AI-5167 **6.A.**

Tax Rate 2007

CC REGULAR

Date: 08/28/2007
Submitted By: Neida Chavana, TAX OFFICE
Submitted For: Armando Barrera Jr., RTA
Department: TAX OFFICE
Agenda Area: Tax Office

Information

CAPTION

1. Submission of 2007 Effective and Rollback Tax Rates.
2. Discussion of 2007 Tax Rates.
3. Record Vote of Proposed 2007 Tax Rate and schedule Public Hearings, if necessary.
4. Discussion of 2007 Tax Planning Calendar.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 04:21 PM	APRV
2	Rey Salazar	Rey Salazar	08/23/2007 02:57 PM	APRV
3	Purchasing Department	Marty Salazar	08/23/2007 05:34 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 11:24 AM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 11:24 AM	APRV
Form Started By: Neida Chavana			Started On: 08/21/2007 02:36 PM	
Final Approval Date: 08/24/2007				

AI-5176 **9.A.**

Veterans Services Presentation
CC REGULAR

Date: 08/28/2007
Submitted By: Flor Galindo, VETERANS SERVICES
Submitted For: Emilio De Los Santos
Department: VETERANS SERVICES

Information

CAPTION

Presentation regarding VA Expenditures in Texas During Federal Fiscal Year 2006

BACKGROUND

Fiscal Impact

Attachments

Link: Agenda Item 5176

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 05:27 PM	APRV
2	Purchasing Department	Marty Salazar	08/22/2007 05:28 PM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 11:04 AM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 11:04 AM	APRV

Form Started By: Flor Galindo Started On: 08/22/2007 08:41 AM

Final Approval Date: 08/24/2007

VA Expenditures in Texas During Federal Fiscal Year 2006

Geographic Distribution of Department of Veterans Affairs Expenditures (GDX) is an official report showing the amount of monetary benefits paid to veterans during the Fiscal Year 2006 in Texas broken down by county. The information is extremely important because it's an excellent barometer of the effectiveness of the valuable service performed for Texas veterans, their dependents and survivors by Veterans Service Officer and Veterans Counselors in the State.

AI-5053 **10.A.**

Memorandum of Understanding - between HC Constable's Office, Precinct 3 and the HIDTA Task Force

CC REGULAR

Date: 08/28/2007
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Area: HIDTA - Task Force

Information

CAPTION

Presentation for discussion, consideration, and approval to accept the "Memorandum of Understanding" (MOU) to permanently transfer equipment from the Hidalgo County HIDTA Task Force to the Hidalgo County Constable's Office, Precinct 3

BACKGROUND

The HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 shall solely be responsible for all expenditures and requirements of said equipment as set forth under THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.

Fiscal Impact

Attachments

Link: Constable#3-computers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/10/2007 09:49 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/10/2007 03:34 PM	APRV
3	Dina Trevino	Dina Trevino	08/10/2007 04:40 PM	APRV
4	Purchasing Department	Marty Salazar	08/10/2007 05:12 PM	APRV
5	Auditor's Office	Linda Fong	08/24/2007 11:38 AM	APRV
6	Court Administrator	Monica Badillo	08/24/2007 02:07 PM	APRV
Form Started By: Nelda Olivarez			Started On: 08/09/2007 04:03 PM	
Final Approval Date: 08/24/2007				

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE AND THE HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE and the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE and the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 have heretofore entered into an agreement providing for the exchange of governmental services relating to the HIDALGO COUNTY HIDTA TASK FORCE; and

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE has certain surplus equipment and the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 and in relationship to the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 contribution to the HIDALGO COUNTY HIDTA TASK FORCE.

NOW, THEREFORE, in consideration of the foregoing and the following, the HIDALGO COUNTY HIDTA TASK FORCE and the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 hereby agree as follows:

1. The HIDALGO COUNTY HIDTA TASK FORCE will permanently transfer to the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 certain surplus equipment owned by the HIDALGO COUNTY HIDTA TASK FORCE which is designated as

   - ONE (1) DELL CPU SERIAL #CWPTZ11
   - ONE (1) DELL MONITOR SERIAL #MX058VYR4760519AAGMC
   - ONE (1) DELL KEY BOARD SERIAL #TH-04N454-37171-28R-M894
   - ONE (1) DELL MOUSE SERIAL #536135512
   - ONE (1) DELL CPU SERIAL #8WPTZ11
   - ONE (1) DELL MONITOR SERIAL #CN-095WUP46633 28D 82WO
   - ONE (1) DELL KEY BOARD CN-06W610-38842-36A-HE14
   - ONE (1) DELL SPEAKERS (1) PAIR SERIAL CNOY92596980458V09460
   - ONE (1) DELL MOUSE SERIAL#LNA23099284

Such surplus equipment is being permanently transferred in "as-is" condition and the HIDALGO COUNTY HIDTA TASK FORCE makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 and shall be solely used for law enforcement purposes of the HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 as set forth under THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.

3. The HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 shall solely be responsible for all expenditures and requirements of said equipment as set forth under THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPETER 59.

COUNTY OF HIDALGO

BY: _____ _____
JUAN D. SALINAS, COUNTY JUDGE DATE

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____ 8-9-07
DORA L. MUNOZ, COMMANDER DATE

HIDALGO COUNTY CONTABLE PRECINCT 3

BY: _____ _____
LAZARO "LARRY" GALLARDO, CONSTABLE DATE

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: 8-9-07

AI-5054 **10.B.**

Memorandum of Understanding - "Janitorial Service" between the County of Hidalgo and the HIDTA Task Force

CC REGULAR

Date: 08/28/2007
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Area: HIDTA - Task Force

Information

CAPTION

Presentation for discussion, consideration, and approval to accept the "Memorandum of Understanding" (MOU) for the Hidalgo County HIDTA Task Force to reimburse the County of Hidalgo for "Janitorial Service"

BACKGROUND

HIDTA agrees to be solely responsible to County in the amount of Four Hundred Dollars and no/100th ($400.00) per month as consideration for janitorial services provided by County. HIDTA agrees to reimburse County within thirty (30) days of receipt of invoice from County.

Fiscal Impact

Attachments

Link: County-Janitorial Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/10/2007 09:49 AM	APRV
2	Veronica Lopez	Veronica Lopez	08/10/2007 03:57 PM	APRV
3	Dina Trevino	Dina Trevino	08/10/2007 04:38 PM	APRV
4	Purchasing Department	Marty Salazar	08/10/2007 05:12 PM	APRV
5	Auditor's Office	Linda Fong	08/24/2007 11:42 AM	APRV
6	Court Administrator	Monica Badillo	08/24/2007 02:07 PM	APRV
Form Started By: Nelda Olivarez			Started On: 08/09/2007 04:19 PM	
Final Approval Date: 08/24/2007				

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS, AND THE HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE

THIS Memorandum of Understanding (the "MOU") is made on this the ____ day of _____, 2007, by and between the **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as "County", and the **HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE,** hereinafter referred to as "HIDTA", effective as of the day and year first written above, the parties hereby agree as follows:

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

WHEREAS, HIDTA is a task force located within Hidalgo County, Texas;

WHEREAS, HIDTA operates in a building located at 3100 South Closner, Edinburg, Texas, Foxtrot Building (the "Building");

WHEREAS, County has the ability to provide janitorial services for the Building as described below in a cost effective manner;

WHEREAS, HIDTA has determined that HIDTA will benefit from janitorial services to the Building as provided by County;

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

1. County agrees to perform janitorial services to the Building as further described in this Agreement.

2. HIDTA agrees to be solely responsible to County in the amount of Four Hundred Dollars and no/100th ($400.00) per month as consideration for janitorial services provided by County.

3. HIDTA agrees to reimburse County for the within thirty (30) days of receipt of invoice from County.

4. County agrees to perform daily janitorial services in the Office Areas of the Building as follows:

    - o Emptying all wastebaskets and trash receptacles;
    - o Removing waste to designated areas;

- o Sweeping and moping all hard surface floors as needed;

- o Dusting or damp wiping desks and furniture;
- o Spot cleaning all glass furniture, mirrors and glass partitions;
- o Cleaning and polishing all counters and tables;
- o Vacuuming all carpeted areas.

5. County agrees to perform daily janitorial services in the restroom areas of the Building as follows:

   - o Damp wiping and polishing all restroom dispensers and refilling tissue, towels, and soap dispensers;
   - o Emptying, cleaning, and sanitizing, waste receptacles;
   - o Replacing all receptacle bags daily;
   - o Cleaning and polishing all restroom shelves, mirrors, and bright metals;
   - o Wet moping restroom floor with an odorless disinfectant solution with shine enhancer.

6. HIDTA and County will coordinate work schedules in order to provide for minimal disruption of operation of the Building.

7. **Term**. This Agreement shall begin on August 2, 2007 and terminate on December 31, 2009.

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

9. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and HIDTA, and not otherwise.

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

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

If to HIDTA:	Dora L. Munoz, Commander Hidalgo County HIDTA Task Force P.O. Box 5719 McAllen, Texas 78502
If to County:	County of Hidalgo Attention: Juan D Salinas III, County Judge P.O. Box 758 Edinburg TX 78540-0758
With Copy to:	Rene Guerra, County District Attorney 100 N. Closner Edinburg, TX 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 United States mail.

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

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

15. **Assignment**. This Agreement shall not be assignable.

16. **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

19. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

21. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING TASK FORCE

Dora L. Munoz, Commander

HIDALGO COUNTY

Juan D. Salinas III, County Judge

Rene Guerra, County District Attorney

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen Crain

AI-5093 **10.C.**

Memorandum of Understanding between HC Constable's Office, Precinct 3 and the HIDTA Task Force

CC REGULAR

Date: 08/28/2007
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Area: HIDTA - Task Force

Information

CAPTION

Presentation for discussion, consideration, and approval to accept the "Memorandum of Understanding" (MOU) to permanently transfer equipment from the Hidalgo County HIDTA Task Force to the Hidalgo County Constable's Office Precinct 3.

BACKGROUND

The HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3 shall solely be responsible for all expenditures and requirement of said equipment as set forth under THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.

The equipment to be transfered to the Constable Pct. 3 Dept is 1 2002 Ford F-150 Pick Up Truck (please refer to attached MOU).

Fiscal Impact

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

BUDGETARY IMPACT:

No budgetary impact as of 8-15-07; The Constable Pct. 3 Department shall be responsible for all expenditures of the equipment to be transferred by HIDTA Task Force as set forth in Tx Code of Criminal Procedure Chapt. 59.

Attachments

Link: Constable3-Truck

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Damaris San Miguel	08/15/2007 11:50 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/15/2007 01:55 PM	APRV
3	Purchasing Department	Marty Salazar	08/15/2007 02:26 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 11:51 AM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:07 PM	APRV

Form Started By: Nelda Olivarez

Started On: 08/15/2007 09:47 AM

Final Approval Date: 08/24/2007

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE AND THE HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE**; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** has certain surplus equipment and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** and in relationship to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** contribution to the **HIDALGO COUNTY HIDTA TASK FORCE**.

NOW, THEREFORE, in consideration of the foregoing and the following, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

   - **ONE (1) 2002 FORD F-150 PICKUP TRUCK, VIN#1FTRW073X2KD20150**

   Such surplus equipment is being permanently transferred in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** and shall be solely used for law enforcement purposes of the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** as set forth under THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.

3. The **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** shall solely be responsible for all expenditures and requirements of said equipment as set forth under THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPETER 59.

COUNTY OF HIDALGO

BY: _____ _____
JUAN D. SALINAS, COUNTY JUDGE DATE

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____ _____
DORA L. MUNOZ, COMMANDER DATE

HIDALGO COUNTY CONTABLE PRECINCT 3

BY: _____ _____
LAZARO "LARRY" GALLARDO, CONSTABLE DATE

APPROVED AS TO FORM
ATLAS & HALL, L.L.P.

By: _____

Date: 8/14-07

AI-5197 **11.A.**

H.Buyer funds - STEDC
CC REGULAR

Date: 08/28/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The HOME Division of the Urban County Program requests approval to recapture $40,000 from FY 2004 Home Buyer Assistance Program funds to be utilized for Down Payment/Closing Costs Assistance for the South Texas Economic Development Corporation, Inc. (STEDC) a Community Housing Development Organization within the County of Hidalgo.

BACKGROUND

The Urban County Program HOME Division received a request from STEDC pertaining to the utilization of additional funds in the amount of $40,000, which will allow the agency to make down payment/closing costs assistance available to qualifying low-income families. At this time STEDC must produce a total of eight (8) units as per the FY 2006 contract. Some of the families that STEDC has reviewed for possible qualification have encountered difficulties in acquiring the down payment and/or closing costs necessary to complete the transaction. STEDC is requesting a total of $5,000 per unit in order to alleviate this gap in financing. In allowing this amendment, the UCP in conjunction with STEDC will make it possible for these families to become homeowners sooner.

This action will allow for an amendment to the FY 2006 Contract to be increased from $300,000 to $340,000.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:50 PM	APRV
2	Dale Kennan	Dale Kennan	08/23/2007 08:44 AM	APRV
3	Purchasing Department	Marty Salazar	08/23/2007 05:36 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 01:25 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Estella Webber — Started On: 08/22/2007 01:42 PM

Final Approval Date: 08/24/2007

AI-5199 **11.B.**

Contract Amend. - UCP & STEDC
CC REGULAR

Date: 08/28/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Request approval to amend the FY 2006 Contract between the Urban County Program and the South Texas Economic Development Corporation, Inc. (STEDC) a Community Housing Development Organization (CHDO) within the County of Hidalgo from $300,000 to $340,000.

BACKGROUND

The Urban County Program HOME Division will recapture a total of $40,000 from FY 2004 Home Buyer Assistance funds in order to allow STEDC to utilize these funds as down payment/closing costs assistance within their FY 2006 Contract.

Fiscal Impact

Attachments

Link: Contract
Link: Addendum

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:53 PM	APRV
2	Dale Kennan	Dale Kennan	08/23/2007 10:11 AM	APRV
3	Purchasing Department	Marty Salazar	08/23/2007 05:37 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 01:28 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Estella Webber — Started On: 08/22/2007 01:48 PM

Final Approval Date: 08/24/2007

CHDO AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and South Texas Economic Development Corporation, Inc., a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community Housing Development Organization, (C.H.D.O.). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CHDO and the UCP and shall terminate on August 21, 2008, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CHDO $ 300,000, utilizing FY 2006 HOME funds, subject to the conditions of this agreement.

SECTION 4. CHDO PERFORMANCE

A. CHDO shall construct eight (8) three (3) bedroom two (2) bath brick veneer units of affordable housing to low-income qualified homebuyers. Homes will range from 1,150 to 1,400 square feet.

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will provide low-income (80% and below of the area median income), ensure families participate in homebuyer education courses, provide down payment assistance and general construction services.

D. CHDO will leverage $238,400 in project funding for the 8 units.

The project shall be administered in accordance with Exhibit A and the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as

amended, 42 U.S.C. 12701 et seq. and implementing federal regulations contained in 24 CFR Part 92; and the HOME Program Guidelines and Application Package.

CHDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CHDO perform all activities in accordance with the terms of the Performance Statement ("Exhibit A"); the Budget and Project Implementation Schedule, ("B"); the Applicable Laws and Regulations, ("C"); the Certifications, (Exhibit "D"); the assurances, certifications, and all other statements made by CHDO in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

SECTION 5. UCP OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the agreement period for performance rendered under this agreement by CHDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CHDO in writing within a reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CHDO under this agreement.

2. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which has been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other UCP.

3. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206 and Section 6 of this agreement. Funds provided under this agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

4. UCP shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.

5. UCP shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement or this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $300,000.

SECTION 6. DISBURSEMENT OF FUNDS

A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP CHDO Policy. All work related to a request for disbursement will inspected prior to disbursement of funds. Funds will be disbursed within ten (10) working days.

B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the UCP determines that CHDO will be unable to expend funds within the prescribed time as determined by UCP.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

A. CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 CFR Part 84 § 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 CFR 92.505(b).

B. CHDO shall maintain records of the receipt, accrual, and disposition of all program income funds in the same manner as required for in Section 7.A above for all funds under this agreement. CHDO shall provide reports of program income as requested by UCP and at the termination of this agreement.

C. If applicable, all program income must be re-invested by CHDO and applied towards housing initiatives for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

A. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

B. CHDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

C. All records pertinent to this agreement shall be retained by CHDO for five years following the date of termination of this agreement or of submission of the final closeout reports, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years

3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. CHDO shall include the substance of this Section 8 in all subcontracts.

E. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

A. CHDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CHDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the UCP CHDO policy Section VII.

B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If UCP withholds such payments, it shall notify CHDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

C. Acknowledgment of Funding Source. CHDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to, from time to time, carry out field inspections to ensure compliance with the requirements of this agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, UCP shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CHDO

A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CHDO as an independent CHDO, and that CHDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CHDO under this agreement.

B. CHDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence or misconduct on the part of CHDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CHDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CHDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CHDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CHDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CHDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CHDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CHDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CHDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CHDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CHDO has obtained UCP's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CHDO's subcontractor(s).

B. In no event shall any provision of this Section 12, specifically the requirement that CHDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CHDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CHDO's full compliance with the terms of this agreement.

C. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CHDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CHDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan are or nonmetropolitan county in which the project is located; and

2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or nonmetropolitan county as the project.

3. Religious Organizations. In accordance with 24 CFR 92.257, organizations religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location,

from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided. A religious organization that participates in the HOME program will retain its independence from Federal, State and local governments, and may continue to carry out its missions including the definition, practice, and expression of religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction or proselytization. An organization that participates in the HOME program assistance program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those are used for inherently religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds in this part. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements.

SECTION 15. LEGAL AUTHORITY

A. CHDO assures and guarantees that CHDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CHDO has obligated itself to perform hereunder.

B. The person or persons signing and executing this agreement on behalf of CHDO, or representing themselves as signing and executing this agreement on behalf of CHDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CHDO to execute this agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CHDO shall give UCP immediate notice in writing of:

1) Any action, including any proceeding before an administrative agency filed against CHDO in connection with this agreement; and
2) Any claim against CHDO, the cost and expense of which CHDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CHDO shall furnish immediately to UCP copies of all pertinent papers received by CHDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.

B. It is understood and agreed by the parties here to that performances under this agreement must be rendered in accordance with the HOME investment Partnerships Act of 1990, 42 U.S.C. §§12701 et. Seq., the regulations promulgated under such Act, the assurances and certifications made to UCP by CHDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CHDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CHDO prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP of CHDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

D. CHDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a pare hereof for all purposes as Exhibit B. Ten days prior to award of any funds pursuant to this Agreement, CHDO will provide a finalized Budget and Project Implementation Schedule, which includes a schedule of costs of completion, and a schedule of completion for the various aspects of construction of the Housing which will be Exhibit B of this contracts for all purposes.

SECTION 18. SUSPENSION

In the event CHDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CHDO, suspend this agreement in whole or in part and withhold further payments to CHDO, and prohibit CHDO form incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CHDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CHDO or take more severe enforcement action against CHDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CHDO program.
4. Withhold further HOME award from CHDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CHDO shall have an audit made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

2. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

3. Notwithstanding Section 5(a)(4), Section 5(a)(5), and Section 6 of this agreement, CHDO may utilize funds budgeted under this agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CHDO.

4. Unless otherwise specifically authorized by UCP in writing, CHDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CHDO shall verify expenditures according to the Budget attached as Exhibit B.

B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CHDO agrees to permit UCP or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CHDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

C. CHDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CHDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this agreement.

D. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CHDO.

E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. CHDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from UCP, approval to perform them.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal

laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

A. Release of Funds. UCP shall not release any funds for any costs incurred by CHDO under this agreement until UCP has received certification from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement. UCP shall specify the content and from of such certification.

B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 10 years. CHDO agrees to repay all HOME funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CHDO as required 24 CFR 92.254.

C. Housing Quality Standards. CHDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

D. Affirmative Marketing. CHDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CHDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CHDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CHDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CHDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CHDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

2. Records describing actions taken by the CHDO to affirmatively market units and records to assess the results of these actions. CHDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

3. CHDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.

4. CHDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period.

E. Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CHDO shall return these assets to UCP within seven (7) business days after the date of termination.

F. Enforcement of Agreement. CHDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CHDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.

G. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.

H. Displacement, Relocation, and Acquisition. CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

A. Insurance. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

B. Notice to the UCP. CHDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.

C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing and will cancel any claim that CHDO may have to the use of the Housing. CHDO shall provide UCP with certificates of insurance reflecting all coverages required in Exhibit #, and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CHDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement

2. Exhibit B, Budget and Project Implementation Schedule

3. Exhibit C, Applicable Laws and Regulations

4. Exhibit D, Certifications

5. Exhibit E, Insurance Requirements

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CHDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CHDO under this agreement. Upon request by UCP, CHDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed in duplicate originals this 22nd day of August, 2006.

ATTEST:
Hidalgo County, Urban County Program

UCP Director

South Texas Economic Development Corporation, Inc.

CHDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on August 22, 2006 by Petra H. Garza as Director of South Texas Economic Development Corporation, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(seal)

MICHELLE L. MENDOZA
Notary Public, State of Texas
My Commission Expires
May 04, 2009

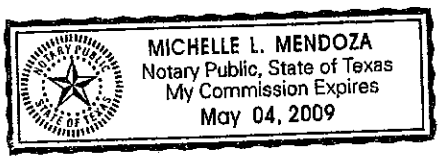
NOTARY PUBLIC, State of Texas
NAME: Michelle L. Mendoza
My Commission Expires: 5/4/09

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on August 22, 2006 by Diana R. Serna as Director of the Hidalgo County Urban County Program .

(seal)



Michelle L. Mendoza
NOTARY PUBLIC, State of Texas
NAME: Michelle L. Mendoza
My Commission Expires: 5/4/09

EXHIBIT A

PERFORMANCE STATEMENT

A. CHDO shall construct eight (8) three (3) bedroom two (2) bath brick veneer units of affordable housing to low-income qualified homebuyers. Homes will range from 1,150 to 1,400 square feet.

B. In this agreement low and moderate income families is defined in accord with Title 24 CFR 92.2 and calculated based on 24 CFR 92.203(b)(1), ("Housing"), such dwellings to be located in the County of Hidalgo (with the exception of the city limits of Edinburg, Pharr, McAllen and Mission), Texas, as described in Exhibit A.

C. CHDO will provide low-income (80% and below of the area median income), ensure families participate in homebuyer education courses, provide down payment assistance and general construction services.

D. CHDO will leverage $238,400 in project funding for the 8 units.

CHDO must comply with the HOME Program rules that state households will not exceed 80% of the area median income.

EXHIBIT B

BUDGET AND PROJECT IMPLEMENTATION SCHEDULE

BUDGET
Sources & Uses

Sources of Funds	Use of Funds	Budget
HOME	Construction Costs	$ 300,000
STED CHDO Proceeds	Site Acquisition $13,500 x 8	108,000
	Down Payment asst. $5,000 x 8	40,000
	Remaining Construction Costs ($48,800 x 8 = 390,400)	90,400
TOTAL PROJECT COST		**$538,400.00**

PRELIMINARY CONSTRUCTION SCHEDULE

(see following pages)

Quarterly Schedule

1st Quarter

- Build 3 home (allowing approx. 3 months to start and finish)
- Place ads in the Mid Valley Town Crier, and the Monitor
- Place ads (flyers) at local merchants i.e. schools, churches, and laundromats
- Provide one on one Homeownership Counseling to new home buyers

2nd Quarter

- Build 3 home (allowing approx. 3 months to start and finish)
- Place ads in the Mid Valley Town Crier, and the Monitor
- Place ads (flyers) at local merchants i.e. schools, churches, and laundromats
- Provide one on one Homeownership Counseling to new home buyers

3rd Quarter

- Build 2 home (allowing approx. 3 months to start and finish)
- Place ads in the Mid Valley Town Crier, and the Monitor
- Place ads (flyers) at local merchants i.e. schools, churches, and laundromats
- Provide one on one Homeownership Counseling to new home buyers

4th Quarter

- Place ads in the Mid Valley Town Crier, and the Monitor
- Place ads (flyers) at local merchants i.e. schools, churches, and laundromats
- Provide one on one Homeownership Counseling to new home buyers

EXHBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CHDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.

2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CHDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CHDO shall strictly adhere to the following:

   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

   b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said Acts.

   c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;

   d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;

   e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.

   f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.

      (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for

work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) CHDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CHDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CHDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CHDO, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CHDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CHDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CHDO and the United States are beneficiaries of and entitled to enforce such covenant. CHDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CHDO shall also maintain records containing:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CHDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CHDO pursuant to

this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

8. Conflict of Interest. No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

12. Political Activity.

a. Political Reform Act. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, et seq.). CHDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

b. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

c. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

a. Construction or Rehabilitation of Facilities. HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CHDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding nay provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Community Development Corporation of South Texas, Inc.

Signed:

Director

August 22, 2006

Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement, unless CHDO and UCP both initial here _____/ _____ .

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required

coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CHDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

Addendum
Contract Amount Increase
SOUTH TEXAS ECONOMIC DEVELOPMENT CORPORATION, INC.

Right of Exercise

County and CHDO, hereby attach as an addendum to the 2006 HOME Contract the following:

The South Texas Economic Development Corporation, Inc. has indicated a need to utilize gap financing for the families attempting to purchase the homes being constructed with FY 2006 funding.

County does hereby commit to allow for an increase to the Original Contract for down payment/closing costs assistance in the amount of forty thousand dollars ($40,000) to the CHDO.

Contract amount shall increase from $300,000 to $340,000.

County:
HIDALGO COUNTY

_____
Name

URBAN COUNTY PROGRAM DIRECTOR
Title

_____
Date

CHDO:
SOUTH TEXAS ECONOMIC DEVELOPMENT CORPORATION

_____
Name

EXECUTIVE DIRECTOR
Title

_____
Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

DIANA R. SERNA, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2007.

_____
Notary – Signature

STATE OF TEXAS {
COUNTY OF HIDALGO {

ARMANDO SALINAS, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2007.

_____
Notary - Signature

AI-5202 **11.C.**

St. Imp. contr. - Pct. #4

CC REGULAR

Date: 08/28/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program, on behalf of Hidalgo County Precinct No. 4, approval of the final negotiated contract with Quintanilla Headley & Associates Inc., in the amount of $13,170.00 utilizing Years 19 (2006) funds for a Street Improvements Project.

BACKGROUND

Hidalgo County Precinct No. 4 has negotiated a contract with Quintanilla, Headley & Associates, Inc. in the amount of $13,170.00 for the 2006 Street Improvements project construction of Hinojosa Road.

See attached scope of services.

Contract Amount: $ 13,170.00
Funds Available: $ 149,071.91 (2006 FY 19)

Fiscal Impact

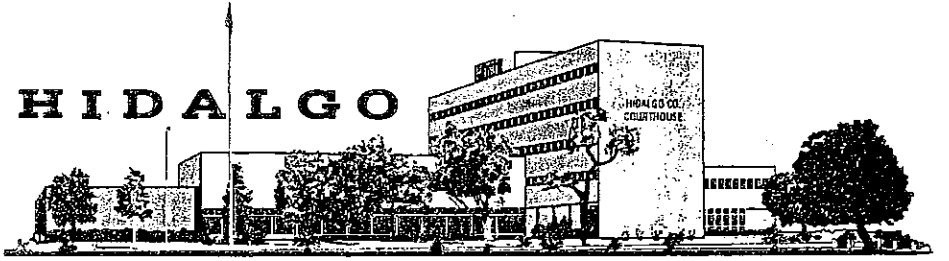
Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:59 PM	APRV
2	Purchasing Department	Marty Salazar	08/23/2007 05:38 PM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 01:32 PM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV
Form Started By: Estella Webber			Started On: 08/22/2007 01:57 PM	
Final Approval Date: 08/24/2007				

COUNTY of HIDALGO



EDINBURG, TEXAS 78541

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

August 06, 2007

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

Re: Year 19 Street Improvement Project/Hinojosa Rd – Engineer Selection

Dear Diana:

Be advised that the UCI listing was requested and statements of qualifications were received for the engineering firms. They have been reviewed and rated.

It has been concluded that the firm of ***Quintanilla, Headley & Associates, Inc.*** *is the highest rated and the best suitable for* ***Year 19*** *street improvement project/****Hinojosa Rd.*** *Year 19 street improvement projects will be completed in phases.*

Phase #2 will include the selected road noted below with the scope of services and engineering fees totaling ***$13,170.00*** *(see attached).*

- ***Hinojosa Rd.-*** *end of existing pavement west .50 mile (new pavement)*

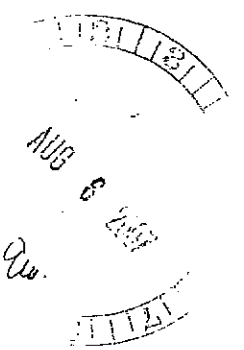
Please prepare item for presentation on the next available Commissioners' Court meeting. Included you will find the rating sheets as required for agenda backup.

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

Sincerely,

Gloria A. Beltran

Gloria Ann Beltran
Precinct #4 Executive Assistant



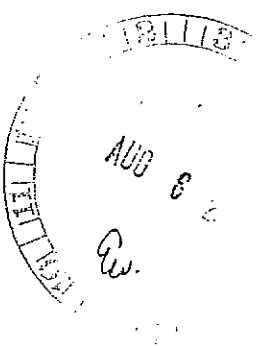
Scope of Services

1. Field Surveying and Topography to establish centerlines, right-of-ways, locates all structures within the existing right-of-ways.

2. Prepare plans and specifications (Design, Grading, Drainage) including Contract Documents and Advertisement.

3. Field Staking for grading of roads.

4. Field Inspection for quality control.



AI-5214 **11.D.**

Eng. Svcs - Weslaco
CC REGULAR

Date: 08/28/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with an Urban County Water/Sewer Improvements Project in the City of Weslaco utilizing Program Year 20 (2007).

2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Weslaco) for the purposes of ranking by CC in connection with an Urban County Program Water/Sewer Improvements project in the City of Weslaco.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of Weslaco Water/Sewer Improvements project.

BACKGROUND

The City of Weslaco has graded three engineering firms from the County s approved pool . Raba-Kistner Consultants, Halff Associates, Inc, and Rio Delta Engineering were rated for the 2007 Water/Sewer improvements project to include the installation of upgraded waterlines and street resurfacing on Water Street (from alley between Water and Martinez St. to Bridge Avenue and alley between Water & Martinez to Victory Drive) and on Alley between Calle Las Palmas and Calle Del Cedro from Torritos Street to South side of Cavazos park. See attached scoring grid for your review.

Fiscal Impact

Attachments

Link: Engineering Svcs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 10:38 AM	APRV
2	Dale Kennan	Dale Kennan	08/23/2007 11:12 AM	APRV
3	Purchasing Department	Marty Salazar	08/23/2007 05:39 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 11:54 AM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Estella Webber

Started On: 08/22/2007 03:48 PM

Final Approval Date: 08/24/2007

Hidalgo County – Urban County Program
City of Weslaco
Professional Engineering Services
Water/Sewer Improvements Project
FY 20 (2007)
Grading Grid

CRITERIA	Raba-Kistner Consultants, Inc.			Halff Associates, Inc.			Rio Delta Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	20	0		25	20		23	20	
Methodology	20	0		20	14		20	16	
Staffing/Capacity to Perform	12	0		20	17		17	17	
Understanding Projects	17	0		25	20		24	22	
Familiarity w/Applicable Rules & Regulations	10	0		10	10		10	10	
TOTALS	79	0		100	81		94	85	
AVERAGES	39.5%	39.5%		90.5%	90.5%		89.5%	89.5%	
RANKING									

AI-5216 **11.E.**

Material Testing - Weslaco
CC REGULAR

Date: 08/28/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4)...'a professional service' for Material Testing Services in connection with an Urban County Water/Sewer Improvements Project in the City of Weslaco utilizing Program Year 20 (2007).
2. Presentation of the scoring grid (of at least three (3) Materials Testing firms from the County's approved "pool" as graded and evaluated by the city of Weslaco) for the purposes of ranking by CC in connection with an Urban County Program Water/Sewer Improvements project in the City of Weslaco.
3. Authority to negotiate a Material Testing Service contract with the No. 1 ranked firm of _____ for the provision of materials testing services for a City of Weslaco Water/Sewer Improvements project.

BACKGROUND

The City of Weslaco has graded three engineering firms from the County's approved "pool". Raba-Kistner Consultants, Drash Consulting and L & G Engineering Laboratory, LLC., were rated for the 2007 Water/Sewer improvements project for the testing services. See attached Grading-Ranking Grid for your review.

Fiscal Impact

Attachments

Link: Testing svcs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 10:41 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/23/2007 01:58 PM	APRV
3	Purchasing Department	Marty Salazar	08/24/2007 07:02 AM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 01:33 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Estella Webber Started On: 08/22/2007 03:57 PM

Final Approval Date: 08/24/2007

Hidalgo County – Urban County Program
City of Weslaco
Testing Services
Water/Sewer Improvements Project
FY 20 (2007)
Grading Grid

CRITERIA	Raba-Kistner Consultants, Inc.			Drash Consulting			L&G Engineering Laboratory, LLC		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	25	20		17	19		24	19	
Methodology	20	18		20	18		20	16	
Staffing/Capacity to Perform	20	18		16	16		19	15	
Understanding Projects	25	20		23	17		25	20	
Familiarity w/Applicable Rules & Regulations	10	8		10	8		10	7	
TOTALS	100	84		86	78		98	77	
AVERAGES	92%	92%		82%	82%		87.5%	87.5%	
RANKING									

AI-5217 **11.F.**

Sidewalk Proj. - Weslaco
CC REGULAR

Date: 08/28/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4).. 'a professional service' for Material Testing Services in connection with an Urban County Sidewalk Project in the City of Weslaco utilizing Program Year 20 (2007).

2. Presentation of the scoring grid (of at least three (3) Materials Testing firms from the County's approved "pool" as graded and evaluated by the city of Weslaco) for the purposes of ranking by CC in connection with an Urban County Program Sidewalk project in the City of Weslaco.

3. Authority to negotiate a Material Testing Services contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of Weslaco Sidewalk Project.

BACKGROUND

The City of Weslaco has graded three engineering firms from the County's approved "pool". Raba-Kistner Consultants, Drash Consulting and L&G Engineering Laboratory, LLC., were rated for the 2007 Water/Sewer improvements project for the material testing services.

See attached Grading Grid for your review.

Fiscal Impact

Attachments

Link: S.walk proj.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 10:45 AM	APRV
2	Dale Kennan	Dale Kennan	08/23/2007 11:16 AM	APRV
3	Purchasing Department	Marty Salazar	08/24/2007 07:03 AM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 01:23 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Estella Webber

Started On: 08/22/2007 04:03 PM

Final Approval Date: 08/24/2007

Hidalgo County – Urban County Program
City of Weslaco
Testing Services
Sidewalk Project
FY 20 (2007)
Grading Grid

CRITERIA	Raba-Kistner Consultants, Inc.			L&G Engineering Laboratory, LLC			Drash Consulting Engineers, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	24	24		24	24		21	24	
Methodology	20	17		19	19		20	18	
Staffing/Capacity to Perform	20	19		20	17		20	18	
Understanding Projects	23	21		25	24		23	23	
Familiarity w/Applicable Rules & Regulations	10	10		10	10		10	10	
TOTALS	97	91		98	94		94	93	
AVERAGES	94%	94%		96%	96%		93.5%	93.5%	
RANKING									

AI-5218 **11.G.**

Prof. Eng. Svcs. - Weslaco
CC REGULAR

Date: 08/28/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with an Urban County Sidewalk Project in the City of Weslaco utilizing Program Year 20 (2007).

2. Presentation of the scoring grid (of at least three (3) engineering firms from the County s approved pool as graded and evaluated by the city of Weslaco) for the purposes of ranking by CC in connection with an Urban County Program Sidewalk Project in the City of Weslaco.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of Weslaco Sidewalk Project.

BACKGROUND

The City of Weslaco has graded three engineering firms from the County s approved pool . Raba-Kistner Consultants, Sigler Winston Greenwood & Associates and Rio Delta Engineering were graded for the 2007 Sidewalk Project to include the construction of sidewalks on both sides of Kansas Street from Illinois to Plaza Street and on Llano Grande, First and Second Street, from Kansas to Iowa Street.

See attached grading grid for your review.

