AND FAX TO 254 865-9118 ALONG WITH A COPY OF THE CUSTOMIZED PRODUCT PRICING SUMMARY. ALSO PLEASE FAX A COPY OF THE PURCHASE ORDER TO BUYBOARD @ 800 211-5454 FOR THEIR APPROVAL. MUNICIPAL LEASE/PURCHASE PLANS AVAILABLE.

Thanks,

AI-5102 **13.F.1.**

HIDTA Task Force-Termination Notice-Contract No. C-07-013-01-29-Angel's Maid Janitorial Svc.

CC REGULAR

Date: 08/21/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** HIDTA

Information

CAPTION

Presentation for discussion acceptance and approval to exercse the "thirty (30) day written notice of termination of contract" with Angel's Maid and Janitoral Services in connection with Contract No. C-07-013-01-29-"Janitorial Services" as recommended for consideration by the Hidalgo County HIDTA Task Force.

BACKGROUND

Letter of complaint and request by HIDTA Task Force

Fiscal Impact

Attachments

Link: HIDTA Task Force-Termination Notice-Contract No. C-07-013-01-29-Angel's Maid Janitorial Svc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/16/2007 11:08 AM	APRV
2	Budget & Management	Damaris San Miguel	08/16/2007 01:31 PM	APRV
3	Rey Salazar	Rey Salazar	08/16/2007 04:05 PM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 03:55 PM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 04:17 PM	APRV

Form Started By: Letty Saenz — Started On: 08/15/2007 11:58 AM

Final Approval Date: 08/17/2007

Hidalgo County H.I.D.T.A. Task Force

MEMORANDUM

To: **Martha Salazar, CPPB, Hidalgo County Purchasing Agent**

Cc: **Mary A. Maldonado, Hidalgo County Purchasing - Contract Manager**

From: **Dora L. Munoz, Hidalgo County HIDTA Task Force Commander**

Date: **July 31, 2007**

Ref: **Contract # C-07-013-01-29 - Angel's Maid and Janitorial Service**

For the last several years, the Hidalgo County HIDA Task Force has utilized Angel's Maid and Janitorial Service.

On July 19, 2007, Ms. Debora Jimenz, the vice president of Angel's Maid & Janitorial Service mentioned that she had not received payment for the month of June 2007. Ms. Jimenz was informed that the June invoice was paid with check number 320943 and mailed on July 10, 2007. On 23rd of July, Ms Jimenz asked to have the check cancelled and new one issued, at that time Ms. Jimenz was told that a check would be issued on 31st of July. The next day (July 24th), Ms. Jimenz submitted the July 2007 invoice and informed us that she would not be in from the 25th thru the 31st July or until she received the outstanding payment. Ms. Jimenz also mentioned that if we were not happy with this arrangement we would cancel the contract.

The Task Force has been very satisfied with the job performance of Angel's Maid. However, recently there's been a deviation from the agreed schedule and a failure to properly notify us when there was a change of schedule. After careful review and consideration, I feel that we should terminate the contract with Angel's Maid and Janitorial Service.

If you should have any questions, please contact Sonya Lopez, Hidalgo County HIDTA Task Force Administrative Assistant or me. Thank you.

AI-5100 **13.G.1.**

Fatpipe Network "DEVOLVE"
CC REGULAR

Date: 08/21/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer equipment and/or peripherals (1-Fatpipe 1901-W 15MB Warp Load Balancer for $10,620.00
including (1-RF-SRV-Gold-maintenance & support services agreement for one (1) year for $2,112.00 with "DEVOLVE CORP." through TCPN- Contract #R4504 with a total not to exceed $12,732.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in req #116280 dated 8-14-07 $2,112.00; Available Acct balance as of 8-15-07 $808.18.

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-200-002-0-745
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in req #116280 dated 8-14-07 $10,620.00; Available Acct balance as of 8-15-07 $1,230.27.

Attachments

Link: Fatpipe Network

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/15/2007 02:31 PM	APRV
2	Budget & Management	Damaris San Miguel	08/15/2007 02:55 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/15/2007 03:20 PM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 01:47 PM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 01:49 PM	APRV

Form Started By: Matilde Faz

Started On: 08/15/2007 11:30 AM

Final Approval Date: 08/17/2007

Requisition

Req # 00116280

PO #

Date: 08/14/07

Regular
#5100
8/21/07

Bill To: x
x

Vendor : 332763
DEVOLVE CORP
12626 FUQUA STREET
HOUSTON TX 77034
FAX (281)481-0432

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

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **TCPN#-R4504**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COUNTY WIDE		
		DO NOT DUPLICATE ORDER		
1	EACH	FP WARP 15MB WARP Load balancer and failover 4U unit for WAN optimization and WAN failover for ideal connectivity.	10,620.00	10,620.00
1	EACH	FP-Gold Service For One Year	2,112.00	2,112.00
		Account No	Encumbrance	
		7-1100-415-00-200-002-0-336	2,112.00	
		7-1100-415-00-200-002-0-745	10,620.00	
			Freight	.00
			Total	12,732.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

DEVOLVE CORP
Network Cabling Services

June 18, 2007
August 14, 2007 Revised

Hidalgo County
Cruz Quintana
100 N. Closner Blvd.
Edinburg, Texas 78539

TCPN# - R4504

Mr. Cruz Quintana,

Thank you for allowing DEVOLVE **a State of Texas approved Woman Owned Small Disadvantaged Business (HUB),** the opportunity to provide you with this proposal in regards to the Fatpipe Networks quote.

The maintenance is good for one year from the date of the PO.

Pricing in this proposal is based on the information provided by your particular part number request.

1	1901-W	FP WARP 15MB	$ 10,620.00
1	FP-SRV-GOLD	FP Gold Service For One Year	$ 2,112.00
		Total:	**12,732.00**

1901-W15 WARP 15MB4U WARP Load balancer and failover 4U unit for WAN optimization and WAN failover for ideal connectivity.

- FatPipe WARP load balances incoming and outgoing WAN traffic. FatPipe WARP provides the highest level of speed
- reliability and redundancy for WANs

WARP combines multiple WAN connections of any kind over multiple backbones and ISPs, or the same ISP with different POPs, for up to 15mb, and the highest level of reliability and redundancy for inbound and outbound IP traffic. No BGP programming or ISP co-operation is

needed.

Network downtimes (LAN/WAN) among large companies cost upwards of $32.5 million in lost productivity and revenue.
WANs fail or degrade on an average of 7.1 hours per month
64% of companies do not have sufficient disaster recovery plans for their WAN**
An average corporation has the potential to lose 7.8 million per year in WAN down time.

Reliability:
Highest redundancy and reliability of Internet/WAN
Bonds over multiple ISPs or the same ISP with different POPs, without ISP support
Works over multiple backbones and ISPs for seamless integration of data streams
Dynamic load balancing and auto fail-over features

Speed:
Redundancy, reliability and speed of aggregated lines up to 135Mbps - Works with T1, T3, E1, E3, & Wireless

Remote management:
Web-based management tools to monitor activities of routers and FatPipe WARP
Remote reboot
Remote upgrades of software
Paging and emergency e-mail notification for Administrators

Features:
Provides highly reliable and redundant access to Citrix and other servers
FatPipe SmartDNS intelligently chooses the fastest connection available
Reverse Port Mapping lets you conserve IP addresses and direct application traffic to specific servers
Bi - directional data transmission over multiple lines, backbones, and/or ISPs
Bonds multiple connections of similar or dissimilar speeds without BGP programming

Should you have any questions about our proposal or require additional information, please do not hesitate to call me at 281-484-1777.

Sincerely,

Linda Searcy
Vice-President of Sales and Estimating
DEVOLVE
Cell- 281.300.7187
lsearcy@devolvecorp.com

All Rights Reserved.

FatPipe Professional Services Programs

FatPipe Professional Services offers a variety of support programs designed to get you the support you need when you need it. We recognize that your WAN connectivity is mission-critical and are committed to the very finest in customer service and satisfaction. We boast a team of talented technical and support engineers, second to none, with a level of expertise and dedication that is truly "Best of Breed."

- FatPipe Standard Support
- FatPipe Gold Support
- FatPipe Platinum Support

Standard	Gold	Platinum
8:00 am to 6:00 pm. MT, Mon-Fri	7:00am to 7:00pm MT, Mon-Fri	24 x 7
Term: 90 days from purchase	Term: 1 year from purchase	Term: 1 year from purchase
Feature and version upgrades	Feature and version upgrades	Feature and version upgrades
Next business day replacement 3pm MST cutoff	Next business day replacement 3pm MST cutoff	Next business day replacement 3pm MST cutoff
4-hour telephone based install support within business hours	3-hour telephone based install support. Pre-scheduled weekday installs.	Unlimited telephone based install support. Pre-scheduled off hours and weekends installs.
4 support incidents + install	9 support incidents + install	Unlimited support incidents
e-mail support - 24 hour turn around at no charge	e-mail support - 24 hour turn around 2 Mbps Products – US $1300 All other products – US $2200	e-mail support - 24 hour turn around 2 Mbps Products – US $2000 All other products – US $3000

Any support or resources required beyond the Standard Scope of Work will be subject to fees and charges aside from those applicable to any of the FatPipe Professional Services Programs. (e.g. network design or architecture, troubleshooting of any network aspect other than FatPipe products, research into other network devices/issues, etc.).
Rate: $150 per hour

FatPipe Standard Support
FatPipe products are recognized for being easy to install, configure and manage. FatPipe Standard Support enhances these features with:

- Advanced-exchange replacement of defective hardware 90 days from the date of shipment.
- 90 days of telephone or Web-based support for installation and configuration assistance during 8am – 6pm Mountain Time.
- 90 days of software and firmware updates
- Access to FatPipe's electronic support tools

Created by Neevia docuPrinter Pro trial version http://www.neevia.com

FatPipe Gold Support

Designed for customers who need advanced technical support and the additional benefits of on-going software and firmware updates, FatPipe Gold Support is an annual service that includes:

- Advanced-exchange replacement of defective hardware 1 year from the date of shipment
- Telephone or web-based support 7am-7pm MST
- Access to FatPipe's electronic support tools
- All software and firmware upgrades and updates for 1 year

FatPipe Gold Support can be purchased from any FatPipe reseller. **FatPipe Gold Support is only available for customers in the U.S. and Canada.** For more information contact your local FatPipe reseller or sales representative. Please contact FatPipe Networks for support programs outside the U.S. and Canada.

FatPipe Platinum Support

For customers with support needs that require the highest-level of manufacturer cooperation and interaction, we offer FatPipe Platinum Support. An annual service that offers:

- Advanced-exchange replacement of defective hardware 1 year from the date of shipment
- Telephone support, 24X7
- Enhanced escalation for high-priority problems
- Access to FatPipe's electronic support
- All software and firmware updates and upgrades for 1 year

FatPipe Platinum Support can be purchased from any FatPipe reseller. **FatPipe Platinum Support is only available for customers in the U.S. and Canada.** For more information contact your local FatPipe reseller or sales representative. Please contact FatPipe Networks for support programs outside the U.S. and Canada.

Onsite Support

Onsite support from FatPipe Professional Services can be requested anytime. The additional cost for Onsite support per incident is:

- Travel costs including tickets, car, etc.
- Hotel charges
- $1000 per day

* * * *

The person signing below warrants that s/he is duly authorized to sign for and on behalf of their company.

By _____ _____

(Authorized Signature of Reseller) Company Name

_____ _____

Printed Name Date

AI-5083 **13.H.1.**

Computer Purchases
CC REGULAR

Date:	08/21/2007		
Submitted By:	Matilde Faz, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Requesting authority to purchase computer equipment and peripherals from state awarded vendors through our membership/participation in TBPC's Cooperative Purchasing Programs;
CISV vendor CDW-G through requisition #116237 for the total of $7,210.24

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1293-441-00-340-013-6-743

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

BUDGETARY IMPACT:

Funding for this purchase will be transferred in from 7-1293-441-00-340-013-6-745 Computer Equipment indicated on the Consent Agenda dated 08/21/07 Item Number 5070.

Attachments

Link: Projector

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/16/2007 10:50 AM	APRV
2	Budget & Management	Damaris San Miguel	08/16/2007 01:30 PM	APRV
3	Rey Salazar	Rey Salazar	08/16/2007 03:45 PM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 03:56 PM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 04:17 PM	APRV

Form Started By: Matilde Faz Started On: 08/14/2007 04:36 PM

Final Approval Date: 08/17/2007

Requisition

Req # 00116237

PO #

Date: 08/14/07

Regular
#5083
8/21/07

Bill To: x
x

Vendor : 153915

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

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **JOSIE ESCALANT**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2	EACH	INFOCUS WORK BIG LP 850 PROJECTOR ORDER #520973	3,605.12	7,210.24
		Account No	Encumbrance	
		No 743		
			Freight	.00
			Total	7,210.24
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Regular
written quote

Authorized By: _____

Regular
5083
8/21/07
Req# 116237
quote # 7
page 1 of 2

CDW·G 800.581.4239

If content spans the full width of the page, you should print using landscape orientation.

Thank You

CISV vendor
136423011 0800/144463

Quote Details

Quote Number: **Q307052**
Quote Placed: **August 13, 2007 at 03:34 PM**
Billed From: **CDW Government Inc., 230 N. Milwaukee Ave, Vernon Hills, IL - 60061 (800) 594-4239**

You will be sent an e-mail confirming this quote. Please print a copy of this page for your records.

Note:
Thank you for your online quote request. Prior to converting this quote to an order, please contact your account manager for configuration, pricing, and contract verification. Should you choose to convert this quote to an order without verification, you may be contacted by your account manager to confirm the details of your order.

Shipping Address	Shipping Method	Billing Address
Hidalgo County Health Dept. Attn: Rigo Hinojosa 1304 S. 25th Ave. Edinburg, TX - 78539	**Carrier** FedEx Standard Overnight	1304 S 25th Ave Edinburg, TX - 785397205
☑ Save as Default	☐ Save as Default	☑ Save as Default

Save time on your next purchase with **Express Quote!**
Set shipping and billing preferences for faster quote creation. Save as Default Settings

Quote Reference

Quote Description	Cost Center Code	Notes to Account Manager
infocus projector		

Product Description	CDW	Availability	Qty	Unit Price	Ext. Price
InFocus Work Big LP 850	520973	1-3 days	2	$3,605.12	$7,210.24

page 2 of 2

Sub-total	$7,210.24
Shipping	$179.61
Sales Tax	$0.00
Grand Total	$7,389.85

Continue Shopping

Your Grand Total reflects your Billing Organization's Tax Exempt Status.
***Attention NEW FEDERAL CUSTOMERS:**
If tax appears on your order, it will be deleted when the order is processed. No tax will be charged.

Req# 116237
quote #2

COMPUSA Business

CompUSABusiness.com » **Shopping Cart**

Qty	Description	Fulfillment	Your Price	Total	Shipping
Delivery Items					
2 Remove	LP850 Projector, XGA, 4500 Lumens, LCD Product Number: 50320583 Brand: InFocus Mfg. Number: LP850 Usually Ships In: 1 - 2 Business Days View Add-Ons | Protect this product	Delivery	$4,799.99	**$9,599.98**	$0.00
			Sub-Total:	**$9,599.98**	**$0.00**

Sub-Total:	**$9,599.98**
Shipping:	**$0.00**
Tax:	Estimate
Total (before tax):	**$9,599.98**

[redacted]

Not CISV Vendor

Delivery Method:

- (•) Ground Freight (3-5 Business Days) (Continental US) ($0.00)
- ( ) 2-Day Delivery (Continental US) ($87.06)
- ( ) Air Freight Next Day (AM Delivery) (Continental US) ($104.84)

Change location

Promo Code:

Unless noted, codes not valid on in-store pick-up orders. One promo code per cart.

[redacted]

- *Shipping not included in subtotal.
- **Tax not included in subtotal. Tax exempt customers click here.
- Click here for rebate terms and conditions.
- For more detailed information on when you can expect your order to be delivered, click here.
- Please allow extra days for shipments to Alaska and Hawaii.

Shopping	Stores	Services	Specialty Sites	Company Info
View Cart	Store Locations	Digital Services	Auctions	About Us
My Account	Store Ad	TechProLive	Business Sales	Diversity
Order Status	In-Store Pick-Up	Service Plans (TAP)	Premiere Buys	Careers
Gift Cards	Training	CompUSA Credit Card	Partsearch	Newsroom
Wish Lists	Service/Repairs	E-Gift Announcements	Clearance Store	Affiliate Program
Customer Reviews			Overstock Store	Customer Service
			Download Store	

Accessories Computers Computer Upgrades Electronics Gaming Monitors Networking Notebooks Software Supplies See All »

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Req# 116237
quote#3

ZONES

Connecting Businesses & Technology

800-408-9663 | Logout | Order Status | My Account | Checkout
Welcome back, Rigo Hinojosa

Items 2 Subtotal $9,504.00
Search GO

Zones Stores
- Small Business
- Corp Business
- Mac Zone
- Creative Pro
- Public Sector
- Clearance

Solutions Center
- Networking
- Networking Storage
- Security

Resources
- Email Signup
- Webinars
- License Tracker
- ZonesConnect
- Customer Service
- Professional Services

Imagine in 3D punch!
Click Here to Learn More

Express Servers from IBM
Get the most for your business
Click Here to Learn More

Submit a Quote

To submit a quote you can enter a specified amount for each line item or enter a combined sum in QUOTE TOTAL field for the entire order. Enter a name in the QUOTE NAME field and click "Submit."

Item#	Description	Mfr Part #	Status	Unit Price	Qty	Ext. Price	Quote Price
01165852	InFocus LP850 4500 Lumen XGA Projector	LP850	IN STOCK	4752.00	2	9504.00	9504.00

NOTES

QUOTE TOTAL: 9,504.00

QUOTE NAME:* infocus projector

*Required fields

Cancel / Return to Cart

CISV Vendor
191143189400

Submit
Print Detail

Estimated Shipping Cost

This shipping information is for reference only and is provided for a more complete look at the total cost of your potential order. These estimates are not sent with your Quote and are subject to change when your order is placed.