Fiscal Impact

Attachments

Link: grid - s.walk

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 10:54 AM	APRV
2	Dale Kennan	Dale Kennan	08/23/2007 11:21 AM	APRV
3	Purchasing Department	Marty Salazar	08/24/2007 07:05 AM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 01:21 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Estella Webber

Started On: 08/22/2007 04:13 PM

Final Approval Date: 08/24/2007

Hidalgo County – Urban County Program
City of Weslaco
Professional Engineering Services
Sidewalk Project
FY 20 (2007)
Grading Grid

CRITERIA	Sigler, Winston, Greenwood & Associates			Raba-Kistner Consultants, Inc.			Rio Delta Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	24	25		18	20		20	23	
Methodology	15	20		17	20		18	20	
Staffing/Capacity to Perform	20	18		20	15		17	17	
Understanding Projects	25	25		20	12		25	23	
Familiarity w/Applicable Rules & Regulations	10	10		10	10		10	8	
TOTALS	94	98		85	77		90	91	
AVERAGES	96%	96%		81%	81%		90.5%	90.5%	
RANKING									

AI-5220 **11.H.**

Water Storage Imp. - Edcouch
CC REGULAR

Date: 08/28/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting authority to award and enter into a Construction Contract with McCrea Water Tower, Inc. (lowest responsible bidder meeting all specifications and/or requirements) for the improvements to the elevated water storage tank in the amount of $151,540.00 in the City of Edcouch utilizing Year 20 (2007).

BACKGROUND

The Urban County Program on behalf of the City of Edcouch is requesting to award and enter into a Construction Contract with the lowest bid submitted by McCrea Water Tower, Inc. in the amount of $151,540.00. The refurbishing of the elevated storage tank will assist in the elimination of a possible health hazard to the public and will satisfy TCEQ concerns. See attached recommendation by the City and project engineer. (Project carried by: Quintanilla, Headley & Associates)

Contractor: McCrea Water Tower, Inc.
Contract Amount: $151,540.00
Funds Available: $200,000.00 (Year 20 2007)

Fiscal Impact

Attachments

Link: st. tank imp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 11:37 AM	APRV
2	Dale Kennan	Dale Kennan	08/23/2007 11:45 AM	APRV
3	Purchasing Department	Marty Salazar	08/24/2007 07:07 AM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 01:36 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Estella Webber — Started On: 08/22/2007 04:33 PM

Final Approval Date: 08/24/2007

City of Edcouch

JOSE "CALIN" GUZMAN, Mayor
JESUS M. BORREGO, Mayor Pro-Temp
MARIA SALAZAR DE LA CRUZ, Alderwoman - Pl. 1
ENRIQUE H. MARTINEZ, Alderman - Pl. 2
ROJELIO GARCIA, Alderman - Pl. 3
GUADALUPE O. GARCIA, Alderwoman - Pl. 4
ERNESTO AYALA, JR., City Administrator

August 17, 2007

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

RE: Water/Sewer Improvements

Dear Mrs. Sandoval,

On Tuesday, August 14, 2007 the City of Edcouch council took action to award the contract in the amount of $151,540.00 to McCrea Water Tower, Inc., for the Water/Sewer Improvements .

Please place on Commissioners Court agenda for their approval. Thank you very much for your time and attention in this matter.

Thank You,

Ernesto Ayala, Jr.
City Manager

AUG 17

211 Southern Street ★ P.O. Box 100 ★ Edcouch, TX 78538
(956) 262-2140 ★ FAX (956) 262-2920

City of Edcouch

JOSE "CALIN" GUZMAN, Mayor
JESUS M. BORREGO, Mayor Pro-Temp
MARIA SALAZAR DE LA CRUZ, Alderwoman - Pl. 1
ENRIQUE H. MARTINEZ, Alderman - Pl. 2
ROJELIO GARCIA, Alderman - Pl. 3
GUADALUPE O. GARCIA, Alderwoman - Pl. 4
ERNESTO AYALA, JR., City Administrator

August 15, 2007

To Whom It May Concern:

As required, I am sending you a complete and certified excerpt from the minutes of August 14, 2007, a Regular Meeting of the Board of Aldermen of the City of Edcouch, 7:00 P.M.

ITEM III. NEW BUSINESS

ITEM F. CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION NO. 2007-10, AWARDING CONTRACT IN THE AMOUNT OF $151,540.00 TO MCCREA WATER TOWER, INC., FOR THE WATER/SEWER IMPROVEMENTS (URBAN COUNTY PROGRAM PROJECT # 5007-20-0310-2000).

A motion to approve Resolution No. 2007-10, awarding contract to McCrea Water Tower, Inc. for the Water/Sewer Improvements project # 5007-20-0310-2000 was made by Mayor Pro-Temp. Jesus Borrego, seconded by Commissioner Guadalupe O. Garcia. Motion Carried.

I, Veronica Montoya, City Secretary, certify that this is a complete and correct excerpt of the minutes of August 14, 2007.

Becky Ordiñez for 8-17-07

Veronica Montoya Date
City Secretary

AUG 17 2007

211 Southern Street ★ P.O. Box 100 ★ Edcouch, TX 78538
(956) 262-2140 ★ FAX (956) 262-2920

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.

Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

July 26, 2007

COPY
Received during monthly meeting 7/30/07

Mr. Ernesto Ayala
City Administrator
City of Edcouch
211 Southern Street
Edcouch, Texas 78538

Re: City of Edcouch – Improvements to the Elevated Water Storage Tank
Urban County Program Project No. 5007-20-0310-2000

Dear Mr. Ayala:

Bids for the above mentioned project were received and opened on July 25, 2007. Two bids were received and are listed as follows:

Contractor's Name	Bid Amount
McCrea Water Tower, Inc.	$ 151,540.00
Diamond Enterprise, Inc.	$ 189,300.00

We are recommending that this contract be awarded to the low bidder McCrea Water Tower, Inc. in the amount of $ 151,540.00

Should you have any questions or require additional information, please let us know. Thank You.

Sincerely,

Eulalio Ramirez, P.E.
Project Engineer

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

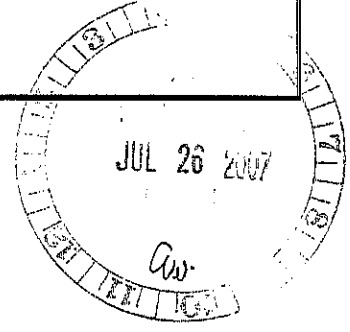
DEPARTMENT NAME: HIDALGO COUNTY URBAN PROGRAM

BID OPENING DATE: 07/25//07	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "IMPROVEMENTS TO THE ELEVATED WATER STORAGE TANK"

BID NO: 5007-20-0310-2000 CITY OF EDCOUCH

NO	Name of Company	Total Bid	Bid Bond/Cashier Check
1	McCrae Water Tower Water Tower Incorprated	**$151,540.00**	**Bid Bond**
2	Diamond Enterprises	**$189,300.00**	**Bid Bond**
3			
4			
5			
6			



Original

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BID FOR UNIT PRICE CONTRACTS

Place Hidalgo County Purchasing Dept.

Date 7/24/07

Project No. 5007-20-0310-2000

Proposal of McCrea Water Tower, Inc. (Hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of Texas .* a partnership, or an individual doing business as Corporation

To the City of Edcouch (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of

Water/Sewer Improvements – Bid Project No. 5007-20-0310-2000 City of Edcouch-"Improvements to the Elevated Water Storage Tank"-(Hidalgo County Urban County Program)

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construction the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project in 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $ 250.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

N/A

*insert corporation, partnership or individual as applicable.

RECEIVED

JUL 25 2007

PURCHASING DEPT

GW.

Bidder agrees to perform all of the Water/Sewer Improvements – "Improvements to the Elevated Water Storage Tank") work described in the specifications and shown on the plans, for the following unit prices:

No.	Description	Unit Unit Price	Total
	Base Bid		
1.	Rehabilitation and Painting* of an existing 250,000 gallon elevated storage tank as per specifications. (Sandblast Exterior to commercial grade SSPC SP6 under shroud for Nuisance conditions. Prime Intermediate coat and finish painting With an epoxy urethane system. Sandblast to near white SSPC SP10 All interior surfaces and apply a minimum Of 12 mils NFS approved epoxy for Potable water. Make all necessary repairs listed on scope or work to be done as per specification).	L.S. $151,540.00	$151,540.00
		Dollars & Cents	Dollars & Cents

* Painting of Piping is included.

Total Base Bid: $ 151,540.00

One Hundred Fifty One Thousand Five Hundred Forty Dollars and No Cents

Total In Words

(Amounts are to be shown in both words and figures. In case of Discrepancy, the amount shown in words will govern.)

The above unit prices include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for an period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached with 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of Five Percent of the Highest Amount Bid

($ 5%) is to become property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By Brad McCrea
(Title) President

1402 Charles Mission, Tx 78572
(Business Address and Zip Code)

(SEAL - if bid is by a corporation)

AI-5223 **11.I.**

Contract - La Joya Park
CC REGULAR

Date: 08/28/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program, is requesting approval of the final negotiated contract with #1 firm of Alcocer Garcia Associates, with a fee of $32,500.00 in connection with a City of La Joya Park, Recreational Facility project utilizing Years 17 (2004), 18 (2005), and 20 (2007).

BACKGROUND

The City of La Joya has negotiated a contract with Alcocer Garcia Associates in the amount of $32,500.00 for the Park, Recreational Facility project. The project consists of the design of a 100 x 150 open-air pavilion including site fill, concrete foundation, pre-engineered structure with metal roof panels, and a basketball court.

Fiscal Impact

Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 01:19 PM	APRV
2	Budget & Management	Dina Trevino	08/23/2007 03:27 PM	APRV
3	Dale Kennan	Dale Kennan	08/23/2007 04:20 PM	APRV
4	Purchasing Department	Marty Salazar	08/24/2007 07:08 AM	APRV
5	Auditor's Office	Linda Fong	08/24/2007 01:38 PM	APRV
6	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV
Form Started By: Estella Webber			Started On: 08/22/2007 04:41 PM	
Final Approval Date: 08/24/2007				

AGADC
ALCÓCERGARCÍAASSOCIATES
DESIGN CONSULTING

Basic A/E Services Fixed Fee..... .$	26,500.00
* Additional A/E Services	6,000.00
Total Fee.....$	32,500.00

*Additional A/E Services Fixed Fee includes:

Soils Test / Report.....$	2,400.00
40 sets prints of final plans & specifications.....	2,200.00
Accessibility Plan Revue.....	700.00
Accessibility Post-construction Inspection.....	700.00
Total.....$	6,000.00

George A. Garcia, Architect

AI-5224 **11.J.**

St. Imp. - Penitas

CC REGULAR

Date: 08/28/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4)...'a professional service' for professional engineering services in connection with an Urban County Street Improvements Project in the City of Penitas utilizing Program Year (20) 2007.

2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Peñitas) for the purposes of ranking by CC in connection with an Urban County Program Street Improvements project in the City of Peñitas.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for the City of Peñitas Street Improvements.

BACKGROUND

The City of Peñitas has rated three engineering firms from the County's approved "pool'. Noe Garza Engineering Inc., Quintanilla, Headley, & Associates Inc., and Javier Hinojosa Engineering were rated for the 2007 Street Improvements project to include drainage, water/sewer and paving infrastructure to include curb and gutter.

See attached grading grid for your review.

Fiscal Impact

Attachments

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 03:29 PM	APRV
2	Purchasing Department	Marty Salazar	08/24/2007 07:09 AM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 01:19 PM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV
Form Started By: Estella Webber			Started On: 08/22/2007 04:48 PM	

Final Approval Date: 08/24/2007

CITY OF PEÑITAS
ENGINEERING SERVICES
(PARK IMPROVEMENT FACILITY)
GRADING GRID

CRITERIA	Javier Hinojosa Engineering			Quintanilla, Headley & Associates, Inc			Noe Garza Engineers, Inc..		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	24	25	25	22	22	25	21	23	23
Methodology	18	19	18	18	18	17	16	15	16
Staffing/Capacity to Perform	20	18	18	18	18	16	17	18	19
Understanding of The Project/Similar Projects	25	25	25	24	24	22	25	19	20
Familiarity with Applicable Rules And Regulations	9	8	8	9	9	8	9	10	10
TOTALS	96	95	94	91	91	88	88	85	88
AVERAGE	**95%**	**95%**	**95%**	**90%**	**90%**	**90%**	**87%**	**87%**	**87%**
RANKING									

AI-5194 **12.A.**

City of Edinburg Presentation - The Shoppes of the Rio Grande Valley Project

CC REGULAR

Date: 08/28/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Submitted For: Sofia Hernandez
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Receive a formal presentation from the City of Edinburg, as required by Section 311.003(f) Texas Tax Code, relating to the creation of a Tax Reinvestment Zone for the Shoppes of The Rio Grande Valley Project.

BACKGROUND

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:46 PM	APRV
2	Rey Salazar	Rey Salazar	08/23/2007 02:57 PM	APRV
3	Purchasing Department	Marty Salazar	08/23/2007 05:36 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 01:42 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Roxanne De La Garza Started On: 08/22/2007 01:30 PM

Final Approval Date: 08/24/2007

THE CITY OF
EDINBURG

RECEIVED
JUL 31 2007
COUNTY JUDGE

July 31, 2007

Hidalgo County Commissioners Court
c/o The Honorable J.D. Salinas, County Judge
100 North Closner Boulevard
Edinburg, Texas 78539

RE: CREATION OF A REINVESTMENT ZONE WITHIN THE CITY OF EDINBURG, TEXAS

Dear Judge Salinas:

This letter is being sent to formally notify Hidalgo County, Texas (the "County") that the City of Edinburg, Texas (the "City") intends to establish a reinvestment zone (the "Zone") within the City pursuant to Chapter 311 of the Texas Tax Code, the Tax Increment Financing Act (the "Act"). This notice is being sent to the County pursuant to the requirements of Section 311.003(e) of the Act because the County levies ad valorem property taxes on all or a portion of the real property that will be included in the Zone. The City is creating the Zone to stimulate economic development within the City pursuant to a development agreement (the "Development Agreement") reached between First Hartford Realty Corporation (a Delaware corporation located in Manchester, Connecticut), the City, the County and various other parties thereto. The Development Agreement contemplates that only the City and the County will contribute their property tax increment generated from the Zone to the proposed development.

In accordance with the Act, a copy of the preliminary project plan and reinvestment zone financing plan (the "Preliminary Plan") related to the Zone is enclosed with this letter for your review. The Preliminary Plan includes a description of the proposed boundaries of the Zone, the tentative plans for the development of the Zone and an estimate of the general impact of the Zone on property values and tax revenues.

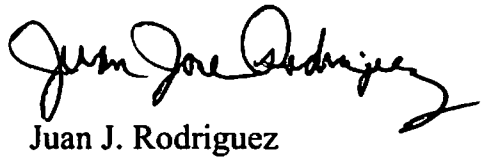
In order to create the Zone, the Act requires that the City hold a public hearing on the creation of the Zone and its benefits to the City and the property that will comprise the Zone. The City desires to hold this public hearing on Tuesday, September 4, 2007, so that construction on the proposed development can begin on schedule. However, the Act requires that in order for the hearing to occur sooner than 60 days from the date of this letter, the City needs to receive a waiver of the 60 day requirement from each taxing

entity that levies ad valorem property taxes on real property within the Zone. ***The City respectfully requests that the County execute the attached waiver and return it to the City prior to Thursday, August 30, 2007.*** The Act also requires that no later than 15 days from the date of this letter, the County, as a taxing entity that levies ad valorem property taxes on real property within the Zone, must designate a representative to meet with City representatives regarding the Preliminary Plan and the creation of the Zone.

The City looks forward to the opportunity to discuss these items with the County and would also like to make a formal presentation required by the Act to the County Commissioners' Court at the County's regular meeting on Tuesday, August 28, 2007 (or any other date prior to Tuesday, September 4, 2007 that you would suggest).

Thank you for your attention to this matter. Please call me if you have any questions.

Sincerely,



Juan J. Rodriguez
Interim City Manager

Acknowledgment of Receipt of Notice; Wavier of 60-Day Notice Period

Whereas, the undersigned duly authorized representative of Hidalgo County, Texas (the "County") hereby (i) acknowledges receipt by the County of notice from the City of Edinburg, Texas (the "City") pursuant to a letter dated July 31, 2007 of the City's intention to establish a reinvestment zone (the "Zone") within the City pursuant to the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"), and (ii) pursuant to Section 311.003(e) of the Act agrees that the City may hold the public hearing required by the Act related to the creation of the Zone on or prior to 60 days from July 31, 2007, the date of the City's notice to the County.

Executed this ____ day of August, 2007.

_____

J.D. Salinas, County Judge
Hidalgo County, Texas

Dr not adopt

Waiver of Representation on Zone Board

Whereas, the undersigned duly authorized representative of Hidalgo County, Texas (the "County") hereby (i) acknowledges receipt by the County of notice from the City of Edinburg, Texas (the "City") pursuant to a letter dated July 31, 2007 of the City's intention to establish a reinvestment zone (the "Zone") within the City pursuant to the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "Act"), and (ii) pursuant to Section 311.009(a) of the Act waives its right to appoint a member to the board of directors of the Zone.

Executed this ____ day of _____, 2007.

_____
J.D. Salinas, County Judge
Hidalgo County, Texas

Staff Recommendation:

Do not adopt waiver. Hidalgo County should appoint a member to zone board at appropriate time.

AI-5195 **12.B.**

City of Edinburg Waiver
CC REGULAR

Date: 08/28/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Submitted For: Sofia Hernandez
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Allow the City of Edinburg a waiver of the sixty (6) day notice requirement of the public hearing required for their creation of "Proposed Tax Increment Reinvestment Zone (TIRZ), City of Edinburg" under Section 311.003 of the Texas Tax Code and authorize County Judge to sign.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:47 PM	APRV
2	Rey Salazar	Rey Salazar	08/23/2007 02:57 PM	APRV
3	Purchasing Department	Marty Salazar	08/23/2007 05:36 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 01:43 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Roxanne De La Garza Started On: 08/22/2007 01:31 PM

Final Approval Date: 08/24/2007

AI-5196 **12.C.**

Hidalgo County Representative
CC REGULAR

Date: 08/28/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Submitted For: Sofia Hernandez
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Appoint a representative on behalf of Hidalgo County to meet with the governing body of the City of Edinburg concerning "Proposed Tax Increment Reinvestment Zone (TIRZ), City of Edinburg"

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:49 PM	APRV
2	Purchasing Department	Marty Salazar	08/23/2007 05:36 PM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 11:05 AM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 11:11 AM	APRV

Form Started By: Roxanne De La Garza Started On: 08/22/2007 01:36 PM

Final Approval Date: 08/24/2007

AI-5198 **12.D.**

Resolution establishing an Economic Development Policy for Hidalgo County

CC REGULAR

Date:	08/28/2007
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Submitted For:	Sofia Hernandez
Department:	COUNTY JUDGE
Agenda Area:	County Judge's Office

Information

CAPTION

Discussion regarding the Economic Development Policy for Hidalgo County pursuant to Chapter 381 of the Texas Local Government Code.

BACKGROUND

Fiscal Impact

Attachments

Link: Economic Development Guidelines

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:52 PM	APRV
2	Erika Reyna	Erika Reyna	08/23/2007 10:58 AM	APRV
3	Purchasing Department	Marty Salazar	08/23/2007 05:36 PM	APRV
4	Auditor's Office		08/24/2007 04:42 PM	PEND

Form Started By: Roxanne De La Garza Started On: 08/22/2007 01:42 PM

Final Approval Date: 08/24/2007

COUNTY OF HIDALGO
ECONOMIC DEVELOPMENT INCENTIVES PROGRAM
GUIDELINES & CRITERIA 2007

DRAFT

SECTION I. PURPOSE

It is the policy of the County of Hidalgo to provide incentives to selected private businesses
that make or will make a **measurable** difference in achieving economic growth and development, expanding and diversifying the tax base and creating new quality jobs within the County of Hidalgo, pursuant to Chapter 381, Texas Local Government Code.

The purpose of this policy is to define the financial incentives and to establish standards by which they will be implemented. New businesses or expansion of existing businesses may be considered for financial incentives.

Incentives cannot be transferred as a result of a change in the majority ownership of the business without the expressed written consent of the County of Hidalgo. Any new owner desiring to receive incentives shall file a new application for an economic development incentive. It shall be the responsibility of the business to notify the County of any such substantive change.

The County of Hidalgo is under no obligation to approve any requested incentive and no right to these incentives is either intended or implied.

SECTION II. STRATEGIC OBJECTIVES

The County of Hidalgo, through the implementation of this and other policies, shall endeavor to accomplish the following strategic objectives:

1. The County of Hidalgo will pursue a stable, year-round economy with unemployment rates at least as favorable as the rest of Texas, with an emphasis on targeting **quality** jobs. A quality job is defined as a job that pays a wage or salary equal to or greater than the current Hidalgo County Median Wage as computed annually by the Texas Workforce Commission and provides health insurance benefits to employees for which the employer pays at least 50%. Staff Note: Median wage - $19,582/yr or $9.41 per hour.

2. The County of Hidalgo will support the retention and expansion of existing businesses within the County.

3. The County of Hidalgo will support large private commercial

recreational and tourism ventures that attract a Regional or National client base and that will enhance the community's quality of life, fill a services void, or serve the youth of the community.

4. The County of Hidalgo will support the development of designated redevelopment areas including neighborhood redevelopment strategy areas and targeted infill areas within the County. Staff note: idea is to focus some effort in rural areas and small cities of county that could benefit from assistance.

5. The County of Hidalgo supports the attraction and retention of companies that have strong Regional and National markets for their products or services.

6. The County of Hidalgo is especially interested in attracting businesses within the industry clusters identified in the Industry Cluster Analyses for the Rio Grande Valley: manufacturing, transportation, logistics and warehousing, business and professional services, retail, tourism, recreation and entertainment, health services and medical technologies, and homeland security and law enforcement.

SECTION III. GENERAL CRITERIA

The County of Hidalgo may provide incentives for any business or commercial development project if that project, in the opinion of the Hidalgo County Commissioners Court:

1. Will substantially enhance the economic health of the County of Hidalgo;

2. Will result in a net increase or retention of jobs in the County, will add to the tax base, and will otherwise improve or enhance the economic welfare of the residents or businesses of the County; or

3. Demonstrates the potential to generate revenues to the County which outweigh costs associated with incentives.

In addition, the following criteria must be satisfied.

The project must:

1. Show a clear demonstration of public purpose and economic benefit through advancement of the County's economic goals which include expanding the tax base, creating quality jobs, increasing

private capital investment in the community, spurring development in targeted County locations; or encouraging development of targeted businesses or clusters desirable to enhance the County's economy;

2. Include solid evidence provided by the business that demonstrates the business financial stability and capacity to complete the project;

3. Complete the comprehensive incentives application and score a minimum of 25 points in Category I or score a minimum of 5 points in Categories II or III; and

4. Be in compliance with all local, state and federal laws.

The business, in order to receive any such incentives from the County of Hidalgo will make available credible information, including but not limited to capital investment and employment projections, to enable the County to prepare a fiscal impact analysis. The recipient will also make available an update of this data available annually after business operations have begun. The decision to provide any economic development incentives will be considered on a project-by-project basis, in accordance with the criteria set forth in this policy, and at the discretion of the Hidalgo County Commissioners Court.

SECTION IV. QUALIFICATION CRITERIA

In order to be eligible for incentives, a project must meet qualifying standards in at least ONE of the categories below.

Category 1- Quality Jobs (must receive a job credit of 25 or more AND 80% of jobs must be at or above median county wage for Hidalgo County**)**

a. Wages

Less than Median County Wage (MCW) = 0X
100-119%Median County Wage =1.0X
120-149%Median County Wage =1.5X
=> 150%Median County Wage =2.0X

b. Number of Jobs

Example: ABC Company is establishing operations and hiring or retaining 40 workers

Credit for number of jobs will be based on the wage levels above. For instance, if a company is hiring or retaining 5 jobs under 80% of MCW, 5 jobs at 115% of MCW, 10 jobs at 130% of MCW and 20 jobs at 200% of MCW then their

job credit would be calculated as follows:

Jobs*	Factor		job credit
5	* 0	=	0
5	* 1	=	5
10	* 1.5	=	15
20	* 2	=	40
Total Job credit		=	60

Since 35 of the 40 jobs pay at or above MCW, this company would qualify (35 jobs above MCW / 40 Total jobs = 87.5%).

Note: Only jobs meeting Median County Wage will be counted and 80% of all jobs must meet MCW to be eligible.

Category 2 - Targeted Location

a. Located in a Federal Zone (Empowerment Zone, Federal Enterprise Zone)

b. Located in a Census Tract with greater than 20% of its population at or above poverty level.

c. Located in a County defined Targeted Redevelopment Area.

Category 3 - Business Type

a. Market of service or product is Regional, National or Global, or;
b. Company is within identified industry cluster per latest information from Texas Workforce Solutions.

QUALIFICATION CRITIERIA (ALTERNATIVE)

These criteria will be used by the County's Incentive Evaluation Committee in formulating a recommended incentive amount.

1. The proposed business is included within one of the County's targeted business clusters.

2. Number of new jobs to be created.

3. Extent to which the business will pay wages higher than the County's Median Wage and provide exceptional employee benefits.

4. Extent to which jobs are to be created in, or available to residents of a rural, low income area or area of high employment.

5. Degree to which the public infrastructure improvements to be financed with assistance from the County are regional or determined to contribute to existing or future infrastructure plans.

6. Degree to which the business will contribute to the County's strategy of economic diversification by introducing a cluster business or industry which is both desirable and currently under-represented in the County's economy.

7. Degree to which products manufactured or services provided are exported out of the County.

8. Degree to which required goods and services will be purchased by the prospective business from other Hidalgo County businesses.

9. Degree to which a critical or very beneficial service will be provided to the geographic area of proposed business location.

10. Degree to which the proposed project location is consistent with existing County and/or City land use zone classifications.

11. Extent to which the business will not generate significant new air emissions and/or other negative environmental impacts.

12. The type of business, level of private investment, past record of the company, and other relevant factors indicate a low risk of failure to comply with the terms of a County/business incentive agreement.

13. Business plans to continually upgrade and invest in plant, equipment, technology and employee development.

14. Demonstrated record of successful business performance in other locations.

15. Extent to which the award of economic incentives is critical to the prospective business' decision to locate in the County.

16. Extent to which the applicant has identified, and plans to address, employee child care needs for employees of the proposed business location.

SECTION V. ECONOMIC DEVELOPMENT INCENTIVE

Companies satisfying the minimum score and meeting the qualification standards above who wish to pursue incentives must pay a $750 non refundable application fee in order to formally request incentives (See Appendix A – Application for Incentives)

An economic impact benefit analysis will be conducted by the _____ on every project considered for incentives. The delivery mechanism of choice for incentives will be the Chapter 381 agreement; however, the County reserves the right to use any other source (County, State, Federal, Foundation, etc.) in the award of incentives. As a matter of general policy, tax abatements and Chapter 381 agreements entered into as a result of this policy will not be used simultaneously unless the revenue stream from which the Chapter 381 agreement is paid is derived from sources other than property tax.

Award of incentives requires the business to meet eligibility criteria and enter into a contract with the County, which is approved by the Commissioners Court. The application process and incentive award is administered by the County Judge's Office. Incentives include the following:

- Rebates based on Property Tax payments*
- Assistance in pursuing grant/loan funding from other public agencies
- Other forms of requested assistance as may be approved by the County

* Rebates are actually payments of amounts equivalent to property tax paid by the business, not rebates in fact.

Agreements may be conditioned on the completion of specific improvements to real property and/or job numbers and salaries levels being met. The Agreements shall contain recapture clauses in the event that such conditions are not met.

The _____ is charged with recommending to the County Commissioners Court the level of incentives based on the economic impact analysis and other factors. For Projects qualifying under Section I, incentives will be limited to 50% of the benefit derived from any particular project (calculating tax revenues based on direct, indirect and induced benefits). For Projects qualifying under Categories II or III, incentives will be limited according to the following:

25% - A minimum of 80% of the jobs paying at least 80% of MCW or;

50% - A minimum of 75% of the jobs paying at least 90% of MCW or greater

County Commissioners Court will award the incentives at their sole discretion and may consider awards above 50% of the derived benefit if extraordinary benefit can be shown.

CONTACT INFORMATION FOR ECONOMIC INCENTIVES

Information and application materials:
County of Hidalgo Economic Development Program
Attn: Sofia Hernandez, Director
Office of County Judge
100 E. Cano (Administration Building, 2nd Floor)
Edinburg, TX 78539
Phone: (956) 318-2600
e-mail: sofia.hernandez@hidalgcountyjudge.com

SUNSET

This policy will sunset _____ unless renewed or revised by the County of Hidalgo.

Appendix A

Application for Incentives

The County of Hidalgo is pleased you have chosen our County to locate/expand your business. This document specifies the information the County will require to assist you in your request for economic incentives offered pursuant to the County's Economic Incentive Program.

Your application should be submitted as early as possible during your business planning process. Application review and approval of an incentive agreement by the County Commissioner's Court must be complete prior to start of project construction.

INFORMATION TO BE SUBMITTED

† **Contact Information**

- Business name and legal status

- Name, title, address, telephone numbers, e-mail address of principal business contact during the application process

† **Physical Project/Site Information** (to the extent known at time of application)

- Site location, including address (if assigned)
  *If business is to be located within an existing building/facility, specify the date it was built, contact information for the current owner and specify whether the proposed business plans to buy or lease the building.

- A project description and site plan locating all existing and planned buildings and facilities, ingress, egress and on-site circulation patterns (auto, truck and other, as appropriate). If improvements are to be phased over time said phasing must be indicated on the plan.

- A list of all public infrastructure required by the County to be constructed as part of the development

- A list of all capital equipment to be installed on site

- Provide a statement of consistency/inconsistency of the proposed and use with the County's or applicable city's existing General Plan and Zoning Ordinance.

† **Nature of the Proposed Business**

- Identify the type of business to be conducted, and provide a description of the products or goods to be manufactured (as applicable) and the business four digit NAICS code.

- Provide information regarding the source and type of any raw or component products to be used on site. Are they to be purchased from within or from outside Hidalgo County?

- Provide information regarding the intended market of any products to be produced on-site or services to be sold from the proposed business. Will they be sold inside/outside the County?

- Briefly describe any potential negative environmental impacts from the proposed business and how they will be mitigated.

- Describe specifically why economic incentives are important to the decision to locate the proposed business in Hidalgo County.

- Submit a list of communities where similar facilities, especially those owned/operated by your company are currently doing business.

- List any federal, state, city or other county government assistance for which the applicant has applied , and the current status of that request.

- Provide any additional information you would like the County to consider during its evaluation of your application.

Itemized Cost Estimates

- Building and other real property improvements Lease rate (if applicable)

- Capital Equipment

- Public Infrastructure (County required and other, if any)

- Other information that you would like to the County to consider in the category

Employment

- Number of new full time employees to be hired, and projected hiring schedule (specify number of employees who will/will not be hired from within the County).

- Number of part time employees and projected hiring schedule (specify number of employees who will/will not be hired from within the County).

- Specify wage rates and benefits to be paid all employees to be located on site.

- Describe the businesses plans for employee development and training.

- List specific skills you will be seeking from the County's labor force.

Please submit your completed application documents to:
Sofia Hernandez, Director
County of Hidalgo Economic Development Program

AI-5203 **13.A.**

Planning Department
CC REGULAR

Date: 08/28/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. PRELIMINARY APPROVAL
   A. Salida Del Sol Estates Phase 5 Pct. 3 (Mario Flores)
   B. Corin Estates Phase 2 Subdivision Pct. 4 (Saul Ortega)

2. FINAL APPROVAL
   A. Eduardo s No. 8 Subdivision Pct. 3 (Aniceto Izaguirre)

BACKGROUND

Fiscal Impact

Attachments

Link: Salida del Sol 5 - Prelim.
Link: Salida del Sol 5 - Plat
Link: Corin Estates 2 - Prelim.
Link: Corin Estates 2 - Plat
Link: Eduardo's 8 - Final
Link: Eduardo's 8 - Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:59 PM	APRV
2	Dale Kennan	Dale Kennan	08/23/2007 11:38 AM	APRV
3	Purchasing Department	Marty Salazar	08/23/2007 05:38 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 11:08 AM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 11:11 AM	APRV

Form Started By: Nora Cavazos — Started On: 08/22/2007 01:57 PM

Final Approval Date: 08/24/2007

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ANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Juan D. Salinas III
County Commissionerôs Court

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

DATE: August 22, 2007

RE: **Salida Del Sol Estates Ph. 5 Subdivision – Pct. 3**
Preliminary Approval

Salida Del Sol Estates Phase 5 is a fourteen (14) lot subdivision located approximately 7800 feet South of FM 2221(Mile 7 Rd) and 800 feet East of Salida del Sol Drive.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 31, 2007. The proposed subdivision lies within Zone ñCò as per FEMAôs FIRM.

The proposed subdivision plat will dedicate 5.95 feet on Circle 6 East Street and 6.39 feet on a County 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 Circle 6 Street East and an eight (8) inch waterline on County 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 21, 2007** subject to staff comments and future recommendations by Planning and other departments.

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G OF ITEMS LACKING
NG SUBDIVISION REVIEW

ida del Sol Ph V 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:** Please reconfigure location and right of ways for lot 14 and lot1	08-17-07	CP
B	Please label bearing for all corner clips, and irregular lots	"	"
C	Provide contour line at one foot interval.	"	"
D	PLAT NOTES: #6) provide benchmark #7) complete drainage calculations Complete the following plat notes #14) all public utilities…. #15)an off-street parking lot siteplan… Additional plat note see attachments #) each purchased contract made between a subdivider.	"	"
E	Location of subdivision: Provide a closer intersection and verify distance on mention intersection.	"	"
F	Index of sheet: Sh-1 add engineer's certificate Sh-2 add subdivider certificate and statement Sh-3 describe what's on sheet.	"	"
G	**2ND SHEET COMMENTS:** Summit a water line crossing permit from ROW dept.	"	"
H	Provide flange elevation for fire hydrants.	"	"
I	Dual services need to show in-between lot lines.	"	"
J	Show assign ossf area for all lots.	"	"
K	*Water engineer report:* Please correct description to mention dual services provide to lots 6-13 and mention connection to existing line on south west corner of subdivision. Correct cost and installation dates prior to final review	"	"
L	Provide inspection dates from health department and letter prior to final	"	"
M	All modifications must be reflected on Spanish version.	"	"
N	Provide subdivider certificatc and statement with notary public certification and acknowledgement.	"	"
O	**3RD SHEET COMMENTS:** Show spot topography, contour lines at one foot intervals and extend topo approximate 500 ft. from property line.	"	"
P	Show natural ground water flow arrows.	"	"

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Q	Label for contractor to regrade roadside ditch on both county roads.	"	"
R	On engineer certificate correct flood zone "x" to "c"	"	"
S	**Summit the following documents:** • Crossing permit • NOI Application • ROW approval • 30 yr. letter • Inspection letter from health 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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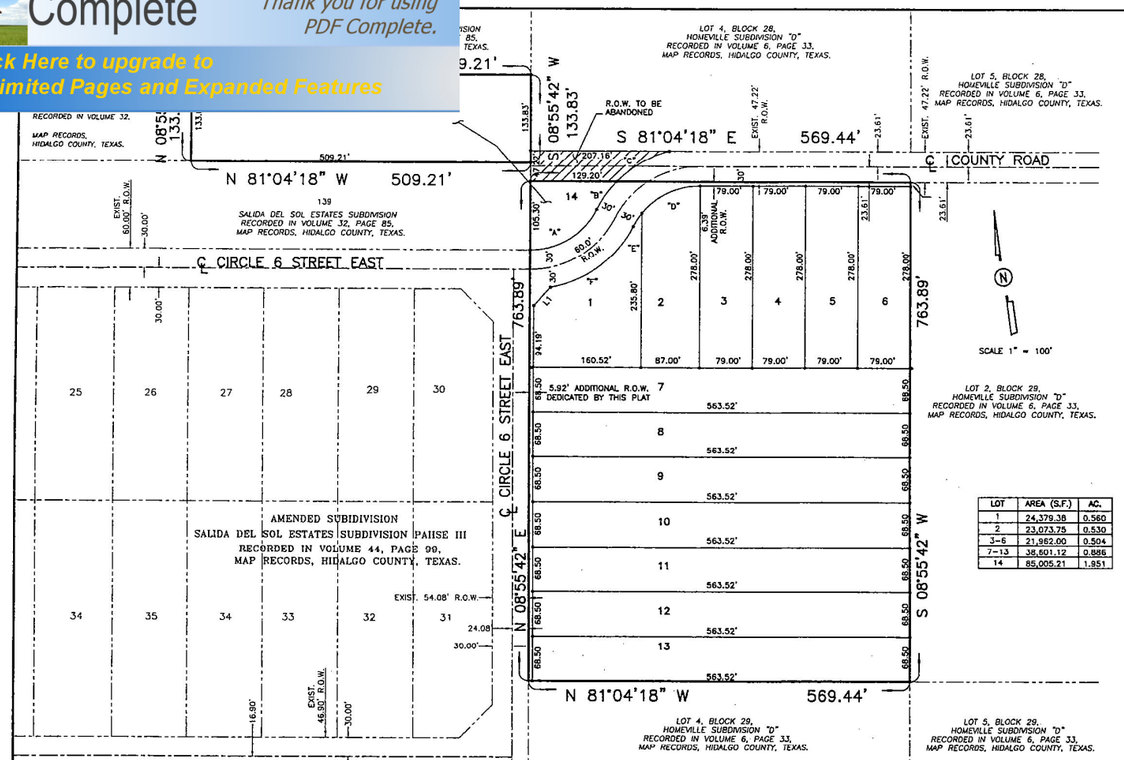


LOT	AREA (S.F.)	AC.
1	24,379.38	0.560
2	23,073.75	0.530
3-6	21,962.00	0.504
7-13	38,501.12	0.886
14	85,005.21	1.951

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	295°49'25"	110.78'	124.08'
"B"	17°29'50"	170.78'	52.15'
"C"	30°57'22"	170.78'	92.27'
"D"	308°14'48"	110.78'	100.06'
"E"	347°34'37"	110.78'	24.02'
"F"	306°12'18"	170.78'	160.34'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 50°50'11" E	37.21'

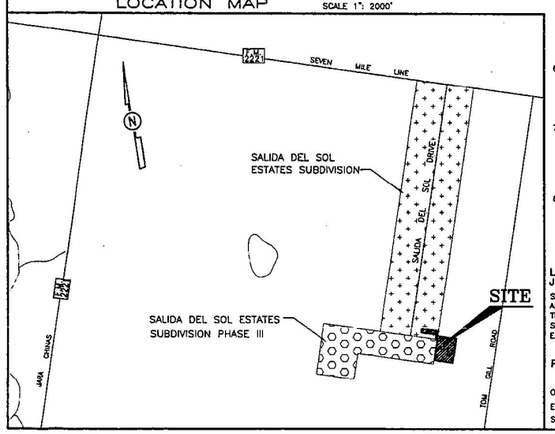
PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " C "
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.
COMMUNITY-PANEL No. 480334 0275 B
EFFECTIVE DATE: JANUARY 2, 1981.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
C.P.N. 480334 0275 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).

LOCATION MAP SCALE 1": 2000'



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

3.– SETBACKS:
FRONT 30.00 FEET
REAR 15.00 FEET
SIDE 7.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

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

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF THE ROAD 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.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.: ELEV. =
N.A.V.D. 88 DATUM.

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.3.

8.– 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.

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

SALIDA DEL SOL ESTATES PHASE V IS LOCATED IN SOUTHWEST SIDE OF HIDALGO COUNTY ON THE SOUTHEAST SIDE OF F.M. 2221, APPROXIMATELY 7790.00 FEET SOUTH AND 7905.00 FEET EAST OF ITS INTERSECTION OF JARA CHINAS & F.M. 2221. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF LA JOYA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF LA JOYA (POPULATION 4,486). SALIDA DEL SOL ESTATES PHASE V LIES APPROXIMATELY 4.5 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.0021 AND LIES IN PCT. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	3F DEVELOPERS, L.L.C. MARIO FLORES	5114 N. INSPIRATION RD.	MISSION, TX 78572	(956)585-3477	(956)585-2928
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

SALIDA DEL SOL ESTATES PHASE V

A 11.550 ACRE TRACT OF LAND BEING ALL OF LOT 3, BLOCK 29, HOMEVILLE SUBDIVISION "D", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS, THE EAST 509.21 FEET OF LOT 137, SALIDA DEL SOL ESTATES SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGE 85, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1352834, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

SALIDA DEL SOL ESTATES PHASE V

TRACT I

A 9.986 ACRE TRACT OF LAND BEING ALL OF LOT 3, BLOCK 29, HOMEVILLE SUBDIVISION "D", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND THE EAST 509.21 FEET OF LOT 137, SALIDA DEL SOL ESTATES SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGE 85, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1352834, 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 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH RIGHT OF WAY LINE OF A 47.22 FOOT COUNTY ROAD FOR THE NORTHEAST CORNER OF LOT 3 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°55'42"W, ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 763.89 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 3 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°04'18"W, ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 569.44 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF CIRCLE 6 STREET EAST FOR THE SOUTHWEST CORNER OF LOT 3 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°55'42"E, ALONG THE WEST LINE OF LOT 3 AND THE EAST RIGHT OF WAY LINE OF CIRCLE 6 STREET EAST, A DISTANCE OF 763.89 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF LOT 3 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°04'18"E, ALONG THE NORTH LINE OF LOT 3 AND THE SOUTH RIGHT OF WAY LINE OF A 47.22 FOOT COUNTY ROAD, A DISTANCE OF 569.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.986 ACRES OF LAND MORE OR LESS.

TRACT II

A 1.564 ACRE TRACT OF LAND BEING THE EAST 509.21 FEET OF LOT 137, SALIDA DEL SOL ESTATES SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 32, PAGE 85, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED SALIDA DEL SOL ESTATES SUBDIVISION PHASE III, RECORDED IN VOLUME 41, PAGES 198-199, 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 REGISTERED ALFONSO QUINTANILLA 4656 PROFESSIONAL LAND SURVEYOR

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

9.– 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.

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

11.– MARIO FLORES , THE OWNER & SUBDIVIDER OF SALIDA DEL SOL ESTATES PHASE V RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12.– 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.

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.

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

16.– 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.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

INDEX OF 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: 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.

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

I, MARIO FLORES, OWNER OF 3F DEVELOPERS, L.L.C., AS OWNER OF THE 11.717 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SALIDA DEL SOL 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.
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
MARIO FLORES
3F DEVELOPERS, L.L.C.
5114 N. INSPIRATION RD.
MISSION TX., 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MARIO FLORES, 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 MY COMMISSION EXPIRES July 23, 2008

_____
LILIA A. QUINTANILLA – Notary Public

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

WE THE UNDERSIGNED CERTIFY that this plat of the SALIDA DEL SOL 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

I, MR. FRANK FLORES, HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY FOR THE SALIDA DEL SOL ESTATES PHASE V 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

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 REGISTERED EULALIO RAMIREZ 77062 PROFESSIONAL ENGINEER

_____
EULALIO RAMIREZ
P.E. No. 77062

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

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	FILENAME: F:\DATA\SUBDIVS\HIDALGO CO.\SALIDA DEL SOL PH.V\SALIDA PH. V-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JULY 31, 2007	GRANO 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 22, 2007

RE: **Corin Estates Phase 2 Subdivision – Pct. 4**
Preliminary Approval

Corin Estates Phase 2 is a one (1) commercial lot subdivision located approximately 309 feet North of S.H. 107 and approximately 660 feet West of Valverde Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 20, 2007. The proposed subdivision lies within Zone ñX & AHò as per FEMAôs FIRM.

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

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

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 21, 2007** subject to staff comments and future recommendations by Planning and other departments.

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G OF ITEMS LACKING
NG SUBDIVISION REVIEW

rin Estates Ph 2 2ND Review **Page** 1 of 1

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

Item Log #	Description of Item	Date	Logger's Initials
A	**1ST SHEET COMMENTS:** Label existing easement for Corins Estates PhI	**08-06-07**	**CP**
B	#1)delete construction of residential house paragraph #4)complete note see attachments #7)complete total detention acreage and square feet as per approved drainage report. See attachments for additional plat note.	"	"
C	Delete North Alamo Water Supply Corporation Right of Way Easement note because there are no easements being dedicated.	"	"
D	Correct index to sheet to describe exactly what is on 2nd sheet	"	"
E	**2ND SHEET COMMENTS:** Show OSSF assign area for lot 3	"	"
F	Provide a swale cross section detail	"	"
G	Show concrete pad on flood zone area "AH"	"	"
H	Approved drainage report does not coincide with subdivision design please resubmit another approved report.	"	"
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

1304 S. 25th St. Edinburg, Texas 78539 (956) 318-2840 Fax. (956) 318-2844
www.hchd.org/planning

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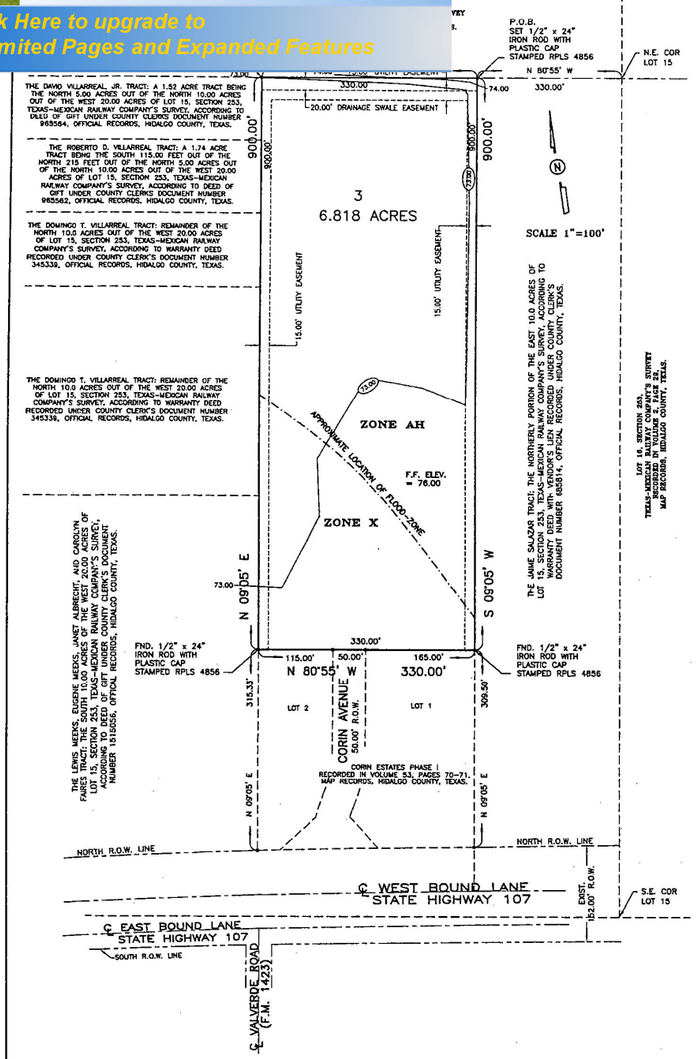


PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE DESIGNATION: ZONE " X "
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND ARE PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

ZONE "AH"
FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); 77.00 BASE FLOOD ELEVATIONS DETERMINED.

COMMUNITY-PANEL No. 480334 0325 D
EFFECTIVE DATE: JUNE 6, 2000. (MAY 17, 2001 TO REFLECT LOMR)
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 (MAY 17, 2001 TO REFLECT 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.- SETBACKS:
FRONT . . . . . 25.00 FEET
REAR. . . . . 15.00 FEET
SIDE. . . . . 6.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES.

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

4.- THIS LOT IS 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. ELEV.= 72.78 FND. NO. 4 REBAR WITH 3 1/4" BRASS ALUMINUM ALLOY CAP ON TOP, LOCATED 107.93 FEET EAST AND 9.80 FEET SOUTH FROM THE SOUTHWEST CORNER OF CORIN ESTATES PHASE I.
N.A.V.D. 88 DATUM.

6.- MINIMUM FINISH FLOOR NOTE:
FINISH FLOOR ELEVATION WILL BE = 77.00, OR
12" INCHES 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 PINC AND MOST 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 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.3.

8.- 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.

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

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

JPO ENTERPRISES, INC.
SAUL ORTEGA, PRESIDENT
12.- _____ THE OWNER & SUBDIVIDER OF CORIN ESTATES PHASE II RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. _2_ OF THIS PLAT.

13.- 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.

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

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

16.- 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.

17.- SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING AND /OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCE SHALL BE ISSUED UNTIL THE SITE AND DRAINAGE PLAN ARE APPROVED.

SUBDIVISION PLAT OF :

CORIN ESTATES PHASE II

A 6.818 ACRE TRACT OF LAND OUT OF A 9.18 ACRE TRACT OUT OF THE WEST 10.0 ACRES OF THE EAST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1518019, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 6.818 ACRE TRACT OF LAND OUT OF A 9.18 ACRE TRACT OUT OF THE WEST 10.0 ACRES OF THE EAST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1518019, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE NORTH LINE OF LOT 15 FOR THE NORTHWEST CORNER OF THE JAIME SALAZAR TRACT (A TRACT OF LAND OUT OF THE EAST 10.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 685814, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT, SAID RODS BEARS N 80°55'W, 330.00 FEET FROM THE NORTHEAST CORNER OF LOT 15.

THENCE; S 09°05'W, ALONG THE WEST LINE OF THE JAIME SALAZAR TRACT, A DISTANCE OF 900.00 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE NORTHEAST CORNER OF CORIN ESTATES PHASE I (RECORDED IN VOLUME _____, PAGE _____, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55'W, ALONG THE NORTH LINE OF CORIN ESTATES PHASE I, A DISTANCE OF 330.00 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE EAST LINE OF THE LEWIS MEEKS TRACT (A TRACT OUT OF THE SOUTH 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1515056, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05'E, ALONG THE EAST LINE OF THE LEWIS MEEKS TRACT, AND THE EAST LINE OF THE DOMINGO VILLARREAL TRACT (REMAINDER OF THE NORTH 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 345339, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE EAST LINE OF THE ROBERTO D. VILLARREAL TRACT (A 1.74 ACRE TRACT BEING THE SOUTH 115.00 FEET OF THE NORTH 215.00 FEET OF THE NORTH 5.0 ACRES OF THE WEST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 985562, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE EAST LINE OF THE DAVID VILLARREAL TRACT (A 1.52 ACRE TRACT OUT OF THE NORTH 5.0 ACRES OF THE NORTH 10.0 ACRES OF THE WEST 20.0 ACRES OF LOT 15, SECTION 253, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 965564, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 900.00 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE NORTH LINE OF LOT 15 FOR THE NORTHEAST CORNER OF THE DAVID VILLARREAL TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°55'E, ALONG THE NORTH LINE OF LOT 15, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.818 ACRES OF LAND MORE OR LESS.

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

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA R.P.L.S. No. 4856 — APRIL 17, 2006 DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North 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 pipline 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 15' wide 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 pipline 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 on the benefits of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

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

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____ 20___.

JPO ENTERPRISES, INC.
SAUL ORTEGA, PRESIDENT

INDEX OF 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, ENGINEER'S CERTIFICATION, ATTESTATION; COUNTY CLERK'S, HCDD No.1, HCID No.1 IRRIGATION DISTRICT, RECORDING CERTIFICATE; REVISION NOTES,

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

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

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

I, SAUL ORTEGA, PRESIDENT OF JPO ENTERPRISES, INC., AS OWNER OF THE 6.818 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CORIN ESTATES 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.

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

_____ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

LEIA A. GUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2008

LEIA A. GUINTANILLA– NOTARY PUBLIC

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

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

_____ _____
Hidalgo County Judge date

ATTEST: _____ _____
Hidalgo County Clerk date

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

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

_____
Hidalgo County Clerk

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

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

_____ _____
PRESIDENT SECRETARY

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

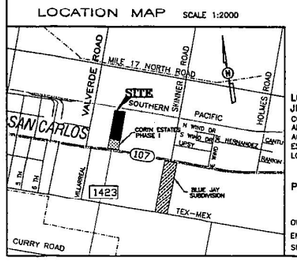
_____
BY:_____

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 95534 — ALFONSO QUINTANILLA P.E. No. 95534 — 7-31-07 DATE

LOCATION MAP SCALE 1:2000



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
CORIN ESTATES PHASE II LOCATED IN CENTRAL HIDALGO COUNTY, APPROXIMATELY 308.50 FEET NORTH OF STATE HIGHWAY 107 AND APPROXIMATELY 660.00 FEET EAST OF VALVERDE 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). CORIN ESTATES PHASE II LIES APPROXIMATELY 3.75 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S TWO-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PRECINCT 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JPO ENTERPRISES, INC. SAUL ORTEGA, PRESIDENT	1220 CASTILLE COURT	EDINBURG, TX 78539	(956)380-8562	(956)-380-8565
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 · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO. 1 OF 2 SHEETS	FILENAME: I:\...\DATA\SUBD.\HIDALGO CO\CORIN ESTATES PHASE II\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JULY 31, 2007	LUPE		
	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 22, 2007

RE: **Eduardo's No. 8 Subdivision – Pct. 3**
Final Approval

Eduardoôs No. 8 Subdivision is a fifty six (56) lot subdivision located on the East side of Bentsen Palm Drive, approximately 1,119 feet South of Mile 10 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 January 02, 2007. The proposed subdivision lies within Zone ñXò as per FEMAôs FIRM.

The proposed subdivision plat will dedicate five (5) feet on Bentsen Palm Drive 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 Aniceto Izaguirre and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Bentsen Palm Drive that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissionerôs Court on August 14, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **August 21, 2007.**

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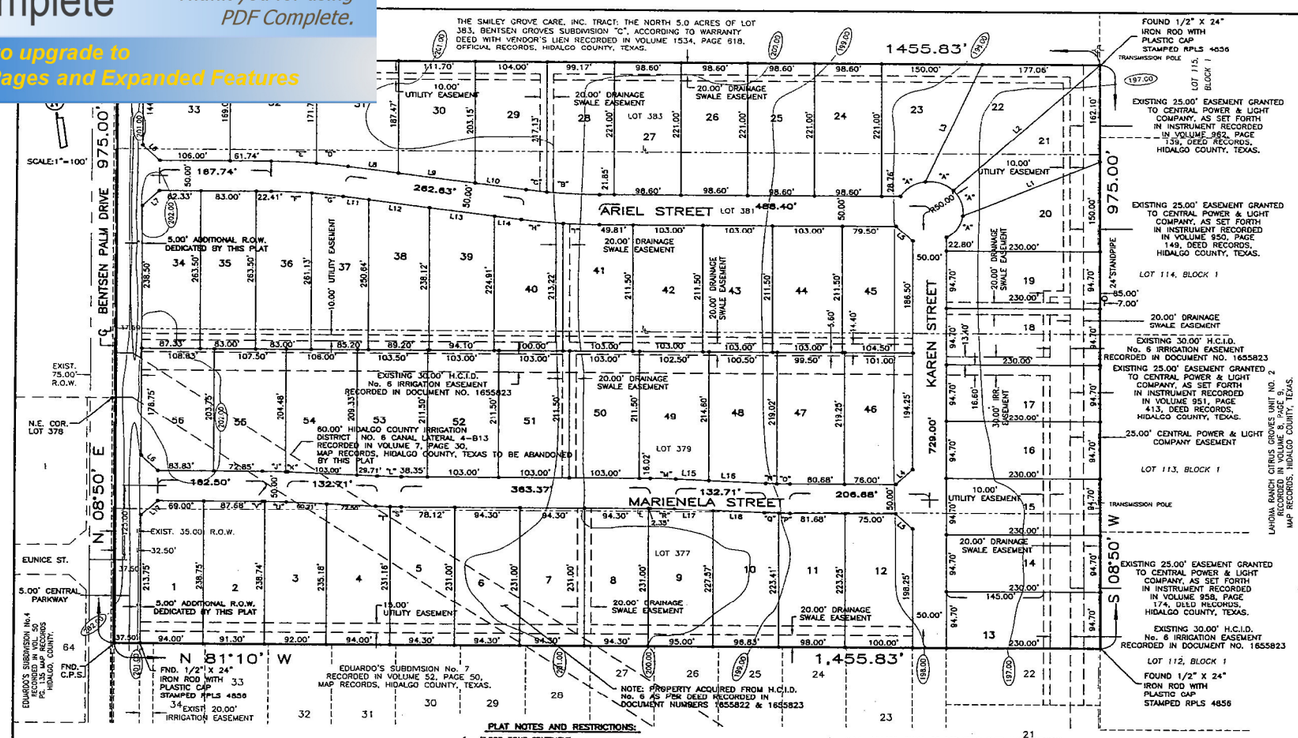


INDEX OF SHEETS

SHEET 1.- HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR AND SUBDIVISION CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; HIDALGO COUNTY JUDGE CERTIFICATION; COUNTY CLERK'S; H.C.I.D. No. 1, HIDALGO COUNTY IRRIGATION DISTRICT No. 6, RECORDING CERTIFICATE; 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 LOT DETAIL (WATER AND SEWAGE SERVICE); REVISION NOTES.

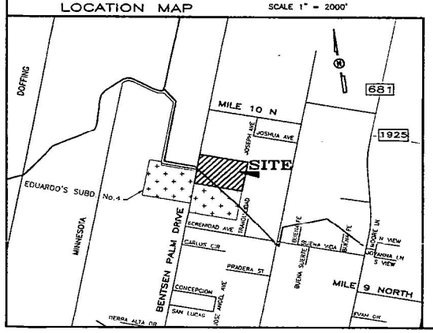
SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE 1" = 2000'



PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL No. 480334 0300 D EFFECTIVE DATE: JUNE 6, 2000.
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
C.P.N. 480334 0300 D, EFFECTIVE DATE: JUNE 6, 2000 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.- SETBACKS:
FRONT. . . . . 25.00 FEET
REAR. . . . . 25.00 FEET
REAR LOTS 13-16. . . . . 85.00 FEET
SIDE. . . . . 6 FEET
CORNER SIDE . . . . . 10.00 FEET
OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

3.- LEGEND ● – DENOTES 1/2" X 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTE

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. ELEV.= 211.38 COTTON PICKER SPINDLE IN POWER POLE 100.00 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 373 ON EAST RIGHT OF WAY OF BENTSEN PALM DRIVE, N.A.V.D. 88 DATUM PROVIDE PERMANENT BM WITH IN SUBDIVISION (CONCRETE SLAB WITH DISK, ELEVATION AND DATUM).

6.- 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.

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 101,136.00 CUBIC FEET 2.32 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.- 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.

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.- THERE ARE NO WATER WELLS WITHIN THE PLAT NOR ARE THEY KNOWN TO BE FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT 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 SIGN 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.

12.- ANICETO IZAGUIRRE, THE OWNER & SUBDIVIDER OF EDUARDO'S SUBDIVISION No. 8 RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.- 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.

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 OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDOR OCCUPYING AN EASEMENT OR AS SHOWN ON THE PLAT

15.- 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 AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16.- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. NO. 6 DISTRICT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

17.- 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. 6 DISTRICT)

18.- 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.

19.- NO ACCESS ONTO BENTSEN PALM DRIVE FROM LOTS 1, 33, 34 AND LOT 56 UNLESS THESE LOTS ARE USED FOR COMMERCIAL ONLY.

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

EDUARDO'S SUBDIVISION No. 8 IS LOCATED IN WEST HIDALGO COUNTY ON THE EAST SIDE OF BENTSEN PALM DRIVE AND 1,119.4 FEET SOUTH OF MILE 10 LINE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE "CITY OF MISSION" (POPULATION 60,148). EDUARDO'S SUBDIVISION No. 8 LIES APPROXIMATELY 6.50 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S FIVE-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRECINCT 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	ANICETO IZAGUIRRE	500 SOLAR DRIVE	MISSION, Tx. 78574	(956) 789-0619	(956) 583-3161
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

LINE DATA TABLE

DATA	BEARING	LENGTH
L1	N 75°04'30" E	224.45'
L2	N 58°01'54" E	304.33'
L3	N 32°07'14" E	213.65'
L4	S 53°50'00" W	35.36'
L5	S 36°10'00" E	35.36'
L6	N 36°10'00" W	35.36'
L7	N 53°50'00" E	35.36'
L8	N 73°10'43" W	75.34'
L9	N 73°10'43" W	112.79'
L10	N 73°10'43" W	74.32'
L11	S 73°10'43" E	38.48'
L12	S 73°10'43" E	90.07'
L13	S 73°10'43" E	95.02'
L14	S 73°10'43" E	38.92'
L15	N 78°32'37" W	48.78'
L16	N 78°32'37" W	83.94'
L17	S 78°32'37" E	57.24'
L18	S 78°32'37" E	75.47'

CURVE DATA

CURVE	Δ	RADIUS	LENGTH
"A"	52°30'00"	50.00'	45.81'
"B"	5°43'33"	775.00'	77.45'
"C"	2°15'43"	775.00'	30.60'
"D"	3°18'19"	825.00'	47.60'
"E"	4°40'34"	825.00'	67.33'
"F"	4°29'02"	775.00'	60.65'
"G"	3°30'15"	775.00'	47.40'
"H"	4°17'28"	825.00'	61.79'
"I"	3°41'48"	825.00'	53.23'
"J"	2°24'25"	825.00'	34.66'
"K"	0°12'58"	825.00'	3.11'
"L"	2°37'23"	775.00'	35.48'
"M"	2°37'23"	825.00'	37.77'
"N"	1°13'55"	775.00'	16.66'
"O"	1°23'28"	775.00'	18.82'
"P"	1°07'59"	825.00'	16.32'
"Q"	1°29'24"	825.00'	21.45'
"R"	2°37'23"	775.00'	35.48'
"S"	1°07'26"	825.00'	16.18'
"T"	1°29'57"	825.00'	21.59'
"U"	22°12'1"	775.00'	11.86'
"V"	0°16'02"	775.00'	3.82'

LOT	AREA (S.F.)	AC.
1	22,130.00	0.508
2	21,797.88	0.501
3	21,823.70	0.501
4	21,908.78	0.502
5	21,784.16	0.500
6-8	21,783.30	0.500
9	21,814.07	0.501
10	21,822.66	0.501
11	21,879.38	0.502
12	22,012.50	0.505
13-19	21,781.00	0.500
20	22,284.61	0.514
21	22,593.14	0.519
22	23,200.87	0.533
23	22,181.06	0.509
24-27	21,790.60	0.500
28	21,818.75	0.501
29	21,880.20	0.502
30	21,816.33	0.501
31	21,848.61	0.502
32	21,862.52	0.502
33	21,826.50	0.501
34	22,698.56	0.521
35	21,870.50	0.502
36	21,822.63	0.501
37	21,840.45	0.501
38	21,795.43	0.500
39	21,785.66	0.500
40	21,837.68	0.501

LOT	AREA (S.F.)	AC.
41	21,814.92	0.501
42-44	21,784.50	0.500
45	21,789.25	0.500
46	21,831.75	0.501
47	21,813.94	0.501
48	21,797.33	0.500
49	21,786.13	0.500
50-52	21,784.50	0.500
53	21,836.37	0.501
54	21,931.41	0.503
55	21,911.53	0.503
56	21,861.61	0.502

SUBDIVISION PLAT OF :

EDUARDO'S SUBDIVISION No 8

A 32.586 ACRE TRACT OF LAND OUT OF LOT 377, ALL OF LOTS 379 AND 381, OUT OF LOT 383, BENTSEN GROVES SUBDIVISION "C", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND OUT OF HIDALGO COUNTY IRRIGATION DISTRICT No.6 CANAL LATERAL 4-B13, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414591, 1414593, AND DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1655822, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 32.586 ACRE TRACT OF LAND OUT OF LOT 377, ALL OF LOTS 379 AND 381, OUT OF LOT 383, BENTSEN GROVES SUBDIVISION "C", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND OUT OF HIDALGO COUNTY IRRIGATION DISTRICT No.6 CANAL LATERAL 4-B13, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414591, 1414593, AND DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1655822, OFFICAL 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 ON THE WEST LINE OF LOT 377 AND WITHIN THE RIGHT OF WAY OF BENTSEN PALM DRIVE FOR THE SOUTHWEST CORNER OF THE VETERANS LAND BOARD TRACT (THE NORTH 5.0 ACRES OF LOT 383, BENTSEN GROVES SUBDIVISION "C", ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1534, PAGE 618, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 08°50'W, 150.00 FEET FROM THE NORTHWEST CORNER OF LOT 383.

THENCE; S 81°10'E, ALONG THE SOUTH LINE OF THE VETERANS LAND BOARD TRACT, PASSING A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND AT 32.50 FEET FOR THE EAST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 1,455.83 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND ON THE EAST LINE OF LOT 383 FOR THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°50'W, ALONG THE EAST LINE OF LOTS 377, 379, 381 AND 383, A DISTANCE OF 975.00 FEET TO A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE NORTHEAST CORNER OF EDUARDO'S SUBDIVISION No.7 (RECORDED IN VOLUME 52, PAGE 50, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°10'W, ALONG THE NORTH LINE OF EDUARDO'S SUBDIVISION No.7, PASSING A ½" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND AT 1,423.33 FEET FOR THE EAST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 1,455.83 FEET TO A COTTON PICKER SPINDLE FOUND ON THE WEST LINE OF LOT 377 FOR THE NORTHWEST CORNER OF EDUARDO'S SUBDIVISION No.7 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°50'E, ALONG THE WEST LINE OF LOTS 377, 379, 381 AND 383, PARALLEL TO AND 2.50 FEET EAST OF THE CENTERLINE OF BENTSEN PALM DRIVE, A DISTANCE OF 975.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 32.586 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH EDUARDO'S SUBDIVISION No.7, RECORDED IN VOLUME 52, PAGE 50, 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 THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 LAND SURVEYOR

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

OCTOBER 14, 2004
DATE

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

I, ANICETO IZAGUIRRE, A MARRIED PERSON, AS OWNER OF THE 32.586 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S SUBDIVISION No. 8 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.

ANICETO IZAGUIRRE
500 SOLAR DRIVE,
MISSION, Tx. 78574
(956) 789-0619

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personaly appeared ANICETO IZAGUIRRE, 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 therein 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

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

WE THE UNDERSIGNED CERTIFY that this plat of the EDUARDO'S SUBDIVISION No.8 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date

ATTEST: _____
Hidalgo County Clerk — date

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

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

_____
Hidalgo County Clerk

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 ON THIS THE _____ DAY OF _____, 2007.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 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

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(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: _____ DATE

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.

STATE OF TEXAS LICENSED ALFONSO QUINTANILLA 95534 PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

7-20-07
DATE

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

SHEET NO. 1 OF 3 SHEETS

FILENAME: F:\DATA\SUBDIVS\HIDALGO CO\EDUARDO'S SUBDIVISION No. 8 \EDUARDO8-PLAT			
DATE PREPARED: NOV. 03, 2006	PREPARED BY: E. EDUARDO	CHECKED BY:	APPROVED BY:
DATE REVISED: 07-13-07	REVISED BY:	CHECKED BY:	APPROVED BY:

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AI-5181 **14.A.**

Monitoring Review
CC REGULAR

Date: 08/28/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Office of Head Start (OHS) will be conducting an On-Site Monitoring Review

BACKGROUND

Policy Council Approval: 08-23-07

Fiscal Impact

Attachments

Link: Review

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:20 PM	APRV
2	Purchasing Department	Marty Salazar	08/23/2007 01:51 PM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 11:17 AM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 11:24 AM	APRV
Form Started By: Linda Galaviz			Started On: 08/22/2007 09:27 AM	
Final Approval Date: 08/24/2007				

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
Office of Head Start
8th Floor Portal Building
1250 Maryland Avenue, SW
Washington, DC 20024

June 4, 2007

Dear Board Chairperson:

This is to inform you that the Office of Head Start (OHS) will be conducting an on-site monitoring review of your Head Start program in Fiscal Year 2008. The OHS Monitoring Protocol provides detailed information about the questions to be asked during the monitoring review. This protocol is available online at www.headstartreviews.com. Additional information about the monitoring process can also be found on this site.

Danya International, Inc. (Danya), the Head Start Monitoring Support contractor, will contact you within the next few days to request program availability dates, and any special program and logistical considerations. They will also be requesting pre-site documents that will be made available to the monitoring team to review before arriving on-site. A copy of this pre-site document list is enclosed. After you have been contacted by Danya, they will email you instructions on how the pre-site documents should be submitted before your review.

You are also requested to provide information to assist in pre-site planning. While electronic submission is preferred, a short form is provided with instructions should you wish to submit this in paper format.

On behalf of OHS, Danya will send you written notification of the specific dates of the review 30 days prior to the on-site review. Soon after this official written notification of the review date, the Review Team Leader (RTL) assigned to supervise your on-site review will contact you. This will provide the RTL with an opportunity to become familiar with your program and confirm the schedule for on-site activities.

We look forward to working with each of you as we strengthen our efforts to continue to implement a high quality monitoring process to ensure quality for all Head Start and Early Head Start programs.

Please feel free to contact us with questions or comments at HS2008@Danya.com.

Sincerely,

Channell Wilkins
Director
Office of Head Start

Enclosure

AI-5182 **14.B.**

Self Assessment

CC REGULAR

Date:	08/28/2007
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Area:	Head Start

Information

CAPTION

Discussion/Approval of Self Assessment Schedule

BACKGROUND

Policy Council Approval: 08-23-07

Fiscal Impact

Attachments

Link: Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:23 PM	APRV
2	Purchasing Department	Marty Salazar	08/23/2007 01:51 PM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 11:18 AM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 11:24 AM	APRV
Form Started By: Linda Galaviz			Started On: 08/22/2007 09:30 AM	
Final Approval Date: 08/24/2007				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 23, 2007

SUBJECT: Discussion/Approval of Self Assessment Schedule

RATIONALE/NEED: A self assessment is required to be conducted each year. The purpose of the self assessment is to self monitor the program regarding compliance with Performance Standards. Documents to be used are aligned with requirements for the Federal Review (Program Review Instrument for Systems Monitoring - PRISM). The self assessment is tentatively scheduled for September 24-28, 2007. The self assessment training will be held on Friday, September 21, 2007.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: None

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

AI-5183 **14.C.**

Extension of Inter Local Agreement
CC REGULAR

Date: 08/28/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval to extend the Inter-Local Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services (Food, Bread, Dairy and Kichen Supplies)

BACKGROUND

Policy Council Approval: 08-23-07

Fiscal Impact

Attachments

Link: Food

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:23 PM	APRV
2	Purchasing Department	Marty Salazar	08/23/2007 05:34 PM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 11:20 AM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 11:24 AM	APRV

Form Started By: Linda Galaviz — Started On: 08/22/2007 09:33 AM

Final Approval Date: 08/24/2007

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 23, 2007

SUBJECT: Discussion/Approval to Extend Inter-Local Agreement with the South Texas Cooperative Through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services (Food, Bread, Diary, and Kitchen Supplies)

RATIONALE/NEED: To purchase quality food commodities, kitchen supplies, and service at the lowest and best price.

RECOMMENDATION: Administration recommends approval.

COST: $1,300,000 Yearly (Estimate)

RELATED INFORMATION INCLUDES: Memo

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Edmundo Garcia, Assistant Director

EXECUTIVE DIRECTOR'S APPROVAL: _____

South Texas Cooperative

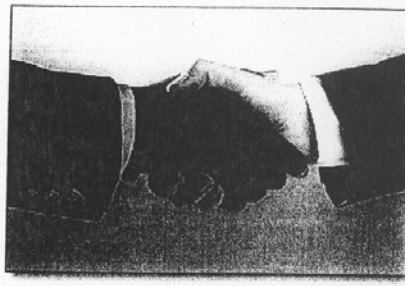
Region One Education Service Center

www.esc1.net/stxcoop

1900 W. Schunior - Edinburg, TX 78541 | Phone: (956) 984-6000 Fax: (956) 984-6299 ☐ Staff Directory

STC Home
Procurement
Nutrient Analysis
FAQs
USDA Procurement Updates
Vendor Directory
Commodity Processing Directory
Members 2005-2006
Child Nutrition Links

Region One ESC welcomes you to the Child Nutrition Program-South Texas Cooperative. Thank you for your interest and desire to do business with the CNP-STC.



The South Texas Co-Op (STC) plays an integral part in achieving Healthy School Meals and efficient business practices by ensuring high quality, customer satisfying, cost effective food and supplies. The primary focus of the coop is to assist participating members in the administration of a fiscally sound child nutrition program through compliance with bid law requirements.