Enter Zip For Estimated Freight Cost: 78539

Submit

FedEx Ground	$39.00
FedEx 2nd Day	$78.00
FedEx 1 Day 3:00pm	$111.39
FedEx 1 Day 10:30am	$133.67
DHL 2nd Day	$101.96
DHL 1 Day	$154.17

Subtotal: $9,504.00

SHIPPING $39.00

TAX 787.30

TOTAL 10330.30

Shipping cutoff times apply
Detailed Delivery Options

Zones - Lowering the Cost of IT Procurement
Copyright © 1996 - 2007 Zones, Inc.

AI-5097 **13.I.1.**

WIC Clinic-Lease Of Office Space in Starr County
CC REGULAR

Date: 08/21/2007
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

A. Presentation for discussion, consideration and action to award to the sole bid received for RFB #07-272-Lease of Office Space in the City of Rio Grande" for a WIC Program Clinic located in Starr County, including approval of the lease agreement (subject to legal review);
B. Presentation for discussion, consideration and recommendation to reject all bids received in connection with the RFB #07-273- Lease of Office Space in the City of Roma" for a WIC Program Clinic located in Starr County, with approval to readvertise the project

BACKGROUND

Fiscal Impact

FISCAL YEAR: N/A **ACCT. #:** N/A
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact as of 8-17-07. Approval of bid award only. Funding is available within department's budget (please refer to attachments).

Attachments

Link: Rio Grande

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/16/2007 05:20 PM	APRV
2	Budget & Management	Damaris San Miguel	08/17/2007 09:13 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/17/2007 03:19 PM	APRV
4	Purchasing Department	Marty Salazar	08/17/2007 03:27 PM	APRV
5	Auditor's Office	Angelica Tapia	08/17/2007 02:33 PM	NEW

Form Started By: Gricelda Villarreal Started On: 08/15/2007 10:20 AM

Final Approval Date: 08/17/2007

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Norma L. Longoria
WIC Program Director
Via Fax: 381-0017

Attn: Margarita Gonzalez
WIC Administrative Assistant

From: Cris Villarreal, Buyer CV.
Hidalgo County Purchasing Dept.

Date: August 9, 2007

Re: Bid No. 07-272 "Lease of Office Space for City of Rio Grande-WIC Clinic"

Enclosed, for your review, comments and recommendations, please find a copy of the sole bid received for the referenced bid project.

After reviewing the bid, there are several concerns that need to be clarified with the bidder regarding the Specifications for items #5 & #6.

Under Requirements and/or Terms & Conditions, first two bullets of item #1.

Please submit your recommendation no later than **Friday, August 10, 2007**, by **4:00 P.M.** in order to place on the next Commissioner's Court Meeting **Tuesday, August 14, 2007** for award of bid.

If you have any questions, please call me at 318-2626, Ext. 4867.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: _____Yes / _____ No / _____ Other (specify)_____

BUDGET ACCOUNT #: _____

Norma Longoria Norma Longoria 8/17/07
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

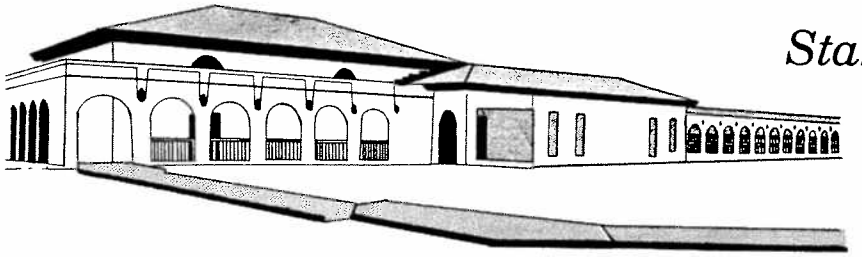
DEPARTMENT NAME: Hidalgo County WIC Program

BID OPENING DATE: August 8, 2007 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: Lease of Office Space in the City of Rio Grande City- WIC Clinic

BID NO: 07-272-08-08CGV

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Starr County Memorial Hospital Rio Grande City	$1.05 s/f	$3,596.25 monthly	
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				



Starr County Memorial Hospital

OFFICE OF THE ADMINISTRATOR

P. O. BOX 78
RIO GRANDE CITY, TEXAS 78582
(956) 487-5561

August 6, 2007

Hidalgo County
100 E. Cano, 4th Floor; Adm. Bldg.
Edinburg, Texas 78539

RECEIVED

AUG 0 8 2007

PURCHASING DEPT.

Re: **HIDALGO COUNTY**
Bid No: 07-272-08-08CGV

Dear Ms. Salazar:

Enclosed you will find the Starr County Memorial Hospital's Bid Number 07-272-08-08CGV for the lease of office space at the San Juan Plaza, 600 North Garza St. Rio Grande City, Texas.

The space available is 3,425 sq. ft. in Building A (San Juan Plaza Health Complex). This is the space that is currently leased by the Community Action Council of South Texas for the WIC Program. This space would require no modifications and could be a similar transition for the Hidalgo County WIC Program.

The rental fee includes the Starr County Memorial Hospital being responsible to pay the water bill and the grounds maintenance.

Please call me with any questions you may have at (956) 487-5561 Ext. 2220.

Thank you,

Thalia H. Munoz, RN MS; Administrator
Starr County Memorial Hospital

HIDALGO COUNTY - WIC PROGRAM
"LEASE OF OFFICE SPACE - RIO GRANDE CITY"

Bid No.: 07-272-08-11CGV

BID PAGE

BID PRICE PER SQUARE FOOT: $ 1.05

TOTAL MONTHLY BID PRICE: $ 3,596.25

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: 3,425

PHYSICAL LOCATION OF PROPOSED BUILDING:
600 N. Garza Street
Part of Building A
Rio Grande City, Texas 78582

Term:
The initial term of contract/lease is for a period of three (3) years with the County's option to renew for two (2) additional one (1) year terms under the same rates, terms and conditions.

PARTICIPATING BIDDER'S INFORMATION

COMPANY/BIDDER'S NAME: STARR COUNTY MEMORIAL HOSPITAL

ADDRESS: 2753 Hospital Court / P. O. Box 78

CITY/STATE/ZIP CODE: RIO GRANDE CITY, TEXAS , 78582

PHONE NUMBER: (956) 487-5561

FAX No: (956) 487-0332 CELLULAR No:

AUTHORIZED SIGNATURE: Thalia H Munoz RN, MS

PRINTED NAME: THALIA H. MUNOZ

TITLE: ADMINISTRATOR

AI-5059 **13.J.1.**

Elelctions - Voting Machines - Components

CC REGULAR

Date: 08/21/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Elections

Information

CAPTION

A. Requesting exemption from competitive requirements under Texas Local Government Code, Section 262.024 (a) (7)(D), "captive replacement parts or components for equipment" in connection with the purchase of proprietary components to the current Hidalgo County Voting System Machines and peripherals;
B. Authority to purchase from Election System & Software, Inc. (ES&S) Flash Card Gang Burner(s) (a proprietary replacement part or component of the iVotronic Voting System) with a unit price not to exceed $7,500.00 each.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1283-414-00-130-0-108-745
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance for req #115741 of $7,600.00 dated 8-3-07. Remaining account balance as of 8-16-07 $7,500.00.

Attachments

Link: Gang Burner

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/16/2007 10:48 AM	APRV
2	Budget & Management	Damaris San Miguel	08/16/2007 01:30 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/16/2007 02:12 PM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	PEND

Form Started By: Matilde Faz Started On: 08/10/2007 01:58 PM

Final Approval Date: 08/17/2007

Requisition

Req # 00115741

PO #

Date: 08/03/07

Bill To: x
x

Vendor : 219541
ELECTION SYSTEMS & SOFTWARE, INC.
6055 PAYSPHERE CIRCLE
CHICAGO IL 60674

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **PATTY ZAPATA**
956-318-2570

Contract No:

Special Instructions:
REQ# 323

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	COMPUTER GANG BURNER WITH ITOX G4S600-B MOTHERBOARD, 2.4GHZ INTEL PROCESSOR, 512 MEG OF DUAL LAYER DRIVE, 80 GIG IDE HARD DRIVE, 600 WATT POWER SUPPLY	7,500.00	7,500.00
1	EACH	S&H	100.00	100.00
		Account No	Encumbrance	
		7-1283-414-00-130-010-8-745	7,600.00	
			Freight	.00
			Total	7,600.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-5076 **13.K.1.**

Standing Item

CC REGULAR

Date: 08/21/2007
Submitted By: Neilda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS
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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/15/2007 11:53 AM	APRV
2	Budget & Management	Damaris San Miguel	08/15/2007 01:33 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/15/2007 01:59 PM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	PEND
Form Started By: Neilda Cavazos			Started On: 08/14/2007 02:16 PM	
Final Approval Date: 08/17/2007				

AI-5079 **13.L.1.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 08/21/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of application of payment No 3 in the amount of $72,969.22 by IOC Company, LLC and as recommended for payment by project engineer, R. Gutierrez Engineering Corporation, in connection to Country Living Estates No 1 Subdivision Paving Improvements through contract C-CAP-07-009-03-13 (P.O. #585172)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-199-1-841 & 733

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

BUDGETARY IMPACT:

Available in PO 585172 in object 733 is $27,678.63 and available in obect 841 is $70,321.58. Available amounts are as of 8/15/07.

Attachments

Link: 5079

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/15/2007 11:54 AM	APRV
2	Budget & Management	Damaris San Miguel	08/15/2007 01:34 PM	APRV
3	Dale Kennan	Dale Kennan	08/15/2007 01:53 PM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 02:29 PM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 04:17 PM	APRV

Form Started By: Laura Moya Started On: 08/14/2007 03:20 PM

Final Approval Date: 08/17/2007

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 2
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director (*signature on file*)

DATE: 10 August 2007

Subject: Application for Payment No.3 Country Living Estates

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 21st August 2007.

Precinct 2 is requesting approval of Application for Payment No.3 for the above-referenced Round II CAP Project in the amount of $72,969.22. The contractor is IOC Company, LLC. The project is carried by R. Gutierrez Engineering, Inc.

Account number 7-1311-431-00-122-199-1-841/1733

If you have any questions, please advice.

Thanks,

memo purchasing reg req for payment 3 country living estates 1 aug07

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR PAYMENT NO. 3

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: IOC Company (CONTRACTOR)
Contract: C-CAP-07-009-03-13
Project: Country Living Estates No.1 Subdivision Paving Improvements
OWNER's Contract No. C-CAP-07-009-03-13 ENGINEER's Project No. ENG05.012C
For Work accomplished through the date of: 7/24/2007

1.	Original Contract Price:		$ 265,110.71
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (35,453.00)
3.	Current Contract Price (1 plus 2):		$ 229,657.71
4.	Total completed and stored to date:		$ 142,693.50
5.	Retainage (per Agreement):		
	10 % of completed Work:	$ 14,269.35	
	% of stored material:	$	
	Total Retainage:		$ 14,269.35
6.	Total completed and stored to date less retainage (4 minus 5):		$ 128,424.15
7.	Less previous Application for Payments:		$ (55,454.93)
8.	Balance to Finish:		$ 86,964.21
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 72,969.22

585172
7-1311-431-00-122-199-1-841
Req. #110432

Accompanying Documentation: 8.9.07 DL

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 7-31-2007

IOC Company
CONTRACTOR
By: Oscar Cuellar, Managing member

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 31st day of July, 2007

Deborah Ann De Leon
Notary Public
My Commission expires: 5-6-2010

DEBORAH ANN DE LEON
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-06-2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8/6/2007

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E.

INVOICE RECEIVED BY:
ON 8/6/07
GOODS/SERVICES RECEIVED BY:
ON 8/7/07

IOC Company L.L.C.

LIST OF MATERIAL VENDORS & SUBCONTRACTORS

July 31, 2007

Hidalgo County
100 E. Cano
Edinburg, TX 78539

Re: Country Living Estates

Material Vendors

Frontera Materials
P.O. BOX 1917
Weslaco, Tx. 78596

Subcontractors

None

P.O. Box 4737 • Edinburg, TX. 78540 • (956) 380-2897 • Fax (956) 380-4085

PARTIAL RELEASE OF CLAIM

The undersigned, has received payment of materials, services, supplies, or equipment supplied to IOC COMPANY, LLC, on the construction or repair of the improvements of property for COUNTRY LIVING ESTATES. This release covers all claims and rights through JULY 31, 2006. This does not cover any retention or items furnished after said date.

Frontera Materials

By M Ehlinger
Signature

Barry M Ehlinger
Print Name

Materials Manager
Title

STATE OF TEXAS
COUNTY OF HIDALGO

SWORN TO AND SUBSCRIBED BEFORE ME this 2nd day of August 2006, to which witness my hand and seal of office.

DEBORAH ANN DE LEON
Notary Public
STATE OF TEXAS
My Comm. Exp. 05-06-2010

Deborah Ann De Leon
Notary Public in and for the State of Texas

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McAllen, Tex

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Texas Department of Transportation

Form 252 (Rev. 12/82)
(GSD-EPC)
Page 1 of 1

Contract Time Statement

ESTIMATE NO. 3 CONTRACTOR IOC COMPANY, L.L.C.

PROJECT NO. C-CAP-07-009-03-13 COUNTY HIDALGO DATE WORK BEGAN 05/07/2007

TIME COMPUTED FROM Daily log DATE WORK COMPLETED 08/12/2007

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
July	4	1		Holiday
	5	1		Working on Curb and Gutter
	6	1		Working on Curb and Gutter
	7	1		Weekend
	8	1		Weekend
	9	1		Working on street
	10	1		Working on street
	11	1		Working on street
	12	1		Working on street
	13	1		Working on street
	14	1		Weekend
	15	1		Weekend
	16	1		Working on street
	17	1		Working on street
	18	1		Working on street
	19	1		Working on street
	20	1		Working on street
	21	1		Weekend
	22	1		Weekend
	23	1		Working on driveways
	24	1		Working on driveways
	21	58	days	From last payment application
TOTALS	58	79	0	

NO. OF CONTRACT WORKING DAYS 105 NO. WORKING DAYS CHARGED TO DATE 79

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ 200.00 TOTAL 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR) MR. OSCAR CUELLAR

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1958

R. Gutierrez Engineering Corporation — Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Mr. Agapito Vargas
PCT#2

FROM: Luis J. Nava, P.E
SUBJECT: Country Living Estates No. 1
PROJECT NO.: ENG 05.012C
DATE: 8-6-07

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS ___ PLANS ___ SHOP DRAWINGS ___ CD
___ CHANGE ORDER ___ SAMPLES ___ PAYMENT REQUEST ___ OTHER
___ BID TABULATION ___ CONTRACT DOCUMENTS ___ RECORD DRAWINGS ___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Application for payment No. 3

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE ___ APPROVED AS NOTED ✓ FOR YOUR RECORDS
___ FOR APPROVAL ___ APPROVED AS SUBMITTED ✓ FOR YOUR ACKNOWLEDGEMENT
✓ FOR YOUR USE ___ RETURN FOR CORRECTIONS ___ RESUBMIT FOR APPORVAL
___ AS REQUESTED ___ FOR FURTHER PROCESSING ___ ON LOAN
___ FOR REVIEW AND COMMENT ___ FOR SIGNATURE ___ OTHER

COMMENTS:

Copy Distribution file

Received by: Julie Jackson 8/6/07 10:04 am.

IOC Company — Contractor Name
05/07/2007 — Starting Date
08/12/2007 — Project Ending Date
10% — Retainage Percent

Application No.: 3
Application Date: 07/24/2007
Period To: 07/24/2007
Engineer Firm: R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	Revised Schedule Value	Application #1	Application #2	Application #3	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
C-CAP-07-009-03-13	Country Living Paving Improvements	$ 265,110.71	$ 229,657.71	$ 15,417.91	$ 46,198.68	$ 81,076.91	$ 142,693.50	$ 86,964.21	$ 14,269.35	$ 128,424.15	$ 55,454.93	$ 72,969.22
	TOTALS:	**$ 265,110.71**	**$ 229,657.71**	**$ 15,417.91**	**$ 46,198.68**	**$ 81,076.91**	**$ 142,693.50**	**$ 86,964.21**	**$ 14,269.35**	**$ 128,424.15**	**$ 55,454.93**	**$ 72,969.22**

R Gutierrez Engineering Corp Schedule of Values

07/30/2007

IOC Company — Contractor Name
05/07/2007 — Starting Date
06/12/2007 — Project Ending Date
Country Living Paving Improvements — Engineer's / County Project Description

Application No.: 3
Application Date: 07/24/2007
Period To: 07/24/2007
Engineer's / County Project No.: ENG05.012C

No	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	Application #1 Monthly Quan	Application #1 QTY to Date	Application #1 Item Cost (Monthly)	Application #2 Monthly Quan	Application #2 QTY to Date	Application #2 Item Cost (Monthly)	Application #3 Monthly Quan	Application #3 QTY to Date	Application #3 Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(905) ROADWAY																			
1	110	Excavation	CY	$ 5.95	4,621.00	$ 27,494.95	$ 5.95	4,621.00	$ 27,494.95	-	-	$ -	4,621.00	4,621.00	$ 27,494.95		4,621.00	$ -	$ 27,494.95	0.000	$ -
2	132	Embankment	CY	$ 7.00	493.00	$ 3,451.00	$ 7.00	493.00	$ 3,451.00	-	-	$ -	493.00	493.00	$ 3,451.00		493.00	$ -	$ 3,451.00	0.000	$ -
3	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.80	3,163.00	$ 2,530.40	$ 0.80	3,163.00	$ 2,530.40	-	-	$ -	-	-	$ -		-	$ -	$ -	3,163.000	$ 2,530.40
4	164	Cell Fiber Seeding (Temp)(Cool)	SY	$ 0.80	3,163.00	$ 2,530.40	$ 0.80	3,163.00	$ 2,530.40	-	-	$ -	-	-	$ -		-	$ -	$ -	3,163.000	$ 2,530.40
5	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.80	6,326.00	$ 5,060.80	$ 0.80	6,326.00	$ 5,060.80	-	-	$ -	-	-	$ -		-	$ -	$ -	6,326.000	$ 5,060.80
6	166	Fertilizer (16-8-8)	TON	$ 3,500.00	0.080	$ 280.00	$ 3,500.00	0.080	$ 280.00	-	-	$ -	-	-	$ -		-	$ -	$ -	0.080	$ 280.00
7	247	Flexible Base (6")(Labor Only)	CY	$ 34.87	1,411.000	$ 49,201.57	$ 15.95	1,411.000	$ 22,505.45	-	-	$ -	705.50	705.50	$ 11,252.73	705.50	1,411.00	$ 11,252.72	$ 22,505.45	705.500	$ -
8	260	Lime Treated Base (6")	SY	$ 2.75	8,229.00	$ 22,629.75	$ 2.75	8,229.00	$ 22,629.75	-	-	$ -	-	-	$ -	8,229.00	8,229.00	$ 22,629.75	$ 22,629.75	8,229.000	$ -
9	260	Lime (Ty A or B)	TON	$ 150.00	23.80	$ 3,570.00	$ 150.00	23.80	$ 3,570.00	-	-	$ -	-	-	$ -	23.80	23.80	$ 3,570.00	$ 3,570.00	23.800	$ -
10	310	Prime Coat (MC-30)	GAL	$ 3.75	1,442.20	$ 5,408.25	$ 3.75	1,442.20	$ 5,408.25	-	-	$ -	-	-	$ -		-	$ -	$ -	1,442.200	$ 5,408.25
11	310	Prime Coat (MC-30)(Driveways)	GAL	$ 3.75	183.40	$ 687.75	$ 3.75	183.40	$ 687.75	-	-	$ -	-	-	$ -		-	$ -	$ -	183.400	$ 687.75
12	340	Asph. Conc. Pav. Ty "D"	TON	$ 84.33	617.00	$ 52,031.61	$ 84.33	617.00	$ 52,031.61	-	-	$ -	-	-	$ -		-	$ -	$ -	617.000	$ 52,031.61
13	340	Asph. Conc. Pav. Ty "D" (1") Driveway	TON	$ 100.00	50.90	$ 5,090.00	$ 100.00	50.90	$ 5,090.00	-	-	$ -	-	-	$ -		-	$ -	$ -	50.900	$ 5,090.00
14	502	Barricades, Signs & Traffic Handling	MO	$ 4,000.00	2.00	$ 8,000.00	$ 4,000.00	2.00	$ 8,000.00	-	-	$ -	1.00	1.00	$ 4,000.00	1.00	2.00	$ 4,000.00	$ 8,000.00	1.000	$ -
15	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 7.98	4,578.00	$ 36,532.44	$ 7.98	4,578.00	$ 36,532.44	-	-	$ -	-	-	$ -	4,578.00	4,578.00	$ 36,532.44	$ 36,532.44	4,579.000	$ -
16	530	Driveways (CONCRETE)	SY	$ 25.00	386.60	$ 9,665.00	$ 25.00	386.60	$ 9,665.00	-	-	$ -	-	-	$ -		-	$ -	$ -	386.600	$ 9,665.00
17	530	Driveways (TY PRB-1)(Flexbase)(4")	CY	$ 40.00	68.30	$ 2,732.00	$ 40.00	68.30	$ 2,732.00	-	-	$ -	-	-	$ -	68.30	68.30	$ 2,732.00	$ 2,732.00	68.300	$ -
18	644	Small Road Sgn Assm (Ty A)	EA	$ 500.00	4.00	$ 2,000.00	$ 500.00	4.00	$ 2,000.00	-	-	$ -	-	-	$ -		-	$ -	$ -	4.000	$ 2,000.00
19	5010	Construction Exits (Ty II)(Install)	SY	$ 13.00	84.00	$ 1,092.00	$ 13.00	84.00	$ 1,092.00	-	-	$ -	-	-	$ -		-	$ -	$ -	84.000	$ 1,092.00
20	5010	Construction Exits (Ty II)(Remova)	SY	$ 7.00	84.00	$ 588.00	$ 7.00	84.00	$ 588.00	-	-	$ -	-	-	$ -		-	$ -	$ -	84.000	$ 588.00
21	5249	Temp Sediment Control Fence (Install)	LF	$ 3.75	96.00	$ 360.00	$ 3.75	96.00	$ 360.00	-	-	$ -	-	-	$ -	96.00	96.00	$ 360.00	$ 360.00	96.000	$ -
		Total Roadway				$ 240,935.92			$ 214,239.80			$ -			$ 46,198.68			$ 81,078.91	$ 127,275.59		$ 86,964.21
		(906) DRAINAGE																			
22	402	Trench Excavation Protection	LF	$ 2.50	332.00	$ 830.00	$ 2.50	277.00	$ 692.50	277.00	277.00	$ 692.50	-	-	$ -	-	-	$ -	$ 692.50	0.000	$ -
23	464	RCP (CL III)(18")	LF	$ 36.75	140.00	$ 5,145.00	$ 36.75	0.00	$ -	-	-	$ -	-	-	$ -	-	-	$ -	$ -	0.000	$ -
24	464	RCP (CL III)(24")	LF	$ 42.33	163.00	$ 6,899.79	$ 42.33	277.00	$ 11,725.41	277.00	277.00	$ 11,725.41	-	-	$ -	-	-	$ -	$ 11,725.41	0.000	$ -
25	465	Inlet (TY A)	EA	$ 2,500.00	2.00	$ 5,000.00	$ 2,500.00	0.00	$ -	-	-	$ -	-	-	$ -	-	-	$ -	$ -	0.000	$ -
26	465	Manhole (TY A)	EA	$ 1,500.00	2.00	$ 3,000.00	$ 1,500.00	2.00	$ 3,000.00	2.00	2.00	$ 3,000.00	-	-	$ -	-	-	$ -	$ 3,000.00	0.000	$ -
27	467	Safety End Treatment (6:1)	EA	$ 825.00	4.00	$ 3,300.00	$ 825.00	0.00	$ -	-	-	$ -	-	-	$ -	-	-	$ -	$ -	0.000	$ -
		Total Drainage				$ 24,174.79			$ 15,417.91		-	$ 15,417.91		-	$ -		-	$ 15,417.91	$ 15,417.91		$ -
		TOTAL BASE AMOUNTS:				$ 265,110.71			$ 229,657.71		-	$ 15,417.91		-	$ 46,198.68		-	$ 81,078.91	$ 142,693.50		$ 86,964.21

Prepared and Checked By: Javier Gutierrez

Signature:

Date: 30-Jul-07

amount rounded down manually

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2006

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

IOC COMPANY, LLC

ADDRESS P.O. BOX 4737 EDINBURG, TEXAS 78540

OMB No.: 1215-0149
Expires: 04/30/2009

PAYROLL NO. 6

FOR WEEK ENDING 06/17/2007

PROJECT AND LOCATION HIDALGO COUNTY PCT#2 COUNTRY LIVING ESTATES

PROJECT OR CONTRACT NO. 07-1008

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) OF HHOLDING NPTIONS	(3) WORK CLASSIFICATION	OT ST.	(4) DAY AND DATE M	T	W	T	F	S	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Alfonso Caballero 104 Rio Grande Alamo, Texas 78516 (465-61-1596)	2	Front End Loader Operator	O	11.50	11.50	11.50	11.50				46.00	$9.25	$425.50							
			S										$453.20							$453.20
Arturo Cipriano 115 Viento Dorado Mission, Texas 78572 (643-66-6538)	4	Motorgrader Operator, Rough	O	11.50	11.50	11.50	11.50	11.00			57.00	$14.00								
			S										$917.00	$56.86	$60.00			$13.30	$130.16	$786.84
Eduardo Avalos 8901 W. Bus. 83 Harlingen, Texas 78552 (641-96-7456)	2	Labor	O	11.50	11.50	11.50	11.50	11.00			57.00	$8.00	$456.00							
			S										$524.00							$524.00
Jesus C. Silva 1925 Seminary Aurora St. Edinburg, Texas 78541 (356-81-6854)	3	Roller Operator	O	11.50	11.50	11.50	11.50	11.00			57.00	$7.80	$444.60							
			S										$510.90	$31.67	$16.00			$7.41	$55.08	$455.82
Obiel Cavazos 3504 Raquel Ave. McAllen, Texas 78503 (559-61-0388)	0	Servicer	O				12.00				12.00	$11.50	$138.00							
			S										$138.00							$138.00
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 06/15/2007

I, Nancy Cuellar (Name of Signatory Party) Member (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

IOC COMPANY, LLC (Contractor or Subcontractor) on the

Hidalgo County Pct#2 Country Living Estates (Building or Work); that during the payroll period commencing on the

11 day of 6, 2007, and ending the 17 day of 6, 2007,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

IOC COMPANY, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of If no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Nancy Cuellar Member	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2005

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

IOC COMPANY, LLC

ADDRESS P.O. BOX 4737 EDINBURG, TEXAS 78540

OMB No.: 1215-0149
Expires: 04/30/2009

PAYROLL NO. 7

FOR WEEK ENDING 06/24/2007

PROJECT AND LOCATION HIDALGO COUNTY PCT#2 COUNTRY LIVING ESTATES

PROJECT OR CONTRACT NO. 07-1008

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE M	T	W	T	F	S	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Alfonso Caballero 104 Rio Grande Alamo, Texas 78516 (465-61-1596)	2	Front-End Loader Operator	O	11.50	9.50	11.50	11.50	5.00			49.00	$9.25	$453.25	$30.69	$21.00			$7.17	$58.86	$436.07
			S										$494.93							
Arturo Cipriano 115 Viento Dorado Mission, Texas 78572 (643-66-6538)	4	Motor Grader Operator, Rough	O	11.50	9.50	11.50	11.50				44.00	$14.00	$616.00	$54.25	$54.00			$12.69	$120.94	$523.06
			S										$644.00							
Jesus C. Silva 1925 Seminary Aurora Street Edinburg, Texas 78541 (356-81-6854)	3	Roller Operator	O	11.50	9.50			8.00			29.00	$7.80	$226.20							$226.20
			S										$226.20							
Juan M. Trevino 1108 Oriole Alamo, Texas 78516 (629-03-5012)	3	Labor	O	11.00	11.50	11.00		5.00			38.50	$8.25	$317.63							$317.63
			S										$317.63							
Obiel Cavazos 3504 Raquel Ave. McAllen, Texas 78503 (559-61-0388)	0	Servicer	O	12.00				11.50			23.50	$11.50	$270.25							$270.25
			S										$270.25							
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 06/22/2007

I, Nancy Cuellar (Name of Signatory Party) Member (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

IOC COMPANY, LLC (Contractor or Subcontractor) on the

Hidalgo County Pct#2 Country Living Estates (Building or Work); that during the payroll period commencing on the 18 day of 6, 2007, and ending the 24 day of 6, 2007, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

IOC COMPANY, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Nancy Cuellar Member	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. G.P.O.:1997 519.861

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2006

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

IOC COMPANY, LLC

ADDRESS P.O. BOX 4737 EDINBURG, TEXAS 78540

OMB No.: 1215-0149
Expires: 04/30/2009

PAYROLL NO. 8

FOR WEEK ENDING 07/01/2007

PROJECT AND LOCATION HIDALGO COUNTY PCT#2 COUNTRY LIVING ESTATES

PROJECT OR CONTRACT NO. 07-1008

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	CT OF ST	(4) DAY AND DATE M	T	W	T	F	S	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Arturo Cipriano 115 Viento Dorado Mission, Texas 78572 (643-66-6538)	4	Motor Grader Operaror - Rough	O			10.50	10.00		8.50		29.00	$14.00	$406.00							
			S										$406.00							$406.00
Fransisco Rodriguez 1108 Oriole St. Alamo, Texas 78516 (372-74-0867)	3	Labor	O				8.00				10.00	$8.75	$87.50							
			S										$87.50							$87.50
Luis H. Resendez P.O. Box 1235 La Joya, Texas (453-61-1868)	2	Motor Grader Operator-Rough	O				12.00				10.00	$12.00	$120.00							
			S										$120.00							$120.00
			O																	
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The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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Date 06/29/2007

I, Nancy Cuellar (Name of Signatory Party) Member (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

IOC COMPANY, LLC (Contractor or Subcontractor) on the

Hidalgo County Pct#2 Country Living Estates (Building or Work); that during the payroll period commencing on the

25 day of 6, 2007, and ending the 1 day of 7, 2007,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

IOC COMPANY, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Nancy Cuellar Member	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. G.P.O.:1997 519.861

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2006

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐: IOC COMPANY, LLC

ADDRESS: P.O. BOX 4737 EDINBURG, TEXAS 78541

OMB No.: 1215-0149
Expires: 04/30/2009

PAYROLL NO: 9

FOR WEEK ENDING: 07/08/2007

PROJECT AND LOCATION: HIDALGO COUNTY PCT#2 COUNTRY LIVING ESTATES

PROJECT OR CONTRACT NO: 07-1008

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O OR ST	(4) DAY AND DATE M	T	W	T	F	S	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Juan M. Trevino 1108 Oriole Alamo, Texas 78516 (629-03-5012)	3	Labor	O	(4:50)	(10:50)						21.00	$8.25	$173.25	$10.23	$0.00			$2.39	$12.62	$152.38
			S										$165.00							
			O																	
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07/06/2007

Nancy Cuellar — Member

(Name of Signatory Party) — (Title)

' state:

'hat I pay or supervise the payment of the persons employed by

IOC COMPANY, LLC

(Contractor or Subcontractor)

on the

) County Pct#2 Country Living Estates ; that during the payroll period commencing on the

(Building or Work)

day of 7, 2007, and ending the 8 day of 7, 2007,

is employed on said project have been paid the full weekly wages earned, that no rebates have ill be made either directly or indirectly to or on behalf of said

IOC COMPANY, LLC

(Contractor or Subcontractor)

from the full

ages earned by any person and that no deductions have been made either directly or indirectly ull wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

hat any payrolls otherwise under this contract required to be submitted for the above period are id complete; that the wage rates for laborers or mechanics contained therein are not less than the e wage rates contained in any wage determination incorporated into the contract; that the tions set forth therein for each laborer or mechanic conform with the work he performed.

That any apprentices employed in the above period are duly registered in a bona fide eship program registered with a State apprenticeship agency recognized by the Bureau of eship and Training, United States Department of Labor, of if no such recognized agency exists in a e registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

hat:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE
Nancy Cuellar
Member

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

U.S. G.P.O.:1997 518,861

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2006

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐

IOC COMPANY, LLC

ADDRESS P.O. BOX 4737 EDINBURG, TEXAS 78541

OMB No.: 1215-0149
Expires: 04/30/2009

PAYROLL NO. 10

FOR WEEK ENDING 07/15/2007

PROJECT AND LOCATION HIDALGO COUNTY PCT# 2 COUNTRY LIVING ESTATES

PROJECT OR CONTRACT NO. 07-1008

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE M	T	W	T	F	S	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Alfonso Caballero 104 Rio Grande Alamo, Texas 78516 (465-61-1596)		FRONT END LOADER OPERATOR	O				10.00	10.00			20.00	$9.25	$185.00	$22.00	$31.54			$7.38	$60.92	$447.88
			S										$508.80							
Arturo Cipriano 115 Viento Dorado Mission, Texas 78572 (643-66-6538)	4	MOTOR GRADER OPERATOR ROUGH	O	10.00	10.00	10.00	10.00	10.00	8.00		58.00	$14.00	$812.00	$64.00	$58.16			$13.61	$135.77	$802.23
			S										$938.00							
Fransico Rodriguez 1108 Oriole Alamo, Texas 78516 (372-74-0867)	3	Labor	O	10.00	10.00	11.50	10.00	10.00	8.00		59.50	$8.75	$520.63	$26.00	$37.57			$8.79	$72.36	$533.68
			S										$606.04							
Jesus C. Silva 1925 Aurora St. Edinburg, Texas 78541 (356-81-6854)	3	Roller Operator	O				10.00				10.00	$7.80	$78.00	$22.00	$35.30			$8.26	$65.56	$503.84
			S										$569.40							
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 07/13/2007

I, Nancy Cuellar (Name of Signatory Party) Member (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

IOC COMPANY, LLC (Contractor or Subcontractor) on the

Hidalgo County Pct#2 Country Living Estates (Building or Work); that during the payroll period commencing on the

9 day of 7, 2007, and ending the 15 day of 7, 2007,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

IOC COMPANY, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
Nancy Cuellar Member	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.: 1997 519.861

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. April 2006

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐ IOC COMPANY, LLC

ADDRESS P.O. BOX 4737 EDINBURG, TEXAS 78541

OMB No.: 1215-0149
Expires: 04/30/2009

PAYROLL NO. 11

FOR WEEK ENDING 07/22/2007

PROJECT AND LOCATION HIDALGO COUNTY PCT# 2 COUNTRY LIVING ESTATES

PROJECT OR CONTRACT NO. 07-1008

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE M	T	W	T	F	S	S	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Alfonso Caballero 104 Rio Grande Alamo, Texas 78516 (465-61-1596)	2	FRONT END LOADER OPERATOR	O		4.50		5.00	9.00			24.50	$9.25	$226.63	$14.06				$3.28	$17.34	$209.29
			S										$226.63							
Arturo Cipriano 115 Viento Dorado Mission, Texas 78572 (643-66-6538)	4	MOTORGRADER OPERATOR ROUGH	O					9.00	7.00		16.00	$14.00	$224.00	$14.00	$34.72			$8.12	$56.84	$503.16
			S										$560.00							
Fransisco Rodriguez 1108 Oriole Alamo, Texas 78516 (372-74-0867)	3	Labor	O					10.00	9.00		19.00	$8.75	$166.25	$10.31				$2.41	$12.72	$153.53
			S										$166.25							
Isaias Ibarra 104 Rio Grande Alamo, Texas 78516 (563-29-3782)	2	Labor	O					9.50	8.00		17.50	$8.00	$140.00	$3.00	$13.39			$3.13	$19.52	$196.48
			S										$216.00							
Jesus C. Silva 1925 Aurora Street Ediburg, Texas 78541 (356-81-6854)	3	Roller Operator	O						10.00		10.00	$7.80	$78.00	$4.84	$1.13			$0.00	$5.97	$72.03
			S										$78.00							
Juan M. Trevino 1108 Oriole Alamo, Texas 78516 (629-03-5012)	3	Labor	O					4.00			4.00	$8.50	$34.00	$2.11				$0.50	$2.61	$31.39
			S										$34.00							
Luis H. Resendez P.O. Box 1235 La Joya, Texas (453-61-1868)	2	Motor Grader Operator Rough	O				10.00	8.00			18.00	$12.00	$216.00	$29.76	$38.00			$6.96	$74.72	$405.28
			S										$480.00							
Obiel Cavazos 3504 Raquel Ave. McAllen, Texas 78503 (559-61-0388)	0	Servier	O			1.50		11.00			12.50	$11.75	$146.88	$29.14	$33.00			$6.82	$68.96	$401.04
			S										$470.00							

The Copeland Act (40 U.S.C. 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations 29 CFR Part 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. Compliance with these requirements is mandatory. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

07/20/2007

Nancy Cuellar — Member

(Name of Signatory Party) — (Title)

by state:

That I pay or supervise the payment of the persons employed by

IOC COMPANY, LLC

(Contractor or Subcontractor) on the

go County Pct#2 Country Living Estates ; that during the payroll period commencing on the

(Building or Work)

_ day of 7, 2007, and ending the 22 day of 7, 2007,

ons employed on said project have been paid the full weekly wages earned, that no rebates have will be made either directly or indirectly to or on behalf of said

IOC COMPANY, LLC

(Contractor or Subcontractor) from the full

wages earned by any person and that no deductions have been made either directly or indirectly full wages earned by any person, other than permissible deductions as defined in Regulations, Part FR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, . 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

That any payrolls otherwise under this contract required to be submitted for the above period are and complete; that the wage rates for laborers or mechanics contained therein are not less than the ble wage rates contained in any wage determination incorporated into the contract; that the ations set forth therein for each laborer or mechanic conform with the work he performed.