The STC administers approximately ten (10) formal bids, which are advertised in local newspapers and posted on the website:

- **Competitive Procurement**
  - ***Bids***
    - Food
    - Paper
    - Janitorial Supplies
    - Dairy/Bread/Tortilla
    - Frozen and Dispensed Drinks
    - Small Wares
    - Special Items
    - Uniforms
    - Dining Room Design
    - Facility Services
  - ***On-Line Ordering***
    This year the Co-Op, in alliance with Regions 10 and 17, will pilot on-line ordering between member schools and vendors in the fall of 2005.

- **Commodity Processing**
  STC consolidates USDA Donated Food allocations to districts and places processing orders. Small or medium districts without a coop could not do this on their own because processing must be done by the truckload. By consolidating processing orders, small schools take advantage of the valuable service.

  NOTE: If your company/organization would like to receive bids, please contact the CNP Purchasing Specialist at (956)-984-6123.

- **Food Expo - View Photo Gallery**
  The South Texas Co-op hosts a Food Expo for participating members. This year, STC hosted its third food show expo at the Pharr International Convention Center. "Taste Testing" from 70 different vendors and approx. 1200 students and district staff attended the show, with new and healthy products for the upcoming 2005 06 bid.

Thank You,

AI-5184 **14.D.**

Certificate of Payment #5
CC REGULAR

Date: 08/28/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Presentation for Discussion/Approval of Certificate of Payment #5 in connection with the Relocation of McAllen III Head Start Building Under Purchase Order #6840

BACKGROUND

Policy Council Approval: 08-23-07

Fiscal Impact

Attachments

Link: Payment #5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:26 PM	APRV
2	Purchasing Department	Marty Salazar	08/23/2007 05:34 PM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 11:21 AM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 11:24 AM	APRV
Form Started By: Linda Galaviz			Started On: 08/22/2007 09:37 AM	
Final Approval Date: 08/24/2007				

AI-5185 **14.E.**

Child and Adult Care Food Program
CC REGULAR

Date: 08/28/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Dicussion/Approval to Submit Application to the Texas Health and Human Services Commission for the Child and Adult Care Food Program for Fiscal Year 2008

BACKGROUND

Policy Council Approval: 08-23-07

Fiscal Impact

Attachments

Link: Food Program Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:33 PM	APRV
2	Purchasing Department	Marty Salazar	08/23/2007 05:34 PM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 11:24 AM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 11:24 AM	APRV
Form Started By: Linda Galaviz			Started On: 08/22/2007 09:42 AM	
Final Approval Date: 08/24/2007				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 23, 2007

SUBJECT: Discussion/Approval to Submit Application to the Texas Health and Human Services Commission for the Child and Adult Care Food Program for Fiscal Year 2008

RATIONALE/NEED: As part of providing comprehensive services to our families, these funds are utilized to provide meals for all 3,570 Children enrolled in our program.

RECOMMENDATION: Administration recommends approval.

COST: Based on New Reimbursement Rates

RELATED INFORMATION INCLUDES: Budget Analysis will be presented at the meeting.

****

INITIATED BY: San Juanita Rangel, Nutrition Services Director S. Rangel

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: _____

Budget Analysis

Description	2006-07	2007-08	Diff 07 & 08	Comments/Notes
Salaries/Fringes				
Salaries (plus COLA)	653,757.73	701,526.59	47,768.86	14% of salaries for custodians for one year
Fringes/Pension Adm Costs	288,626.01	351,058.18	62,432.17	14% of benefits for custodians for one year
			-	
* **Total Salaries/Fringes**	**942,383.74**	**1,052,584.77**	**110,201.03**	
Food	1,181,528.00	1,148,680.86	(32,847.14)	More effective purchasing process thru partnership with Region One vendors
Supplies and Equipment				
Equipment	-	-	-	
Non-Food Supplies	154,871.46	155,000.00	128.54	
Office Supplies	8,000.00	6,000.00	(2,000.00)	
Purchased Services				
Equipment Maintenance	21,973.00	30,000.00	8,027.00	Anticipate moving to new kitchen location
Vehicle Maintenance	13,000.00	13,000.00	-	
Vehicle Fuel	20,000.00	22,000.00	2,000.00	Anticipate rising fuel costs.
Telephone	7,000.00	7,000.00	-	
Media Costs	1,000.00	1,000.00	-	
Organization Costs				
Local Travel	10,000.00	8,000.00	(2,000.00)	To reflect expenditures for Fiscal Year 2007
T & TA	3,300.00	3,300.00	-	
* **Total Operating Expenses**	**1,420,672.46**	**1,393,980.86**	**(26,691.60)**	

Total Budget	**2,363,056.20**	**2,446,565.63**	**83,509.43**
Total USDA Reimbursement	-	-	-

Reimbursement Formula:

172 Service Days x 3,570 Children x 85% ADA x $4.6875 Reimbursement Rate = $2,446,565.63

Reimbursement Rate is Calculated as follows:

Breakfast	1.35
Lunch	2.47
Snack	0.68
Cash-in-Lieu of Commodities:	0.1875
Reimbursement Rate	**4.6875**

AI-5173 **15.A.**

Increase in Revenues
CC REGULAR

Date: 08/28/2007
Submitted By: Becky Morales, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Area: Auditor's Office

Information

CAPTION

Presentation for consideration discussion and action of the following:
1. Approval to increase General Fund Revenues by $3,431,797.80
2. Approval to increase Special Revenue Funds by $335,822.03

BACKGROUND

According to Local Government Code Chapter 111 Section 111.07075. SPECIAL BUDGET FOR REVENUE RECEIVED AFTER THE START OF FISCAL YEAR. The County Auditor shall certify to the Commissioners Court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general pruposes or for any of its intended purposes.

Fiscal Impact

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

BUDGETARY IMPACT:

$3,257,818.57 increase in revenues (refer to attachments).

Attachments

Link: Revenue Increase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 05:02 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/23/2007 09:34 AM	APRV
3	Dina Trevino	Dina Trevino	08/24/2007 02:12 PM	APRV
4	Purchasing Department		08/24/2007 04:42 PM	NEW

Form Started By: Becky Morales — Started On: 08/21/2007 05:06 PM

Final Approval Date: 08/24/2007

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

NO.

DATE: 8/16/07 MEETING DATE REQUEST: 8/21/07

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

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

RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

CAPTION:

PRESENTATION FOR CONSIDERATION, DISCUSSION AND POSSIBLE ACTION OF THE FOLLOWING:

A. INCREASE OF GENERAL FUND REVENUES BY $3,431,797.80

B. INCREASE OF SPECIAL REVENUE FUND REVENUES BY $335,822.03

BUDGETARY IMPACT: $3,257,818.57 INCREASE IN REVENUES

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

According to Local Government Code Chapter 111 Section § 111.07075. SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR. The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

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

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

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

COMMENTS:

ACTION TAKEN BY COMMISSIONER'S COURT:

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

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

HIDALGO COUNTY - GENERAL FUND
SCHEDULE OF REVISED 2007 REVENUE ESTIMATES
NEW SOURCES OF REVENUE

Budget Amendment

Enter Revenue Estimate Increase column.

		2007 Original Budget	6/30/2007 Adjusted Budget	Revenue Estimate Increase	Revised 2007 Revenue Estimate
Charges for Services:					
7-1100-341-10-090-009-0-000	District Clerk-Judicial Support Fee-Criminal	-	-	500.00	500.00
7-1100-341-50-000-003-0-000	UPL Indirect Costs	-	-	800,000.00	800,000.00
7-1100-341-50-122-001-0-000	North San Juan Park Force Accounts Precinct 2	-	-	2,522.07	2,522.07
7-1100-342-11-280-000-0-000	Sheriff's Academy Tuition	-	-	2,500.00	2,500.00
	Total Charges for Services	-	-	805,522.07	805,522.07
Other:					
7-1100-360-00-000-006-0-000	Miscellaneous -Hospital Based Workers Reimbursement	-	-	175,000.00	175,000.00
7-1100-361-11-000-008-0-000	Interest Earnings -Justice of the Peace Now Interest	-	-	200.00	200.00
7-1100-364-00-000-000-0-000	Contributions and Donations	-	-	43,464.00	43,464.00
	Total Other	-	-	218,664.00	218,664.00
	Total Estimated Revenues	-	-	1,024,186.07	1,024,186.07
Proceeds of Capital Asset Dispositions:					
7-1100-392-10-000-000-0-000	Sale of General Capital Assets	-	-	2,407,611.73	2,407,611.73
	Total Proceeds of Capital Asset Dispositions	-	-	2,407,611.73	2,407,611.73
	Total Estimated Revenues and Other Financing Sources	-	-	3,431,797.80	3,431,797.80

JE-_____

HIDALGO COUNTY
SCHEDULE OF REVISED 2007 REVENUE ESTIMATES
NEW SOURCES OF REVENUES

Budget Amendment			Increase 2007 Budget
1229	Sheriff - Federal Sharing - U.S. Department of Justice		
	Interest earnings	7-1229-361-10-000-000-0-000	4,800.00
			4,800.00
1232	Constable Precinct No. 5 Investigation Fund H.B. 65		
	Interest earnings	7-1232-361-10-000-000-0-000	65.00
			65.00
1235	District Clerk Records managements and Preservation Fee Fund		
	Interest earnings	7-1235-361-10-000-000-0-000	3,500.00
			3,500.00
1236	County Records Management and Preservation Fund		
	Title IV-D cases redirected and registration services	7-1236-331-00-090-001-0-000	27.73
	Interest earnings	7-1236-361-10-000-000-0-000	130.00
			157.73
1239	Court Reporter Service Fund		
	Interest earnings	7-1239-361-10-000-000-0-000	5,500.00
			5,500.00
1240	Juvenile Delinquency Prevention Fund		
	Juvenile delinquency prevention- district clerk	7-1240-341-10-090-001-0-000	100.00
	Juvenile delinquency prevention- county clerk	7-1240-341-10-180-001-0-000	20.00
	Interest earnings	7-1240-361-10-000-000-0-000	40.00
			160.00
1245	Justice Court Building Security Fund		
	Interest earnings	7-1245-361-10-000-000-0-000	1,000.00
			1,000.00
1249	Indigent Health Care Fund		
	Miscellaneous	7-1249-360-00-000-000-0-000	93,054.39
	Interest earnings	7-1249-361-10-000-000-0-000	102,343.37
			195,397.76
	Total Special Revenue Funds		$ 335,822.03

8/21/2007

AI-5244 **16.A.**

Pres. of plaque - M Gonzalez/appt. of ems #2 dist. comm.
CC REGULAR

Date: 08/28/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Comm. Handy
Department: BUDGET & MANAGEMENT
Agenda Area: Precinct #1

Information

CAPTION

1. Presentation of plaque to Mrs. Merelda Gonzalez
2. Appointment of Commissioner to the Emergency Services District #2

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/24/2007 02:06 PM	APRV
2	Purchasing Department		08/24/2007 04:42 PM	NEW

Form Started By: Monica Badillo — Started On: 08/24/2007 11:29 AM

Final Approval Date: 08/24/2007

AI-5166 **17.A.**

Transfer to Tower Road Project Account
CC REGULAR

Date: 08/28/2007
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Approval of 2007 Interdepartmental transfer from Precinct #2 P/U Right of Way to Tower Road (Moore-Balli) Right of Way in the amount of $25,000.00 (1202).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1202-431-00-122-006-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1202-431-00-122-006-0-711-->7-1202-431-00-122-027-0-711 $25,000.00; available balance as of 8/23/07 $48,365.75

Attachments

Link: inter-dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 03:57 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/23/2007 01:55 PM	APRV
3	Purchasing Department	Marty Salazar	08/23/2007 05:34 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 11:25 AM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:07 PM	APRV

Form Started By: Yolanda Cisneros Started On: 08/21/2007 02:22 PM

Final Approval Date: 08/24/2007

INTER-DEPARTMENTAL TRANSFER

DATE August 21, 2007

DEPARTMENT HEAD Hector "Tito" Palacios

DEPARTMENT NAME HIDALGO COUNTY PRECINCT NO. 2

ACCO NT N M ER 7-1202-431-00-122-XXX-X-XXX

S ECT **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1202-431-00-122-006-0-711	PCT 2 P/U RD - ROW	(25,000.00)
TO		
7-1202-431-00-122-027-0-711	TOWER RD (MOORE-BALLI) - ROW	$25,000.00
	Total udget (Increase/Decrease)	**0.00**

REASON TRANSFER NEEDED FOR CONTINUED OPERATION OF TOWER ROAD PROJECT

Department Head Signature

8/28/2007
Date

Approved Commissioners' Court

Attest County Clerk

AI-5164 **18.A.6.**

Lubricants

CC REGULAR

Date: 08/28/2007
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional six (6) months (as provided in contract) with Oil Patch Fuel & Supply, Inc. for Lubricants and Anti-Freeze Products.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Objects 682 & 683
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding availability please see the attached expense report date 8/22/07.

Attachments

Link: 2007 Exp Rpt for Obj 682 & 683 (8/22/07)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/22/2007 11:14 AM	APRV
2	Budget & Management	Dina Trevino	08/22/2007 03:51 PM	APRV
3	Dale Kennan	Dale Kennan	08/22/2007 04:06 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 01:46 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:07 PM	APRV

Form Started By: Mary Maldonado Started On: 08/21/2007 11:21 AM

Final Approval Date: 08/24/2007

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-413-00-110-006-0-682	CO JUDGE-GASOLINE/DIESEL	4,000.00	2,655.68	1,311.14	1,311.14	33.18	99.17
7-1100-414-00-130-001-0-682	ELECTIONS DEPT-GASONLINE/DIESEL	11,400.00	3,718.01	5,601.96	5,601.96	2,080.03	81.75
7-1100-415-15-140-001-0-682	TAX OFF-GASOLINE/DIESEL	5,000.00	.00	221.21	221.21	4,778.79	4.42
7-1100-415-18-160-001-0-682	PURCHASING-GASOLINE/DIESEL	2,000.00	741.91	758.09	758.09	500.00	75.00
7-1100-415-40-180-001-0-682	CO CLERK-GASOLINE/DIESEL	11,548.05	512.40	1,487.60	1,487.60	9,548.05	17.32
7-1100-419-10-210-001-0-682	PLANNING DEPT-GASOLINE/DIESEL	15,000.00	5,689.25	7,310.75	7,310.75	2,000.00	86.67
7-1100-419-40-220-001-0-682	GEN GOVT BLDG-GASOLINE/DIESEL	38,000.00	10,963.16	19,036.84	19,036.84	8,000.00	78.95
7-1100-419-40-220-001-0-683	GEN GOVT BLDG-LUBRICANTS	2,000.00	.00	.00	.00	2,000.00	.00
7-1100-419-40-220-002-0-682	BLDG MINOR ST-GASOLINE/DIESEL	12,000.00	2,839.65	3,160.35	3,160.35	6,000.00	50.00
7-1100-419-40-220-003-0-682	CRTHSE PK LOT-GASOLINE/DIESEL	7,000.00	4,558.51	1,941.49	1,941.49	500.00	92.86
7-1100-419-40-220-003-0-683	CRTHSE PK LOT-LUBRICANTS	100.00	.00	.00	.00	100.00	.00
7-1100-419-50-115-059-0-682	DBM-SAFETY DIV-GASOLINE/DIESEL	20,000.00	7,810.27	7,351.52	7,351.52	4,838.21	75.81
7-1100-419-50-115-059-0-683	DBM-SAFETY DIV-LUBRICANTS	50.00	.00	.00	.00	50.00	.00
7-1100-421-00-280-001-0-682	SHERIFF-GASOLINE/DIESEL	56,000.00	622.52	18,535.90	18,535.90	36,841.58	34.21
7-1100-421-00-280-001-0-683	SHERIFF-LUBRICANTS	25,000.00	.00	20,541.62	20,541.62	4,458.38	82.17
7-1100-421-00-291-001-0-682	CONSTABLE PCT.1-GASOLINE/DIESEL	19,000.00	8,522.86	9,698.77	9,698.77	778.37	95.90
7-1100-421-00-292-001-0-682	CONSTABLE PCT.2-GASOLINE/DIESEL	20,000.00	13,141.86	6,858.14	6,858.14	.00	100.00
7-1100-421-00-293-001-0-682	CONSTABLE PCT.3-GASOLINE/DIESEL	35,000.00	12,390.78	17,824.29	17,824.29	4,784.93	86.33
7-1100-421-00-294-001-0-682	CONSTABLE PCT.4-GASOLINE/DIESEL	30,000.00	4,546.66	11,104.59	11,104.59	14,348.75	52.17
7-1100-421-00-294-001-0-683	CONSTABLE PCT.4-LUBRICANTS	1,000.00	.00	.00	.00	1,000.00	.00
7-1100-421-00-295-001-0-682	CONSTABLE PCT.5-GASOLINE/DIESEL	20,000.00	10,912.47	9,087.53	9,087.53	.00	100.00
7-1100-422-10-300-001-0-682	FIREFIGHTING-GASOLINE/DIESEL	20,000.00	9,291.62	8,841.30	8,841.30	1,867.08	90.66
7-1100-422-10-300-001-0-683	FIREFIGHTING-LUBRICANTS	300.00	.00	.00	.00	300.00	.00
7-1100-423-21-280-002-0-682	JAIL-GASOLINE/DIESEL	15,000.00	.00	53.00	53.00	14,947.00	.35
7-1100-423-21-280-002-0-683	JAIL-LUBRICANTS	1,000.00	.00	.00	.00	1,000.00	.00
7-1100-423-32-330-001-0-682	JUV DET HM-GASOLINE/DIESEL	2,500.00	1,335.83	1,164.17	1,164.17	.00	100.00
7-1100-432-00-121-001-0-683	SANITATION PCT.1-LUBRICANTS	3,000.00	.00	539.99	539.99	2,460.01	18.00
7-1100-432-00-122-001-0-682	SANITATION PCT.2-GASOLINE/DIESEL	4,500.00	.00	.00	.00	4,500.00	.00
7-1100-432-00-122-001-0-683	SANITATION PCT.2-LUBRICANTS	1,400.00	.00	.00	.00	1,400.00	.00
7-1100-432-00-123-001-0-682	SANITATION PCT.3-GASOLINE/DIESEL	500.00	200.00	.00	.00	300.00	40.00

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
7-1100-432-00-123-001-0-683	SANITATION PCT.3-LUBRICANTS	1,700.00	335.00	1,110.90	1,110.90	254.10	85.05
7-1100-432-00-124-001-0-682	SANITATION PCT.4-GASOLINE/DIESEL	500.00	.00	.00	.00	500.00	.00
7-1100-432-00-124-001-0-683	SANITATION PCT.4-LUBRICANTS	1,000.00	1,000.00	.00	.00	.00	100.00
7-1100-441-00-340-001-0-682	HEALTH ADM-GASOLINE/DIESEL	50,000.00	14,823.82	27,106.44	27,106.44	8,069.74	83.86
7-1100-461-00-380-001-0-682	TX COOP EXTENSION-GASOLINE/DIESEL	5,215.50	1,431.00	2,952.43	2,952.43	832.07	84.05
1100 GENERAL FUND		**440,713.55**	**118,043.26**	**183,600.02**	**183,600.02**	**139,070.27**	**68.44**
1200 R&B COUNTY WIDE							
7-1200-431-00-122-004-0-682	CO SHOP-GASOLINE/DIESEL	9,500.00	3,918.02	5,044.54	5,044.54	537.44	94.34
7-1200-431-00-122-004-0-683	CO SHOP-LUBRICANTS	1,680.00	.00	.00	.00	1,680.00	.00
7-1200-431-00-260-001-0-682	R-O-W DEPT-GASOLINE/DIESEL	20,000.00	1,300.48	8,788.90	8,788.90	9,910.62	50.45
1200 R&B COUNTY WIDE		**31,180.00**	**5,218.50**	**13,833.44**	**13,833.44**	**12,128.06**	**61.10**
1201 R&B PRECINCT NO.1							
7-1201-431-00-121-005-0-683	PCT.1 P/U RD-LUBRICANTS	10,000.00	249.99	7,449.89	7,449.89	2,300.12	77.00
1201 R&B PRECINCT NO.1		**10,000.00**	**249.99**	**7,449.89**	**7,449.89**	**2,300.12**	**77.00**
1202 R&B PRECINCT NO.2							
7-1202-431-00-122-005-0-682	PCT.2 RD ADM-GASOLINE/DIESEL	2,000.00	.00	.00	.00	2,000.00	.00
7-1202-431-00-122-006-0-682	PCT.2 P/U RD-GASOLINE/DIESEL	8,000.00	.00	.00	.00	8,000.00	.00
7-1202-431-00-122-006-0-683	PCT.2 P/U RD-LUBRICANTS	10,000.00	.00	4,235.00	4,235.00	5,765.00	42.35
1202 R&B PRECINCT NO.2		**20,000.00**	**.00**	**4,235.00**	**4,235.00**	**15,765.00**	**21.18**
1203 R&B PRECINCT NO.3							
7-1203-431-00-123-005-0-682	PCT.3 P/U RD-GASOLINE/DIESEL	1,000.00	.00	.00	.00	1,000.00	.00
7-1203-431-00-123-005-0-683	PCT.3 P/U RD-LUBRICANTS	17,922.73	1,833.85	8,258.25	8,258.25	7,830.63	56.31
1203 R&B PRECINCT NO.3		**18,922.73**	**1,833.85**	**8,258.25**	**8,258.25**	**8,830.63**	**53.33**
1204 R&B PRECINCT NO.4							
7-1204-431-00-124-007-0-682	PCT.4 P/U RD-GASOLINE/DIESEL	500.00	.00	.00	.00	500.00	.00
7-1204-431-00-124-007-0-683	PCT.4 P/U RD-LUBRICANTS	11,000.00	1,620.66	7,284.13	7,284.13	2,095.21	80.95
1204 R&B PRECINCT NO.4		**11,500.00**	**1,620.66**	**7,284.13**	**7,284.13**	**2,595.21**	**77.43**
1211 PARKS PRECINCT NO.1							
7-1211-452-00-121-013-0-683	PARKS PCT.1-LUBRICANTS	1,500.00	.00	14.90	14.90	1,485.10	.99
1211 PARKS PRECINCT NO.1		**1,500.00**	**.00**	**14.90**	**14.90**	**1,485.10**	**.99**
1212 PARKS PRECINCT NO.2							
7-1212-452-00-122-008-0-682	PARKS PCT.2-GASOLINE/DIESEL	5,000.00	3,063.41	1,436.59	1,436.59	500.00	90.00
7-1212-452-00-122-008-0-683	PARKS PCT.2-LUBRICANTS	500.00	.00	.00	.00	500.00	.00
1212 PARKS PRECINCT NO.2		**5,500.00**	**3,063.41**	**1,436.59**	**1,436.59**	**1,000.00**	**81.82**
1213 PARKS PRECINCT NO.3							

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1213 PARKS PRECINCT NO.3							
7-1213-452-00-123-008-0-683	PARKS PCT.3-LUBRICANTS	100.00	.00	.00	.00	100.00	.00
1213 PARKS PRECINCT NO.3		**100.00**	**.00**	**.00**	**.00**	**100.00**	**.00**
1214 PARKS PRECINCT NO.4							
7-1214-452-00-124-009-0-682	PARKS PCT.4-GASOLINE/DIESEL	300.00	.00	.00	.00	300.00	.00
7-1214-452-00-124-009-0-683	PARKS PCT.4-LUBRICANTS	1,000.00	.00	.00	.00	1,000.00	.00
1214 PARKS PRECINCT NO.4		**1,300.00**	**.00**	**.00**	**.00**	**1,300.00**	**.00**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
7-1222-412-00-080-006-0-682	DA BAD CK-GASOLINE/DIESEL	6,000.00	4,069.06	1,911.11	1,911.11	19.83	99.67
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**6,000.00**	**4,069.06**	**1,911.11**	**1,911.11**	**19.83**	**99.67**
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND							
7-1246-415-15-140-003-0-682	TAX OFF-GASOLINE/DIESEL	.00	.00	.00	.00	.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND		**.00**	**.00**	**.00**	**.00**	**.00**	**.00**
1284 DESIGNATED PURPOSE GRANTS LVL 4							
7-1284-421-00-280-031-6-682	CDJ OPERATION LINEBACKER-GASOLINE/DIESEL	200.00	.00	.00	.00	200.00	.00
7-1284-421-00-280-031-6-683	CDJ OPERATION LINEBACKER-LUBRICANTS	73.00	.00	.00	.00	73.00	.00
7-1284-421-00-280-035-7-683	TBSC OPERATION LINEBACKER-LUBRICANTS	151.00	.00	.00	.00	151.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4		**424.00**	**.00**	**.00**	**.00**	**424.00**	**.00**
1285 DESIGNATED PURPOSE GRANTS LVL 5							
7-1285-421-00-293-006-7-682	LRGVDC-SOLID WASTE PCT3-GASOLINE/DIESEL	2,800.00	.00	1,656.82	1,656.82	1,143.18	59.17
7-1285-421-00-293-009-7-682	CONST PCT 3 BSEO-GASOLINE/DIESEL	1,000.00	.00	.00	.00	1,000.00	.00
1285 DESIGNATED PURPOSE GRANTS LVL 5		**3,800.00**	**.00**	**1,656.82**	**1,656.82**	**2,143.18**	**43.60**
1291 HIDTA							
7-1291-412-00-270-002-0-682	HIDTA TF COMMAND CTR-GASOLINE/DIESEL	3,000.00	1,066.65	933.35	933.35	1,000.00	66.67
7-1291-412-00-270-003-6-682	HIDTA TASK FORCE-GASOLINE/DIESEL	12,203.24	1,426.91	10,776.33	10,776.33	.00	100.00
7-1291-412-00-270-003-7-682	HIDTA TASK FORCE-GASOLINE/DIESEL	24,000.00	15,736.75	4,258.25	4,258.25	4,005.00	83.31
1291 HIDTA		**39,203.24**	**18,230.31**	**15,967.93**	**15,967.93**	**5,005.00**	**87.23**
1292 WIC							
7-1292-441-00-350-001-7-682	WIC ADM-GASOLINE/DIESEL	6,432.15	85.42	5,914.58	5,914.58	432.15	93.28
1292 WIC		**6,432.15**	**85.42**	**5,914.58**	**5,914.58**	**432.15**	**93.28**
1293 HEALTH DEPARTMENT							
7-1293-441-00-340-005-0-682	H.D. ADM-GASOLINE/DIESEL	10,000.00	.00	.00	.00	10,000.00	.00
7-1293-441-00-340-008-7-682	T.B. CONTROL-GASOLINE/DIESEL	712.55	515.53	197.02	197.02	.00	100.00
7-1293-441-00-340-013-6-682	TDH PHPSB-GASOLINE/DIESEL	1,527.85	559.54	895.45	895.45	72.86	95.23
7-1293-441-00-340-013-8-682	TDH PHPSB-GASOLINE/DIESEL	500.00	.00	.00	.00	500.00	.00
1293 HEALTH DEPARTMENT		**12,740.40**	**1,075.07**	**1,092.47**	**1,092.47**	**10,572.86**	**17.01**

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
7-1295-423-00-330-028-0-682	WESL B/C-GASOLINE/DIESEL	4,962.43	1,504.92	3,457.08	3,457.08	.43	99.99
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**4,962.43**	**1,504.92**	**3,457.08**	**3,457.08**	**.43**	**99.99**
1297 ADULT PROBATION							
7-1297-423-00-320-002-7-682	BASIC SUPERVISION-GASOLINE/DIESEL	4,897.33	2,510.97	426.36	426.36	1,960.00	59.98
7-1297-423-00-320-005-7-682	RESTITUTION CTR-GASOLINE/DIESEL	36,841.61	11,576.07	17,265.54	17,265.54	8,000.00	78.29
7-1297-423-00-320-008-7-682	COMM CORR-GASOLINE/DIESEL	2,388.52	108.36	1,280.16	1,280.16	1,000.00	58.13
1297 ADULT PROBATION		**44,127.46**	**14,195.40**	**18,972.06**	**18,972.06**	**10,960.00**	**75.16**
7 YEAR		**658,405.96**	**169,189.85**	**275,084.27**	**275,084.27**	**214,131.84**	**67.48**

AI-5168 **18.A.7.**

Modification to Burial Services Contract
CC REGULAR

Date: 08/28/2007
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of a Modification to the current contract with Memorial Funeral Home in connection with burial services, reflecting the deletion of cremation services of unidentified pauper remains (John Doe's) pursuant to Attorney General Opinion No. GA-0543

BACKGROUND

Attorney Generals opinion

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1100-444-00-240-002-0-345
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $66,080.00 as of 8/23/07.

Attachments

Link: Pauper Cremation

Link: Modification to pauper cremation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/23/2007 01:50 PM	APRV
2	Budget & Management	Dina Trevino	08/23/2007 03:26 PM	APRV
3	Dale Kennan	Dale Kennan	08/23/2007 04:16 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 02:11 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:38 PM	APRV

Form Started By: Mary Maldonado Started On: 08/21/2007 02:45 PM

Final Approval Date: 08/24/2007

ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

April 26, 2007

The Honorable Royce West
Chair, Committee on Intergovernmental Relations
Texas State Senate
Post Office Box 12068
Austin, Texas 78711-2068

Opinion No. GA-0543

Re: Whether, in light of section 716.101 of the Health and Safety Code, a county may cremate an unidentified deceased pauper's remains (RQ-0551-GA)

Dear Senator West:

Health and Safety Code section 694.002(a), which requires a county commissioners court to "provide for the disposition" of a deceased pauper's body, implicitly permits the county to dispose of a pauper's remains by cremation. TEX. HEALTH & SAFETY CODE ANN. § 694.002(a) (Vernon 2003); *see* Tex. Att'y Gen. Op. Nos. GA-0301 (2005) at 2, JC-0228 (2000) at 5. Section 716.101 of the same code, however, prohibits a crematory from accepting unidentified human remains for cremation. *See, e.g.*, TEX. HEALTH & SAFETY CODE ANN. § 716.101 (Vernon Supp. 2006). On behalf of Senator Juan "Chuy" Hinojosa, you ask whether, in light of section 716.101, a county may have the remains of unidentified deceased paupers cremated.[1]

Section 694.002(a) requires a county commissioners court to "provide for the disposition of the body of a deceased pauper." TEX. HEALTH & SAFETY CODE ANN. § 694.002(a) (Vernon 2003). The commissioners court may adopt rules implementing this requirement. *See id.* Although no Texas court has considered a county's authority to cremate remains under section 694.002(a), this office has construed the subsection to authorize a commissioners court "to dispose of paupers' remains by burial, by donating the bod[ies] to a medical facility, or by cremation." Tex. Att'y Gen. Op. Nos. GA-0301 (2005) at 1, JC-0228 (2000) at 5. The means of disposition and the method by which the county selects a means of disposition are for the commissioners court to determine. *See* Tex. Att'y Gen. Op. Nos. GA-0301 (2005) at 2, JC-0228 (2000) at 5.

Chapter 716 of the Health and Safety Code regulates the operation of crematory establishments.[2] *See* TEX. HEALTH & SAFETY CODE ANN. ch. 716 (Vernon Supp. 2006); *see also*

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[1]*See* Letter from Honorable Royce West, Chair, Committee on Intergovernmental Relations, Texas State Senate, to Honorable Greg Abbott, Attorney General of Texas, at 1 (Nov. 3, 2006) (on file with the Opinion Committee, *also available at* http://www.oag.state.tx.us) [hereinafter Request Letter].

[2]No person may conduct a crematory business in this state unless the owner or operator of the crematory "holds a crematory establishment license" issued by the Texas Funeral Service Commission. TEX. OCC. CODE ANN. §

(continued...)

id. § 716.001(10) (defining "crematory establishment" as "a business that operates a crematory for which a license is required under Subchapter N, Chapter 651, Occupations Code"). Under section 716.101, which you cite, "[a] crematory establishment may not accept for cremation unidentified human remains." *Id.*

You suggest that we should interpret section 716.101 to distinguish between unidentified remains brought to a crematory establishment by counties and those brought by other entities or individuals.[3] *See* Request Letter, *supra* note 1, at 2. But the Legislature has not, in section 716.101 or in any other statute of which we are aware, articulated such a distinction. Neither section 716.101 nor any other statute (such as Health and Safety Code section 694.002) excepts from chapter 716's requirements a county that is fulfilling its statutory duty to dispose of unidentified paupers' remains. *See, e.g.*, TEX. HEALTH & SAFETY CODE ANN. § 694.002 (Vernon 2003); *id.* § 716.101 (Vernon Supp. 2006). Moreover, were we to construe section 716.101 to create an exception for unidentified remains brought by a county, we would implicitly create a parallel exception to all of the other provisions in chapter 716 requiring identification of the remains. *See, e.g.*, TEX. HEALTH & SAFETY CODE ANN. § 716.052(a)(1) (Vernon Supp. 2006) (requiring the cremation form that must be received with the remains to identify the deceased person); *id.* § 716.102(a)(6) (requiring a crematory establishment to provide a receipt that identifies the deceased person to a representative of a funeral establishment); *id.* § 716.155(a) (requiring a crematory establishment to place cremated remains "with proper identification" into a temporary container or urn); *id.* § 716.251(a)(1) (requiring a crematory establishment to maintain a record listing the names of the deceased persons whose remains it has cremated).

Because a crematory establishment cannot accept unidentified remains for cremation, section 716.101 effectively abrogates a county's authority to dispose of an unidentified pauper's remains by cremation under section 694.002(a).[4] *See id.* § 716.101. Of course, chapter 716 does not affect a county's authority under section 694.002 to have the remains of an identified pauper cremated. *Cf.* TEX. GOV'T CODE ANN. §§ 311.025, .026 (Vernon 2005) (encouraging a construer to interpret statutes so that they harmonize or create limited exceptions).

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[2](...continued)
651.656(a) (Vernon 2004); *see also id.* § 651.001(2) (defining "commission"); 22 TEX. ADMIN. CODE § 205.3 (2006) (Tex. Funeral Serv. Comm'n, Crematory License Requirement and Procedure).

[3]You indicate that the costs of cremation are "substantially less" than the costs associated with burial. Request Letter, *supra* note 1, at 1. Using Hidalgo County as an example, you state that "it currently costs the county $250 for each cremation and $1050 for each burial." *Id.*; *see also* Hearings on H.B. 2301 Before the House Comm. on County Affairs, 76th Leg., R.S. (Mar. 17, 1999) (statement of Representative Farabee) (estimating the normal cost of burial as $1,200 and the normal cost of cremation as $800).

[4]Section 716.201 of the Health and Safety Code authorizes a crematory to "refuse to accept deceased human remains or to perform a cremation if the crematory establishment . . . is aware of . . . any . . . lawful reason for refusing to accept or cremate the remains" unless the cremation is "authorized by a valid court order." TEX. HEALTH & SAFETY CODE ANN. § 716.201(a)–(b) (Vernon Supp. 2006). You do not ask, and we do not consider here, whether a crematory establishment could accept the remains of an unidentified pauper under section 716.201(a)(3) if the county had obtained a court order, even though section 716.101 specifically prohibits the acceptance of unidentified remains. *Cf.* TEX. GOV'T CODE ANN. § 311.026(b) (Vernon 2005) (stating that if a general provision irreconcilably conflicts with a special provision adopted at the same time, "the special . . . provision prevails as an exception to the general provision").

SUMMARY

Despite its authority to dispose of the body of an unidentified deceased pauper under section 694.002(a) of the Health and Safety Code by cremation, section 716.101 of the same code prohibits a crematory establishment from accepting such remains for cremation. Accordingly, a county may not have the remains of an unidentified pauper cremated.

Very truly yours,

GREG ABBOTT
Attorney General of Texas

KENT C. SULLIVAN
First Assistant Attorney General

ELLEN L. WITT
Deputy Attorney General for Legal Counsel

NANCY S. FULLER
Chair, Opinion Committee

Kymberly K. Oltrogge
Assistant Attorney General, Opinion Committee

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

MODIFICATION
TO SERVICE CONTRACT
C-04-203-09-28

HIDALGO COUNTY

WHEREAS, on the 28th day of September, 2004, Memorial Funeral Home and Hidalgo County entered into a contract for Burial Services for Paupers

WHEREAS, MEMORIAL FUNERAL HOME. and Hidalgo County now desire to modify the contract to reflect the cremation of an unidentified deceased paupers remains.

NOW THEREFORE, Pursuant to the Attorney General of Texas Opinion No. GA-0543 a county may not have the remains of an unidentified pauper cremated.