That any apprentices employed in the above period are duly registered in a bona fide iceship program registered with a State apprenticeship agency recognized by the Bureau of iceship and Training, United States Department of Labor, of if no such recognized agency exists in a re registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE
Nancy Cuellar
Member

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. G.P.O. 1997 519 661

Texas Department of Transportation

Form 252 (Rev. 12/82)
(GSD-EPC)
Page 1 of 1

Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR IOC COMPANY, L.L.C.

PROJECT NO. C-CAP-07-009-03-13 COUNTY HIDALGO DATE WORK BEGAN 05/07/2007

TIME COMPUTED FROM Daily log DATE WORK COMPLETED 08/12/2007

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
MAY	30	1		Working on street
	31	1		Working on street
JUNE	1	1		Working on street
	2	1		Weekend
	3	1		Weekend
	4	1		Working on street
	5	1		Working on street
	6	1		Working on street
	7	1		Working on street
	8	1		Working on street
	9	1		Weekend
	10	1		Weekend
	11	1		Working on street
	12	1		Working on street
	13	1		Working on street
	14	1		Working on street
	15	1		Working on street
	16	1		Weekend
	17	1		Weekend
	18	1		Working on street
	19	1		Working on street
	20	1		Working on street
	21	1		Working on street
	22	1		Working on street
	23	1		Weekend
	24	1		Weekend
	25	1		Working on street
	26	1		Working on street
	27	1		Working on street
	28	1		Working on Curb abd Gutter
	29	1		Working on Curb abd Gutter
	30	1		Weekend
July	1	1		Weekend
	2	1		Working on Curb abd Gutter
	3	1		Working on Curb abd Gutter
	35	23	0	From last payment application
TOTALS	23	58	0	

NO. OF CONTRACT WORKING DAYS 105 NO. WORKING DAYS CHARGED TO DATE 58

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ 200.00 TOTAL 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR) MR. OSCAR CUELLAR

RESIDENT ENGINEER

INSTRUCTIONS PROJECT IDENTIFICATION SHOULD COVER CONTRACT TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1 1956

AI-5080 **13.L.2.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 08/21/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Change Order No 2 with project contractor, JM Construction for Primavera I Subdivision C-CAP-06-005-11-28 for materials and work adjustments in the amount of $12,852.93 (increase) as recommended by project engineer, R. Gutierrez Engineering Corporation a Border Colonia Access Program Project(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-122-568-0-841

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

BUDGETARY IMPACT:

Available balance is $12,950.00 as of 8/16/07.

Attachments

Link: 5080

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/15/2007 01:05 PM	APRV
2	Budget & Management	Damaris San Miguel	08/15/2007 01:36 PM	APRV
3	Dale Kennan	Dale Kennan	08/16/2007 01:29 PM	APRV
4	Auditor's Office	Angelica Tapia	08/17/2007 02:38 PM	APRV
5	Court Administrator	Monica Badillo	08/17/2007 04:17 PM	APRV

Form Started By: Laura Moya Started On: 08/14/2007 03:21 PM

Final Approval Date: 08/17/2007

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 2
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director (*signature on file*)

DATE: 10th August 2007

Subject: Change Order No.2 – Primavera I Round II Project CSJ: 2C1080568

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 21st August 2007.

Precinct 2 is requesting approval of Change Order No.2 for the above-referenced project. The Change Order calls for an increase of $12,852.83 due additional materials needed for driveways. The project engineer is R. Gutierrez Engineering, Inc. and the contractor is J.M. Construction.

Account Number 7-1311-431-00-122-568-0-733&734

If you have any questions, please advice.

Thanks,

memo purchasing reg agenda item change order 2 primavera I aug07

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

CHANGE ORDER NUMBER TWO (2)

PROJECT: PRIMAVERA # 1 SUBDIVISION

DATE OF ISSUANCE: August 8, 2007 **EFFECTIVE DATE:** August 8, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-06-005-11-28

CONTRACTOR: JM Construction
3701 Jade Street
Mercedes, TX 78570

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. 262 ITEM 13.83 CY of flexible base were added for driveways
2. 310 ITEM 24.92 GAL of Prime Coat for driveways were added
3. 340 ITEM 7.10 TON of Asphalt Concrete Driveways were added
4. 530 ITEM 216.21 SY of Concrete driveway were added

Reason for Change Order:

1. This item was increased to adjust asphalt driveway
2. This item was increased to adjust asphalt driveway
3. This item was increased to adjust asphalt driveway
4. This item was increased to adjust concrete driveway

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
$ 198,766.90		Substantial Completion:	120 calendar days or dates
Net Changes from previous Change Order		Net change from previous Change Orders	
$ 7,941.00		0 calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
$ 206,707.90		Substantial Completion:	120 calendar days or dates
Net increase (decrease) of this Change Order		Net increase (decrease) of this Change Order	
$ 12,852.93		0 calendar days	
Contract Price with all approved Change Orders	Net % increase (decrease) from origina contract price.	Contract Time with all approved Change Orders	
$ 219,560.83	10.50 %	Substantial Completion:	120 calendar days or dates

RECOMMENDED:
By: _____ (Engineer (Authorized Signature))
Date: 8/9/07

APPROVED:
By: _____ Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____ Contractor (Authorized Signature)
Date: 8-9-07

CONCURRENCE:
By: _____ TxDOT (Authorized Signature)
Date: _____

AI-5061 **13.M.1.**

BCAP PRECINCT NO 4

CC REGULAR

Date: 08/21/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.4

Information

CAPTION

A. Presentation for discussion, consideration and approval to rescind bid #CAP-07-003-02-07 for Road and Drainage Construction of Morningside Estates awarded by CC on 03/13/07 to S & G Paving, Inc.;
B. Pursuant to bid requirements (item #8 of Information to Bidders), requesting authority to seek forfeiture of the security deposited with submitted bid (5% of bid) by S & G Paving, Inc. through bid bond # B24464ACSTAR Insurance Company;
C. Requesting authority to re-advertise sealed bids for: Road Construction of Morningside Estates with the plans and specifications drafted through contracted engineer, J.E. Saenz & Associates under the BCAP for Precinct #4; or, if none of the above are necessary;
D. Approval of final construction contract (including all complying documentation, bonds, etc.) with S & G Paving, Inc., awarded vendor for the: Road Construction of Morningside Estates with authority for County Judge or a Court member to execute document(s) and BCAP Director to issue Notice to Proceed;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1311-431-00-124-482-0-733

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

BUDGETARY IMPACT:

$11,080.28 available balance as of 08/16/07 for Drainage Ditches. Cost overruns will be incurred by Pct.4 Road and Bridge Funds.

FISCAL YEAR: 2007 **ACCT. #:** 7-1311-431-00-124-482-0-734

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

BUDGETARY IMPACT:

$24,662.56 available balance as of 08/16/07 for Subdivision Streets. Cost overruns will be incurred by Pct.4 Road and Bridge Funds.

Attachments

Link: Award Letter

Link: Cost Overrun

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/10/2007 02:45 PM	APRV
2	Budget & Management	Dina Trevino	08/10/2007 04:24 PM	APRV
3	Rey Salazar	Rey Salazar	08/16/2007 10:52 AM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	PEND

Form Started By: Laura Moya Started On: 08/10/2007 02:20 PM

Final Approval Date: 08/17/2007

Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Oscar L. Garza, Hidalgo County Precinct No.4
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Executive Director Hidalgo County Colonias Access Program

DATE: 15th February 2007

Subject: Recommendation to Award and Reject Bids for Precinct No.4 Round II Border Colonias Projects.

Marty, enclosed is the engineer's (J.E. Saenz and Associates) recommendation to award the construction contract for the following projects:

Colonias Big 5 and Big 5 Road, Bid No. CAP-07-001-02-07 to SASCON Inc. as this company was the lowest bidder. Aside from SASCON, Inc. two additional Contractors submitted bids on Wednesday, 7th February 2007. These contractors were S&G Paving Co., and J.M. Construction.

Villa del Mundo, Bid No. CAP-07-002-02-07 to SASCON, Inc. as this company was the lowest bidder. In addition to SASCON, Inc. two additional Contractors submitted bids on Wednesday, 7th February 2007. These contractors were S&G Paving Co. and J.M. Construction.

Morningside Estates, Bid No. CAP-07-003-02-07 to S&G Paving Co. as this company was the lowest bidder. In addition to S&G Paving Co. two additional Contractors submitted bids on Wednesday, 7th February 2007. These contractors were SASCON, Inc. and J.M. Construction.

Reject bids for Bid No. CAP-07-004-02-07 Bar VI as bids were too high. Bidders for this project were SASCON, Inc., J.M. Construction and S&G Paving Co.

RECEIVED
FEB 22 2007
PURCHASING DEPT.
PM 1:44

BID TABULATIONS FOR
COLONIA ACCESS PROGRAM PROJECT - PRECINCT NO 4
ROAD DRAINAGE CONSTRUCTION OF MORNINGSIDE ESTATES
CAP-07-003-02-07

Morningside Estates CAP-07-003-02-07		S&G Paving Co		JM Construction		Sascon	
TXDOT Item No	Est Quantity	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext
100	3.87	$ 500.00	$ 1,935.00	$ 610.00	$ 2,360.70	$ 600.00	$ 2,322.00
152	291	$ 6.00	$ 1,746.00	$ 6.00	$ 1,746.00	$ 8.00	$ 2,328.00
247	187	$ 25.00	$ 4,675.00	$ 22.00	$ 4,114.00	$ 19.00	$ 3,553.00
262	7	$ 175.00	$ 1,225.00	$ 178.00	$ 1,246.00	$ 150.00	$ 1,050.00
340	1,029	$ 7.00	$ 7,203.00	$ 8.75	$ 9,003.75	$ 9.00	$ 9,261.00
310	206	$ 3.00	$ 618.00	$ 5.75	$ 1,184.50	$ 3.50	$ 721.00
500	1	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00	$ 2,100.00	$ 2,100.00
502	1	$ 2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00
530	1	$ 400.00	$ 400.00	$ 750.00	$ 750.00	$ 800.00	$ 800.00
275	6	$ 250.00	$ 1,500.00	$ 205.00	$ 1,230.00	$ 148.00	$ 888.00
530	362	$ 17.00	$ 6,154.00	$ 35.00	$ 12,670.00	$ 20.00	$ 7,240.00
247	397	$ 6.20	$ 2,461.40	$ 30.00	$ 11,910.00	$ 9.00	$ 3,573.00
556	320	$ 24.00	$ 7,680.00	$ 21.00	$ 6,720.00	$ 26.00	$ 8,320.00
530	-	$ 32.00	$ -	$ 29.00	$ -	$ -	$ -
530	-	$ 40.00	$ -	$ 39.00	$ -	$ -	$ -
556	-	$ 80.00	$ -	$ 68.00	$ -	$ -	$ -
506	56	$ 8.00	$ 448.00	$ 8.00	$ 448.00	$ 8.00	$ 448.00
506	56	$ 6.00	$ 336.00	$ 8.00	$ 448.00	$ 2.00	$ 112.00
467	-	$ 450.00	$ -	$ 850.00	$ -	$ -	$ -
			$ -		$ -		$ -
			$ -		$ -		$ -
Grand Total			**$ 44,381.40**		**$ 61,330.95**		**$ 44,716.00**
Addendum Received			√				√
Bid Bond/Cashier Check			**Bid Bond**		**Bid Bond**		**Bid Bond**

1311-431-00-124-482-0733-4734

Hidalgo County
Border Colonias Access Program

23 February 2007

Pablo Anguiano, P.E.
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP- 07-003-02-07 Round II; Morningside Estates – CSJ: 2C1080482

Dear Mr. Anguiano:

Attached please find the information regarding the award of the above-reference project **for road construction and drainage.**

Please be advised that the County has proceeded to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received

J.E. Saenz and Associates has reviewed bids and tabulations and is recommending S & G Paving Co. as the low bidder for the Morningside Estates project. The amount budgeted for this project is $24,662.56 for road construction and $11,080.28 for drainage work for a grand total of $35,742.84. The cost overrun will be incurred by the Precinct Road and Bridge funds.

The award will be to the low bidder S & G Paving Co. for the bid in the amount of $44,381.40. The bids received were as follows:

- J. M. Construction $61,330.95
- SASCON, Inc. $44,716.00

Precinct Commissioner, Oscar L. Garza concurs with the engineering firm's recommendation and presented the recommendation to Commissioner's Court for approval on Tuesday, 20th February 2007.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Oscar L. Garza Hidalgo County Precinct No.4
Gloria Beltran, Executive Assistant
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II
Project files

ltr txdot reg award contract s_g paving com feb 07

AI-5099 **13.N.1.**

Sheriff's Office-Extension-NTC Drug Testing Svc.-Contract No. C-06-224-08-22

CC REGULAR

Date: 08/21/2007
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year extension options as provided in current contract for "Drug Testing Collection Services" for Hidalgo County Sheriff s Office, under the same rates, terms and conditions with NTC Drug Testing Services, Inc.

Effective: 08/22/07 - 08/21/08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$29,153.20 available balance as of 08/16/07.

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/15/2007 01:44 PM	APRV
2	Budget & Management	Damaris San Miguel	08/15/2007 01:56 PM	APRV
3	Rey Salazar	Rey Salazar	08/16/2007 10:09 AM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	PEND

Form Started By: Letty Saenz Started On: 08/15/2007 11:09 AM

Final Approval Date: 08/17/2007

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-224-08-22

THIS CONTRACT is made and entered into this **22ND** day of **August, 2006**, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **N.T.C. Drug Testing Services, Inc.** an organization. ("Company")

WHEREAS, Company responded to advertised notices for bids for "**Drug Testing Collection Service**" (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 Sheriff's Office for a one (1) year term with the County's option to extend the contract for two (2) additional one (1) year terms. 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 one (1) year period beginning **August 22, 2006** and ending on **August 22, 2007** and may be extended at the sole discretion of County for two (2) additional one(1) year terms and/or an additional sixty (60) day grace period at the end of contract for unforseen delays on subsequent contract award, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the 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: N.T.C. Drug Testing Services, Inc.
Attn: Susan Sanchez, Director
5717 North 10th , Suite D
McAllen, TX 78504

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 unenfoceable 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:_____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino - County Clerk

Approved by Commissioners' Court
on 8-22-06

COMPANY: N.T.C. Drug Testing Services, Inc.
By:_____
Printed Name: SUSAN SANCHEZ
Title: DIRECTOR

Approved on Commissioners' Court **August 22, 2006**

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
DRUG TESTING COLLECTION SERVICES
Bid No. 2006-224-07-05-MSS

BID SPECIFICATIONS

HIDALGO COUNTY SHERIFF'S OFFICE (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for County employees on an as needed basis.

SCOPE OF SERVICES:

1. Contractor shall have ability to conduct a Drug and Alcohol Test Collection Program as required by local, state and federal laws and regulations.

2. Contractor shall perform collection of urine/blood samples by certified staff, in accordance with U.S. Department of Transportation (DOT) Standards and/or Hidalgo County Sheriff's Office policy and protocol for post-offer pre-employment and random drug tests as required.

3. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).

4. Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.

5. Conduct testing when the department Head/Elected Official or personnel designated by the Department Head have reason to believe that an Employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of the Hidalgo County Sheriff's Office Drug and Alcohol policy.

6. Conduct testing when an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person.

7. Conduct testing when an employee returns to active employment after a leave of absence of forty-five days or more.

8. Conducts testing following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which: safety precautions were violated; unsafe instructions or orders were given;

vehicle/equipment/property was damaged; or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances.

9. Service provider shall conduct random, unannounced drug and alcohol testing on employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position Note: The random rate for testing is subject to change based on the DOT standards.

10. Provide drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT. Copies of certifications should be submitted with bid response.

11. Conduct annual training for designated County employees on the Drug Free Workplace Act.

12. The service provider will insure proper and documented chain of custody during and after sample collection and testing.

13. RANDOM DRUG AND ALCOHOL TESTING – The County will require approximately 25% random drug and alcohol testing for employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position to be performed on a semiannual and/or an as needed basis. Safety sensitive positions are located in various areas of the Sheriff's Office.

14. The contractor must provide a description of the work plan and the methods to be used that will demonstrate what the contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will utilized. The contractor must also include a plan for performing random testing at multiple locations simultaneously.

15. Positive results must be hand-delivered in a sealed confidential envelope to The Law Enforcement Center, 711 El Cibolo Road, Edinburg, TX 78542 to the attention of Lt. Andy Guzman, Hidalgo County Sheriff's Office Internal Affairs Unit. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.

16. Test results will not be divulged in any form to anyone other than to those designated authorized Sheriff's Office representatives.

17. Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated Sheriff's Office representative.

18. Alcohol screening tests that conclude in a positive result may be confirmed with a second screening 15 to 30 minutes from the time of the first positive test.

19. Contractor must possess capability for collection of urine/blood samples as needed and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations

20. QUALIFICATIONS OF THE CONTRACTOR – Must remain current on testing and medical standards for all services to be performed as a result of this contract.

21. INDEMNIFICATION – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

22. BID PRICE must include: 1) a per hour fee where hours must be certified by assigned County Sheriff's Office representative at the time services are rendered, 2) individual test charges (fees) for Panel 10, Rohypnol, Alcohol and Ecstasy and a total test charge (fee) for all the above. Bid price must indicate fees for urine, hair and blood test for the above tests, and 3) bid price will also include price per session including all materials for Reasonable Suspicion Training, Drug Free Workplace Act and any other Drug testing related requested training.

23. BID AWARD – Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

24. CONTRACT TERM – The initial term of the resultant contract will be for a period of one (1) year and shall commence from the date of award. The County reserves the option to extend the contract for two (2) additional one (1) year terms based on performance evaluation and contingent upon cost terms and conditions remaining unchanged and/or County's option to extend for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

25. REFERENCES - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

26. TESTING SITE– Contracted vendor should be able to conduct on site and/or off site testing as requested by the Hidalgo County Sheriff's Office. Contractor may be required to provide appropriately private facilities to conduct testing, including a locked, secured box, etc. for private articles where applicable.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. RIGHT TO AUDIT: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Hidalgo County Sheriff's Office to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit shall be paid by Contractor.

2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. 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 applicable forms in this packet must be filled in its entirety and submitted with bid response.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, June 28, 2006, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, June 30, 2006.

EXHIBIT"B"
VENDOR'S RESPONSE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
DRUG TESTING COLLECTION SERVICES
Bid No. 2006-224-07-05-MSS

BID PAGE

1. PER HOUR FEES(LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR	24 Hour Service 8:00 A.M.	5:00 P.M.	Office
PREMIUM	5:00 P.M.	8:00 A.M.	* 24 Hour Service

5 locations (Valleywide)

2. **TEST CHARGES:** Enter price for each test.

Specific Test		Level I Screening (Immunoassay)	Level II Confirmation (GC/MS)				
Panel 10 (individual)							
Cannabis	Urine	✓					
	Hair						
	Blood						
Cocaine	Urine	✓					
	Hair						
	Blood						
Amphetamines	Urine	✓					
	Hair						
	Blood						
Morphine	Urine	✓					
	Hair						
	Blood						
Methamphetamines	Urine	✓					
	Hair						
	Blood						
Phencyclidine	Urine	✓					
	Hair						
	Blood						
Benzodiazepines	Urine	✓					
	Hair						
	Blood						
Barbiturates	Urine	✓					
	Hair						
	Blood						
Methadone	Urine	✓					
	Hair						
	Blood						

* Price on Panel 10 is grouped together. No individual charges. Fee 36.00
* Price on Panel 5 is grouped together. No individual charges. Fee 28.00

Specific Test		Level Assessed (Contamination threshold)	PRICE	Zero Level (Screening threshold)	PRICE	Turnaround time for results: NEGATIVE	Turnaround time for results: NON-NEGATIVE
Tricyclic Antidepressants	Urine	✓					
	Hair						
	Blood						
Rohypnol	Urine	✓					
	Hair						
	Blood						
Alcohol	Urine	✓					
	Hair						
	Blood						
Ecstasy	Urine	✓					
	Hair						
	Blood						
COMPLETE TEST COST (Includes all of the above)	Urine	✓					
	Hair						
	Blood						

* ~~Urine~~ Breath Test for alcohol will be conducted on certified equipment PBA 3000B

3. TRAINING FEES: Training Charges per Session:

a)	Reasonable Suspicion Training	$80.00 per hour
b)	Drug Free Workplace Act	80.00 per hour
c)	Other Drug Testing Related	80.00 per hour

COMPANY NAME: N.T.C. Drug Testing Services, Inc.

ADDRESS: 5717 North 10th, Suite D. McAllen, Tx. 78504

CITY/STATE/ZIP CODE: McAllen, Edinburg, RGCity, La Joya, Weslaco & Harlingen

PHONE NUMBER: MAIN # (956) 682-7090 682-4219

FAX NUMBER: (956) 682-4252

CELLULAR NUMBER: (956) 655-2967 or 655-3648

AUTHORIZED SIGNATURE: Susan Sanchez / Connie Tienda

PRINTED NAME: Susan Sanchez

TITLE: Director

DATE: July 3, 2006

EXHIBIT "C"
INSURANCE

Client#: 660265 63NURSETEC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/06

PRODUCER
BB&T Insurance
110 Dixie Street
Carrollton, GA 30117
770 214-1991

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
NTC Drug Testing Services Inc dba
Nurses Technicians & Collectors
PO Box 2883
McAllen, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Ins(Stringer Ware)	38970
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		CLAIMS MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional	3CD3301	11/09/06	11/09/07	$1,000,000 Occurence $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Professional Liability-Testing Services; Claims Made; Retro Date: 11/09/06; Deductible:$2,500;

CERTIFICATE HOLDER

Hidalgo County
100 East 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 10 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
Paula D. Boyton

© ACORD CORPORATION 1988

Policy Number: CLS1319904 Date Entered: 11/14/2006

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2006

PRODUCER
Davis Insurance Agency
2030 E. Griffin Parkway
Mission, Texas 78572

(956) 581-9838

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
NTC DRUG TESTING

5717 N. 10TH
MCALLEN, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	CLS1319904	11/14/2006	11/14/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXCLUDED $ 2,000,000 $ EXCLUDED
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
100 E Cano
Edinburg, Texas 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

ACORD 25 (2001/08)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/26/06

PRODUCER
ALLSTATE COMMERCIAL AUTO INSURANCE
ARCHIE ACEVEDO INS AGENCY
5717 N. 10TH ST # A
MCALLEN, TEXAS 78504

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B: ALLSTATE AUTO COMMERICAL INS	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
SUSAN VILLARREAL
DBA NTC DRUG TESTING
5717 N. 10TH ST # D
MCALLEN, TEXAS 78504

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B		**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	PL# 000079626931291	09/26/2006	09/26/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 300,000 $ 500,000 $ 50,000
C		**GARAGE LIABILITY** [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
D		**EXCESS/UMBRELLA LIABILITY** [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE AGGREGATE	$ $
E		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
F		**OTHER**					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ON SITE DRUG TESTING

CERTIFICATE HOLDER

HIDALGO COUNTY
100 E CANO
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2006

PRODUCER

COMBINED INDEPENDENT AGENCIES INC
2304 TARPLEY ROAD, SUITE 124
CARROLLTON, TX 75006
(888) 661-3938
XY483 882

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.

INSURERS AFFORDING COVERAGE | **NAIC #**

INSURED
NTC DRUG TESTING SERVICES, INC
5717N 10TH ST, #D
MCALLEN, TX 78504

INSURER A: THE TRAVELERS INDEMNITY COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB-7708C685-06	09/18/2006	09/18/2007	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

WORKERS COMPENSATION

CERTIFICATE HOLDER

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 10 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

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AI-5126 **14.A.**

Anticipated Capital Improvement Projects and Financiing
CC REGULAR

Date: 08/21/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and action of anticipated Capital Improvement Projects and financing methods.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/16/2007 04:02 PM	APRV
2	Purchasing Department	Marty Salazar	08/16/2007 05:01 PM	APRV
3	Auditor's Office		08/17/2007 04:44 PM	PEND
Form Started By: Dale Kennan			Started On: 08/15/2007 04:47 PM	
Final Approval Date: 08/17/2007				

AI-5069 **14.C.**

Hidalgo County Property & Casualty Claims Fund
CC REGULAR

Date: 08/21/2007
Submitted By: Rosie Luna, SAFETY/WORKERS' COMP. DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Safety Division:
1. Discussion, consideration and approval to reimburse the Hidalgo County Property & Casualty Claims Fund Bank Account for claims paid by Tristar Risk Management for the period starting July 1, 2007 to July 31, 2007 in the amount of $50,359.83.
2. Approval of wire transfer to cover the claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: July Register

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/13/2007 04:34 PM	APRV
2	Veronica Lopez	Veronica Lopez	08/14/2007 10:29 AM	APRV
3	Dina Trevino	Damaris San Miguel	08/15/2007 09:42 AM	APRV
4	Purchasing Department	Marty Salazar	08/15/2007 11:53 AM	APRV
5	Auditor's Office	Angelica Tapia	08/17/2007 03:03 PM	APRV
6	Court Administrator	Monica Badillo	08/17/2007 04:17 PM	APRV

Form Started By: Rosie Luna
Started On: 08/13/2007 03:52 PM

Final Approval Date: 08/17/2007

REGISTER FOR THE MONTH OF JULY 2007

TRISTAR CL #	OUR CASE #	INCIDENT DATE	CLAIMANT	TYPE OF CLAIM	DATE PAID	AMOUNT PAID	ISTAR CHEC	DEPT.
05142299	05-09-22-0046	9/22/2005	Atlas & Hall representation on Palacios, Leonel	Legal (Auto)	7/10/2007	$ 675.65	300174	B&G
06160562	06-01-19-1213	1/19/2006	Atlas & Hall representation on Lopez, Robert	Legal (GL)	7/10/2007	$ 1,583.21	300175	Headstart
06163017	06-05-17-1100	5/17/2006	Atlas & Hall representation on Turner, Robert	Legal (GL)	7/10/2007	$ 495.89	300176	Pct. 4
06157460	06-04-05-1610	4/5/2006	Willette & Guerra representation on Escalante, Elisua	Legal (Auto)	7/24/2007	$ 2,560.83	300186	Pct. 3
05142299	05-09-22-0046	9/22/2005	Atlas & Hall representation on Palacios, Leonel	Legal (Auto)	7/25/2007	$ 1,059.88	300187	B&G
06163017	06-05-17-1100	5/17/2006	Atlas & Hall representation on Turner, Robert	Legal (GL)	7/26/2007	$ 1,258.77	300192	Pct. 4
06163691	06-04-29-1200	4/29/2006	Atlas & Hall representation on Torres, Marco A	Legal (Public Official)	7/26/2007	$ 423.00	300193	Sheriff's
06164733		7/18/2006	Willette & Guerra representation on Caballero, Blanca	Legal (Public Official)	7/24/2007	$ 1,793.13	300185	Headstart
06173703	06-09-28-0831	9/28/2006	Atlas & Hall representation on Gonzalez, Blanca	Legal (Public Official)	7/26/2007	$ 211.50	300195	Const. Pct 2
07181213	07-01-25-0815	1/25/2007	Del Bosque, Nora	Auto Loss	7/30/2007	$ 9,500.00	300200	Const. Pct 2
06174875	06-04-07-0218	4/7/2006	Atlas & Hall representation on Sanchez, Reynaldo	Legal (GL)	7/10/2007	$ 2,626.74	300178	Pct. 3
06174875	06-04-07-0218	4/7/2006	Atlas & Hall representation on Sanchez, Reynaldo	Legal (GL)	7/26/2007	$ 3,755.56	300196	Pct. 3

05140839	05-08-09-0918	8/30/2005	Atlas & Hall representation on La Joya ISD	Legal (Auto)	7/10/2007	$ 1,853.13	300173	Pct. 3
07186405		10/30/2006	Atlas & Hall representation on Cantu, Nicolas	Legal (Public Official)	7/25/2007	$ 1,034.11	300188	JP 4-1
05140839	05-08-09-0918	8/30/2005	Atlas & Hall representation on La Joya ISD	Legal (Auto)	7/26/2007	$ 141.00	300190	Pct. 3
07192996	07-06-15-1415	6/15/2007	Zapata, Armando	Auto Loss	7/30/2007	$ 117.99	300201	HIDTA
07181573	07-02-06-1017	9/27/2006	Atlas & Hall representation on Mendoza, Jesus	Legal (Public Official)	7/10/2007	$ 191.91	300179	JP 3-2
07181573	07-02-06-1017	9/27/2006	Atlas & Hall representation on Mendoza, Jesus	Legal (Public Official)	7/26/2007	$ 188.00	300197	JP 3-2
06166375	06-07-11-0948	7/11/2006	Atlas & Hall representation on Diaz, Eduardo	Legal (Law Enforcement)	7/10/2007	$ 765.18	300177	Sheriff's
07187758	06-09-11-0857	9/11/2006	Atlas & Hall representation on Gonzalez, Leeroy	Legal (Law Enforcement)	7/10/2007	$ 1,338.57	300180	Sheriff's
06166367	06-07-31-1000B	8/1/2006	Atlas & Hall representation on Espericueta, Olivia	Legal (Law Enforcement)	7/23/2007	$ 329.00	300181	Sheriff's
07193910	07-05-23-1124	5/25/2007	Atlas & Hall represetation on Martinez, Jorge A	Legal (Law Enforcement)	7/23/2007	$ 3,946.20	300182	Sheriff's
07193958	07-06-01-1353	5/10/2007	Atlas & Hall representation on Lopez, Enrique	Legal (Law Enforcement)	7/23/2007	$ 1,333.90	300183	Sheriff's
06171662	06-10-13-0950B	10/13/2006	Thornton, Biechlin, Segrato, Reynolds for Vasquez, Marcial	Legal (Auto)	7/23/2007	$ 4,455.50	300184	Sheriff's
07187741	07-04-27-1057	1/18/2006	Atlas & Hall representation on Manzanares, Juan	Legal (Public Official)	7/25/2007	$ 833.06	300189	IT Dept.
06166375	06-07-11-0948	7/11/2006	Atlas & Hall representation on Diaz, Eduardo	Legal (Law Enforcement)	7/26/2007	$ 3,501.84	300194	Sheriff's

07193910	07-05-23-1124	5/25/2007	Atlas & Hall represetation on Martinez, Jorge A	Legal (Law Enforcement)	7/26/2007	$ 3,208.62	300198	Sheriff's
07193831	07-06-21-0815	6/21/2007	Lopez, Lydia	Auto Loss	7/26/2007	$ 1,177.66	300199	Boot Camp

$ 50,359.83

Reviewed and Approved by:

Roy Quintanilha, Safety Director

Date

AI-5135 **14.D.**

Construction and Maintenance Agreement for FM 88 Drainage Outfall
CC REGULAR

Date: 08/21/2007
Submitted By: Rey Salazar, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Precinct # 1:
1. Discussion, consideration and approval of a Construction and Maintenance Agreement for FM 88 Drainage Outfall Improvements between the State of Texas and the County of Hidalgo.
2. Authority for County Judge to sign the required documents: Construction and Maintenance Agreement for FM 88 Drainage Outfall Improvements (CSJ: 0698-03-080)

BACKGROUND

Fiscal Impact

Attachments

Link: TXDOT Agreement-FM88 Outfall

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/17/2007 11:19 AM	APRV
2	Dale Kennan	Dale Kennan	08/17/2007 11:43 AM	APRV
3	Purchasing Department	Marty Salazar	08/17/2007 02:22 PM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	NEW
Form Started By: Rey Salazar			Started On: 08/16/2007 11:28 AM	
Final Approval Date: 08/17/2007				

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

RECEIVED
AUG 02 2007
COUNTY JUDGE

July 30, 2007

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

RE: Control: 0698-02-080
Highway: FM 88
Limits: From Mile 12 N. Rd. To Mile 16 N. Rd.
County: Hidalgo
Subject: **Outfall Construction-Maintenance**

Dear Judge Salinas:

The Texas Department of Transportation (TxDOT) is planning to improve FM 88 from a two-lane road to a 5-lane curb and gutter section. The limits are from Mile 12 N. Rd. to Mile 16 N. Rd.

In order to drain the project as economically as possible for both Hidalgo County and TxDOT, our consultant L&G Engineering has made an in-depth study of the drainage in the area and has developed a typical section to drain the project effectively. We respectfully request that the County and TxDOT enter into a Construction and Maintenance Agreement, in which the State excavates the proposed ditch and provides cross drainage structures as identified on the attached layout while the County agrees to acquire the necessary right-of-way and maintains the drainage ditch after construction.

If the County needs additional or larger cross-drainage structures, TxDOT can enter into an Advance Funding Agreement (AFA) to upsize any structures with the proper financial participation.

Please sign and return the attached original agreement counterparts back in our office as soon as possible for our further processing. As always, thank you in advance for your expeditious and positive response. We look forward to continuing to work together on this important project.

If you have any questions, please contact Epigmenio Gonzalez E.I.T. at (956) 702-6248 or myself at (956) 702-6214.

Sincerely,

Homero Bazán, Jr., P.E.

Homero Bazán, Jr., P.E.
District Consultant Management Engineer

Attachments: Agreement, Channel Typical Section and Project Layout

Cc: Silvia Handy , County Commissioner Pct. No. 1
Joe Pena, Hidalgo County Right-of-Way Director
Godfrey Garza, Hidalgo County Drainage District Manager

Hidalgo County
CSJ: 0698-03-080
FM 88

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR FM 88 DRAINAGE OUTFALL IMPROVEMENTS

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the County of Hidalgo, acting by and through its duly authorized officers, hereinafter called the "Local Government".

WITNESSETH

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with the local governments; and

WHEREAS, the Texas Transportation Commission passed Minute Order 110266 authorizing the State to undertake and complete a highway improvement generally described as the reconstruction and widening of FM 88 from Mile 12 North Rd. to Mile 16 North Rd., to include drainage outfall improvements; and

WHEREAS, the State is proposing to construct drainage outfall improvements for FM 88 within and across County right of way; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment "A", for construction and maintenance of drainage outfall improvements associated with Outfall "F" as shown in Attachment "C", hereinafter called the "Project";

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until terminated as hereinafter provided.

Article 2. Work Responsibilities
The State and Local Government shall perform and execute all responsibilities as described in Attachment "B".

Article 3. Right of Access
If the Local Government is owner of any part of the project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Responsibilities of the Parties
The State and Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 5. Termination
This agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by the State upon the failure of the Local Government to fulfill its obligations set forth herein;
- by the Local Government upon the failure of the State to fulfill its obligations set forth herein;

The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and Local Government under this agreement. If the potential termination of this agreement is due to the failure of the Local Government to fulfill its contractual obligations as set forth herein, the State will notify the Local Government that possible breach of contract has occurred. The Local Government will make every effort to remedy the breach as outlined by the State within a period mutually agreed upon by both parties. In the event the Local Government does not remedy the breach, the State may terminate this agreement or suspend performance thereunder, and the parties shall conclude their activities relating to the Project.

If the termination is due to the failure of the State to fulfill its contractual obligations, the Local Government will notify the State that possible breach of contract has occurred. The State will make every effort to remedy the breach as outlined by the Local Government within a period mutually agreed upon by both parties. In the event the State does not remedy the breach, the Local Government may terminate this agreement or suspend performance thereunder, and the parties shall conclude their activities relating to the Project.