EXECUTED on the _____ day of _____ , 2007.

Hidalgo County

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

MEMORIAL FUNERAL HOME.

By:_____

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

Approved on Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

AI-5190 **18.A.8.**

Comdata Fuel Cards
CC REGULAR

Date: 08/28/2007
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Yvette Islas
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, and approval of Comdata Fuel Card(s) application(s) to be forwarded to Comdata Corporation as submitted by the following listed department detailing the "holder and user" under awarded contract for "Retail Fuel Card and Related Services" with State Council of Competitive Government under Texas Building and Procurement Commission, (TBPC) Cooperative Purchasing Program:
-Purchasing Department

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-18-160-001-0-682
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $500.00 as of 8/23/07.

Attachments

Link: purchasing comdata application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/22/2007 04:00 PM	APRV
2	Budget & Management	Dina Trevino	08/22/2007 08:42 PM	APRV
3	Dale Kennan	Dale Kennan	08/23/2007 08:37 AM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 02:13 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:38 PM	APRV

Form Started By: Yvette Islas Started On: 08/22/2007 10:36 AM

Final Approval Date: 08/24/2007

Billing Profiles for: *Hidalgo County Purchasing Department*

Billing Cycle to be: **Monthly**

Agency's Federal Tax ID: ***74-6000717***

Monthly Spend	Billing Profile	Sub-Profile	Billing Entity Name	Mailing Address	Address 2	City	State	Zip	Attn Name	Phone Number	Secondary Contact Name
	A										
		1	Hidalgo County Purchasing Department	100 E Cano, 4th Floor		Edinburg	TX	78539	Nielda Cavzos	(956) 318-2626	Yvette Islas

Authorized Users Profiles for: *HIDALGO COUNTY*

Note: this list is for folks that need authority to call Comdata and request help for updating cards, or requesting account support. Also, these folks will have User ids setup and will be trained on Comdata's iConnectData website as well as TransMontaigne's website. Hidalgo County Purchasing Department

Billing Profile	**Sub-Profile**	**Name of User**	**Email Address**	**Phone Number**	**After Hours Contact Number**	**Web User Name** (may customize, but must be at least 6 characters w/ a max of 20)	**Web Password** (may customize, must be at least 6 characters w/ a max of 20)	**Codeword** (can be 3 - 20 characters in length alpha and numeric or either)--the Codeword is **unique** to each **Person**.	**Report Level Access: (T or I)** T=Transaction Reporting only. I=Transaction and Invoice Reporting
A		Martha L. Salazar	martha.salazar@co.hidalgo.tx.us	956-318-2626		msalazar			T & I
		Nielda Cavazos	nielda.cavazos@co.hidalgo.tx.us	956-318-2626		ncavazos			T & I
		Yvette S. Islas	yvette.islas@co.hidalgo.tx.us	956-318-2626		yislas			T & I
		Darlene H. Betancourt	darlene.betancourt@co.hidalgo.tx	956-318-2626		dbetancourt			T & I
			this is for anyone who will be calling in or accessing via internet for any reason, i.e. invoices, accts status, etc.						
			all areas marked must be completed for each person on list						
			all general card holderr/users will not need tob e on here remove anyone you think does not need to be on here)						

Driver List for: *HIDALGO COUNTY*

Purchasing Department

Billing Profile	Sub-Profile	Driver ID/PIN	Last Name	First Name
A	001	0000	Salazar	Martha
		0000	Vela	Ramon
		0000	Garcia	Agueda
		0000	Betancourt	Darlene
		0000	Alvarado	Juan
		0000	Garza	Oscar
		0000	Saenz	Leticia
		0000	Villarreal	Rocio
		0000	Maldonado	Mary
		0000	Garcia	Evangelina
		0000	Salazar	Moises
		0000	Navarro	Gabriel
		0000	Alvarado	Eugenia
		0000	Flores	Rolando
		0000	Villarreal	Griselda
		0000	Montero	Olga
		0000	Islas	Yvette
		0000	Montalvo	Sandra
		0000	Faz	Matilde
		0000	Cavazos	Nielda
		0000	Gomez	Elena
		0000	Lopez	Maria Eliza
		0000	Torres	Priscilla
		0000	De Lira	Tanya
		0000	Moya	Laura

Purchasing Profiles for: *HIDALGO COUNTY*

Hidalgo County Purchasing Department

POS Prompt Choices
1 = Trip(ID#) & Odometer
2 = Vehicle # & Odometer
3 = Cardholder ID & Odometer
4 = Odometer Only
5 = No POS Prompting

Billing Profile	Sub-Profile	Purchase Profile #	Monthly Spend Limit	or	Weekly Spend Limit	or	Daily Spend Limit	or	Per Transaction Spend Limit	Daily Transaction Limit	Profile Description/Name	POS Prompt
A		001							$100.00	3	Purchasing General Profile	3

Equipment List for: *HIDALGO COUNTY Purchasing Department*

			Last Name Field	*First Name Field*		Hier. 1	Hier. 2	Hier. 3	Hier. 4	Hier. 5
Billing Profile	**Sub-Profile**	**Purchase Profile**	**Emboss on Card as Last Name**	**Veh Number**	**Vehicle Description**	**Hier 1 name**	**Hier 2 name**	**Hier 3 name**	**Hier 4 name**	**Hier 5 name**
A			VEHICLE	001	1997 Chevy 350 Pick Up Truck					
			VEHICLE	002	2001 Ford F-150 Pick Up Truck					
			VEHICLE	003	1994 Ford Crwon Victoria					

Card Name: *HIDALGO COUNTY Purchasing Department*
Card Name:
Name to Appear on Card: 16 alpha-numeric/blank spaces with "-TMG" at the end--"***type Name to Appear on card here***-TMG"
Examples:
1234567890ABCDEF-TMG
HCPD-TMG

Misc Notes for: *HIDALGO COUNTY*
Misc Notes:
Vehicle Cards

AI-5158 **18.A.9.**

398TH REMOVAL OF FIXED ASSET ITEMS
CC REGULAR

Date: 08/28/2007
Submitted By: Esther Cantu, 398TH DISTRICT COURT
Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:
Approval to remove the following fixed asset items from inventory:
A. Norstar Compact Interg Syst. - Asset No. 34123 - replaced with new Shortel 560
B. Dell Dimension XPS T500 Mhz - Asset No. 34120
C. Dell Inspiron 7500 - Asset No. 34212
D. Inspiron 7500 Celeron Integr. - Asset No. 34215

BACKGROUND

Inventory was left on inventory list by predecessor and it no longer can be accounted for.

Fiscal Impact

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 02:39 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/22/2007 03:08 PM	APRV
3	Dina Trevino	Dina Trevino	08/23/2007 03:30 PM	APRV
4	Purchasing Department	Marty Salazar	08/24/2007 07:06 AM	APRV
5	Auditor's Office	Linda Fong	08/24/2007 02:21 PM	APRV
6	Court Administrator	Monica Badillo	08/24/2007 02:38 PM	APRV
Form Started By: Esther Cantu			Started On: 08/20/2007 02:19 PM	
Final Approval Date: 08/24/2007				

Asset Maintenance - FIXM01A

Tag No 034120 Description DELL DIMENSION XPS T500MHZ (UNL) Tag Id 74641 Asset Total 1,796.00

Header | Items | Transfers | History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	DELL DIMENSION XPS T500MHZ	12-21-1999	6.0	1.000	1,796.00	1,796.00

Manufacturer	Year	Model No	Serial No	License No	Class	Fuel	Client Id No

PO NO	PO Date	Vendor		Invoice No	Check Key
266964	11-03-1999	178136	DELL MARKETING L.P.	300716560	183242

Disp Code | Disp Date | Disposal Processed | Last Date Depr | Accum Depr

Comment | Edit | Salvage Value 179.60 | Cur Amt Depr .00

Responsibility 1 | Responsibility 2

Account Number		Amount
5-1100-412-00-009-001-0-743	398TH DC-OFFICE EQUIPMENT	1,796.00

Account Total 1,796.00

Agenda Items

present to c/c

to remove Items from Inventory left dog on List By predecessor and which no longer can be accounted for.

Monica

105

Asset Maintenance - FIENT01A 12/05/06 12:00 pm

Tag No 034212 Description DELL INSPIRON 7500 (UNL) Tag Id 74732 Asset Total 2,429.00

Header | Items | Transfers | History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	DELL INSPIRON 7500	01-10-2000	6.0	1.000	2,429.00	2,429.00

Manufacturer	Year	Model No	Serial No	License No	Class	Fuel	Client Id No
			Y3PJ3				

PO NO	PO Date	Vendor		Invoice No	Check Key
288964	11-03-1999	178138	DELL MARKETING L.P.	300561263	163916

Disp Code | Disp Date | Disposal Processed | Last Date Depr | Accum Depr

Comment | Edit | Salvage Value 242.90 | Cur Amt Depr .00

Responsibility 1 | Responsibility 2

Account Number		Amount
5-1100-412-00-007-001-0-743	Account not on file	2,429.00

Account Total 2,429.00

4.85

Asset Maintenance - FIESTOTA 12/05/06 12:00 pm

Tag No 034215 Description INSPIRON 7500 CELERON INTEGR (UNL) Tag Id 74735 Asset Total 2,997.00

Header | Items | Transfers | History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	INSPIRON 7500 CELERON INTEGR	01-31-2000	6.0	1.000	2,997.00	2,997.00

Manufacturer	Year	Model No	Serial No	License No	Class	Fuel	Client Id No

PO NO	PO Date	Vendor		Invoice No	Check Key
291367	12-09-1999	178136	DELL MARKETING L.P.	317775252	164721

Disp Code | Disp Date | ☐ Disposal Processed | Last Date Depr | Accum Depr

Comment | Edit | Salvage Value 299.70 | Cur Amt Depr .00

Responsibility 1 | Responsibility 2

Account Number		Amount
8-1100-412-00-007-001-0-743	Account not on file	2,997.00

Account Total 2,997.00

505

Asset Maintenance - FIENTOIA 12/05/06 12:00 pm

Tag No 034123 Description NORSTAR COMPACT INTEGR.SYS. Tag Id 74644 Asset Total 2,663.15

Header | Items | Transfers | History

Item No	Description	Received	Est Life	Quantity	Unit Price	Extended Cost
1	NORSTAR COMPACT INTEGR.SYS.	12-21-1999	7.0	1.000	2,663.15	2,663.15

Manufacturer	Year	Model No	Serial No	License No	Class	Fuel	Client Id No

PO NO	PO Date	Vendor		Invoice No	Check Key
289157	11-09-1999	209686	SBC	C1737818	183404

Disp Code | Disp Date | Disposal Processed | Last Date Depr | Accum Depr

Comment | Edit | Salvage Value 266.32 | Cur Amt Depr .00

Responsibility 1 | Responsibility 2

Account Number		Amount
5-1100-412-00-009-001-0-743	398TH DC-OFFICE EQUIPMENT	2,663.15

Account Total 2,663.15

Agenda Item

present to C/C to Remove as old system is replaced with new system under Shore Tel 560.

398th Court.

1 of 1

AI-5148 **18.B.1.**

Computers Purchase
CC REGULAR

Date: 08/28/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

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Information

CAPTION

BOOT CAMP
Requesting authority to purchase computer equipment and peripherals from state awarded vendors through our membership/participation with TBPC CooperativePurchasing Programs:

A. Department of Information Resources "DIR"
DELL MARKETING L. P. - DIR-SDD-192 for requisition #116438 for the total of $13,040.40.

B. Department of Information Resources "DIR"
DELL MARKETING L. P. - DIR-SDD-192 for requisition #116439 for the total of $21,569.00

C. Department of Information Resources "DIR"
CDW GOVERNMENT INC. - DIR-SDD-223 for requisition # 116491 for the total of $5,727.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 71297423003200137662
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
$ 13,040.40 available in requisition # 116438 as of 08/24/07.

FISCAL YEAR: 2007 **ACCT. #:** 71297423003200137662
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
$ 21,569.00 available in requisition # 116439 as of 08/24/07.

FISCAL YEAR: 2007 **ACCT. #:** 71297423003200027745
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

$ 5,727.00 available in requisition # 116491 as of 08/24/07.

Attachments

Link: DIR-BOOT CAMP

Link: Requisition 116491

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/23/2007 01:37 PM	APRV
2	Budget & Management	Dina Trevino	08/23/2007 03:24 PM	APRV
3	Erika Reyna	Erika Reyna	08/24/2007 01:37 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 02:24 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:38 PM	APRV

Form Started By: Matilde Faz Started On: 08/17/2007 02:22 PM

Final Approval Date: 08/24/2007

Requisition
BOOT CAMP

Req # 00116438
PO #
Date: 08/16/07

Regular
5148
8/28/07

Bill To: x
x

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

Ship To: BOOT CAMP
1000 M. RD
P.O. Box 1109
EDINBURG TX 78540

Contact:

Contract No:

Special Instructions:
Req.#719

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
15	EACH	Optiplex 745 2 Duo E4300/1.8ghz, 2M Computer (to include Monitor, Keyboard, Mouse)	869.36	13,040.40
		Account No	Encumbrance	
		7-1297-423-00-320-013-7-662	13,040.40	
			Freight	.00
			Total	13,040.40

DIR
Regular

Authorized By: _____

PURCHASE REQUISITION

TO: Accounting Section Ctrl # 989132

FROM: Hidalgo County Boot Camp on 8/16/07 @ 11:41

DATE: August 15, 2007

ACCT. #: 7-1297-423-00-320-013-7-662

DEPT. REQ. # 719 —

CO. REQ # 116438 on 8/16/07 @ 10:50

	Vendor #1	Vendor #2	Vendor #3
	Dell Inc.		
	One Dell Way		
	Round Rock, Tx 78682		
	1-800-981-3355		
Contact:	Alex M.	Contact:	Contact:
Vendor #:	178156	Vendor #:	Vendor #:

Stock #	Description	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Optiplex 745 2 Duo E4300/1.8ghz, 2M Computer	15	each	869.36	13,040.40		0.00		0.00
	(to include Monitor, Keyboard,Mouse)								

TOTAL:	$13,040.40	$0.00	$0.00

Justification:

Computer Systems to upgrade existing computers

IT Dept. verified quote as DIR Vendor.

DIR-SDD-192

Contract #9913578

REQ. PREPARED BY: Melissa Garza

APPROVED:

B/C DIRECTOR Robert Lozano DATE: 8-15-07

08/22/2007 10:01 FAX 9563182488 HIDALGO COUNTY CSCD 002/009

PURCHASE REQUISITION

TO: Accounting Section Ctrl-# 939132

FROM: Hidalgo County Boot Camp on 8/16/07 @ 11:41

DATE: August 15, 2007

ACCT. #: 7-1297-423-00-320-013-7-662

DEPT. REQ. # 719 —

CO. REQ # 116426 on 8/16/07 @ 10:57

Vendor #1	Vendor #2	Vendor #3
Dell Inc.		
One Dell Way		
Round Rock, Tx 78682		
1-800-981-3355		
Contact: Alex M.	Contact:	Contact:
Vendor #: 122136	Vendor #:	Vendor #:

Stock #	Description	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Optiplex 745 2 Duo E4300/1.8ghz, 2M Computer	15	each	869.36	13,040.40		0.00		0.00
	(to include Monitor, Keyboard,Mouse)								

Justification:
Computer Systems to upgrade existing computers
IT Dept. verified quote as DIR Vendor.
DIR-SDD-192
Contract #9913578

TOTAL: $13,040.40 $0.00 $0.00

REQ. PREPARED BY: Melissa Garza

APPROVED:
B/C DIRECTOR Robert Lozano DATE: 8-15-07

08/21/2007 16:38 FAX 9563182488 HIDALGO COUNTY CSCD 022/030

DELL

QUOTATION

QUOTE #: 379774180
Customer #: 47526088
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 8/9/07
Customer Name: HOMER SALINAS REHAB CENTER

Date: 8/9/07 8:52:53 AM

TOTAL QUOTE AMOUNT:	$13,040.40		
Product Subtotal:	$13,040.40		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 15	SYSTEM PRICE: $869.36	GROUP TOTAL: $13,040.40
Base Unit:	OptiPlex 745 Small Form FactorCore 2 Duo E4300/1.80GHz,2M 800FSB,No VT (222-7486)		
Processor:	NTFS File System,Factory Install (420-3699)		
Memory:	1.0GB,Non-ECC,667MHz DDR2 1x1GB,OptiPlex 745 and 320 (311-5038)		
Keyboard:	Dell USB Keyboard,No Hot Keys English,Black,Optiplex (310-8010)		
Monitor:	Dell UltraSharp 1708FP Flat Panel with Height Adjustable Stand,17.0 Inch VIS,OptiPlex Precision and Latitude (320-5291)		
Video Card:	Integrated Video,GMA3000,Dell OptiPlex 745 (320-6169)		
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex 320 and 745 (341-4214)		
Floppy Disk Drive:	No Floppy Drive with Optical Filler Panel,Dell OptiPlex 745Small Form Factor (341-3911)		
Operating System:	Windows XP Professional Service Pack 2,with Media,DellOptiPlex 320, 740 and 745 English,Factory Install (420-6287)		
Operating System:	Thank you for choosing Dell (310-8617)		
Mouse:	Dell USB 2-Button Optical Mouse with Scroll,Black, OptiPlex (310-8009)		
TBU:	RoHS Compliant Lead Free Chassis and Motherboard,Dell OptiPlex (484-1131)		
CD-ROM or DVD-ROM Drive:	24X CD-ROM,EIDE,Slimline,Dell OptiPlex 745 Small Form Factor (313-4457)		
Speakers:	Internal Chassis Speaker Option,Dell OptiPlex 745 GX620 and GX620 Small Form Factor (313-3352)		
Documentation Diskette:	No Resource CD for Dell Optiplex,Precision and Latitude Systems (313-3673)		
Factory Installed Software:	Energy Smart Settings,Dell OptiPlex (310-8344)		
Service:	Type 3 Contract -Next BusinessDay Parts and Labor On-Site Response, 2YR Extended (970-8862)		
Service:	Dell Hardware Warranty Plus Onsite Service, Extended Year (985-2498)		
Service:	Type 3 Contract -Next BusinessDay Parts and Labor On-Site Response, Initial Year (980-4900)		
Service:	Dell Hardware Warranty Plus Onsite Service, Initial Year (985-2497)		
Service:	PUB, OptiPlex 3YR Info (983-6648)		
Service:	GOLD TECH Support,OPTI,INIT (REL), Dial 1-800-876-3355 for Support (987-1247)		
Service:	GOLD TECH Support,OPTI,2YR EXT (REL), Dial 1-800-876-3355 for Support (987-1258)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Misc:	Execute Disable Bit for Microsoft Windows XPSP2 set toOFF,Dell OptiPlex (463-7780)		

SALES REP:	Alex Moring	PHONE:	800-981-3355
Email Address:	alex_moring@dell.com	Phone Ext:	7242794

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

Unless you have a separate agreement with Dell, the terms and conditions found at http://ftpbox.us.dell.com/sig/resellers/resellertcs.htm shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

Dell Inc.
One Dell Way
Round Rock TX
78682

Requisition
BOOT CAMP

Req # 00116439
PO #
Date: 08/16/07

Bill To: x
x

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

Ship To: BOOT CAMP
1000 M. RD
P.O. Box 1109
EDINBURG TX 78540

Contact:

Contract No:

Special Instructions:
Req.#720

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
25	EACH	Optiplex 745 2 Duo E4300/1.8ghz, 2M Computer (to include Monitor, Keyboard, Mouse)	862.76	21,569.00
		Account No	Encumbrance	
		7-1297-423-00-320-013-7-662	21,569.00	
			Freight	.00
			Total	21,569.00

DIR Req.

Authorized By: _____

PURCHASE REQUISITION

C.tr/-tt 989134

TO: Accounting Section

FROM: Hidalgo County Boot Camp — cm 8/16/07 @ 12:55

DATE: August 15, 2007

ACCT. #: 7-1297-423-00-320-013-7-662

DEPT. REQ. # 720

PO. REQ # 116439 — cm 8/16/07 @ 11:04

Vendor #1	Vendor #2	Vendor #3
Dell Inc.		
One Dell Way		
Round Rock, Tx 78682		
1-800-981-3355		
Contact: Alex M.	Contact:	Contact:
Vendor #: 178136	Vendor #:	Vendor #:

Stock #	Description	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	Optiplex 745 2 Duo E4300/1.8ghz, 2M Computer	25	each	862.76	21,569.00		0.00		0.00
	(to include Monitor, Keyboard,Mouse)								
	Quote # 380991153								

Justification:
Computer Systems to upgrade existing computers in the GED lab.
IT Dept. verified quote as DIR Vendor.
DIR-SDD-192
Contract #9913578

TOTAL: ~~$21,569.00~~ cm 8/16/07 | $0.00 | $0.00

REQ. PREPARED BY: Melissa Garza

APPROVED: B/C DIRECTOR — Robert Lozano — DATE: 8-15-07

Deadline Date 11 manners.

08/21/2007 16:35 FAX 9563182488 HIDALGO COUNTY CSCD 006/030

DELL

QUOTATION

QUOTE #: 380991153
Customer #: 47526088
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 8/15/07
Customer Name: HOMER SALINAS REHAB CENTER

Date: 8/15/07 3:36:38 PM

TOTAL QUOTE AMOUNT:	$21,569.00		
Product Subtotal:	$21,569.00		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 25	SYSTEM PRICE: $862.76	GROUP TOTAL: $21,569.00
Base Unit:	OptiPlex 745 Small Form FactorCore 2 Duo E4300/1.80GHz,2M 800FSB,No VT (222-7486)		
Processor:	NTFS File System,Factory Install (420-3699)		
Memory:	1.0GB,Non-ECC,667MHz DDR2 1x1GB,OptiPlex 745 and 320 (311-5039)		
Keyboard:	Dell USB Keyboard,No Hot Keys English,Black,Optiplex (310-8010)		
Monitor:	Dell UltraSharp 1708FP Flat Panel with Height Adjustable Stand,17.0 Inch VIS,OptiPlex Precision and Latitude (320-5291)		
Video Card:	Integrated Video,GMA3000,Dell OptiPlex 745 (320-5168)		
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex 320 and 745 (341-4214)		
Floppy Disk Drive:	No Floppy Drive with Optical Filler Panel,Dell OptiPlex 745Small Form Factor (341-3911)		
Operating System:	Windows XP Professional Service Pack 2,with Media,DellOptiPlex 320, 740 and 745 English,Factory Install (420-6287)		
Operating System:	Thank you for choosing Dell (310-8617)		
Mouse:	Dell USB 2-Button Optical Mouse with Scroll,Black, OptiPlex (310-8009)		
TBU:	RoHS Compliant Lead Free Chassis and Motherboard,Dell OptiPlex (464-1131)		
CD-ROM or DVD-ROM Drive:	24X CD-ROM,EIDE,Slimline,Dell OptiPlex 745 Small Form Factor (313-4457)		
Speakers:	Internal Chassis Speaker Option,Dell OptiPlex 745 GX520 and GX520 Small Form Factor (313-3352)		
Documentation Diskette:	No Resource CD for Dell Optiplex,Precision and Latitude Systems (313-3673)		
Factory Installed Software:	Energy Smart Settings,Dell OptiPlex (310-8344)		
Service:	Type 3 Contract -Next BusineesDay Parts and Labor On-Site Response, 2YR Extended (970-8662)		
Service:	Dell Hardware Warranty Plus Onsite Service, Extended Year (986-2498)		
Service:	Type 3 Contract -Next BusineesDay Parts and Labor On-Site Response, Initial Year (980-4800)		
Service:	Dell Hardware Warranty Plus Onsite Service, Initial Year (986-2497)		
Service:	PUB, OptiPlex 3YR Info (983-6648)		
Service:	GOLD TECH Support,OPTI,INIT (REL), Dial 1-800-576-3355 for Support (987-1247)		
Service:	GOLD TECH Support,OPTI,2YR EXT (REL), Dial 1-800-576-3355 for Support (987-1258)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Misc:	Execute Disable Bit for Microsoft Windows XPSP2 set toOFF,Dell OptiPlex (463-7780)		

SALES REP:	Alex Moring	PHONE:	800-981-3355
Email Address:	alex_moring@dell.com	Phone Ext:	7242794

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www,dell.com/quote

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Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

Requisition

Req # 00116491

PO #

Date: 08/17/07

Bill To: x
x

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

Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:
Req.#724

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	680866 HP LJ 4250N 45PPM 8.5x14 Mfg#: H-P-Q5401A#ABA Contract: State of TX DIR / HP Contract DIR SDD-223	1,116.00	1,116.00
1	EACH	773910 Cannon DR-7580 Scanner MFG.#: CAC-00640B002 Contract: TCPN Contract #RA713	4,611.00	4,611.00
		Account No	Encumbrance	
		7-1297-423-00-320-002-7-745	5,727.00	
			Freight	.00
		# AA001777 # AA001778	Total	5,727.00

BACK UP

Req
Dir

Authorized By: _____

PURCHASE REQUISITION

TO: Accounting Section Ctrl.# 989139 on 8/17/07
FROM: McAllen CSCD
DATE: August 16, 2007
ACCT. #: 7-1297-423-00-320-002-7-~~747~~ 745
DEPT. REQ. # 724
CO. REQ # 116491 on 8/17/2007 9:22

Stock #	Description	QUANTITY	UNIT	Vendor #1 UNIT PRICE	Vendor #1 TOTAL	Vendor #2 UNIT PRICE	Vendor #2 TOTAL	Vendor #3 UNIT PRICE	Vendor #3 TOTAL
660866	HP LJ 4250N 45PPM 8.5x14	1	ea	1,116.00	1,116.00		0.00		0.00
	Mfg.#: H-P-Q5401A#ABA				0.00		0.00		0.00
	Contract: State of Tx DIR / HP Contract				0.00		0.00		0.00
	DIR SDD-223				0.00		0.00		0.00
					0.00		0.00		0.00
773910	CANNON DR-7580 SCANNER	1	ea	4,611.00	4,611.00		0.00		0.00
	MFG.#: CAC-0640B002				0.00		0.00		0.00
	Contract: TCPN Contract #RA713				0.00		0.00		0.00
					0.00		0.00		0.00
					0.00		0.00		0.00

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www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
HFC2218	6760490	8/16/2007

BILL TO
LESLIE CAMPOS
3100 S US HIGHWAY 281

HIDALGO COUNTY ADULT PROBATION
EDINBURG, TX 78539-9602

SHIP TO
HIDALGO COUNTY ADULT PROBATION
3100 S US HIGHWAY 281

LESLIE CAMPOS
EDINBURG, TX 78539-9670
Contact: LESLIE CAMPOS 956-587-6003

Customer Phone # 9565876003

Customer P.O. # 08.16.07 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MIKE LAMDAGAN 866-339-7084	UPS Deferred Groun	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	680866	HP LJ 4250N 45PPM 8.5X14 Mfg#: H-P-Q5401A#ABA Contract: STATE OF TX DIR/ HP CONTRACT DIR SDD-223	✓ 1116.00	1116.00
[redacted]		Mfg#: H-P-Q7814A#ABA Contract: TCPN CONTRACT #R4713 R4713		
[redacted]		Mfg#: H-P-Q5911A#ABA Contract: TCPN CONTRACT #R4713 R4713		
[redacted]		Mfg#: H-P-Q6455A#ABA Contract: TCPN CONTRACT #R4713 R4713		
1	773910	CANON DR-7580 SCANNER Mfg#: CAC-0640B002 Contract: TCPN CONTRACT #R4713 R4713	✓ 4611.00	4611.00
[redacted]		Mfg#: CPQ-RT977UT#ABA Contract: TCPN CONTRACT #R4713 R4713		
[redacted]				

TOTAL ➧ Continued

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9164

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
HFC2218	6760490	8/16/2007

BILL TO
LESLIE CAMPOS
3100 S US HIGHWAY 281

HIDALGO COUNTY ADULT PROBATION
EDINBURG, TX 78539-9602

SHIP TO
HIDALGO COUNTY ADULT PROBATION
3100 S US HIGHWAY 281

LESLIE CAMPOS
EDINBURG, TX 78539-9670
Contact: LESLIE CAMPOS 956-587-6003

Customer Phone # 9565876003

Customer P.O. # 08.16.07 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MIKE LAMDAGAN 866-339-7084	UPS Deferred Groun	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		Mfg#: CTN-BL6464AA663 Contract: TCPN CONTRACT #R4713 R4713		
		Mfg#: ACE-ET.1916B.WDA Contract: TCPN CONTRACT #R4713 R4713		5,727.00
			SUBTOTAL	~~13915.09~~
			FREIGHT	.00
			SALES TAX	.00

TOTAL ➧ US Currency ~~13,915.09~~ 5,727.00

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9164

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

AI-5152 **18.B.2.**

Computer Equipment, Peripherals & Maintenance & Support Purchases CC REGULAR

Date: 08/28/2007
Submitted By: Priscilla Torres, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Adult Probation

Information

CAPTION

ADULT PROBATION DEPT.
Requesting authority to purchase computer equipment and peripherals from awarded vendors through our membership/participation with Texas Cooperatiive Purchasing Network:
A) CDW- TCPN Contract # R4713 for requisition #116488 for the total of $8,188.09.

B) CDW- TCPN Contract # R4713 for requisition #116680 for the total of $27,015.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 71297423003200027662
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Amount available in pending requisition as of 08/24/07 (see attached.)

FISCAL YEAR: 2007 **ACCT. #:** 71297423003200027665
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Amount available in pending requisitions as of 08/24/07 (see attached).

Attachments

Link: TCPN-ADULT PROBATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/23/2007 01:44 PM	APRV
2	Budget & Management	Dina Trevino	08/23/2007 03:24 PM	APRV
3	Erika Reyna	Erika Reyna	08/24/2007 11:37 AM	APRV
4	Auditor's Office		08/24/2007 04:42 PM	NEW

Form Started By: Priscilla Torres

Started On: 08/20/2007 09:42 AM

Final Approval Date: 08/24/2007

Requisition

Req # 00116488

PO #

Date: 08/17/07

5158

Bill To: x
x

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

Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:
Req.#723

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	1063660 HP LJ P3005N 35PPM MFG#: H-P-Q7814A#ABA Printer Contract: TCPN Contract #R4713	685.99	685.99
5	EACH	763009 HP LJ 1020 12PPM 8.5x14 MFG#: H-P-Q5911A#ABA Printer Contract: TCPN Contract #R4713	97.00	485.00
2	EACH	771814 HP LJ 2600N 8/8PPM 8.5x14 MFG#: H-P-Q6455A#ABA Printer Contract: TCPN Contract #R4713	293.00	586.00
10	EACH	1272686 HP SB DX2300 E2140 80GB 512MB XPP MFG#: CPQ-RT977UT#ABA Contract: TCPN Contract #R4713	430.11	4,301.10
10	EACH	688168 Crucial 512MB DDR2 PC2-5300 240PIN MFG#: CTN-BL6464AA663 Contract: TCPN Contract #R4713	39.00	390.00
10	EACH	1121537 ACER AL1916W ABD 19" Wide DVI MFG#: ACE-ET.19168B.WDA Contract: TCPN Contract #R4713	174.00	1,740.00

CPU memory for printer

Account No	Encumbrance
7-1297-423-00-320-002-7-662	685.99
7-1297-423-00-320-002-7-665	7,502.10

Freight	.00
Total	8,188.09

TCPN R09

Authorized By: _____

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www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
HFC2218	6760490	8/16/2007

BILL TO
LESLIE CAMPOS
3100 S US HIGHWAY 281

HIDALGO COUNTY ADULT PROBATION
EDINBURG, TX 78539-9602

SHIP TO
HIDALGO COUNTY ADULT PROBATION
3100 S US HIGHWAY 281

LESLIE CAMPOS
EDINBURG, TX 78539-9670
Contact: LESLIE CAMPOS 956-587-6003

Customer Phone # 9565876003

Customer P.O. # 08.16.07 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MIKE LAMDAGAN 866-339-7084	UPS Deferred Groun	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	[redacted]	Mfg#: H-P-Q5401A#ABA Contract: STATE OF TX DIR/ HP CONTRACT DIR SDD-223		
1	1063660	HP LJ P3005N 35PPM Mfg#: H-P-Q7814A#ABA Contract: TCPN CONTRACT #R4713 R4713	685.99	685.99
5	763009	HP LJ 1020 12PPM 8.5X14 Mfg#: H-P-Q5911A#ABA Contract: TCPN CONTRACT #R4713 R4713	97.00	485.00
2	771814	HP LJ 2600N 8/8PPM 8.5X14 Mfg#: H-P-Q6455A#ABA Contract: TCPN CONTRACT #R4713 R4713	293.00	586.00
[redacted]		Mfg#: CAC-0640B002 Contract: TCPN CONTRACT #R4713 R4713		
10	1272686	HP SB DX2300 E2140 80GB 512MB XPP Mfg#: CPQ-RT977UT#ABA Contract: TCPN CONTRACT #R4713 R4713	430.11	4301.10
10	688168	CRUCIAL 512MB DDR2 PC2-5300 240PIN	39.00	390.00

TOTAL

Continued

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9164

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
HFC2218	6760490	8/16/2007

BILL TO
LESLIE CAMPOS
3100 S US HIGHWAY 281

HIDALGO COUNTY ADULT PROBATION
EDINBURG, TX 78539-9602

SHIP TO
HIDALGO COUNTY ADULT PROBATION
3100 S US HIGHWAY 281

LESLIE CAMPOS
EDINBURG, TX 78539-9670
Contact: LESLIE CAMPOS 956-587-6003

Customer Phone # 9565876003

Customer P.O. # 08.16.07 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MIKE LAMDAGAN 866-339-7084	UPS Deferred Groun	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		Mfg#: CTN-BL6464AA663 Contract: TCPN CONTRACT #R4713 R4713		
10	1121537	ACER AL1916W ABD 19" WIDE DVI Mfg#: ACE-ET.1916B.WDA Contract: TCPN CONTRACT #R4713 R4713	174.00	1740.00
			SUBTOTAL	8,188.09 ~~13915.09~~
			FREIGHT	.00
			SALES TAX	.00

TOTAL ➧ US Currency 8,188.09 ~~13,915.09~~

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9164

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

TCPN
The Cooperative Purchasing Network

TCPN CONTRACT INFORMATION

CDW·G

Contract:	Computers, Components, Peripherals, Software
Awarded Vendor:	CDW-Government
TCPN Contract Number:	R4713 *(All PO's must reference "Per TCPN Contract")*
Contract Expiration Date:	September 30, 2007
Number of Annual Renewals:	4
Approved Products/Services:	Entire Catalog - also Microsoft Academic Select Agreement (Texas & Arizona) and Consolidated School Agreement (Texas & Arizona), Adobe CLP (K-12: Arizona), Corel, FileMaker, Quark, KeyServer, Inspiration, Hyperstudio, Macromedia, Network Associates, Novell, Symantec, The Learning Company, and additional channel distribution software products.
Order Placement:	This contract is an "E-Commerce Contract" which allows participating entities to send PO's directly to CDW-G.
Pricing:	Contact vendor for pricing.
Other:	
Other:	
Online Ordering Availability:	TCPN Contract Website
Freight/Delivery:	Shipping shall be standard ground freight with an average delivery window of three to five business days. All orders shipping to areas where ground shipping is not an option, or orders that require expedited shipping methods shall be subject to applicable shipping charges.
Vendor Contact:	**Primary Vendor Contact** Mark A. Ellis 120 S. Riverside Plaza Suite 500 Chicago, IL 60606 Tel: 312-705-3387 Fax: 312-705-8687 markeli@cdwg.com **Texas Sales Rep** Corey Burns 866-222-9713 corebur@cdwg.com **Arizona Sales Rep** Shona Cerami shonwil@cdwg.com **Arkansas Sales Rep** Eric Althoff 866-222-3168 ericalt@cdwg.com **New Mexico Sales Rep** Marissa Gibbs 877-380-2615 Fax: 312-705-8678 marigib@cdwg.co
Vendor Website:	http://www.cdwg.com/tcpn
Vendor MWBE/HUB Status:	Not Certified
TCPN Authorizing Statutes:	Texas Government Code, Title 7. Intergovernmental Relations, Chapter 791 Interlocal Cooperation Contracts, Subchapter B, General Interlocal Contracting Authority, Subchapter C, Specific Interlocal Contracting Authority. Arizona Revised Statues 41-2631 et seq; 41-2632 et seq.; 15-213 et seq; A.A.C. R7-2-1101

	et seq. and A.A.C. R7-2-1191 et seq.
TCPN Order Processing:	Tel: 713-744-6356 or Toll-free: 888-884-7695 Fax: 713-744-0648 or Toll-free fax: 800-458-0099 Email: tcpn@tcpn.org

Print this Page

» Close

Requisition

Req # 00116680

PO #

Date: 08/21/07

515Y

Bill To: x
x

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

Ship To: ADULT PROBATION
3100 S BUSINESS HWY 281
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:
Req.#731

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
99	EACH	568872 Netgear PCI 10/100/1000MBPS Adapter MFG#: NTG-GA311NA CONTRACT: TCPN CONTRACT #R4713	29.00	2,871.00
21	EACH	1272686 HP SB DX2300 E2140 80GB 512MB XPP MFG#: CPQ-RT977UT#ABA CONTRACT: TCPN CONTRACT #R4713	430.00	9,030.00
21	EACH	688168 CRUCIAL 512MB DDR2 PC2-5300 240PIN MFG#: CTN-BL6464AA663 CONTRACT: TCPN CONTRACT #R4713	39.00	819.00
3	EACH	1108525 ACER AL2223WD 22" WIDE DVI SPK MFG#: ACE-ET.L840B.018 CONTRACT: TCPN CONTRACT #R4713	241.00	723.00
78	EACH	1121537 ACER AL19163W ABD 19" WIDE DVI MFG#: ACE-ET.1916B.WDA CONTRACT: TCPN CONTRACT #R4713	174.00	13,572.00
		Account No	Encumbrance	
		7-1297-423-00-320-018-7-665	27,015.00	
			Freight	.00
			Total	27,015.00

TCPN Req.