Article 6. Notices
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Hidalgo County	Texas Department of Transportation
Juan D. "J.D." Salinas	Mario Jorge, P.E.
County Judge	District Engineer
P.O. Box 1356	P.O. Box 1717
Edinburg, Texas 78540	Pharr, Texas 78577-1717

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Any party may request in writing that such notices be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 7. Compliance with Laws
The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

Article 8. Sole Agreement
In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 9. Successors and Assigns
The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 10. Amendments
By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 11. Insurance
If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 12. Signatory Warranty
The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the entity they each represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Mario Jorge, Jr., P.E.
Pharr District Engineer

THE LOCAL GOVERNMENT

By _____ Date _____
Honorable Juan D. "J.D." Salinas
Hidalgo County Judge

ATTACHMENT "A"

Resolutions or Ordinances

ATTACHMENT "B"

Work Responsibilities

1.) The Local Government hereby authorizes the State to construct FM 88 drainage outfall improvements associated with Outfall "F", within and across the Local Government's right-of-way, as shown in Attachment "C".

2.) The State will, at no cost to the Local Government, provide the following drainage outfall improvements:

(a) Clean and re-grade approximately 5,195 feet of existing ditch (4 separate sections) within existing Local Government right-of-way.

(b) Install approximately 2,221 feet of 36" diameter reinforced concrete pipe within a proposed 30-60 feet Local Government drainage R.O.W./easement to connect the two existing ditch sections.

(c) Replace the existing 18" diameter RCP ditch cross culvert at Mile 12 ½ N. Rd. with a 48" diameter reinforced concrete pipe.

(d) Replace the existing ditch cross culvert at Mile 4 West with a 36" dia. x 250 ft. reinforced concrete pipe.

(e) Clean the existing ditch cross culvert approximately 2500 feet east of Mile 4 West.

This work shall include cutting and restoring pavement where excavation across existing roadways is necessary, as well as providing for adjustments of existing structures to accommodate the proposed improvements.

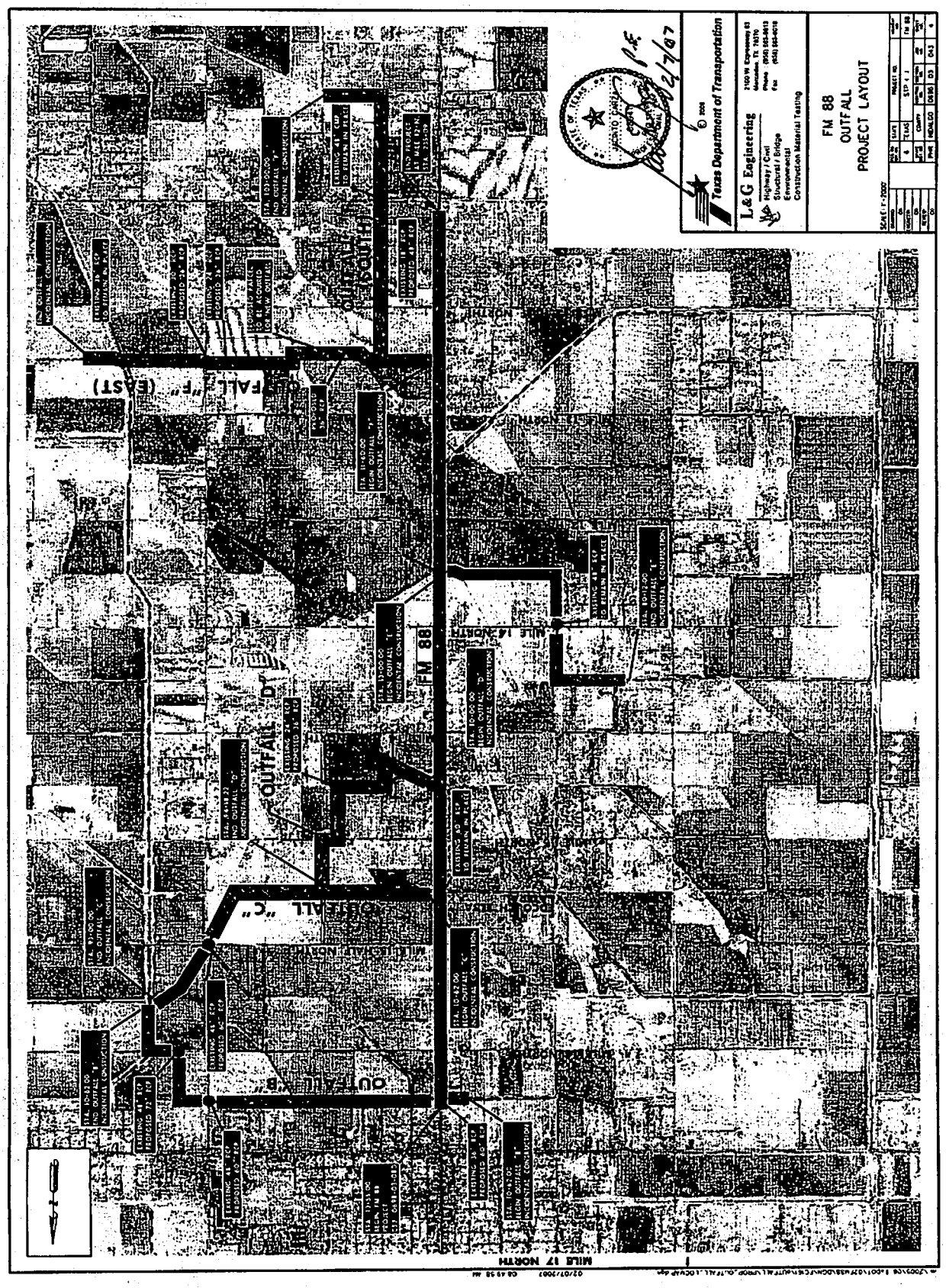
3.) The Local Government will, at no cost to the State, provide and maintain ownership of all necessary right-of-way for the drainage outfall improvements.

4.) Upon completion of the State's improvements, the Local Government will, at no cost to the State, maintain the drainage outfall improvements to the lines, grades and hydraulic capacity provided with the improvements.

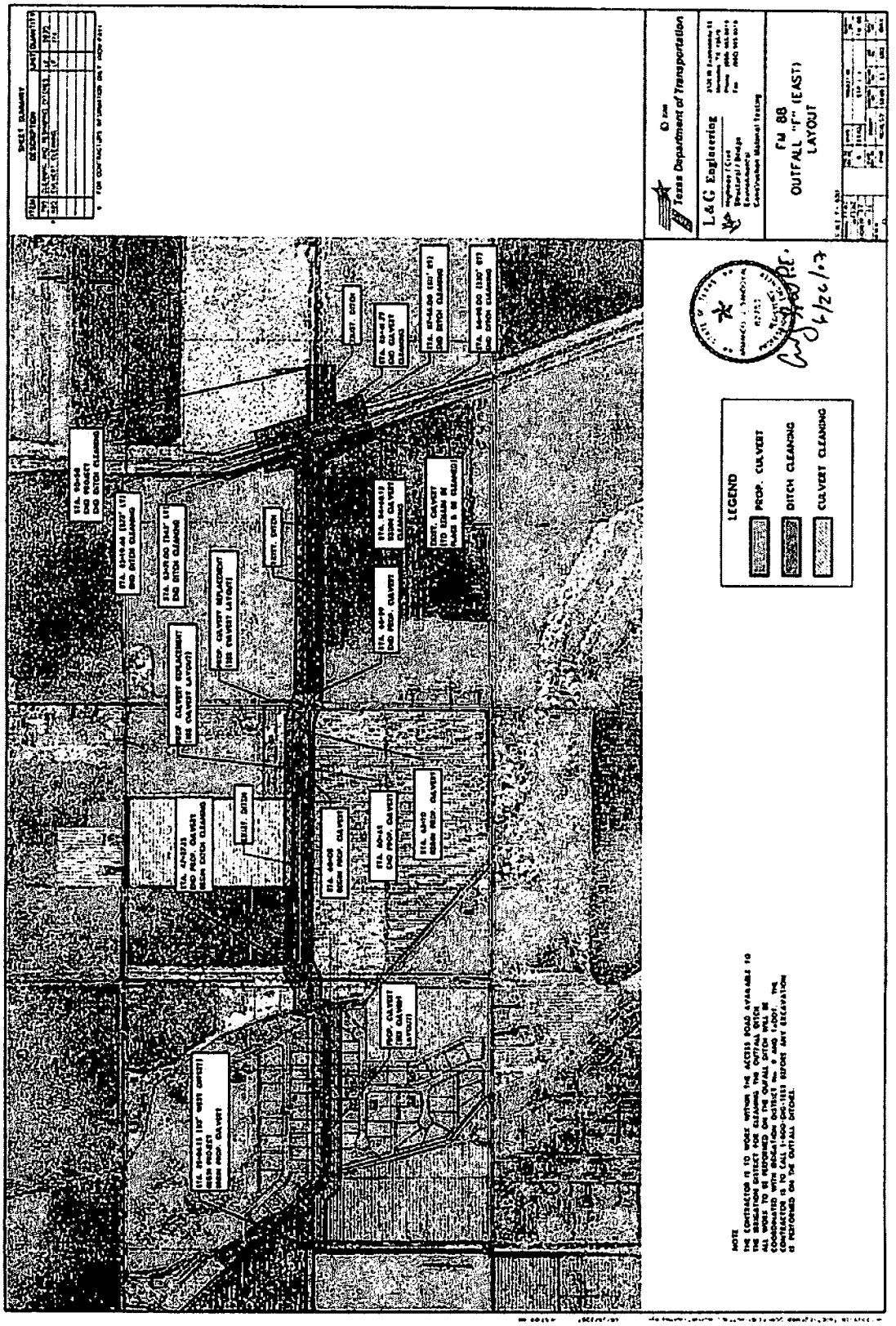
5.) The Local Government shall not allow the tapping in of other drainage into this drainage Outfall "F" without prior written approval from the State. To be considered, the Local Government shall provide at no cost to the State, a detailed hydraulic analysis of the overall system which clearly shows the proposed additional drainage would not have any adverse affect on the State's drainage for FM 88 (Reference Project C 698-3-80; CSJ: 0698-03-080).

6.) Either party hereto may make necessary emergency repairs, notifying the other party hereto of any action taken as soon thereafter as is practical.

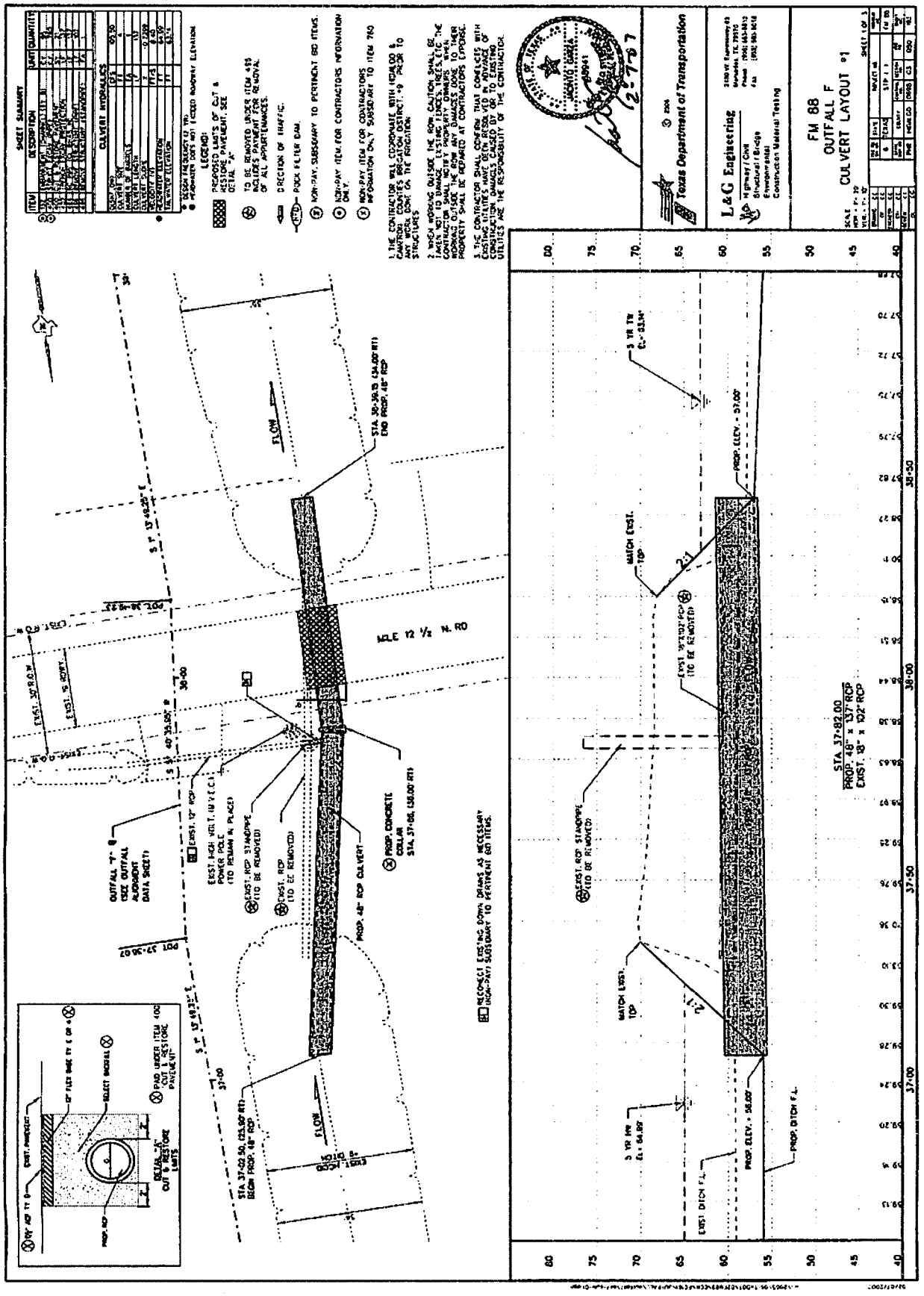
ATTACHMENT "C"



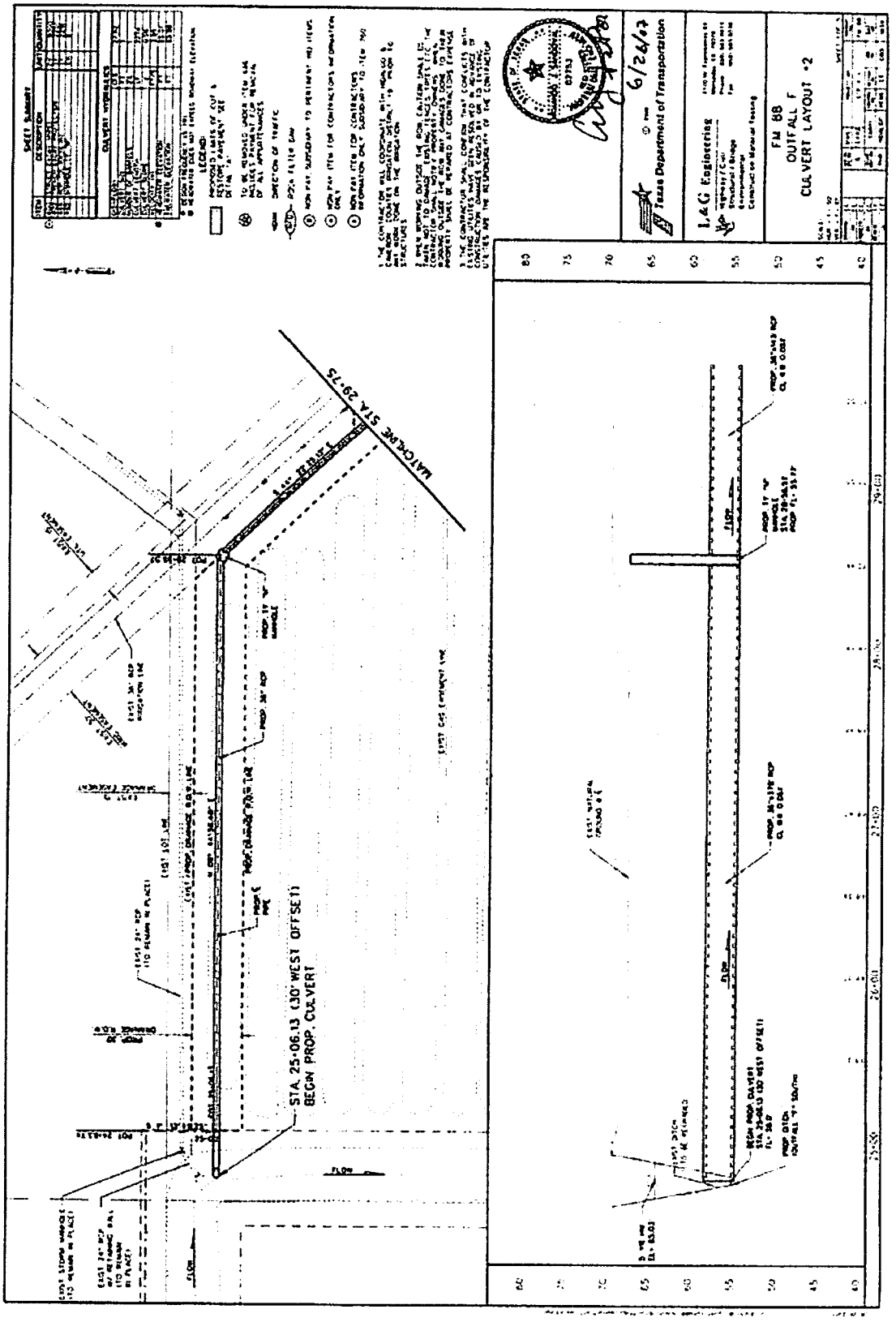
ATTACHMENT "C"



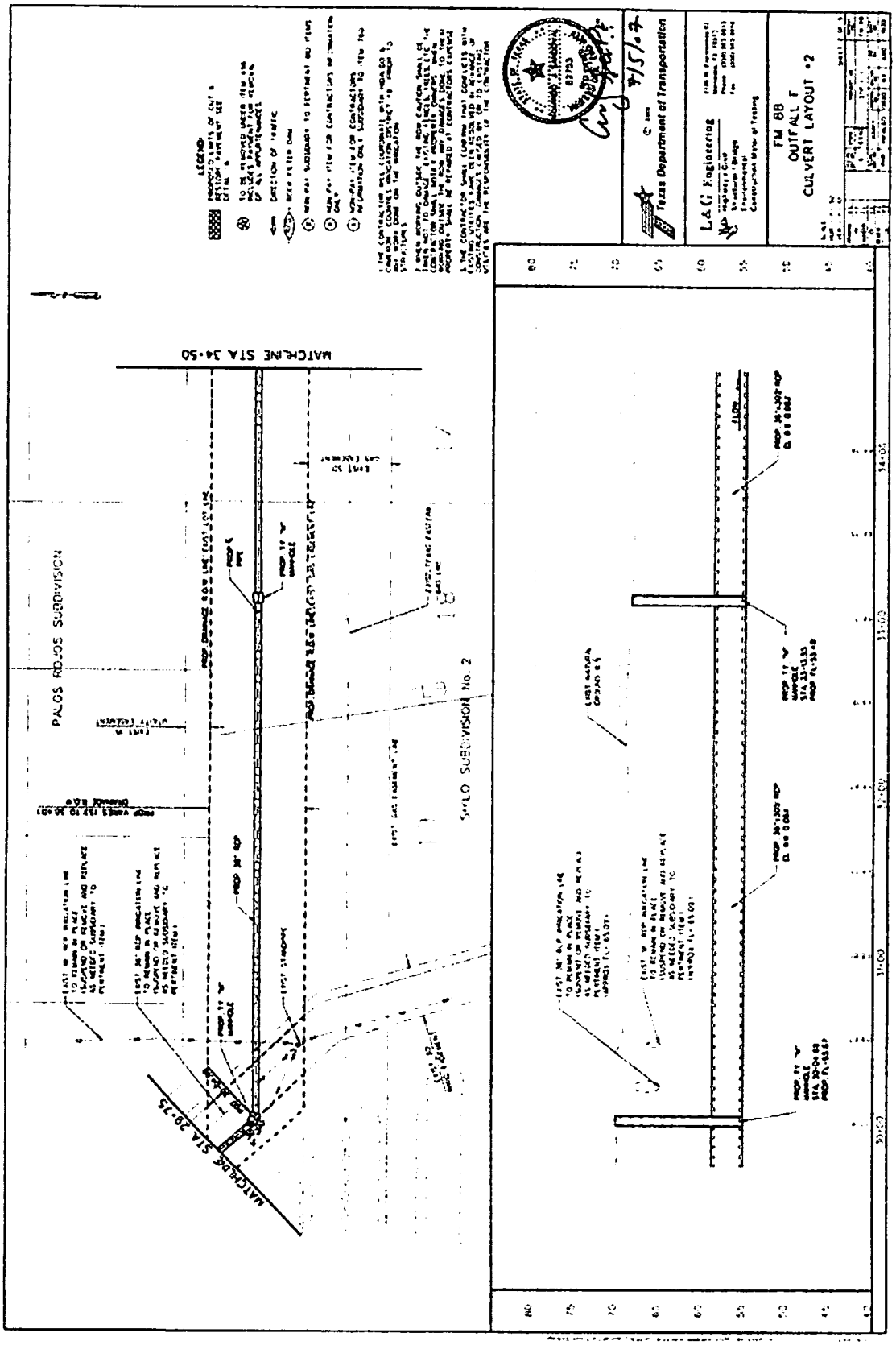
ATTACHMENT "C"



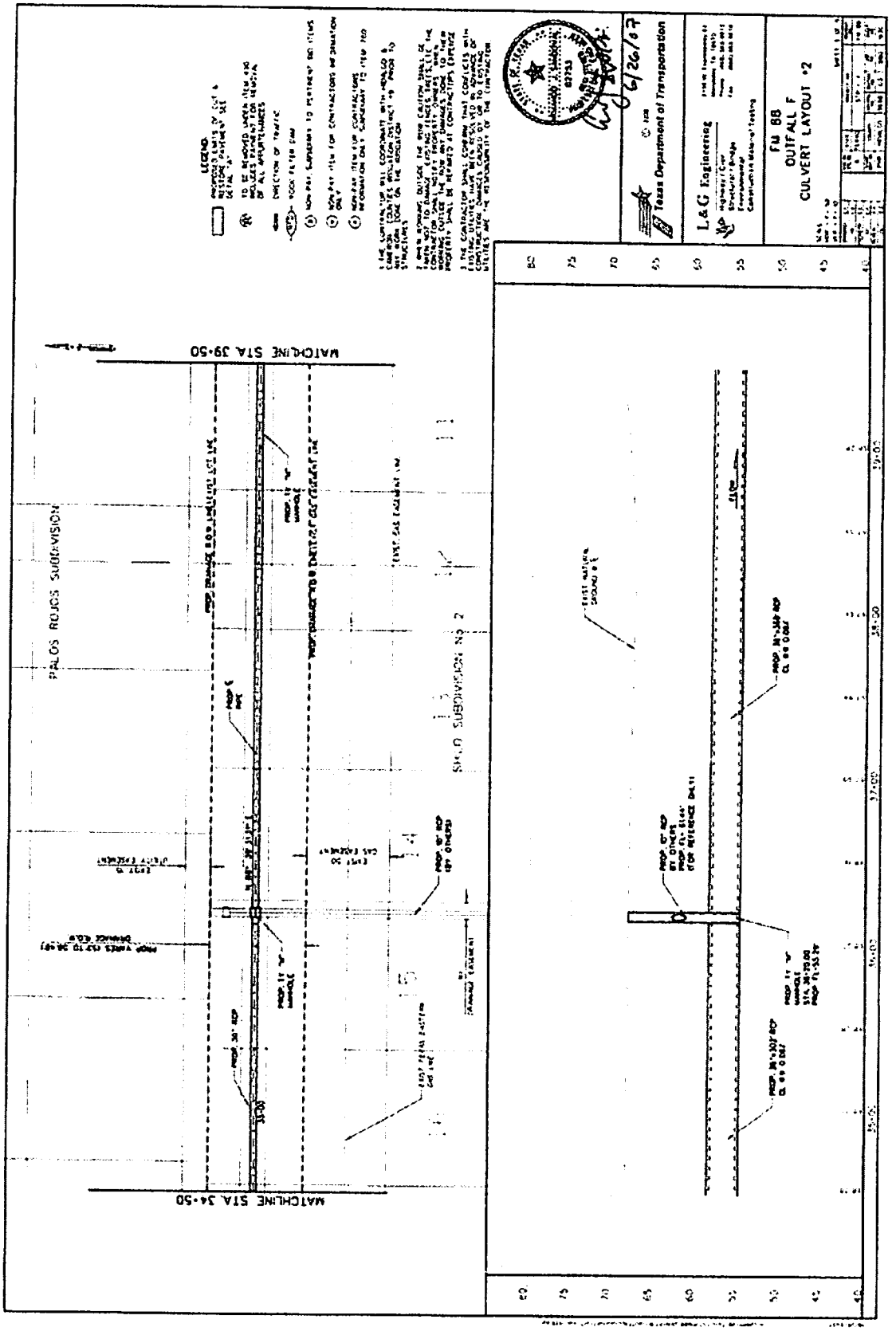
ATTACHMENT "C"



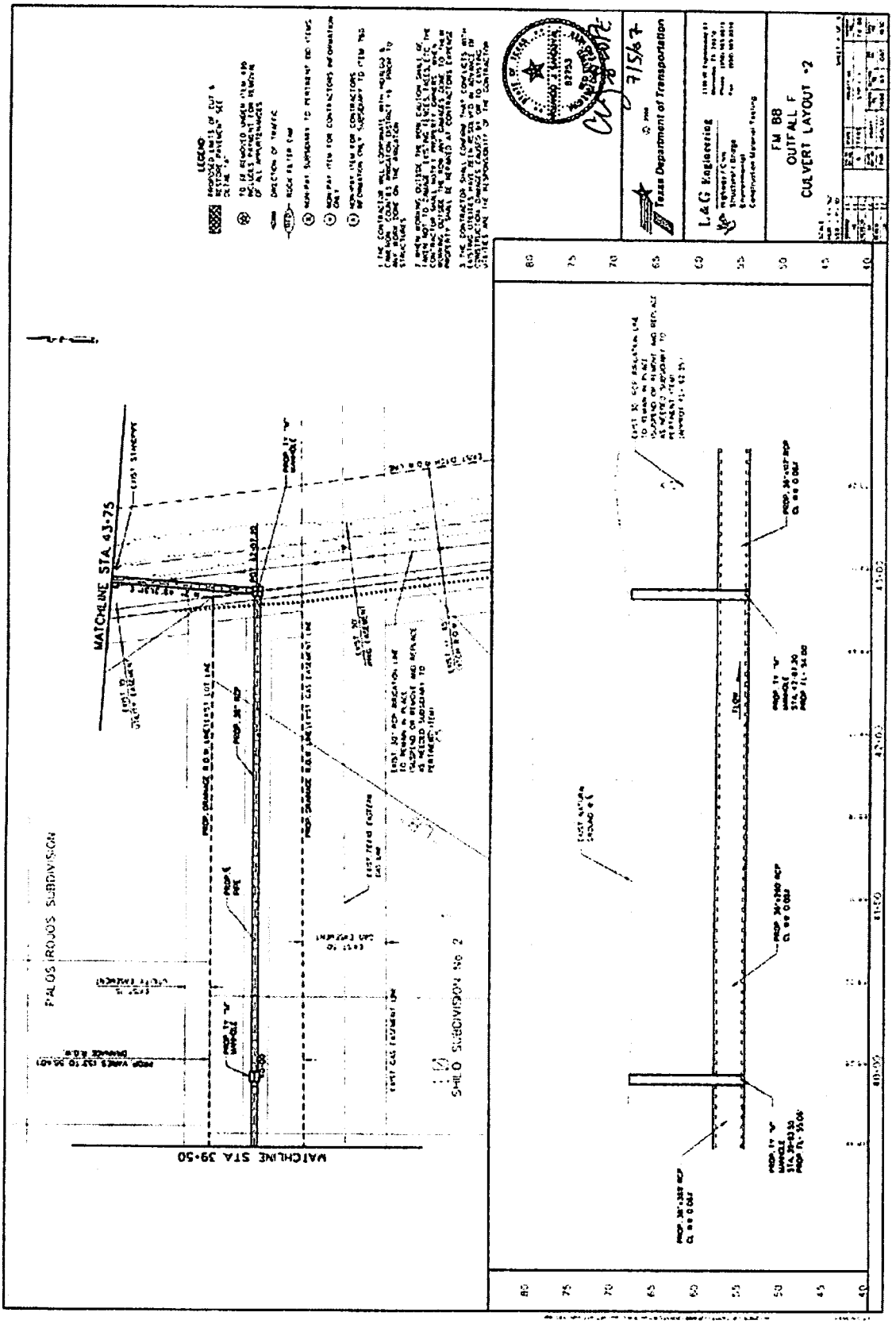
ATTACHMENT "C"



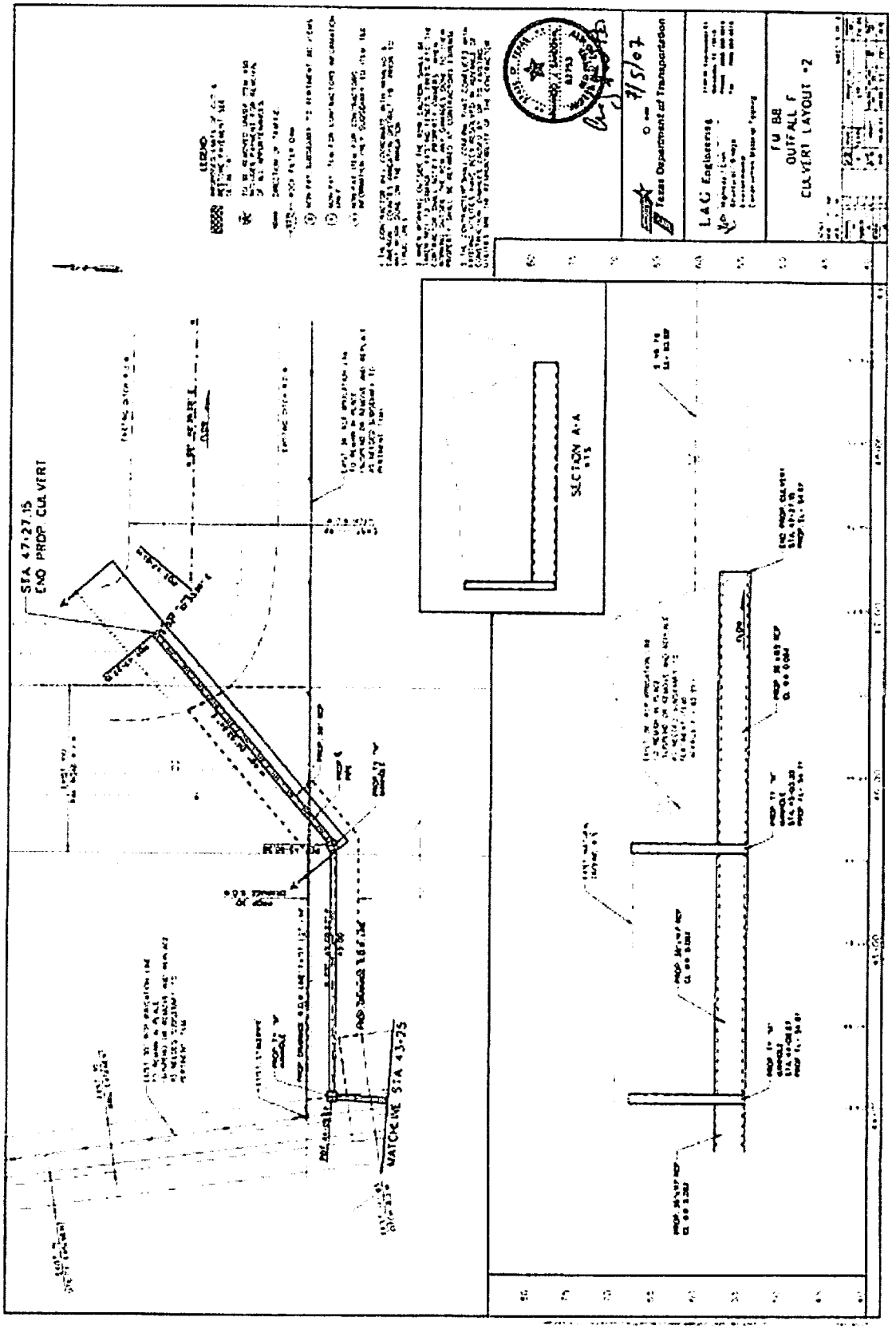
ATTACHMENT "C"



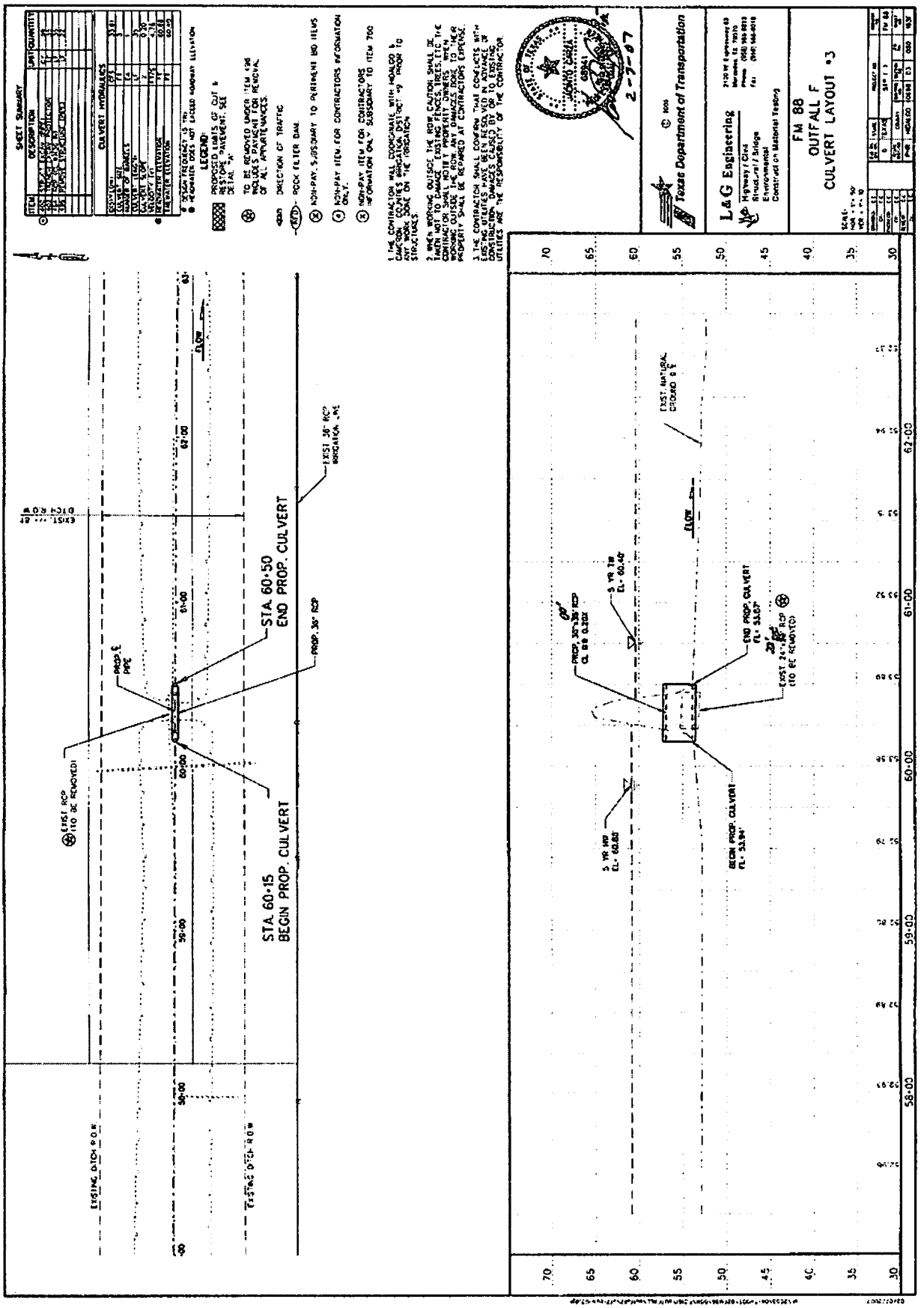
ATTACHMENT "C"