Authorized By: _____

08/21/2007 16:36 FAX 9563182488 HIDALGO COUNTY CSCD 010/030

CSCD ACCTG * AUG17'07 PM 4:28

PURCHASE REQUISITION

C.O.#-H-98917C

TO: Accounting Section

FROM: McAllen CSCD 8/21/07 @ 2:56

DATE: August 17, 2007

ACCT. #: 7-1297-423-00-320-018-7-665

DEPT. REQ. # 731

CO. REQ # 116168C 8/21/07 @ 2:56

Vendor #1	Vendor #2	Vendor #3
CDW Government		
75 Remittance Drive		
Suite 1515		
Chicago, IL 60675-1515		
Contact: Acct. Mrg.	Contact:	Contact:
Vendor #: 153915	Vendor #:	Vendor #:

Stock #	Description	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
568872	NETGEAR PCI 10/100/1000MBPS ADAPTER	99	EA	29.00	2,871.00 ✓		0.00		0.00
	MFG#: NTG-GA311NA				0.00		0.00		0.00
	CONTRACT: TCPN CONTRACT #R4713				0.00		0.00		0.00
					0.00		0.00		0.00
1272686	HP SB DX2300 E2140 80GB 512MB XPP	21	EA	430.00	9,030.00 ✓		0.00		0.00
	MFG#: CPQ-RT977UT#ABA				0.00		0.00		0.00
	CONTRACT: TCPN CONTRACT #R4713				0.00		0.00		0.00
					0.00		0.00		0.00
688168	CRUCIAL 512MB DDR2 PC2-5300 240PIN	21	EA	39.00	819.00 ✓		0.00		0.00
	MFG#: CTN-BL6464AA663				0.00		0.00		0.00
	CONTRACT: TCPN CONTRACT #R4713				0.00		0.00		0.00
					0.00		0.00		0.00
1108525	ACER AL2223WD 22" WIDE DVI SPK	3	EA	241.00	723.00 ✓		0.00		0.00
	MFG#: ACE-ET.L840B.018				0.00		0.00		0.00
	CONTRACT: TCPN CONTRACT #R4713				0.00		0.00		0.00
					0.00		0.00		0.00
1121537	ACER AL1916W ABD 19" WIDE DVI	78	EA	174.00	13,572.00 ✓		0.00		0.00
	MFG#: ACE-ET.1916B.WDA				0.00		0.00		0.00
	CONTRACT: TCPN CONTRACT #R4713				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
					0.00		0.00		0.00
					0.00		0.00		0.00
					0.00		0.00		0.00

Justification:
Required for staff to use computers for daily processing of work.

TOTAL: $27,015.00 ✓ $0.00 $0.00

REQ PREPARED BY: Adela Huerta

APPROVED:
EXECUTIVE DIRECTOR _____ DATE: _____

Pending transfer # 8-20-07 8/21/07 Pending Transfer @ 11:04

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800-808-4239

SALES QUOTATION

QUOTE NO	ACCOUNT NO.	DATE
HDX1847	6760490	8/15/2007

BILL TO
LESLIE CAMPOS
3100 S US HIGHWAY 281

HIDALGO COUNTY ADULT PROBATION
EDINBURG, TX 78539-9602

SHIP TO
HIDALGO COUNTY ADULT PROBATION
3100 S US HIGHWAY 281

LESLIE CAMPOS
EDINBURG, TX 78539-9670
Contact: LESLIE CAMPOS 956-587-6003

Customer Phone # 9565876003

Customer P.O.# 08.15.07 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MIKE LAMDAGAN 866-339-7084	UPS Deferred Groun	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
[redacted]				
99	568872	NETGEAR PCI 10/100/1000MBPS ADAPTER Mfg#: NTG-GA311NA Contract: TCPN CONTRACT #R4713 R4713	29.00	2871.00
21	1272686	HP SB DX2300 E2140 80GB 512MB XPP Mfg#: CPQ-RT977UT#ABA Contract: TCPN CONTRACT #R4713 R4713	430.00	9030.00
21	688168	CRUCIAL 512MB DDR2 PC2-5300 240PIN Mfg#: CTN-BL6464AA663 Contract: TCPN CONTRACT #R4713 R4713	39.00	819.00
3	1108525	ACER AL2223WD 22" WIDE DVI SPK Mfg#: ACE-ET.L840B.018 Contract: TCPN CONTRACT #R4713 R4713	241.00	723.00
78	1121537	ACER AL1916W ABD 19" WIDE DVI Mfg#: ACE-ET.1916B.WDA Contract: TCPN CONTRACT #R4713 R4713	174.00	13572.00
		SUBTOTAL		27,015.00 ~~30000.00~~

TOTAL

Continued

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9164

Please remit payment to:
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75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
HDX1847	6760490	8/15/2007

BILL TO
LESLIE CAMPOS
3100 S US HIGHWAY 281

HIDALGO COUNTY ADULT PROBATION
EDINBURG, TX 78539-9602

SHIP TO
HIDALGO COUNTY ADULT PROBATION
3100 S US HIGHWAY 281

LESLIE CAMPOS
EDINBURG, TX 78539-9670
Contact: LESLIE CAMPOS 956-587-6003

Customer Phone # 9565876003

Customer P.O. # 08.15.07 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MIKE LAMDAGAN 866-339-7084	UPS Deferred Groun	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		FREIGHT		.00
		SALES TAX		.00

TOTAL ➧ US Currency ~~30,000.00~~

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9164

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

AI-5159 **18.C.1.**

COMPUTER PURCHASE
CC REGULAR

Date: 08/28/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

I.T. DEPARTMENT
Requesting authority to purchase computer equipment and peripherals from state awarded vendors through our membership/participation with TBPC Cooperative Purchasing Programs:

"DIR" - DEPARTMENT OF INFORMATION RESOURCES CONTRACT #DIR-SDD-192 DELL MARKETING L.P. for requisition #116465 for the total of $10,226.82.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-412-00-009-003-0-745
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Funding is available for pending req# 116465 as of 8/23/07.

Attachments

Link: AI-5159, REQ. 116465

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/23/2007 01:50 PM	APRV
2	Budget & Management	Dina Trevino	08/23/2007 03:25 PM	APRV
3	Dale Kennan	Dale Kennan	08/23/2007 04:05 PM	APRV
4	Auditor's Office		08/24/2007 04:42 PM	PEND

Form Started By: Matilde Faz Started On: 08/20/2007 03:49 PM

Final Approval Date: 08/24/2007

Requisition

Req # 00116465

PO #

Date: 08/16/07

15^{9}

Bill To: x
x

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

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

Contact: **Griselda**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Quote #:369999733 & 369999492 / DIR-SDD-192 / INDIGENT DEFENSE DO NOT DUPLICATE ORDER		
3	EACH	LATITUDE D620, INTEL CORE 2 DUO T5500 Laptops	1,618.22	4,854.66
4	EACH	OPTIPLEX 745 ULTRA SMALL FORM FACTOR computers	1,343.04	5,372.16
		Account No	Encumbrance	
		7-1100-412-00-009-003-0-745 asset #'s	10,226.82	
			Freight	.00
			Total	10,226.82
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR Req.

Authorized By: _____

req: 1104605

DELL

QUOTATION

3182629

QUOTE #: 369999733
Customer #: 8937178
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 6/15/07
Customer Name: COUNTY OF HIDALGO

Date: 6/15/07 3:31:15 PM

TOTAL QUOTE AMOUNT:	$4,854.66		
Product Subtotal:	$4,854.66		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 3	SYSTEM PRICE: $1,618.22	GROUP TOTAL: $4,854.66
Base Unit:	Latitude D620, Intel Core 2 Duo T5500, 1.66GHz, 667Mhz, 2ML2 Cache, Dual Core (222-6945)		
Processor:	14.1 inch Wide Screen WXGA LCDfor Latitude D620 (320-4572)		
Memory:	1.0GB, DDR2-667 SDRAM, 2 DIMM for Dell Latitude Notebooks (311-5685)		
Keyboard:	Internal English Keyboard for Latitude Notebooks (310-8713)		
Video Card:	Intel Integrated Graphics Media Accelerator 950 Latitude D620 (320-5258)		
Hard Drive:	80GB Hard Drive 9.6MM, 7200RPMfor Dell Latitude DX20 (341-2980)		
Hard Drive Controller:	Standard Touchpad for LatitudeD620 (310-7268)		
Floppy Disk Drive:	No Floppy Drive for Latitude D-Family Notebooks (340-8854)		
Operating System:	Windows XP Professional, SP2 with media, for Latitude English, Factory Installed (420-4790)		
TBU:	90W AC Adapter for Latitude D-Family, Factory Tied (310-7284)		
CD-ROM or DVD-ROM Drive:	24X CD-ROM for Latitude D-Family, Factory Install (313-1296)		
Processor Cable:	Intel 3945 WLAN (802.11a/g) mini Card for Latitude (430-1961)		
Software Disk Two:	Resource CD w/ Diagnostics andDrivers for Latitude D620 Notebook (313-3885)		
Feature	6-Cell/56 WHr Primary Battery Latitude D620 (312-0378)		
Feature	Classic Nylon Carrying Case for Dell Latitude D-Family Notebooks (310-7276)		
Service:	PUB, Lat Stand 3YR (983-6668)		
Service:	CompleteCare Accidental DamageSvc, Lat, 3Yr (960-0407)		
Service:	Dell Hardware Warranty Plus Onsite Service, Initial Year (984-7977)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (980-0880)		
Service:	Dell Hardware Warranty Plus Onsite Service, Extended Year (984-7978)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (970-4642)		
Service:	GOLD TECH Support,LAT,INIT (REL), Dial 1-800-876-3355 for Support (987-1169)		

Service:	GOLD TECH Support,LAT,2YR EXT (REL), Dial 1-800-876-3355 for Support (987-1277)
Misc:	NTFS File System,Factory Install (420-3699)
Misc:	Intel Centrino Core Duo Processor (310-8314)
	D/Port, Port Replicator for Latitude D-Family, Factory Tied (310-7278)
	Type 14 - Keep Your Hard Drive, 3 Years (960-2597)
	WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM (466-2909)
	Microsoft Office Professional for Latitude, OptiPlex, Precision (420-6712)

SALES REP:	Alex Moring	PHONE:	800-981-3355
Email Address:	alex_moring@dell.com	Phone Ext:	7242794

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

Unless you have a separate agreement with Dell, the terms and conditions found at http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

***Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order.*
Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number.
*If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ***

All product and pricing information is based on latest information available. Subject to change without
notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

DELL

QUOTATION

QUOTE #: 369999492
Customer #: 8937178
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 6/15/07
Customer Name: COUNTY OF HIDALGO

Date: 6/15/07 3:31:16 PM

TOTAL QUOTE AMOUNT:	**$5,372.16**		
Product Subtotal:	**$5,372.16**		
Tax:	**$0.00**		
Shipping & Handling:	**$0.00**		
Shipping Method:	**Ground**	**Total Number of System Groups:**	**1**

GROUP: 1	**QUANTITY: 4**	**SYSTEM PRICE: $1,343.04**	**GROUP TOTAL: $5,372.16**
Base Unit:		OptiPlex 745 Ultra Small Form Factor,Core 2 Duo E4300/1.80 GHz,2M,800FSB (222-7520)	
Processor:		NTFS File System,Factory Install (420-3699)	
Memory:		1.0GB,Non-ECC,667MHz DDR2 1x1GB,OptiPlex 745 and 320 (311-5039)	
Keyboard:		Bluetooth Keyboard and Mouse Black,English,Dell OptiPlex (310-7987)	
Monitor:		Dell 17 Inch UltraSharp 1707FPFlat Panel and All in One Stand,OptiPlex 745 Ultra SmallForm Factor (320-4968)	
Video Card:		Integrated Video,GMA3000,Dell OptiPlex 745 (320-5169)	
Hard Drive:		80GB SATA 3.0Gb/s and 8MB DataBurst Cache,Dell OptiPlex 320 and 745 (341-4214)	
Floppy Disk Drive:		D-Module,1.44MB,Floppy Drive Dell OptiPlex 745 and GX620 Ultra Small Form Factor (341-2268)	
Operating System:		Windows XP Professional Service Pack 2,with Media,DellOptiPlex 320, 740 and 745 English,Factory Install (420-6287)	
Operating System:		Thank you for choosing Dell (310-8617)	
Mouse:		Mouse included in Dell Wireless or Bluetooth Package (310-1966)	
TBU:		RoHS Compliant Lead Free Chassis and Motherboard,Dell OptiPlex (464-1131)	
CD-ROM or DVD-ROM Drive:		24X24 CDRW/DVD Combo,D-Module Data Only,Dell OptiPlex 745 Ultra Small Form Factor (313-4459)	
Speakers:		No Speaker, OptiPlex (313-1416)	
Documentation Diskette:		Resource CD contains Diagnostics and Drivers for Dell OptiPlex Systems (313-7168)	
Factory Installed Software:		Energy Smart,Energy Star Labeling,EIST for OptiPlex (if applicable) (310-8344)	
Service:		Type 3 Contract -Next BusinessDay Parts and Labor On-Site Response, 2YR Extended (970-8862)	
Service:		Dell Hardware Warranty Plus Onsite Service, Extended Year (985-2498)	

Service:	Type 3 Contract -Next BusinessDay Parts and Labor On-Site Response, Initial Year (980-4900)
Service:	Dell Hardware Warranty Plus Onsite Service, Initial Year (985-2497)
Service:	PUB, OptiPlex 3YR Info (983-6648)
Service:	GOLD TECH Support,OPTI,INIT (REL), Dial 1-800-876-3355 for Support (987-1247)
Service:	GOLD TECH Support,OPTI,2YR EXT (REL), Dial 1-800-876-3355 for Support (987-1258)
Installation:	Standard On-Site Installation Declined (900-9987)
Misc:	WINDOWS XP STICKER, OPTI/PWS/LAT/INSP/DIM (466-2909)
	Type 14 - Keep Your Hard Drive, 3 Years (960-2597)
	Mouse Pad (310-3559)
	Asset Recovery, Program Managed, QTY 1 Value Recover, 4YR (981-5218)
	Microsoft Office Professional for Latitude, OptiPlex, Precision (420-6712)

SALES REP:	Alex Moring	PHONE:	800-981-3355
Email Address:	alex_moring@dell.com	Phone Ext:	7242794

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. You may also place your order online at www.dell.com/quote

Unless you have a separate agreement with Dell, the terms and conditions found at http://ftpbox.us.dell.com/slg/resellers/resellertcs.htm shall govern the sale and resale of the Products and Services referenced in this quotation.

Prices and tax rates are valid in the U.S. only and are subject to change.

***Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order.*
Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 512-283-9276, referencing your customer number.
*If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ***

All product and pricing information is based on latest information available. Subject to change without
notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to $10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

AI-5231 **18.C.2.**

New Administration Fiber Optic Infrastructure
CC REGULAR

Date: 08/28/2007
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 fiber optic ring cabling and related services utilizing our participation/membership in any applicable Cooperative Purchasing Program _____ in connection with (Fiber Optic Ring cabling) Fiber Infrastructure Ring from "_____" in an amount not to exceed $_____.

BACKGROUND

Emergency transfer was done on 8-24-07 for $40,000.00 (see attachment). In addition, $10,000.00 is going to be transferred (upon CC approval) to cover the remaining amount of the cabling/fiber ring connections project (refer to AI 5250). IC 8-24-07.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1301-415-00-120-007-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Emergency transfer done on 8-24-07 from 7-1336-415-00-200-006-0-534 to 7-1301-415-00-120-007-0-720 in the amount of $40,000.00 to cover expenses for cabling and fiber optic connections for the K mart Property (new admin. bldg).

refer to JE #72743 Available Balance as of 8-24-07 $40,000.00.

An additional $10,000.00 is going to be transferred upon CC approval to cover the remaining amount of the project (refer to AI 5250).

Attachments

Link: K Mart Transfer cabling/fiber ring connections 8-28-07

Link: Devolve Quote K Mart Cabling/Fiber Ring Project 8-28-07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	08/24/2007 07:16 AM	APRV
2	Budget & Management	Dina Trevino	08/24/2007 09:37 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/24/2007 03:40 PM	APRV
4	Auditor's Office		08/24/2007 04:42 PM	NEW

Form Started By: Matilde Faz Started On: 08/23/2007 10:21 AM

Final Approval Date: 08/24/2007

DATE: August 23, 2007

72743

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department Of Budget & Mangement c/o K Mart Property (IT Dept)

ACCOUNT NUMBER: 7-1301-415-00-120-007-0-720

SUBJECT: Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-fund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1336-415-00-200-006-0 534	C.O., 2006-IT DEPT-INTERNET	(40,000.00)
7-1336-491-01-000-301-0 891	TRANSFERS OUT- CAPITAL OUTLAY	40,000.00
TO		
7-1301-391-01-000-336-0 000	TRANSFERS IN-CERT OF OBLIG, 2006	40,000.00
7-1301-415-00-120-007-0- 720	K-MART PROPERTY-BUILDINGS	40,000.00
TOTAL BUDGET INCREASE (DECREASE)		40,000.00

REASON: INTER-FUND TRANSFER FROM CO'S 2006 (1336) TO K MART PROPERTY (1301) TO FUND CABILING/FIBER RING CONNECTIONS FOR K MART (NEW ADM) BUILDING.

APPROVED BY

8/24/2007
DATE

Laura Moya

From: cruz [cruz.quintana@co.hidalgo.tx.us]
Sent: Friday, August 24, 2007 2:01 PM
To: 'Laura Moya'; 'Linda Searcy'
Subject: RE: Hidalgo County

Laura its one project, 2-phase. One creates a segment around the east side and the other creates it on the west side. It comes together as a ring. Not sure why they separated it, but it didn't have to...perhaps some internal reason for them.

CQ

From: Laura Moya [mailto:laura.moya@co.hidalgo.tx.us]
Sent: Friday, August 24, 2007 10:57 AM
To: 'Linda Searcy'
Cc: 'cruz'
Subject: RE: Hidalgo County

Linda,
I noticed there are two different proposals because the scope of work is worded differently. Is there 2 projects? I also don't see anywhere it states that this is off of your TCPN contract.

> -----Original Message-----
> **From:** Linda Searcy [mailto:lsearcy@devolvecorp.com]
> **Sent:** Friday, August 24, 2007 10:08 AM
> **To:** Laura Moya
> **Cc:** cruz; Steve Dalton; Linda Searcy
> **Subject:** FW: Hidalgo County
>
> Laura,
> As per our conversation yesterday this is our best and final number based on the TCPN contract.
> Please let me know if you need any additional information.
> Thanks,
> Linda

DEVOLVE CORP

PROPOSAL FOR
NEW ADMIN FIBER OPTIC CABLE

Proposal Date:

June 27, 2007

Proposal Number:

70016SD (C)

PRESENTED TO:

Hidalgo County Court

PROJECT LOCATION:

New Administration
Edinburg, TX

CONTACT:

Cruz Quintana

PREPARED BY:

Steven Dalton
Branch Manager
Devolve Corp.
3918 WOW Rd # 23
Corpus Christi, TX 78413
sdalton@devolvecorp.com
Tel: (361) 814-4000
Fax: (361) 814-4099
www.devolvecorp.com

DEVOLVE CORP

June 27, 2007
Mr. Cruz Quintana
Hidalgo County Court

RE: Fiber Optic Cable Project
New Administration
(12 Strand 50 Micron)

The offering, which is outlined in this proposal, will expire thirty, (30) days from the date of this proposal, unless extended in writing by Devolve Corp.

Quote # 70016SD

Total Price (Tax not included): **$26,920.00**

Scope of Work:

- Install One (1) 4" buried conduits from New Administration thru back lot to POP for fiber installation (Concrete/asphalt patch back is to be provided by county).
- Remove and dispose shrubbery from conduit pathway.
- Install Four (4) buried pull boxes along conduit route.
- Install One (1) 12-strand 50 Micron mm fiber optic cable from New Administration to POP.
- Install One (1) each 1 rack unit fiber enclosure at each location for fiber termination.
- All fiber will be terminated using ST mm fiber connectors.

Labeling:

- All Fiber Optic cable labeled utilizing customer provided labeling scheme.
- All labels will be machine generated.

Testing:

- Before and after installation of fiber optic cable, Devolve Corp. will test each reel and each run of fiber with an OTDR.
- Upon completion of all terminations, Devolve Corp. will test each strand with a Light Source Meter to record DB Loss.

Exclusions, Stipulations and Conditions:

- Unusual construction costs or delays, such as but not limited to, inaccessibility to customer premises, obstacles preventing easy access to drop locations, etc., will be negotiated for compensation.
- All installation work of the proposal will meet or exceed all NEC, Federal, State and local codes that may apply to this installation.
- Any changes to this scope of work will be cause for the negotiation of change orders.
- ***Devolve Corp. is not responsible for condition of pre-installed conduit.***
- ***Concrete/asphalt patch back is to b provided by county.***

Warranty:

- **Devolve Corp. Network Cabling Division** will provide a **Lifetime workmanship warranty.** This warranty does not cover the cost of repairs to the cabling as a result of: (1) negligence, accident, theft or unexplained loss, physical abuse, misuse, acts of god, or other intervening external cause; or (2) repairs, moves, modifications, or additions performed by anyone other than Devolve Corp authorized representatives.

Customer Requirements:

- Customer will provide access to all locations and storage space for material required for installation.
- Devolve Corp will submit request for payment monthly or as the job progresses. This is usually done on the 20th of each month.
- Payment terms are net 30 days.

PRICING SUMMARY		
MATERIAL	$	5,030.00
LABOR	$	2,080.00
DOCUMENTATION	$	8.00
TRAVEL	$	449.00
SUBCONTRACTOR	$	19.353.00
TRAINING	$	-
RENTAL	$	-
PAYMENT / PERFORMANCE BOND	$	-
FREIGHT	$	-
TOTAL	$	26,920.00

ITEM #	DESCRIPTION	MANUFACTURE	PART NUMBER	QUANITY	U/I
1	12 STRAND 50 MICRON MM OSP DIELECTRIC FIBER	COMMSCOPE	M-OP-12-LT-D-LE-BK-O-012	2,400	FT
2	RACK MOUNT FIBER ENCLOSURE (1RU)	COMMSCOPE	RFE-SLG-EMT/1U	2	EA
3	6 PORT ST, MM COUPLER PANEL	COMMSCOPE	MFA-ST06-AQ	2	EA
4	12 STRAND FANOUT KIT	COMMSCOPE	KIT-090-012	2	EA
5	ST, MM FIBER CONNECTOR	JAR	FC95-100-02BP3B	24	EA
6	900um BOOTS BLACK	JAR	FC95-400-08P9B	24	EA

Thank You

Steven Dalton
Branch Manager
Devolve Corp.

DEVOLVE CORP

Agreed to Proposal #: 70016SD

Total Project Price (Taxes not included): $26,920.00

Customer: _____

By: _____ _____ _____
Printed Name Title Date

Signature: _____

After signing, please return a copy of this proposal to:

Steven Dalton
Branch Manager
Devolve Corp. Network Cabling Division
3918 WOW Rd. # 2-3
Corpus Christ, TX 78413

DEVOLVE CORP

PROPOSAL FOR
NEW ADMIN FIBER OPTIC CABLE

Proposal Date:

June 27, 2007

Proposal Number:

70017SD (C)

PRESENTED TO:

Hidalgo County Court

PROJECT LOCATION:

New Administration
(OPTION 2)
Edinburg, TX

CONTACT:

Cruz Quintana

PREPARED BY:

Steven Dalton
Branch Manager
Devolve Corp.
3918 WOW Rd # 23
Corpus Christi, TX 78413
sdalton@devolvecorp.com
Tel: (361) 814-4000
Fax: (361) 814-4099
www.devolvecorp.com

DEVOLVE CORP

May 11, 2007
Mr. Cruz Quintana
Hidalgo County Court

RE: Fiber Optic Cable Project
New Administration
(12 Strand 50 Micron)

The offering, which is outlined in this proposal, will expire thirty, (30) days from the date of this proposal, unless extended in writing by Devolve Corp.

Quote # 70017SD

Total Price (Tax not included): **$20,455.00**

Scope of Work:

- Install One (1) 4" buried conduit New Administration to buried pull box on S Closner for fiber installation (Concrete/asphalt patch back is to be provided by county).
- Install One (1) 12-strand 50 micron mm fiber optic cable from New Administration to Old Juvi Detention Center.
- Install One (1) 12 strand 50 micron mm fiber optic cable from Old Juvi Detention Center to New Adult Probation Center.
- Install One (1) 1 rack unit fiber enclosure at Old Juvi Detention Center for fiber termination.
- All fiber will be terminated using ST mm fiber connectors.

Labeling:

- All Fiber Optic cable labeled utilizing customer provided labeling scheme.
- All labels will be machine generated.

Testing:

- Before and after installation of fiber optic cable, Devolve Corp. will test each reel and each run of fiber with an OTDR.
- Upon completion of all terminations, Devolve Corp. will test each strand with a Light Source Meter to record DB Loss.

Exclusions, Stipulations and Conditions:

- Unusual construction costs or delays, such as but not limited to, inaccessibility to customer premises, obstacles preventing easy access to drop locations, etc., will be negotiated for compensation.
- All installation work of the proposal will meet or exceed all NEC, Federal, State and local codes that may apply to this installation.
- Any changes to this scope of work will be cause for the negotiation of change orders.
- ***Devolve Corp. is not responsible for condition of pre-installed conduit.***
- ***Concrete/asphalt patch back is to b provided by county.***

Warranty:

- **Devolve Corp. Network Cabling Division** will provide a **Lifetime workmanship warranty.** This warranty does not cover the cost of repairs to the cabling as a result of: (1) negligence, accident, theft or unexplained loss, physical abuse, misuse, acts of god, or other intervening external cause; or (2) repairs, moves, modifications, or additions performed by anyone other than Devolve Corp authorized representatives.

Customer Requirements:

- Customer will provide access to all locations and storage space for material required for installation.
- Devolve Corp will submit request for payment monthly or as the job progresses. This is usually done on the 20th of each month.
- Payment terms are net 30 days.

PRICING SUMMARY		
MATERIAL	$	4,728.00
LABOR	$	2,360.00
DOCUMENTATION	$	16.00
TRAVEL	$	449.00
SUBCONTRACTOR	$	12,902.00
TRAINING	$	-
RENTAL	$	-
PAYMENT / PERFORMANCE BOND	$	-
FREIGHT	$	-
TOTAL	$	20,455.00

ITEM #	DESCRIPTION	MANUFACTURE	PART NUMBER	QUANITY	U/I
1	12 STRAND 50 MICRON MM OSP DIELECTRIC FIBER	COMMSCOPE	M-OP-12-LT-D-LE-BK-O-012	2,300	FT
2	RACK MOUNT FIBER ENCLOSURE (1RU)	COMMSCOPE	RFE-SLG-EMT/1U	2	EA
3	6 PORT ST, MM COUPLER PANEL	COMMSCOPE	MFA-ST06-AQ	4	EA
4	12 STRAND FANOUT KIT	COMMSCOPE	KIT-090-012	4	EA
5	ST, MM FIBER CONNECTOR	JAR	FC95-100-02BP3B	48	EA
6	900um BOOTS BLACK	JAR	FC95-400-08P9B	48	EA

Thank You

Steven Dalton
Branch Manager
Devolve Corp.

DEVOLVE CORP

Agreed to Proposal #: 70017SD

Total Project Price (Taxes not included): $20,455.00

Customer: _____

By: _____ _____ _____
Printed Name Title Date

Signature: _____

After signing, please return a copy of this proposal to:

Steven Dalton
Branch Manager
Devolve Corp. Network Cabling Division
3918 WOW Rd. # 2-3
Corpus Christ, TX 78413

AI-5205 **18.D.1.**

Phase II-Accessibility Compliance Renovations for 275th & 370th State Dist. Courts

CC REGULAR

Date: 08/28/2007
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval to solicit proposals from area job order contractors through the County's membership/participation with purchasing cooperatives, for the provision of labor and materials (as attached hereto)for: "Phase II-Accessibility Compliance Renovations for 275th & 370th State District Courts" (07-226)

BACKGROUND

1. Back up-Inspection report by RAS inspector, recommendations by department and George Garcia from AGADC plus Phase II plans.

Fiscal Impact

FISCAL YEAR: 07 **ACCT. #:** 7-1328-419-40-220-020-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available account balance is $ 14,810.33 as of 08/23/07.

Attachments

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/22/2007 04:01 PM	APRV
2	Budget & Management	Dina Trevino	08/22/2007 09:09 PM	APRV
3	Erika Reyna	Erika Reyna	08/23/2007 10:37 AM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 02:28 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:38 PM	APRV

Form Started By: Roli Flores Started On: 08/22/2007 02:29 PM

Final Approval Date: 08/24/2007

THE COUNTY OF HIDALGO TEXAS

BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

FAX TRANSMISSION COVER SHEET

****

TO: 318-2029 Attn: Roli Flores

FROM: Daniel Flores

DATE/TIME: 8/10/07

TOTAL PAGES (4)
(Including Cover Sheet)

COMMENTS:

*Should you have any problems with the transmission of this fax, please contact Nelda at our office (956) 289-7850.

BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

To: Rolando Flores, Purchasing

From: Daniel Flores, Director
Buildings and Grounds

Date: August 16, 2007

Re: TDLR Project No. EABPRJA0001309 Accessibility Compliance 270th and 375th.

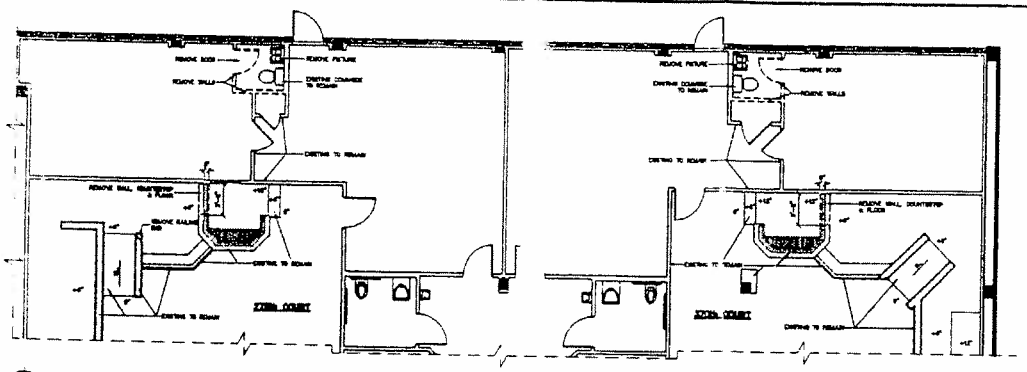
On May 14, 2007, I received a memo via purchasing that TDLR Project at 270th and 375th time extension had elapsed. AlcocerGarcia Associates Design Consulting (AGADC) had tried to get a variance for the two Judges bathrooms but was advised that request had to be submitted prior to construction, George then recommended to proceed with corrections in accordance with plans.

On May 16, 2007, a memo was sent to purchasing department (copy attached) to Mr. Tapia with recommendion to proceed with seeking a subcontractor to complete Phase II, spoke with Mr. Tapia several time about this issue.

On August 16, 2007, spoke with Mr. Garcia from AGADC said he would look at plans again, but had advised County to proceed with project. (phase II) Mr. Garcia's impression, when he spoke with Mr. Seanz (Registered Accessibility

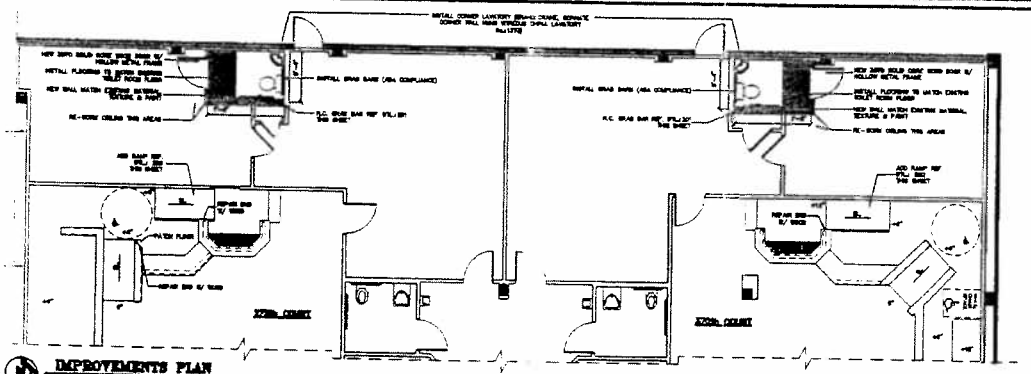
Specialist) that something could be worked out with the state to allow the County to complete Phase II of the project in accordance with plans.

Rolando, please let this memo serve as a second request to seek outside sources to complete phase II of the TDLR requirements as per plans provided by AGADC. (All of Phase I has been completed by Buildings and Grounds staff.)



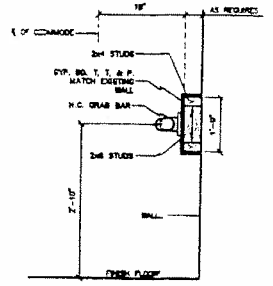
DEMOLITION PLAN

SCALE: 3/16" = 1'-0"



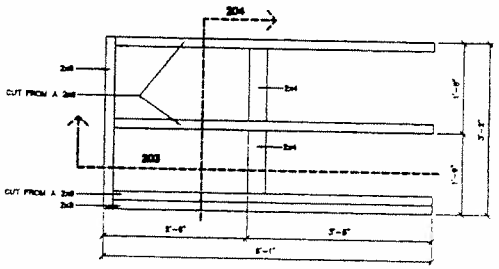
IMPROVEMENTS PLAN

SCALE: 3/16" = 1'-0"



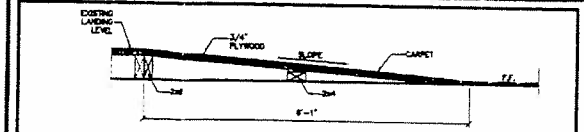
H.C. GRAB BAR MOUNTING 201

SCALE: 1" = 1'-0"



RAMP FRAMING PLAN 208

SCALE: 1" = 1'-0"



RAMP SECTION 208

SCALE: 1" = 1'-0"

RAMP DETAIL 204

SCALE: 1" = 1'-0"

PHASE II

ACCESSIBILITY COMPLIANCE ITEMS

275th & 370th COURTS

HIDALGO COUNTY COURT HOUSE

EDINBURG, TEXAS

AGADC

AGADC 1335 E. Jasmine McAllen, Texas 78501 Tel: 956 .618.2007 FAX: 956.618.2008
Alcocer Garcia Associates Design Consulting

LETTER OF TRANSMITTAL

DATE: 8 - 15 -06

To: Hidalgo County Purchasing Department

Edinburg, Tx

Attn: **Roli Flores**

Project: Two Courtrooms
Hidalgo County Courthouse, Edinburg, TX

We are sending you: **X** Attached **X** As Listed Below

Shop drawings | Prints | Prelim plans | Specifications

Submittals | Product samples | Documents | Correspondence

QTY	Date	Number	Description
1			R. Saenz TDLR Inspection Report

These are transmitted as checked below:

For your review | For your approval | For distribution | **X** For your records

As requested | Re-submit | For your use | For processing

Message: We will inspect non-compliant items and report our findings to you. Should additional time be necessary for corrections, we will apply for extension(s) as required.