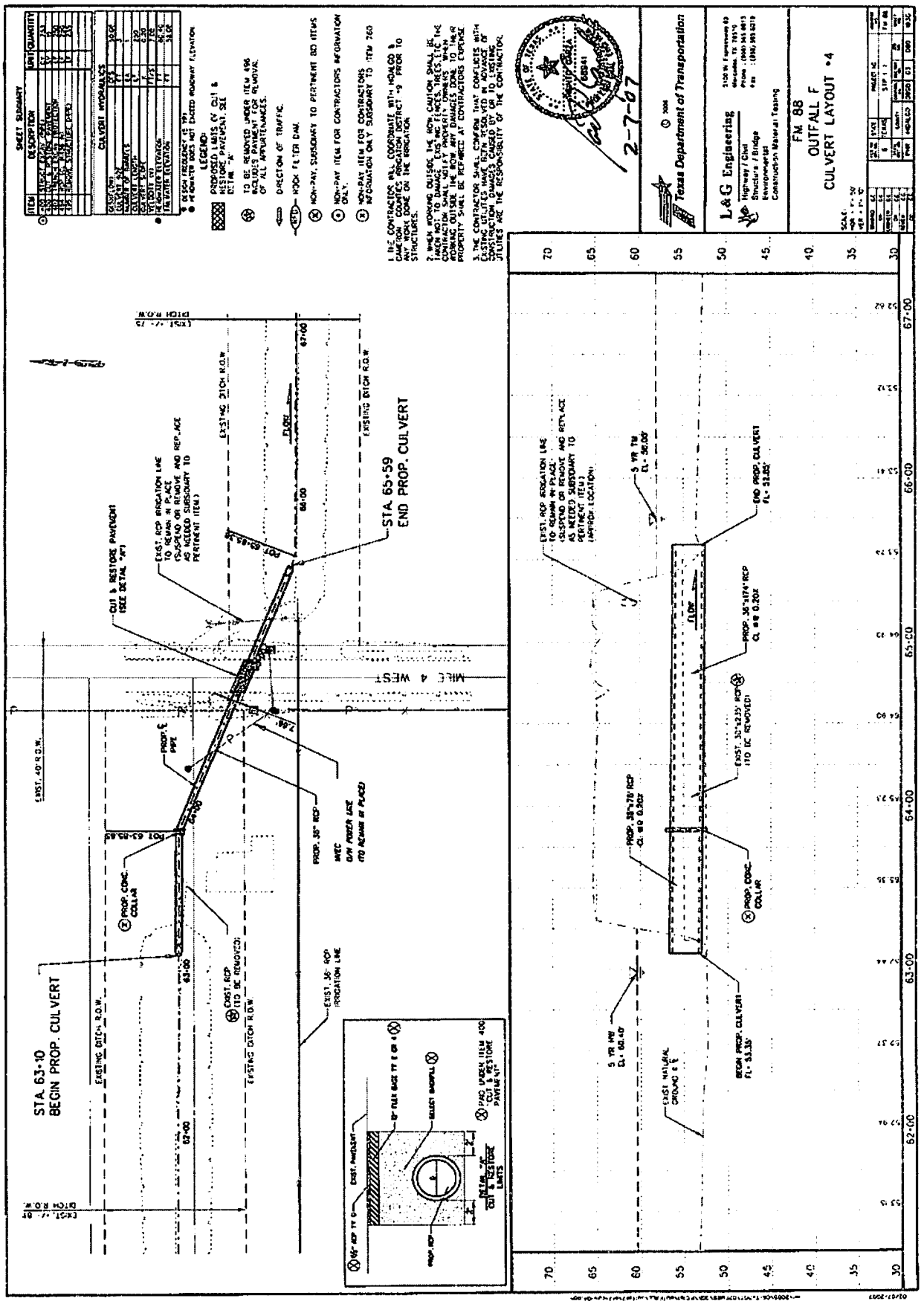
ATTACHMENT "C"



ATTACHMENT "C"



ATTACHMENT "C"



AI-5082 **14.E.**

2007 interdepartmental transfers for CO Series (1334)
CC REGULAR

Date: 08/21/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: CO Series 2001 (1331) & 2004 (1334)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer within Certificate of Obligation Series 2004 (1334) from the Health Department-Edinburg Renovation Project (program 022) to the newly created Buildings & Grounds - Parking Lot Project (program 038) in the amount of $88,553.27.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1334-4XX-X0-XX0-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 7-1334-441-00-340-022-0-452 to 7-1334-419-40-220-038-0-739 in the amounts of $88,553.27. Available balance in account ending 452 is $170,922.10 as of 8/13/07.

Attachments

Link: 2007 Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 09:35 AM	APRV
2	Rey Salazar	Rey Salazar	08/15/2007 10:28 AM	APRV
3	Dale Kennan	Dale Kennan	08/15/2007 10:32 AM	APRV
4	Rey Salazar	Rey Salazar	08/15/2007 03:44 PM	APRV
5	Purchasing Department	Marty Salazar	08/15/2007 04:31 PM	APRV
6	Auditor's Office		08/17/2007 04:44 PM	PEND

Form Started By: Dale Kennan Started On: 08/14/2007 03:47 PM

Final Approval Date: 08/17/2007

DATE August 14, 2007

DEPARTMENT HEAD Valde Guerra

DEPARTMENT NAME Dept. of udget Management for the Certificate of Obligation Series 2004 (1334)

ACCO NT N M ER 7-1334-4 - 0- -0 -0-

Contact Person Dale Kennan **Ph** (956) 292-7025 Ext. 5406

S ECT **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
7-1334-441-00-340-022-0-452	C.O.,2004-H/D EDBG-BLDG ADD & RENOV	(88,553.27)
7-1334-419-40-220-038-0-739	C.O.,2004-B&G-PARKING LOT-OTHER STRUCTURES	88,553.27
	TOTAL DGET INCREASE (DECREASE)	**0.00**

REASON **Transfer from C.O.,2004-H/D ED G to C.O.,2004- G-PAR ING LOT due to compliance issues of CO purposes.**

DEPARTMENT HEAD SIGNAT RE

APPROVED COMMISSIONERS CO RT

/ /
DATE

ATTEST CO NT CLER

AI-5150 **14.F.**

Inter-departmental transfer from Co. Wide Contingency to Co. Wide Adm Emergency Mgmt.

CC REGULAR

Date: 08/21/2007
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 inter-departmental transfer from Countywide Administration - Contingency to Countywide Administration Emergency Management (1100) in the amount of $10,000.00.

BACKGROUND

Transfer needed to meet anticipated expenditures for the preparation of hurricane Dean.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 71100-415-00-115-068-0-630 $5,000.00 & object code 890 $5,000.00

Available Balance as of 8-17-07 in Countywide Adm-Contigency $383,854.63.

Attachments

Link: 5150 Inter-dept transfer Emergency Mngt 8-21-07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/17/2007 03:17 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/17/2007 03:37 PM	APRV
3	Purchasing Department		08/17/2007 04:44 PM	NEW

Form Started By: Anna Galvan — Started On: 08/17/2007 02:41 PM

Final Approval Date: 08/17/2007

INTER-DEPARTMENTAL TRANSFER

DATE August 17, 2007 **AI 5150**

DEPARTMENT HEAD Valde Guerra

DEPARTMENT NAME Department of Budget & Management

ACCO NT N M ER 7-1100-415-00-115-XXX-0-XXX-

S ECT **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

[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		
7-1100-415-00-115-002-0-899	County Wide Administration - Contingency	$ (10,000.00)
TO		
7-1100-415-00-115-068-0-630	County Wide Adm. Emergency Mgmt.- Food	$ 5,000.00
7-1100-415-00-115-068-0-890	County Wide Adm. Emergency Mgmt.- Other	$ 5,000.00
	Total udget Increase/Decrease	**0.00**

REASON Inter-Departmental transfer to cover expenses in above mentioned object codes.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-5146 **14.G.**

District Clerk's- Interdepartmental Transfer
CC REGULAR

Date: 08/21/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: District Clerk's Office
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Counyt Wide Administration into District Clerk's (1100) in the amount of $23,642.39 to fund salaries and related fringes.

BACKGROUND

Reference to agenda item no. 4967 approved by CC on 08-14-07

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$383,854.63 available funds as of 08-17-07. RC

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Form Started By: Rosie Cantu Started On: 08/17/2007 01:18 PM

Final Approval Date: 08/17/2007

DGET INTER-DEPARTMENTAL TRANSFER

DATE uly 27, 2007

AI-5146

DEPARTMENT HEAD VALDE G ERRA

DEPARTMENT NAME DEPT OF DGET MANAGEMENT FOR DISTRICT CLER S

ACCO NT N M ER 7-1100-41 -00- -00 -0-

CONTACT PERSON ROSIE CANT **TELEPHONE NO.** (956) 292-7025

S ECT 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 ACCO NT N M ER	ACCO NT (O ECT) NAME	AMO NT
FROM		
7-1100-415-00-115-002-0- 899	CO IDE ADM-CONTINGENC	(23,642.39)
TO		
7-1100-412-00-090-001-0- 113	DIST CLER -PERM F/T EMPLO EES	17,471.26
7-1100-412-00-090-001-0- 211	DIST CLER -HEALTH INS RANCE	3,063.17
7-1100-412-00-090-001-0- 212	DIST CLER -LIFE INS RANCE	24.28
7-1100-412-00-090-001-0- 220	DIST CLER -FICA	1,336.55
7-1100-412-00-090-001-0- 230	DIST CLER -RETIREMENT	1,558.44
7-1100-412-00-090-001-0- 250	DIST CLER - NEMPLO MENT COMP	87.36
7-1100-412-00-090-001-0- 260	DIST CLER - OR ERS COMP	101.33
	TOTAL DGET INCREASE (DECREASE)	0.00

REASON INTER-DEPARTMENTAL TRANSFER TO F ND THE COST OF SALARIES AND FRINGES IN REFERENCE TO AI 4967 (SALAR AD STMENTS) APPROVED CC ON A G ST 07, 2007.

DEPARTMENT HEAD SIGNAT RE

/ /
DATE

APPROVED COMMISSIONERS CO RT

ATTEST CO NT CLER

AI-5088 **14.H.**

Interdepartmental transfer from Contingency to Juvenile Prob.
CC REGULAR

Date: 08/21/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Countywide Administration - Contingency to Juvenile Probation Dept (1100) in the amount of $200,000.00.

BACKGROUND

Transfer needed to pay room & board expenses (object code 590) for the Juvenile Prob. Dept.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-4XX-X0-XXX-002-0-X9X
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1100-423-60-330-002-0-590 in the amount of $200,000.00; Available Balance as of 8-15-07 $386,854.63.

Attachments

Link: 2007 Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	08/15/2007 09:27 AM	APRV
2	Budget & Management	Damaris San Miguel	08/15/2007 09:32 AM	APRV
3	Dale Kennan	Dale Kennan	08/15/2007 09:56 AM	APRV
4	Purchasing Department	Marty Salazar	08/15/2007 01:41 PM	APRV
5	Auditor's Office	Angelica Tapia	08/17/2007 03:10 PM	APRV
6	Court Administrator		08/17/2007 04:18 PM	NEW

Form Started By: Ivan Cantu — Started On: 08/15/2007 08:54 AM

Final Approval Date: 08/17/2007

DGET INTERDEPARTMENTAL TRANSFER

DATE August 15, 2007 **AI 5088**

DEPARTMENT HEAD VALDE G ERRA

DEPARTMENT NAME DEPT. OF DGET MGMT FOR THE VENILE PRO ATION DEPT.

ACCO NT N M ER 7-1100-4 - 0- -002-0- 9

CONTACT PERSON IVAN CANT
TELEPHONE NO. (956) 292-7025 E T. 5425

S ECT Interdepartmental Transfer/s

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.

INCREASE/DECREASE ACCO NT N M ER	ACCO NT (O ECT) NAME	AMO NT
FROM		
7-1100-415-00-115-002-0- 899	CO IDE ADMIN- CONTINGENC	(200,000.00)
TO		
7-1100-423-60-330-002-0- 590	V PRO - ROOM OARD	200,000.00
	TOTAL DGET INCREASE (DECREASE)	0.00

REASON INTERDEPARTMENTAL TRANSFER FROM CONTINGENC TO VENILE PRO ATION TO F ND ROOM OARD E PENDIT RES.

DEPARTMENT HEAD SIGNAT RE

/ /
DATE

APPROVED COMMISSIONERS CO RT

ATTEST CO NT CLER

AI-5131 **14.I.**

Interpreter Pay
CC REGULAR

Date: 08/21/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: County Court -At-Law No. 1
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

County Court -At- Law No. 1
Discussion, consideration and approval of revised salary schedule for correction of agenda item no. 4926 approved by CC on 08-07-07 (reallocation of interpreter pay from slots 021-001-0004 to 021-001-0005).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-412-00-021-001-0-116
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu	Rosie Cantu	08/17/2007 11:20 AM	APRV
2	Dale Kennan	Dale Kennan	08/17/2007 11:29 AM	APRV
3	Human Resources		08/17/2007 04:44 PM	NEW
Form Started By: Rosie Cantu			Started On: 08/15/2007 05:04 PM	
Final Approval Date: 08/17/2007				

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1100-412-00-021-001-0
CCL#1

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	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
1	111	JDG CRT-AT-LAW	$131,500.00	$0.00	$131,500.00	0.045	$5,918.00	$0.00	$137,418.00	$137,418.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$145,418.00
2	113	COURT REPORTER	$61,750.00	$0.00	$61,750.00	0	$0.00	$5,500.00	$67,250.00	$67,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70,550.00
3	113	COURT COORDINA	$54,000.00	$0.00	$54,000.00	0	$2,500.00	($2,500.00)	$54,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	**113**	**AILIFF/INTERP**	**40,500.00**	**0.00**	**40,500.00**	**0**	**0.00**	**3,000.00**	**43,500.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
5	**113**	**ASST COORDINT**	**32,000.00**	**0.00**	**32,000.00**	**0**	**0.00**	**7,000.00**	**39,000.00**	**39,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**39,000.00**
T006	122	COURT CLERK	$0.00	$8,320.00	$8,320.00	0	$0.00	$0.00	$8,320.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$319,750.00	$8,320.00	$328,070.00		$8,418.00	$13,000.00	$349,488.00	$243,668.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$254,968.00

***Approval of revised salary schedule for correction of agenda item no. 4926 approved by CC on 08-07-07 (reallocation of interpreter pay from slots 021-001-0004 to 021-001-0005 in the amount of $3,300.00).**

AI-5074 **14.J.**

Pct #3 1331

CC REGULAR

Date: 08/21/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3

Information

CAPTION

Approval of 2007 intradepartmental transfer - Pct #3 - C.O. 2001 (1331)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 ACCT. #: 7-1331-431-00-123-010-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

731-->742 $10,979.85; available balance as of 8/15/07 $10,979.85

Attachments

Link: intra-dept LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 09:25 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/16/2007 09:24 AM	APRV
3	Auditor's Office	Angelica Tapia	08/17/2007 03:29 PM	APRV
4	Court Administrator	Monica Badillo	08/17/2007 04:17 PM	APRV

Form Started By: Norma Ceballos Started On: 08/14/2007 11:50 AM

Final Approval Date: 08/17/2007

INTRA-DEPARTMENTAL TRANSFER

DATE: August 21, 2007

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CIP (1331) AI#5074 Revised

ACCOUNT NUMBER: 7-1331-431-00-123-010-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM O ECT CODE	O ECT NAME	TO O ECT CODE	O ECT NAME	AMO NT
731	Roads	742	Heavy Equipment	10,979.85
			TOTAL	**10,979.85**

REASON Purchase equipment

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-5075 **14.K.**

Pct #3 1336

CC REGULAR

Date: 08/21/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3

Information

CAPTION

Approval of 2007 intradepartmental transfer - Pct #3 - C.O. 2006 (1336)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 ACCT. #: 7-1336-431-00-123-040-0-742
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

742-->741 $173,456.00; available balance as of 8/15/07 $761,689.00

Attachments

Link: Pct #3 1336

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 09:26 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/16/2007 09:24 AM	APRV
3	Auditor's Office	Angelica Tapia	08/17/2007 03:46 PM	APRV
4	Court Administrator	Monica Badillo	08/17/2007 04:17 PM	APRV

Form Started By: Norma Ceballos Started On: 08/14/2007 11:52 AM

Final Approval Date: 08/17/2007

INTRA-DEPARTMENTAL TRANSFER

DATE: August 21, 2007

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Pct #3 - CIP (1336)

ACCOUNT NUMBER: 7-1336-431-00-123-040-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM O ECT CODE	O ECT NAME	TO O ECT CODE	O ECT NAME	AMO NT
742	Heavy Equipment	741	Vehicles	173,456.00
			TOTAL	173,456.00

REASON Purchase two Dump Trucks

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-5121 **15.D.**

Closed Session: Cause No. C-1716-07-E
CC REGULAR

Date: 08/21/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Information

CAPTION

Closed Session: Cause No. C-1716-07-E; Texas Association of Counties, County Government Risk Pool vs Hidalgo County and Enrique Escalon, 275th Judicial District Court, Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 04:40 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/16/2007 10:17 AM	APRV
3	Purchasing Department	Marty Salazar	08/16/2007 11:17 AM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	PEND
Form Started By: Norma Silva			Started On: 08/15/2007 03:42 PM	
Final Approval Date: 08/17/2007				

AI-5119 **16.D.**

Open Session: Cause No. C-1716-07-E
CC REGULAR

Date: 08/21/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

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CAPTION

Open Session: Cause No. C-1716-07-E; Texas Association of Counties, County Government Risk Pool vs Hidalgo County and Enrique Escalon; 275th Judicial District Court, Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 04:39 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/16/2007 10:09 AM	APRV
3	Purchasing Department	Marty Salazar	08/16/2007 11:14 AM	APRV
4	Auditor's Office		08/17/2007 04:44 PM	NEW

Form Started By: Norma Silva — Started On: 08/15/2007 03:40 PM

Final Approval Date: 08/17/2007