By: George Garcia
Architect

JIS ACCESSIBILITY SERVICES

OFFICE • 956-533-9838 • FAX • 956-383-0391 • 10321 N. 12TH St. • McALLEN • TEXAS

Alcocer Garcia Associates Design Consulting
Attn: Eduardo Alcocer
1333 Jasmine Avenue
McAllen, TX 78501

July 30, 2006

RE: Hidalgo County Courthouse
Inspection performed: July 1, 2006

INSPECTION – DISAPPROVED

Dear Mr. Alcocer,

The referenced facility has been inspected and found in compliance with some of the provisions of the Texas Architectural Barriers Act, Article 9102, Texas Civil Statutes.

The non-complying items noted on the enclosed inspection report must be corrected and verification (in writing) of completed corrective modifications must be furnished to this office within 90 days from the date of this letter. If compliance cannot be accomplished within the specified time, please contact this office as soon as possible.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record of this facility; contact Roberto J. Saenz at (956) 533-9838. Please reference the Department assigned project number in all future correspondence pertaining to this project.

Sincerely,

Roberto J. Saenz
RAS # 0158

Inspection Report

Inspection Report
Article 9102, T.C.S.
Texas Accessibility Standards

TDLR Project No: EABPRJA0001309
RAS Project No: 060701-1

Facility:	HIDALGO COUNTY COURTHOUSE		
Project:	Renovation to Courthouse for two new courtrooms		
Address:	100 N. Closner	**City:**	Edinburg
Owner:	Hidalgo County		
Inspector:	Roberto J. Saenz RAS# 0158	**Inspection Date:**	07/01/06

Project Scope: TAS 4.1.5 BUILDINGS: ADDITIONS and TAS 4.1.6 BUILDINGS: ALTERATIONS to an area containing a primary function.

Project Description: ALTERATION AND ADDITION TO AN EXISTING COUNTY COURTHOUSE INCLUDING, BUT NOT LIMITED, THE DEMOLITION AND INSTALLATION OF PARTITION WALLS IN COURTROOMS, JUDGES' CHAMBERS, JURY ROOMS, AND ADMINISTRATIVE OFFICES.

VIOLATION **4.3** **Accessible Route**

4.3.2(1) Exterior Routes
At least one accessible route within the boundary of the site shall be provided from public transportation stops, accessible parking and accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance they serve. The accessible route shall, to the maximum extent feasible, coincide with the route for the general public unless that route would violate 4.3.2(5).

Route from visitor's and staff's parking spaces on West Side of courthouse were not accessible. Please ensure that accessible routes are created.

4.3.2(3) Interior Routes
At least one accessible route shall connect accessible building or facility entrances with all accessible spaces and elements and with all accessible dwelling units within the building or facility.

Route to Judge's Bench in courtrooms 103 & 115 are not accessible. Route to Jury box in Courtroom 103 is not accessible due to obstruction (Clear width on 23"). Please ensure that accessible routes are created.

4.3.2(5) Vehicle Hazards
(5) Accessible routes shall be located so that users are not required to wheel or walk behind parked vehicles (except the one they operate or in which they are a passenger) or in traffic lanes.

Existing Parking spaces, designated accessible, cause users to wheel or walk behind parked vehicles. Please ensure accessible parking space complies with 4.3.2(5) Vehicle Hazards.

Inspection Report

4.3.8 Changes in Levels
Changes in levels along an accessible route shall comply with 4.5.2. If an accessible route has changes in level greater than 1/2 in (13 mm), then a curb ramp, ramp, elevator, or platform lift (as permitted in 4.1.3 and 4.1.6) shall be provided that complies with 4.7, 4.8, 4.10, or 4.11, respectively. An accessible route does not include stairs, steps, or escalators. See definition of "egress, means of" in 3.5.

Staff entrance on West Side of courthouse to Staff Rooms 106 & 112, have a step creating changes in level. Please ensure that entrances comply with 4.3.8, Changes in Levels.

VIOLATION **4.6 Parking and Passenger Loading Zones.**

4.6.3* Parking Spaces.
Accessible parking spaces shall be at least 96 in (2440 mm) wide. Parking access aisles shall be part of an accessible route to the building or facility entrance and shall comply with 4.3. Two accessible parking spaces may share a common access aisle (see Fig. 9b). Parked vehicle overhangs shall not reduce the clear width of an accessible route. Parking spaces and access aisles shall be level with surface slopes not exceeding 1:50 (2%) in all directions.

Parking spaces designated accessible do not contain access aisles. Please ensure that accessible parking spaces comply with 4.6.

4.6.4* Signage.
Each accessible parking space shall be designated as reserved by a *vertically mounted or suspended* sign showing the symbol of accessibility (see 4.30.7). Spaces complying with 4.1.2(5)(b) shall have an additional sign "Van-Accessible" mounted below the symbol of accessibility.

(1) Characters and symbols on such signs shall be located 60" (1525 mm) minimum above the ground, floor, or paving surface so they cannot be obscured by a vehicle parked in the space.

Signage characters and symbols are 50"- 52" above the ground. Please verify that signage is installed according to TAS 4.6.4. (60" minimum above ground).

VIOLATION **4.7 Curb Ramps.**

4.7.1 Location.
Curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.

There are no Curb Ramps provided at accessible parking spaces. Please ensure that accessible routes are created from accessible parking spaces to buildings or facilities in accordance to 4.7.1 Location.

Inspection Report

VIOLATION **4.16** **Water Closets.**

4.16.6 Dispensers
Toilet paper dispensers shall be installed within reach, as shown in Fig. 29(b). Dispensers that control delivery, or that do not permit continuous paper flow, shall not be used.

Toilet paper dispensers, located in Men's and Women's Restroom 107 & 111, are installed at 43" A.F.F. Please ensure that they are installed according to Fig. 29(b) and do not obstruct access to grab bar.

VIOLATION **4.19** **Lavatories and Mirrors.**

4.19.4 Exposed Pipes and Surface
Hot water and drain pipes under lavatories shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories.

Lavatory drain pipes located in Men's and Women's Restroom 107 & 111, are exposed. Please ensure that pipes are insulated or otherwise configured to protect against contact.

4.19.6* Mirrors.
Mirrors shall *be on accessible routes at locations consistent with that of other mirrors in the same room, and shall* be mounted with the bottom edge of the reflecting surface no higher than 40 in (1015 mm) above the finish floor (see Fig. 31). *Mirrors that are intended to be used by both ambulatory people and wheelchair users, such as might be provided in a single-occupancy toilet room or any toilet room having only one mirror, must be at least 74 in (1880 mm) high at their topmost edge.*

Mirror, in Women's Restroom 111, is mounted with bottom edge of the reflective surface at 41 ½". Please ensure that mirror is mounted with the bottom edge of the reflecting surface no higher than 40 in (1015 mm) above the finish floor (see Fig. 31).

VIOLATION **4.22** **Toilet Rooms**

4.22.1 Minimum Number.
Toilet facilities required to be accessible by 4.1 shall comply with 4.22. Accessible toilet rooms shall be on an accessible route.

4.1.3(11) Toilet Facilities.
If toilet rooms are provided, then each public and common use toilet room shall comply with 4.22. Other toilet rooms provided for the use of occupants of specific spaces (i.e., a private toilet room for the occupant of a private office) shall be adaptable. If bathing rooms are provided, then each public and common use bathroom shall comply with 4.23. Other bathing rooms provided for the use of occupants of specific spaces (i.e., a private bathroom for the

occupant of a private office) shall be adaptable. Accessible toilet rooms and bathing facilities shall be on an accessible route.

Private Toilet Rooms 105 & 113 are not adaptable in accordance with 4.1.3(11). Please ensure that they comply with 4.1.3(11).

4.22.7 Controls and Dispensers.
If controls, dispensers, receptacles, or other equipment are provided, then at least one of each shall be on an accessible route and shall comply with 4.27.

4.27.3* Height. The highest operable part of controls, dispensers, receptacles, and other operable equipment shall be placed within at least one of the reach ranges specified in 4.2.5 and 4.2.6. Electrical and communications system receptacles on walls shall be mounted no less than 15 in (380mm) above the floor.

4.2.5* Forward Reach. If the clear floor space only allows forward approach to an object, the maximum high forward reach allowed shall be 48 in (1220 mm) (see Fig. 5(a)). The minimum low forward reach is 15 in (380 mm). If the high forward reach is over an obstruction, reach and clearances shall be as shown in Fig. 5(b). For mounting heights suitable in schools and other facilities used primarily by children see section 2.1.1.

4.2.6* Side Reach. If the clear floor space allows parallel approach by a person in a wheelchair, the maximum high side.reach allowed shall be 54 in (1370 mm) and the low side reach shall be no less than 9 in (230 mm) above the floor (Fig. 6(a) and 6(b)). If the side reach is over an obstruction, the reach and clearances shall be as shown in Fig. 6(c). For mounting heights suitable in schools and other facilities used primarily by children see section 2.1.1.

Paper towel dispenser, in Men's Restroom 107, is mounted at 60" A.F.F.. Please ensure that paper towel dispenser complies with 4.22.7 Controls and dispensers.

VIOLATION 4.28 Alarms

4.28.1 General.
Alarm systems required to be accessible by 4.1 shall comply with 4.28. At a minimum, visual signal appliances shall be provided in buildings and facilities in each of the following areas: restrooms and any other general usage areas (e.g., meeting rooms), hallways, lobbies, and any other area for common use.

Alarm system was not installed throughout the newly renovated area. Please ensure that renovated area complies with 4.28 Alarms.

Inspection Report

VIOLATION **4.33** **Assembly Areas**

4.1.3(19)* Assembly Areas.

(a) In places of assembly with fixed seating accessible wheelchair locations shall comply with 4.33.2, 4.33.3, and 4.33.4 and shall be provided consistent with *Table 4.*

Wheelchair space, in Jury Box located in Courtroom 115, is less than the 30" x 48". Please ensure that a 30" x 48" clear floor space is provided.

END OF INSPECTION REPORT

Alcocer Garcia Associates Design Consulting
1335 E. Jasmine Ave.
McAllen, Texas 78501
Off. 956-618-2007
Fax. 956-618-2008

F A X

Date: 5 - 14 - 07

To: Hidalgo County Purchasing Department

Fax: 318-2629

Attn: **Roli Flores**

Projects: 2 Courtrooms
Hidalgo County Courthouse

From: George Garcia

Number of pages : 2

Message: Attached is copy of letter I sent Ms Salazar today regarding TDLR compliance items.

AGADC
ALCÓCERGARCÍAASSOCIATES
DESIGN CONSULTING

May 14, 2007

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor
Edinburg, Tx 78539

Via FAX No. 318-2629

RE; TDLR Project No.: EABPRJA0001309
Accessibility Compliance, 270th & 375th Courtroom Areas,
Hidalgo County Courthouse

Dear Ms Salazar,

Roberto Saenz, Registered Accessibility Specialist (RAS), has notified me that the time extension period has elapsed for the accessibility compliance items at the courtrooms and at the parking lot. According to Mr. Saenz, the Texas Department of Licensing and Regulation (TDLR) will most likely contact the County sometime in the future

As for any variances, Mr. Saenz stated that variances are only considered by the TDLR before the time construction has started. Since this is not an available option, I urge that the county proceed with the remaining corrective items according to the plans we provided to the County. After the completion of all items, I will contact Mr. Saenz. This should avert further enforcement measures by the TDLR.

We will assist the County in any way possible and will keep Mr. Saenz up-dated on the work.

Sincerely,

George A. Garcia

George A. Garcia, Architect

cc: Roli F., Hid Cty Purchasing Dept.
Daniel Flores, Director, Hid Cty Buildings & Grounds Dept.
Roberto Saenz, RAS

Alcocer Garcia Associates Design Consulting
1335 E. Jasmine Ave.
McAllen, Texas 78501
Off. 956-618-2007
Fax. 956-618-2008

FAX

Date: 5 - 11 - 07

To: Hidalgo County Purchasing Department

Fax: 318-2629

Attn: **Roli Flores**

Projects: 2 Courtrooms
Hidalgo County Courthouse

From: George Garcia

Number of pages : 2

Message: Attached is copy of Texas Accessibility Standards section regarding restrooms in private offices.

(10)* Drinking Fountains:

(a) Where only one drinking fountain is provided on a floor there shall be a drinking fountain which is accessible to individuals who use wheelchairs in accordance with 4.15 and one accessible to those who have difficulty bending or stooping. (This can be accommodated by the use of a "hi-lo" fountain; by providing one fountain accessible to those who use wheelchairs and one fountain at a standard height convenient for those who have difficulty bending; by providing a fountain accessible under 4.15 and a water cooler; or by such other means as would achieve the required accessibility for each group on each floor.)

(b) Where more than one drinking fountain or water cooler is provided on a floor, *at least* 50% of those provided shall comply with 4.15 and shall be on an accessible route, *and at least one shall be at a standard height (as described in 4.1.3(10)(a)). People with disabilities shall not be required to travel more than 250 feet from anywhere on a floor or level to reach an accessible drinking fountain if there are units provided within that distance.*

(11) Toilet Facilities: If toilet rooms are provided, then each public and common use toilet room shall comply with 4.22. Other toilet rooms provided for the use of occupants of specific spaces (i.e., a private toilet room for the occupant of a private office) shall be adaptable. If bathing rooms are provided, then each public and common use bathroom shall comply with 4.23. *Other bathing rooms provided for the use of occupants of specific spaces (i.e., a private bathroom for the occupant of a private office) shall be adaptable.* Accessible toilet rooms and bathing facilities shall be on an accessible route. [TM-15]

(12) Storage, Shelving and Display Units:

(a) If fixed or built-in storage facilities such as cabinets; shelves, closets, and drawers are provided in accessible spaces, at least one of each type provided shall contain storage space complying with 4.25. Additional storage may be provided outside of the dimensions required by 4.25.

(b) Shelves or display units allowing self-service by customers in mercantile occupancies shall be located on an accessible route complying with 4.3. Requirements for accessible reach range do not apply.

(13) Controls and operating mechanisms in accessible spaces, along accessible routes, or as parts of accessible elements (for example, *thermostats, alarm activating devices, ventilators, electrical outlets,* access *card readers,* light switches and dispenser controls) shall comply with 4.27. [TM-15]

(14) If emergency warning systems are provided, then they shall include both audible alarms and visual alarms complying with 4.28. Sleeping accommodations required to comply with 9.3 shall have an alarm system complying with 4.28. Emergency warning systems in medical care facilities

THE COUNTY OF HIDALGO TEXAS

DANIEL FLORES
Director

BUILDING & GROUNDS
County Of Hidalgo

To: Rolando Flores, Purchasing Dept.

From: Daniel Flores, Director Buildings and Grounds

Date: March 28, 2007

Re: ADA State Mandated Corrections (275th & 370th Districts Courts)

Carpenters are scheduled to start corrections at the above mentioned Courts today. Miscommunication with Judge Noe Gonzalez had caused a delay but it has been resolved. The corrections will goes as follows:

1. Carpenter will correct bathrooms and ramp in accordance with architect phase I blue prints.
2. Ester Contreras 370th Court Coordinator will schedule Buildings and Grounds to come in on a Saturday to do the corrections in the jury section.(no definite date as of today)
3. George Garcia will be looking at the Handicap parking issue by rear entrance today. (Once that is complete we will set up an appointment with Judge Noe Gonzalez)

Cc: Martha Salazar, Purchasing Agent
Commissioner Hector "Tito" Palacios

THE COUNTY OF HIDALGO TEXAS

DANIEL FLORES
Director

BUILDING & GROUNDS
County Of Hidalgo

To: Rolando Flores, Purchasing
George Garcia, AGADC

From: Daniel Flores, Director Buildings and Grounds

Date: March 20, 2007

Re: Accessibility Corrections at 270th and 375th Courtroom Areas

Rolando, all items on the accessibility Phase I are being worked on, except one item the ADA parking spaces shown on blue prints. Judge Noe Gonzalez does not want two handicap parking spaces by the rear entrance said "the courthouse has enough ADA parking spaces" tried to explain that this was from a State ADA inspection and was required. Judge Noe Gonzalez wants an alternative solution. Please advise as to possible solution. The completion of the corrections will not be done soon, might need an extension.

AI-5162 **18.E.1.**

Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2007 to the Edinburg Post Office

CC REGULAR

Date: 08/28/2007
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Olga Montero
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Tax Office

Information

CAPTION

Presentation for consideration, discussion and action (if applicable) to award the lowest bid received meeting all specifications and requirements with approval of contract (subject to legal review) for: "Printing of Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the Year 2007 to the Edinburg Post Office"-Hidalgo County Tax Assessor/Collector

BACKGROUND

Refer to letter of recommendation from Tax Office
Tabulation Sheet
Draft Contract

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-15-140-001-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $29,229.55 as of 8/22/07.

Attachments

Link: memo/tab sheet/draft contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/22/2007 11:14 AM	APRV
2	Budget & Management	Dina Trevino	08/22/2007 03:39 PM	APRV
3	Dale Kennan	Dale Kennan	08/22/2007 03:49 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 02:26 PM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:38 PM	APRV

Form Started By: Olga Montero Started On: 08/21/2007 10:05 AM

Final Approval Date: 08/24/2007

PURCHASING DEPARTMENT
County Of Hidalgo

M E M O R A N D U M

To: Armando Barrera Jr. RTA
Tax Assessor-Collector
Attn: Paul Villarreal Jr. RTA

From: Olga T. Montero, Buyer
Purchasing Dept.

Date: August 08, 2007

Ref: Recommendations for Bid No. 2007-277-08-08-otm

Please review the attached tabulations for the above referenced project. Submit your recommendations by no later than 10:00 A.M., THURSDAY, AUGUST 09, 2007 to place on Commissioner's Court for award by next scheduled Commissioners Court.

If you should have any questions, please contact me at (956) 318-2626.

Recommended Vendor(s): EZ Access, McAllen Texas

Account Number(s): 7 - 1100-415-15-140-001-0350

Signature

8-17-07
Date

Encl.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET
Bid No. 07-277-08-08-otm

DEPARTMENT NAME: Hidalgo Count -Tax Assessor/Collector

BID OPENING DATE: August 08, 2007 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Printing Tax Rolls, Folding, Inserting, Pre-Sorting and Delivering of New Tax Statements for the year of 2007 to the Edinburg Post Office "

BUYER: OLGA T. MONTERO

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Copy Zone McAllen, Tx	Item 1 Item II Item III	NO BID	
#2	Laser Printing & Mailing San Antonio, Tx	Item I $ 12,025.00 Item II $ 2,700.00 Item III $ 7,442.00	$22,167.00	
#3	E Z Access McAllen, Texas	Item I $ 11,602.00 Item II $ 2,625.00 Item III $7,187.00	$21,414.00	✓
#4		Item I Item II Item III		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-277-08-08-otm

THIS CONTRACT is made and entered into this **28th day of August, 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **EZ Access, Inc**, ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PRINTING OF TAX ROLLS, FOLDING, INSERTING, PRE-SORTING AND DELIVERING OF NEW TAX STATEMENTS FOR THE YEAR 2007 TO THE EDINBURG POST OFFICE"**(the "Services"); and

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

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

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

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

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

3. This Contract shall be for a period beginning **August 28**, **2007**, and ending **upon completion** and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

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

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

draft

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

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

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

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

If to Company: **EZ Access, Inc.**
4200-A N. Bicentennial Dr.
McAllen, Texas 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 unenforceable provision had never been contained herein.

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

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

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

draft

WITNESS our hands in duplicate originals this _____ day of _____, 2007.

COUNTY OF HIDALGO

By:

Juan De Dios Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr, County Clerk

COMPANY:

By:

Printed Name:

Title:

draft

AI-5077 **18.F.1.**

Standing Item

CC REGULAR

Date: 08/28/2007
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 01:34 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/15/2007 01:59 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 11:26 AM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:07 PM	APRV

Form Started By: Nielda Cavazos Started On: 08/14/2007 02:18 PM

Final Approval Date: 08/24/2007

AI-5192 **18.F.2.**

Proclamation

CC REGULAR

Date: 08/28/2007
Submitted By: Neilda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Approval of Proclamation honoring the late "Coach" Robert R. Vela for his exemplary dedication to academic excellence and athletic achievements

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 08:45 PM	APRV
2	Purchasing Department	Marty Salazar	08/23/2007 05:35 PM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 11:26 AM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV
Form Started By: Nielda Cavazos			Started On: 08/22/2007 11:56 AM	
Final Approval Date: 08/24/2007				

AI-5215 **18.F.3.**

HIPAA Consulting Services
CC REGULAR

Date: 08/28/2007
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Gricelda Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the negotiated contract (including best and final offer & subjet to legal review) with Border Visions Consulting Group L.L.C for RFP-Consulting Services Turn-Key HIPAA Compliance Solution and Related Services (On an "As Needed Basis") with a term of 180 days.

BACKGROUND

NOTE: Hidalgo County may elect to continue the HIPAA Compliance Solutions and Related Services Program through the Safety Division Department upon expiration of contract.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1100-415-14-115-001-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $37,100.00 as of 8/24/07.

Attachments

Link: HIPAA Project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/24/2007 06:59 AM	APRV
2	Budget & Management	Dina Trevino	08/24/2007 09:30 AM	APRV
3	Dale Kennan	Dale Kennan	08/24/2007 11:31 AM	APRV
4	Auditor's Office		08/24/2007 04:42 PM	NEW

Form Started By: Gricelda Villarreal Started On: 08/22/2007 03:55 PM

Final Approval Date: 08/24/2007

Scope of Work

Task One – Assesment of Current HIPAA Compliance by Various Departments

Border Visions Consulting Group L.L.C. will provide a complete assessment of each of the departments to identify where the County of Hidalgo is non compliant of HIPAA regulations. All departments which handle protected health information will be part of the assessment.

Task Two – Train the Trainer Program

Border Visions Consulting Group L.L.C. will develop a curriculum for establishing a train the trainer program. The program will be developed to be used for in house trainers and program compliance inspectors.

Provide a Two day training program for train the trainer. Each trainer shall be responsible for understanding County approved HIPAA policies and procedures, train each of the county employees who deal with protected health information, designing a system to ensure follow up for inspecting compliance, and renewing business associate agreements on a yearly basis and prepare new one for new vendors.

Task Three – Business Associate Agreements

Create new agreements for all county vendors which provide health services to the County of Hidalgo

Task Four- Privacy Officer/ Contact Person/ Security Officer Training Program

The Privacy Officer will be trained for directing the development and implementation of the latest federal privacy policies, procedures and practices throughout Hidalgo County; including overseeing training, communications, compliance monitoring, handling of complaints and compliance issues, and resolving any issues involving the uses or disclosures of protected health information ("PHI").

The Contact Person will be trained supervise the safeguarding of PHI within the workplace. This person will provide leadership and guidance in establishing, overseeing and coordinating information security throughout the office and in ensuring compliance with HIPAA security requirements.

The Security Officer will be trained for the ongoing management of information security policies, procedures and technical systems in order to maintain the confidentiality, integrity and availability of all organizational healthcare

Task Five – Employee Training Program (New Hires/Promotions)

Border Visions Consulting Group L.L.C. shall provide a total of 6 training sessions (two per month). Each class will hold a maximum of 30 students in each class. Any staff who does not make these training session will be trained by internal county staff who will be prepared to do so. Each of the County Trainers will be required to attend all six of these trainings prior to hold a session on their own.

Policies and Procedures Manual Training for Key Personnel

Border Visions Consulting Group L.L.C. shall provide a total of three (3) two (2) day training sessions (one per month) Each class will hold a maximum of 15 students and provide an understanding of County approved policies and procedures as mandated by federal law. County trainers, privacy officer, contact person, and security officer will be required to attend at least one of these training sessions

Best and Final Offer Cost

September 2007	**$5,000.00**
October 2007	**$5,000.00**
November 2007	**$5,000.00**
December 2007	**$5,000.00**
January 2007	**$5,000.00**
February 2007	**$5,000.00**

Additional Costs:

Copies
Copies of hand out to be copied by County of Hidalgo or provided by Border Visions Consulting Group L.L.C. at .15 cents per black and white and $1.15 per page for color.

Additional EmployeeTrainings
Additional Employee Trainings will be charged at $150.00 per person.

A monthly report will be submitted with each invoice describing the tasks performed for any given month.

AI-5206 **18.G.1.**

UCP-City of Elsa-Emergency Repairs-Manhole Collapse
CC REGULAR

Date: 08/28/2007
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 Elsa in connection with the immediate repair of a collapsed manhole located on the corner of Extrumberto Solis & East 4th. Streets to be paid through UCP funding.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

As per UCP staff, projected cost of the repair is approximately $17,000.00 to be paid out of program funds.

Attachments

Link: 5206

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/23/2007 05:39 PM	APRV
2	Budget & Management	Dina Trevino	08/23/2007 10:41 PM	APRV
3	Rey Salazar	Rey Salazar	08/24/2007 01:27 PM	APRV
4	Auditor's Office		08/24/2007 04:42 PM	NEW

Form Started By: Marty Salazar — Started On: 08/22/2007 02:44 PM

Final Approval Date: 08/24/2007

LC 8.21.07
Item 13a-B-3

NOE GARZA ENGINEERS, INC.
NSPE • TSPE • TSA
918 WEST NOLANA • PHARR, TEXAS 78577
www.ngeinc.net
FAX (956) 783-1209
(956) 783-1207

MEMORANDUM

TO: The Honorable Senovio Castillo, Mayor
City of Elsa

FROM: Noé Garza, P.E., City Engineer

DATE: August 17, 2007

SUBJECT: City of Elsa Collapsed Manhole

In regards to the collapsed manhole located at the corner of East 4th Street and Humberto Solis, City needs to repair manhole as soon as possible. This collapsed manhole is causing a clear and imminent threat to public health and safety.

This manhole serves the South side of town and it is critical to repair right of way. If you should have any questions or need any additional information please contact our office at 956.783.1207.

AUG 17

EMERGENCY MEETING

TAKE NOTICE THAT AN EMERGENCY MEETING
OF THE CITY COUNCIL OF THE CITY OF ELSA WILL BE
HELD AT 216 EAST V.F.W.(4TH STREET), ELSA, TEXAS,
COMMENCING AT 6:00 P.M. ON FRIDAY,
THE 17TH DAY OF AUGUST, 2007.

If during the course of the meeting, the City Council should determine that a Closed Session or meeting is authorized by Section 551.071 to 551.074 of the Government Code. Vernon's Texas Codes, Annotated. Notice of Closed or Executive Session will be given after the commencement of the meeting covered by this notice pursuant to Section 551.101 of the Local Government Code.

Should any final motion, decision, or vote be required in the opinion of the Council with regards to any item during the meeting, then such final action, decision, or vote shall be made during the open meeting covered by this notice upon the reconvening of this Public Meeting.

AGENDA

I. Call Meeting to Order

II. Roll Call

III. Pledge of Allegiance

IV. New Business

Under VTCA Chapter 551.045, Notice of Emergency Meeting
(b) (1) an imminent threat to public health and safety;

The manhole located at the corner of E. 4th Street and Extumberto Solis has collapsed causing a clear and imminent threat to public health and safety.

A. Consideration and action, if any, on declaring an emergency concerning the collapse of the central manhole located at the corner of E. 4th Street and Extumberto Solis.

IV. Adjournment

CITY OF ELSA

AUG 20

August 20, 2007

To Whom It May Concern:

As required, I am sending you a complete and certified excerpt from the minutes of August 17, 2007, an Emergency Meeting of the City Council of the City of Elsa, 6:00 P.M.

ITEM IV. NEW BUSINESS

Under VTCA Chapter 551.045, Notice of Emergency Meeting (b) (1) an imminent threat to public health and safety;

The manhole located at the corner of E. 4th Street and Extumberto Solis has collapsed causing a clear and imminent threat to public health and safety.

ITEM A. CONSIDERATION AND ACTION, IF ANY, ON DECLARING AN EMERGENCY CONCERNING THE COLLAPSE OF THE CENTRAL MANHOLE LOCATED AT THE CORNER OF E. 4TH STREET AND EXTUMBERTO SOLIS.

A motion to declare an emergency of the collapsed manhole located at the corner of E. 4th Street and Extumberto Solis, and to solicit assistance from the Hidalgo Urban County Program in this emergency repair due to the current financial situation of the City, was made by Commissioner Cain Caceres, seconded by Mayor Pro-Tem Robert Escobar. Motion carried.

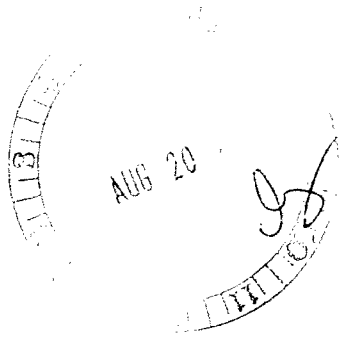
I, Maria Hilda Ayala, City Secretary, certify that this is a complete and correct excerpt of the minutes of August 17, 2007.

Maria Hilda Ayala
City Secretary

P.O. BOX 427 ELSA, TEXAS 78543 PHONE (956) 262-2127 FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

JM Construction
3701 Jade St.
Weslaco, TX 78599



August 17, 2007

Noe Garza Engineering

Ref: Manhole Collapse for City Elsa

1. Repair Manhole Collapse 15' deep $16,500.00

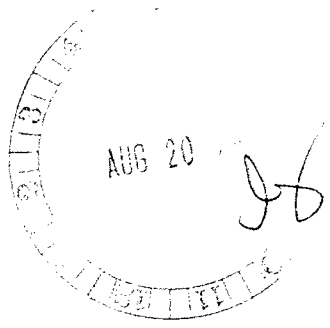
Thank You,

Gabriel Carrillo

TEJAS PAVING &UTILITIES

Improving & Maintaining the Valley Since 1985

1212 S. RAUL LONGORIA RD.
EDINBURG, TX. 78539
OFFICE # (956)387-0003
FAX # (956)387-0005
July 25, 2007



STATEMENT of PROBABLE COST

To: City of Elsa

C/O: Noe Garza

RE: Replacement of Manhole

ITEM#	DESCRIPTION	
1.	Remove Existing Manhole	
2.	Refine Existing Base	
3.	Install New Manhole	
4.	Connect All lines to the New Manhole	
5.	Seal New Lines in the New Manhole	
6.		
7.		
		Amount $18,993.42

CONTRACTOR: _____ TITLE:_____

PRINT NAME:_____

SIGNED: _____ DATE:_____

08/21/2007 TUE 9:45 FAX 956 783 1209 Noe Garza ENG. →→ Urban County Program 003/004

THE 5125 COMPANY
1005 DOHERTY
MISSION, TX 78572
PH. (956) 583-5125
FAX (956)585-1633

AUG 20

Proposal

Date: August 17, 2007

Proposal Submitted To:	Worked To Be Performed At:
Noe Garza, P.E. Noe Garza Engineering	E. 4th Street & Humberto Solis City of Elsa

We hereby propose to provide the following:
- Labor
- Material

Our proposal does not include:
- Dewatering

Item	Description	Unit	Qty.	Bid Amount	Total
1	Manhole Replacement	LS	1	19,500.00	19,500.00
	TOTAL				$ 19,500.00

All work to be completed in a substantially workmanlike manner for the enclosed bid prices. Payment to be made within thirty days.

Respectfully Submitted by: _____
Pat Esperiueta

ACCEPTANCE OF PROPOSAL

The enclosed prices, descriptions of work or services to be performed are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted: _____ Rejected: _____

Date: _____ Signature: _____

Top

Manhole Collapse

E. 4th & Extramuro Solis St.

Top

Manhole Collapse
E. 4th & Extraordinario Solis St.

Top

Manhole Collapse

E. 4th & Encrumbered Solis St.

AI-5233 **18.H.1.**

Bid Opening Date Extension - Multi-Purpose Facility
CC REGULAR

Date: 08/28/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Pursuant to Texas Local Government Code Chapter 262.026a ratification of extension of bid opening date (issued through Addendum by Purchasing Agent) from Wednesday, August 29, 2007 to Wednesday, September 5, 2007 (as recommended by project architect VA Architecture) in connection with the sealed bid project for the: "Multi-Purpose Facility" specifically for RFB No. 2007-042A at the South Tower Park Project in order to increase participation

BACKGROUND

1. Extension memo request by VA Architect.

Fiscal Impact

FISCAL YEAR: 07 **ACCT. #:** 71212452001220080739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: extension memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/24/2007 07:25 AM	APRV
2	Budget & Management	Dina Trevino	08/24/2007 09:38 AM	APRV
3	Rey Salazar	Rey Salazar	08/24/2007 01:29 PM	APRV
4	Auditor's Office		08/24/2007 04:42 PM	NEW
Form Started By: Rocio Villarreal			Started On: 08/23/2007 11:13 AM	
Final Approval Date: 08/24/2007				

V·A Architecture

August 23, 2007

Martha L. Salazar
Purchasing Agent
Hidalgo County Administration Building
Fourth Floor
100 E. Cano
Edinburg, Texas 78539

RE: County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program

Ms. Salazar:

Due to the overwhelming request from General Contractors who are interested in bidding this project, it is the consensus of all that the extension of the bid date will help in receiving better competitive sub quotations from material men, suppliers, and sub-contractors. Therefore, we would respectfully request that we issue an addendum extending the bid date to Wednesday, September 5, 2007 @ 2:00 pm.

Should you have any questions, please phone our office.

Sincerely,

Reynaldo Vargas, A.I.A.
07-1002\LTR\SALAZAR\082307

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

V·A Architecture

FAX TRANSMISSION COVER SHEET

DATE:	August 23, 2007	**TIME:**	10:02 am
TO:	Martha L. Salazar	**FAX #:**	318-2629
		FROM:	Reynaldo Vargas, Architect
FIRM:	Hidalgo County Purchasing Dept.	**V·A JOB #:**	07-1004

PROJECT: County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program

REMARKS:

TOTAL # OF PAGES (INCLUDING THIS COVER SHEET): 2

PLEASE CONFIRM RECEIPT OF THIS FAX BY CALLING (956) 631-2242 AS SOON AS POSSIBLE.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL IMMEDIATELY.

FAX OPERATOR: Sonia

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax

AI-5213 **18.I.1.**

BCAP PRECINCT NO 2

CC REGULAR

Date: 08/28/2007

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 2 in the amount of $32,923.80 by J.M. Construction and as recommended for payment by project engineer R. Gutierrez Engineering Corporation in connection to Primavera Subdivision Paving Improvements through contract C-CAP-06-005-11-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1311-431-00-122-568-0-733

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

BUDGETARY IMPACT:

Available Balance in object code 733 as of 8-23-07 $51,636.00.

Attachments

Link: pymt no 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/22/2007 04:03 PM	APRV
2	Budget & Management	Dina Trevino	08/22/2007 09:17 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/23/2007 08:59 AM	APRV
4	Auditor's Office		08/23/2007 08:59 AM	NEW
5	Court Administrator		08/23/2007 08:59 AM	
Form Started By: Laura Moya			Started On: 08/22/2007 03:35 PM	
Final Approval Date: 08/23/2007				

Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchaser
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

DATE: 22 August 2007

Subject: Request for Payment No. 2 – Primavera I Subdivision CSJ: 2C1080568

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 28th August 2007.

Precinct 2 is requesting approval of Application for Payment No.2 for above-referenced Round II CAP Project in the amount of $32,923.80. The contractor is J.M. Construction and the project is carried by R. Gutierrez Engineering, Inc.

Account: 7-1311-431-00-122-568-0-733 & 734

If you have any questions, please advice.

Thanks,

memo purchasing req req for paymt 2 primavera i aug07

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

APPLICATION FOR PAYMENT NO. 2

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: J. M. Construction (CONTRACTOR)
Contract: C-CAP-06-005-11-28
Project: Primavera I Subdivision Paving Improvements
OWNER's Contract No. C-CAP-06-005-11-28 ENGINEER's Project No. ENG05.027
For Work accomplished through the date of: 08/03/2007

1.	Original Contract Price:		$ 198,786.90
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 7,941.00
3.	Current Contract Price (1 plus 2):		$ 206,707.90
4.	Total completed and stored to date:		$ 91,023.00
5.	Retainage (per Agreement):		
	10 % of completed Work:	$ 9,102.30	
	% of stored material:	$ -	
	Total Retainage:		
6.	Total completed and stored to date less retainage (4 minus 5):		$ 9,102.30
7.	Less previous Application for Payments:		$ 81,920.70
8.	Balance to Finish:		$ (48,996.90)
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 115,684.90
	Accompanying Documentation:		$ 32,923.80

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 1 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 8/14/07

J. M. Construction
CONTRACTOR

By: [signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 14th day of August 2007

[signature]
Notary Public
My Commission expires: 12/16/07

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2007

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8/13/07

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: [signature] P.E.

J. M. Construction — Contractor Name
02/23/2007 — Starting Date
03/22/2007 — Project Ending Date
Quantity Check — Engineer's / County Project Description

No.	Item Code	Description	Unit	Rates	Total Schedule of Values Quan	Total Schedule of Values Cost	Revised Schedule Value Quan	Revised Schedule Value Dollars
		(905) ROADWAY						
1	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.75	1,337.00	$ 1,002.75	1,337.000	$ 1,002.75
2	164	Cell Fiber Seeding (Temp)(Cool)	SY	$ 0.80	1,337.00	$ 1,069.60	1,337.000	$ 1,069.60
3	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.95	2,674.00	$ 2,540.30	2,674.000	$ 2,540.30
4	166	Fertilizer (16-8-8)	TON	$ 10,000.00	0.013	$ 130.00	0.013	$ 130.00
5	262	Driveways Flexible Base (4") (Ty PRB-1)	CY	$ 41.00	51.60	$ 2,115.60	51.600	$ 2,115.60
6	260	Lime (Ty A or B)	TON	$ 165.00	45.00	$ 7,425.00	0.000	$ -
7	260	Lime Treated Base (6")	SY	$ 5.00	7,815.00	$ 39,075.00	0.000	$ -
8	310	Prime Coat (MC-30)	GAL	$ 7.25	1,389.00	$ 10,070.25	1,389.000	$ 10,070.25
9	310	Prime Coat (MC-30)(Driveways)	GAL	$ 7.25	91.20	$ 661.20	91.200	$ 661.20
10	340	Asph. Conc. Pav. Ty "D"	TON	$ 91.00	594.00	$ 54,054.00	594.000	$ 54,054.00
11	340	Asph. Conc. Pav. Ty "D" (1") Driveway	TON	$ 91.00	25.20	$ 2,293.20	25.200	$ 2,293.20
12	502	Barricades, Signs & Traffic Handling	MO	$ 1,500.00	2.00	$ 3,000.00	2.000	$ 3,000.00
13	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 9.00	3,898.00	$ 35,082.00	3,898.000	$ 35,082.00
14	530	Driveways (CONCRETE)	SY	$ 53.00	552.00	$ 29,256.00	552.000	$ 29,256.00
15	560	Mailboxes (Single)	EA	$ 225.00	1.00	$ 225.00	1.000	$ 225.00
16	560	Mailboxes (Multiple)	EA	$ 375.00	9.00	$ 3,375.00	9.000	$ 3,375.00
17	644	Small Rdsd Sgn Assm (Ty A)	EA	$ 300.00	6.00	$ 1,800.00	6.000	$ 1,800.00
18	5010	Construction Exits (Ty II)(Install)	SY	$ 15.00	84.00	$ 1,260.00	84.000	$ 1,260.00
19	5010	Construction Exits (Ty II)(Remove)	SY	$ 15.00	84.00	$ 1,260.00	84.000	$ 1,260.00
20	5249	Temp Sediment Control Fence (Install)	LF	$ 8.00	384.00	$ 3,072.00	384.000	$ 3,072.00
		Total Roadway				**$ 198,766.90**		**$ 152,266.90**
		(906) DRAINAGE						
23	464	RCP (CLIII)(18")	LF	$ 28.00	0.00	$ -	683.00	$ 19,124.00
24	464	RCP (CLIII)(24")	LF	$ 37.00	0.00	$ -	741.00	$ 27,417.00
25	464	RCP (CLIII)(30")	LF	$ 50.00	0.00	$ -	158.00	$ 7,900.00
		Total Drainage				$ -		$ 54,441.00
		TOTAL BASE AMOUNTS:				**$ 198,766.90**		**$ 206,707.90**

Form 252 (Rev. 12/82)
(GSD-EPC)
Page 1 of 1

Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR J M Conxtruction

PROJECT NO. CAP-06-005-11-28 COUNTY HIDALGO DATE WORK BEGAN 06/18/2007

TIME COMPUTED FROM Daily log DATE WORK COMPLETED 07/23/2007

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
JUNE	18	1		Working on Curb and Gutter
	19	1		Working on Curb and Gutter
	20	1		Working on Curb and Gutter
	21	1		Working on Curb and Gutter
	22	1		Working on Curb and Gutter
	23	1		Weekend
	24	1		Weekend
	25	1		Working on Curb and Gutter
	26	1		Working on Curb and Gutter
	27	1		Working on Curb and Gutter
	28	1		Working on Curb and Gutter
	29	1		Working on Curb and Gutter
	30	1		Weekend
JULY	1	1		Weekend
	2	1		Working on Curb and Gutter
	3	1		Working on Curb and Gutter
	4	1		Holiday
	5	1		Working on street
	6	1		Working on street
	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
		28		Previous Time Statement
TOTALS	35	63	0	

NO. OF CONTRACT WORKING DAYS 120 NO. WORKING DAYS CHARGED TO DATE 63

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. JUAN MENDOZA

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

Form 252 (Rev. 12/82)
(GSD-EPC)
Page 1 of 1

Contract Time Statement

ESTIMATE NO. 3 CONTRACTOR J M Conxtruction

PROJECT NO. CAP-06-005-11-28 COUNTY HIDALGO DATE WORK BEGAN 07/23/2007

TIME COMPUTED FROM Daily log DATE WORK COMPLETED 07/29/2007

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
JULY	23	1		Working on Curb and Gutter
	24	1		Working on Curb and Gutter
	25	1		Working on Curb and Gutter
	26	1		Working on Curb and Gutter
	27	1		Working on Curb and Gutter
	28	1		Weekend
	29	1		Weekend
	30	0		County forces working on Flexible Base (JM Construction requested stoping the construction time)
	31	0		County forces working on Flexible Base (JM Construction requested stoping the construction time)
AUGUST	1	0		County forces working on Flexible Base (JM Construction requested stoping the construction time)
	2	0		County forces working on Flexible Base (JM Construction requested stoping the construction time)
	3	0		County forces working on Flexible Base (JM Construction requested stoping the construction time)
		63		Previous Time Statement
TOTALS	7	70	0	

NO. OF CONTRACT WORKING DAYS 120 NO. WORKING DAYS CHARGED TO DATE 70

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. JUAN MENDOZA

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

August 13, 2007

Ray Eufracio
County Auditor
Hidalgo County Auditor's Office
P.O. Box 689
Edinburg, TX 78540

Subject: Primavera No.1 Subdivision – Testing Requirements

Dear Mr. Eufracio:

I have reviewed all testing requirements and frequencies for the project stated above and work done, as of August 3, 2007. All tests have met TxDOT requirements.

Furthermore, please call me at our office number (956) 782-2557 if you have any other questions concerning to this matter.

Sincerely,

Luis J. Nava P.E.
Senior Project Manager

cc: file
Hector "Tito" Palacios, Pct. 2 Commissioner

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: rguteng@sbcglobal.net

J. M. Construction	Contractor Name
02/23/2007	Starting Date
03/22/2007	Project Ending Date
10%	Retainage Percent

Application No.:	2
Application Date:	08/03/2007
Period To:	08/03/2007
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	Revised Schedule Value	Application #1	Total To Date	Application #2	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
C-CAP-08-005-11-28	Primavera I Paving Improvements	$ 198,766.90	$ 206,707.90	$ 54,441.00	$ 54,441.00	$ 36,582.00	$ 91,023.00	$ 115,684.90	$ 9,102.30	$ 81,920.70	$ 48,996.90	$ 32,923.80
	TOTALS:	**$ 198,766.90**	**$ 206,707.90**	**$ 54,441.00**	**$ 54,441.00**	**$ 36,582.00**	**$ 91,023.00**	**$ 115,684.90**	**$ 9,102.30**	**$ 81,920.70**	**$ 48,996.90**	**$ 32,923.80**

08/07/2007 11:30 9567874883 HIDALGO CO PCT 2 PAGE 05

J. M. Construction — Contractor Name
02/23/2007 — Starting Date
03/22/2007 — Project Ending Date
Primavera I Paving Improvements — Engineer's / County Project Description

Application No.: 2
Application Date: 08/03/2007
Period To: 08/03/2007
Engineer's / County Project No.: ENG05.027

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)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(905) ROADWAY																
1	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.75	1,337.00	$ 1,002.75	$ 0.75	1,337.000	$ 1,002.75		-	$ -		-	$ -	$ -	1,337.000	$ 1,002.75
2	164	Cell Fiber Seeding (Temp)(Coal)	SY	$ 0.80	1,337.00	$ 1,069.60	$ 0.80	1,337.000	$ 1,069.60		-	$ -		-	$ -	$ -	1,337.000	$ 1,069.60
3	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.95	2,674.00	$ 2,540.30	$ 0.95	2,674.000	$ 2,540.30		-	$ -		-	$ -	$ -	2,674.000	$ 2,540.30
4	166	Fertilizer (16-8-8)	TON	$ 10,000.00	0.013	$ 130.00	$ 10,000.00	0.013	$ 130.00		-	$ -		-	$ -	$ -	0.013	$ 130.00
5	282	Driveways Flexible Base (4") (Ty PRB-1)	CY	$ 41.00	51.60	$ 2,115.60	$ 41.00	51.600	$ 2,115.60		-	$ -		-	$ -	$ -	51.600	$ 2,115.60
6	260	Lime (Ty A or B)	TON	$ 165.00	45.00	$ 7,425.00	$ 165.00	0.000	$ -		-	$ -		-	$ -	$ -	0.000	$ -
7	260	Lime Treated Base (6")	SY	$ 5.00	7,815.00	$ 39,075.00	$ 5.00	0.000	$ -		-	$ -		-	$ -	$ -	0.000	$ -
8	310	Prime Coat (MC-30)	GAL	$ 7.25	1,389.00	$ 10,070.25	$ 7.25	1,389.000	$ 10,070.25		-	$ -		-	$ -	$ -	1,389.000	$ 10,070.25
9	310	Prime Coat (MC-30)(Driveways)	GAL	$ 7.25	91.20	$ 661.20	$ 7.25	91.200	$ 661.20		-	$ -		-	$ -	$ -	91.200	$ 661.20
10	340	Asph. Conc. Pav. Ty "D"	TON	$ 91.00	594.00	$ 54,054.00	$ 91.00	594.000	$ 54,054.00		-	$ -		-	$ -	$ -	594.000	$ 54,054.00
11	340	Asph. Conc. Pav. Ty "D" (1") Driveway	TON	$ 91.00	25.20	$ 2,293.20	$ 91.00	25.200	$ 2,293.20		-	$ -		-	$ -	$ -	25.200	$ 2,293.20
12	502	Barricades, Signs & Traffic Handling	MO	$ 1,500.00	2.00	$ 3,000.00	$ 1,500.00	2.000	$ 3,000.00		-	$ -	1.00	1.00	$ 1,500.00	$ 1,500.00	1.000	$ 1,500.00
13	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 9.00	3,898.00	$ 35,082.00	$ 9.00	3,898.000	$ 35,082.00	3,898.00	3,898.00	$ 35,082.00		-	$ -	$ 35,082.00	0.000	$ -
14	530	Driveways (CONCRETE)	SY	$ 53.00	552.00	$ 29,256.00	$ 53.00	552.000	$ 29,256.00		-	$ -		-	$ -	$ -	552.000	$ 29,256.00
15	560	Mailboxes (Single)	EA	$ 225.00	1.00	$ 225.00	$ 225.00	1.000	$ 225.00		-	$ -		-	$ -	$ -	1.000	$ 225.00
16	560	Mailboxes (Multiple)	EA	$ 375.00	9.00	$ 3,375.00	$ 375.00	9.000	$ 3,375.00		-	$ -		-	$ -	$ -	9.000	$ 3,375.00
17	644	Small Rdsd Sgn Assm (Ty A)	EA	$ 300.00	6.00	$ 1,800.00	$ 300.00	6.000	$ 1,800.00		-	$ -		-	$ -	$ -	6.000	$ 1,800.00
18	5010	Construction Exits (Ty II)(Install)	SY	$ 15.00	84.00	$ 1,260.00	$ 15.00	84.000	$ 1,260.00		-	$ -		-	$ -	$ -	84.000	$ 1,260.00
19	5010	Construction Exits (Ty II)(Remove)	SY	$ 15.00	84.00	$ 1,260.00	$ 15.00	84.000	$ 1,260.00		-	$ -		-	$ -	$ -	84.000	$ 1,260.00
20	5249	Temp Sediment Control Fence (Install)	LF	$ 8.00	384.00	$ 3,072.00	$ 8.00	384.000	$ 3,072.00		-	$ -		-	$ -	$ -	384.000	$ 3,072.00
		Total Roadway				$ 198,766.90			$ 152,266.90		-	$ -		-	$ 36,582.00	$ 36,582.00		$ 115,684.90
		(906) DRAINAGE																
23	464	RCP (CLIII)(18")	LF	$ -	0.00	$ -	$ 28.00	683.000	$ 19,124.00	683.00	683.00	$ 19,124.00		683.00	$ -	$ 19,124.00	0.000	$ -
24	464	RCP (CLIII)(24")	LF	$ -	0.00	$ -	$ 37.00	741.000	$ 27,417.00	741.00	741.00	$ 27,417.00		741.00	$ -	$ 27,417.00	0.000	$ -
25	464	RCP (CLIII)(30")	LF	$ -	0.00	$ -	$ 50.00	158.000	$ 7,900.00	158.00	158.00	$ 7,900.00		158.00	$ -	$ 7,900.00	0.000	$ -
		Total Drainage				$ -			$ 54,441.00		-	$ 54,441.00		-	$ -	$ 54,441.00		$ -
		TOTAL BASE AMOUNTS:				$ 198,766.90			$ 206,707.90		-	$ 54,441.00		-	$ 36,582.00	$ 91,023.00		$ 115,684.90

Prepared and Checked By: JAVIER GUTIERREZ

Date: 8-6-2007

HIDALGO CO PCT 2

PAGE 06

AI-5204 **18.J.1.**

Bearing Point Renewal- Electronic Payments thru Texas Online
CC REGULAR

Date: 08/28/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

Requesting authority to exercise the additional one year extension as provided in current contract with Bearing Point, fka, KPMG (through DIR contract) for the Texas Electronic Framework Standard Service Level Agreement-(TEF), for the provision by Texas Online for "epay" (e-commerce transactions) and Efiling services for Hidalgo County under the same rates, terms and conditions with an effective date of 08/23/07 to 08/22/08.

BACKGROUND

County does not pay for the service.

Fiscal Impact

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

BUDGETARY IMPACT:
NO IMPACT

Attachments

Link: BearingPoint

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/22/2007 03:58 PM	APRV
2	Budget & Management	Dina Trevino	08/22/2007 09:00 PM	APRV
3	Erika Reyna	Erika Reyna	08/23/2007 09:20 AM	APRV
4	Auditor's Office		08/24/2007 04:42 PM	NEW
Form Started By: Rocio Villarreal			Started On: 08/22/2007 02:29 PM	
Final Approval Date: 08/24/2007				

RECEIVED
JUN 22 2007
COUNTY JUDGE

June 13, 2007

Hon. J.D. Salinas
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

Dear Judge Salinas:

BearingPoint and Hidalgo County ("Government Entity") entered into that certain Service Level Agreement, dated August 22, 2004 (the "Agreement"). As referenced in Section 11 of the Agreement, this Agreement expires three years after execution of the contract and shall renew automatically for one year increments. This letter is to notify you of our intent to renew effective August 22, 2007.

If you have any questions, please do not hesitate to contact Mike Griffith at (512) 542-8022.

I look forward to working with you and Hidalgo County during the coming year to improve and expand the services to the State of Texas through TexasOnline.

Sincerely,

Ryan M. Coates
Managing Director

RECEIVED
JUN 26 2007
PURCHASING DEPT.
10:10

AI-5234 **18.K.1.**

Requesting Authority to Advertise-On Line Pharmacy Billing
CC REGULAR

Date:	08/28/2007		
Submitted By:	Darlene Betancourt, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Health & Human Services Dept.	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Requesting authority to advertise for "On-Line Pharmacy Billing Services" RFP # 07-283-08-19.

BACKGROUND

Requirements/Specifications will be provided under separate cover

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 1249-444-00-240-003-7-899

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

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Darlene Betancourt Started On: 08/23/2007 11:31 AM

Final Approval Date: 08/24/2007

AI-5111 **19.A.**

Transfer of employee from LRGVDC-Solid Waste grant into General Fund

CC REGULAR

Date: 08/28/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precinct No. 3
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Constable Pct. #3:
1. Discussion, consideration and approval to:

A. Create slot #293-001-0013 (Gen. Fund - Constable Precinct #3) for the period September 01, 2007 through December 31, 2007.
B. Transfer employee #151998 from slot #293-006-G0001 (LRGVDC - Solid Waste Grant - Constable Pct. #3) to slot #293-001-0013 due to termination of grant term

2. Approval of revised salary schedule for the LRGVDC - Solid Waste grant (1285)
3. Approval of revised salary schedule for Constable Precinct #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** UNDETERMINED
FUNDS AVAILABLE Y/N?: PENDING **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending CC approval. RC

Attachments

Link: Fiscal Note

Link: Revised Salary Schedule - Grant

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu	Rosie Cantu	08/16/2007 04:36 PM	APRV
2	Dale Kennan	Dale Kennan	08/17/2007 09:07 AM	APRV
3	Human Resources		08/24/2007 04:42 PM	NEW

Form Started By: Rosie Cantu

Started On: 08/15/2007 02:53 PM

Final Approval Date: 08/24/2007

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 alde Guerra, udget Officer
CC Date Tuesday, August 21, 2007

Agenda Item AI-5111

Summary of re uest/proposal Constable Precinct No. 3 is re uesting to transfer employee no. 151998 from 293-006-G001 (LRG DC - Solid aste grant) into 293-001-0013 (general fund) due to end of grant term. Effective September 01, 2007 through December 31, 2007.

Fund	Position	Slot	Ob	Current udgeted Salary	udgeted Salary Re uested	Total Ad ustment Re uested
1100	DEP T CONST./SOLID ASTE ENF. OFFICER	0013	113	0.00	34,060.00	34,060.00
1100	DEP T CONST./SOLID ASTE ENF. OFFICER	0013	117	0.00	1,200.00	1,200.00
				0.00	35,260.00	35,260.00

udgetary Impact

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1100-421-00-293-001-0	113	CONSTA LE PCT.3	PERM F/T EMPLO EES	11,222.84
1100-421-00-293-001-0	117	CONSTA LE PCT.3	S PPLEMENTAL PA	395.40
1100-421-00-293-001-0	211	CONSTA LE PCT.3	HEALTH INS RANCE	-
1100-421-00-293-001-0	212	CONSTA LE PCT.3	LIFE INS RANCE	-
1100-421-00-293-001-0	220	CONSTA LE PCT.3	FICA	888.80
1100-421-00-293-001-0	230	CONSTA LE PCT.3	RETIREMENT	1,036.35
1100-421-00-293-001-0	250	CONSTA LE PCT.3	NEMPLO MENT COMP	58.09
1100-421-00-293-001-0	260	CONSTA LE PCT.3	OR ER S COMP	736.60
			2007 udgetary Impact	14,338.08

2008 udgetary Impact **47,711.36**

Possible Funding Sources **NDETERMINED/ CO IDE CONTINGENC**

udget Office Recommendation

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1285-421-00-293-006-7
LRGVDC - SOLID WASTE

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	
G001	113	DEPUTY CONST./SOLID WASTE ENF. OFFICER STEP I	$0.00	$34,060.00	$34,060.00	0	$0.00	$0.00	$34,060.00	$34,060.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$35,260.00
				s/b 0.00	**s/b 0.00**				**s/b 0.00**	**s/b 0.00**			**s/b 0.00**			**s/b 0.00**
			$0.00	~~$34,060.00~~	~~$34,060.00~~		$0.00	$0.00	~~$34,060.00~~	~~$34,060.00~~	$0.00	$0.00	~~$1,200.00~~	$0.00	$0.00	~~$35,260.00~~

DELETE- Slot transferred to 293-001 (General Fund)

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1100-421-00-293-001-0
CONSTABLE PCT.3

AI-5111

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	111	CONSTABLE	$50,000.00	$2,250.00	$52,250.00	0	$0.00	$0.00	$52,250.00	$52,250.00	$0.00	$0.00	$1,200.00	$8,000.00	$0.00	$61,450.00
0002	113	CHIEF DEPUTY CONSTABLE STEP II	$41,213.00	$0.00	$41,213.00	0.035	$1,442.00	$0.00	$42,655.00	$42,655.00	$660.00	$0.00	$1,800.00	$0.00	$0.00	$45,115.00
0003	113	SR. DEPUTY CONSTABLE STEP II	$37,466.00	$0.00	$37,466.00	0.03499	$1,311.00	$0.00	$38,777.00	$38,777.00	$480.00	$0.00	$3,300.00	$0.00	$0.00	$42,557.00
0004	113	SR. DEPUTY CONSTABLE STEP II	$37,466.00	$0.00	$37,466.00	0.03499	$1,311.00	$0.00	$38,777.00	$38,777.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$40,457.00
0005	113	SR. DEPUTY CONSTABLE STEP II	$37,466.00	$0.00	$37,466.00	0.03499	$1,311.00	$0.00	$38,777.00	$38,777.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$40,457.00
0006	113	DEPUTY CONSTABLE STEP II	$34,060.00	$0.00	$34,060.00	0.035	$1,192.00	$0.00	$35,252.00	$35,252.00	$60.00	$0.00	$1,800.00	$0.00	$0.00	$37,112.00
0007	113	DEPUTY CONSTABLE STEP II	$34,060.00	$0.00	$34,060.00	0.035	$1,192.00	$0.00	$35,252.00	$35,252.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$36,512.00
0008	113	DEPUTY CONSTABLE STEP I	$34,060.00	$0.00	$34,060.00	0.035	$1,192.00	$0.00	$35,252.00	$35,252.00	$60.00	$0.00	$600.00	$0.00	$0.00	$35,912.00
0009	113	DEPUTY CONSTABLE STEP II	$34,060.00	$0.00	$34,060.00	0.035	$1,192.00	$0.00	$35,252.00	$35,252.00	$60.00	$0.00	$600.00	$0.00	$0.00	$35,912.00
0010	113	DEPUTY CONSTABLE STEP I	$37,466.00	($2,214.00)	$35,252.00	0	$0.00	($1,192.00)	$34,060.00	$34,060.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$35,260.00
0011	113	SECRETARY	$25,000.00	$0.00	$25,000.00	0.0675	$1,688.00	$0.00	$26,688.00	$26,688.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,688.00
0012	113	ADMIN ASSISTANT	$0.00	$26,688.00	$26,688.00	0	$0.00	$0.00	$26,688.00	$26,688.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,688.00
0013	**113**	**DEP T CONST./SOLID ASTE ENF. OFFICER STEP I**	$0.00	$34,060.00	$34,060.00	0	$0.00	$0.00	$34,060.00	$34,060.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$35,260.00
		TOTAL	**402,317.00**	**60,784.00**	**463,101.00**		**11,831.00**	**(1,192.00)**	**473,740.00**	**473,740.00**	**2,340.00**	**0.00**	**15,300.00**	**8,000.00**	**0.00**	**499,380.00**

NEW SLOT UNDER GENERAL FUND (1100) Slot 0013, was Slot G001 under LRGVDC -Solid Waste Grant fund (1285)

AI-5248 **19.B.**

R&B- Pct.4 Retention Pond
CC REGULAR

Date: 09/04/2007
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Pct. 4 - R&B:
Approval of interfund transfer from General Fund- County Wide Administration to R&B- Pct. #4 in the amount of $416,310.00 for the construction of a Retention Pond at Tamarron Estates.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1204-431-00-124-007-0-733 $416,310.00
Balance as of 08/24/07 $3,150,212.24

Attachments

Link: inter-fund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/24/2007 03:38 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/24/2007 04:08 PM	APRV
3	Veronica Lopez		08/24/2007 04:42 PM	NEW

Form Started By: Veronica Lopez Started On: 08/24/2007 02:25 PM

Final Approval Date: 08/24/2007

DATE August 28, 2007

DEPARTMENT HEAD Oscar Garza, Jr.

DEPARTMENT NAME HIDALGO COUNTY PRECINCT NO. 4

ACCO NT N M ER 7-1204-431-00-124-007-0-733

S ECT **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0-899	CO WIDE ADM- CONTINGENCY	(416,310.00)
7-1100-491-01-000-204-0-891	TRANSFER OUT- R&B PCT. 4	416,310.00
TO		
7-1204-391-01-000-100-0-000	TRANSFER IN- GEN FUND	$416,310.00
7-1204-431-00-124-007-0-733	PCT. 4 P/U RD	$416,310.00
	Total udget (Increase/Decrease)	**416,310.00**

REASON Transfer needed for construction of a Retention Pond at Tamarron Estates.

Department Head Signature

8/28/2007
Date

Approved Commissioners' Court

Attest County Clerk

AI-5191 **19.C.**

Transfer of position and employee
CC REGULAR

Date: 08/28/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: CO JUDGE'S OFFICE/ IT DEPT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Co Judge's Office/ IT Dept:
1. Discussion, consideration and approval to delete slot 110-006-0013.
2. Approval to create slot 200-001-0020 and transfer employee no. 148652 from 110-006-0013 into 200-001-0020.
3. Approval of interdepartmental transfer from Co Judge's into IT dept (1100) in the amount of $18,052.26.
4. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1100-41X-00-XX0-00X-0-XXX
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 7-1100-413-00-110-006-0-XXX (various accounts) to
7-1100-415-00-200-001-0-XXX (various accounts) in the total amount of $18,052.26.
NSF in account 7-1100-413-00-110-006-0-260 -- CO JUDGE-WORKERS COMP; current balance is $-788.39. Concurrent transfer is pending (see AI-5241)
All other object codes have funding available for transfer as of 8/24/07.

Attachments

Link: Fiscal Note

Link: Interdepartmental Transfer

Link: Co Judge- Revised Salary Schedule

Link: IT- Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu	Rosie Cantu	08/23/2007 04:12 PM	APRV

2	Budget & Management	Dina Trevino	08/24/2007 09:27 AM	APRV
3	Dale Kennan	Dale Kennan	08/24/2007 11:32 AM	APRV
4	Dina Trevino	Dina Trevino	08/24/2007 03:09 PM	APRV
5	Human Resources		08/24/2007 04:42 PM	NEW

Form Started By: Rosie Cantu Started On: 08/22/2007 10:37 AM

Final Approval Date: 08/24/2007

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 alde Guerra, udget Officer
CC Date Tuesday, August 28, 2007

Agenda Item AI-5191

Summary of re uest/proposal The County udge s and the IT Dept are re uesting the approval of the following (1.) Delete slot 110-006-0013. (2.) Create slot 200-001-0020 and transfer employee no. 148652 from 110-006-0013 into 200-001-0020, effective next full pay period (9/3/07).

Dept	Position	Slot	Ob	Current udgeted Salary	udgeted Salary Re uested	Total Ad ustment Re uested
County udge	ADMN. ASST./ R D COOR.	0013	113	51,632.00	0.00	(51,632.00)
I.T. Dept	ADMN. ASST./ R D COOR.	0020	113	0.00	43,000.00	43,000.00
				51,632.00	43,000.00	-8,632.00

udgetary Impact

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-413-00-110-006-0-	113	CO DGE-	PERM F/T EMPLO EES	- 14,168.58
7-1100-413-00-110-006-0-	211	CO DGE-	HEALTH INS RANCE	- 1,372.05
7-1100-413-00-110-006-0-	212	CO DGE-	LIFE INS RANCE	- 10.87
7-1100-413-00-110-006-0-	220	CO DGE-	FICA	- 1,083.90
7-1100-413-00-110-006-0-	230	CO DGE-	RETIREMENT	- 1,263.84
7-1100-413-00-110-006-0-	250	CO DGE-	NEMPLO MENT COMP	- 70.84
7-1100-413-00-110-006-0-	260	CO DGE-	OR ER S COMP	- 82.18
7-1100-415-00-200-001-0-	113	INFO TECH DEPT-	PERM F/T EMPLO EES	14,168.58
7-1100-415-00-200-001-0-	211	INFO TECH DEPT-	HEALTH INS RANCE	1,372.05
7-1100-415-00-200-001-0-	212	INFO TECH DEPT-	LIFE INS RANCE	10.87
7-1100-415-00-200-001-0-	220	INFO TECH DEPT-	FICA	1,083.90
7-1100-415-00-200-001-0-	230	INFO TECH DEPT-	RETIREMENT	1,263.84
7-1100-415-00-200-001-0-	250	INFO TECH DEPT-	NEMPLO MENT COMP	70.84
7-1100-415-00-200-001-0-	260	INFO TECH DEPT-	OR ER S COMP	82.18
			2007 udgetary Impact	18,052.26

2008 udgetary Impact **54,786.50**

Funding Sources **CO DGE S- ACCT NO. 7-1100-413-00-110-006-0-**

udget Office Recommendation

DGET INTER-DEPARTMENTAL TRANSFER

DATE uly 27, 2007

AI-5191

DEPARTMENT HEAD ALDE G ERRA

DEPARTMENT NAME DEPT OF DGET MANAGEMENT FOR INFO TECH DEPT

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			
7-1100-413-00-110-006-0-	113	CO DGE-PERM F/T EMPLO EES	(14,168.58)
7-1100-413-00-110-006-0-	211	CO DGE-HEALTH INS RANCE	(1,372.05)
7-1100-413-00-110-006-0-	212	CO DGE-LIFE INS RANCE	(10.87)
7-1100-413-00-110-006-0-	220	CO DGE-FICA	(1,083.90)
7-1100-413-00-110-006-0-	230	CO DGE-RETIREMENT	(1,263.84)
7-1100-413-00-110-006-0-	250	CO DGE- NEMPLO MENT COMP	(70.84)
7-1100-413-00-110-006-0-	260	CO DGE- OR ERS COMP	(82.18)
TO			
7-1100-415-00-200-001-0-	113	INFO TECH DEPT-PERM F/T EMPLO EES	14,168.58
7-1100-415-00-200-001-0-	211	INFO TECH DEPT-HEALTH INS RANCE	1,372.05
7-1100-415-00-200-001-0-	212	INFO TECH DEPT-LIFE INS RANCE	10.87
7-1100-415-00-200-001-0-	220	INFO TECH DEPT-FICA	1,083.90
7-1100-415-00-200-001-0-	230	INFO TECH DEPT-RETIREMENT	1,263.84
7-1100-415-00-200-001-0-	250	INFO TECH DEPT- NEMPLO MENT COMP	70.84
7-1100-415-00-200-001-0-	260	INFO TECH DEPT- OR ERS COMP	82.18
		TOTAL DGET INCREASE (DECREASE)	0.00

REASON INTER-DEPARTMENTAL TRANSFER TO F ND THE COST OF SALARIES AND FRINGES IN RELATION TO THE DELETION OF SLOT 110-006-0013, THE CREATION OF SLOT 200-001-0020 AND THE TRANSFER OF EMPLO EE NO. 148652 INTO 200-001-0020 EFFECTI E NE T F LL PA PERIOD 09-03-07.

DEPARTMENT HEAD SIGNAT RE

/ /
DATE

APPRO ED COMMISSIONERS CO RT

ATTEST CO NT CLER

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1100-413-00-110-006-0
CO JUDGE

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	111	COUNTY JUDGE	$84,018.00	$20,982.00	$105,000.00	0	$0.00	$0.00	$105,000.00	$86,539.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$94,539.00
0002	113	CHIEF ADMINISTRATOR	$72,407.00	$0.00	$72,407.00	0.03	$2,172.00	$0.00	$74,579.00	$74,579.00	$0.00	$0.00	$0.00	$5,400.00	$0.00	$79,979.00
0003	113	ASST CHIEF ADMIN	$58,787.00	$0.00	$58,787.00	0.03	$1,764.00	$9,349.00	$69,900.00	$69,900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$69,900.00
0004	113	ECONOMIC DEVELOP COORDINATOR	$54,226.00	$0.00	$54,226.00	0.03	$1,627.00	$9,147.00	$65,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,000.00
0005	113	EMERGENCY MNGT COORD	$54,075.00	$0.00	$54,075.00	0.03	$1,622.00	$9,303.00	$65,000.00	$65,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,000.00
0006	113	ADMINISTRATIVE ASSISTANT	$25,744.00	$0.00	$25,744.00	0.0675	$1,738.00	$22,518.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
0007	113	ADMINISTRATIVE ASSISTANT/GOVT AFF COOR	$44,558.00	$0.00	$44,558.00	0.03	$1,337.00	($895.00)	$45,000.00	$45,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,000.00
0010	113	ASSISTANT EMERGENCY MANAGEMENT COORDINATOR	$0.00	$45,000.00	$45,000.00	0	$0.00	$0.00	$45,000.00	$42,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,750.00
0011	113	EXECUTIVE ASST	$43,260.00	$0.00	$43,260.00	0.03	$1,298.00	$0.00	$44,558.00	$44,558.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,558.00
0012	113	ADMINISTRATIVE ASSISTANT	$44,558.00	$0.00	$44,558.00	0.03	$1,337.00	($2,895.00)	$43,000.00	$43,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,000.00
0013	**113**	**ADMINISTRATI E ASSISTANT/ R D COOR**	**50,128.00**	**0.00**	**50,128.00**	**0.03**	**1,504.00**	**(8,632.00)**	**43,000.00**	**43,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**43,000.00**
0015	113	PUBLIC HEALTH LIAISON	$0.00	$43,000.00	$43,000.00	0	$0.00	$0.00	$43,000.00	$43,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,000.00
0016	113	ADMIN AIDE II	$40,402.00	$0.00	$40,402.00	0.03	$1,212.00	$0.00	$41,614.00	$41,614.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,614.00
0018	113	ADMINISTRATIVE AIDE II	$39,475.00	$0.00	$39,475.00	0.045	$1,776.00	$0.00	$41,251.00	$41,251.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,251.00
0019	113	ADM SECRETARY	$29,048.00	$0.00	$29,048.00	0.0675	$1,961.00	$0.00	$31,009.00	$31,009.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,009.00
0020	113	ADMINISTRATIVE AIDE I	$25,744.00	$0.00	$25,744.00	0.0675	$1,738.00	$0.00	$27,482.00	$27,482.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,482.00
0021	113	ADM SECRETARY	$20,251.00	$0.00	$20,251.00	0.0675	$1,367.00	$0.00	$21,618.00	$21,618.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,618.00
0022	114	ADMIN AIDE	$0.00	$12,000.00	$12,000.00	0	$0.00	$0.00	$12,000.00	$12,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,000.00
0023	114	ADMIN AIDE	$0.00	$12,000.00	$12,000.00	0	$0.00	$0.00	$12,000.00	$12,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,000.00
0024	113	ADMINISTRATIVE ASSISTANT	$0.00	$48,000.00	$48,000.00	0	$0.00	$0.00	$48,000.00	$44,558.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,558.00
		TOTAL	$636,553.00	$180,982.00	$817,535.00		$20,949.00	$46,527.00	$885,011.00	$860,858.00	$0.00	$0.00	$0.00	$13,400.00	$0.00	$874,258.00

*** SLOT 110-006-0013 TO BE DELETED AND EMPLOYEE (NO. 148652) TO BE TRANSFERRED INTO SLOT 200-001-0020 (IT DEPT) PENDING CC APPROVAL.**
*** SALARY SCHEDULE TOTALS REFLECT DELETION OF SLOT**

HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE

1100-415-00-200-001-0
INFORMATION TECHNOLOGY

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	CHF INF OFFCR	$70,298.00	$7,002.00	$77,300.00	0	$0.00	$0.00	$77,300.00	$77,300.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$85,300.00
0002	113	INFO SYSTEM ADMIN	$65,900.00	$0.00	$65,900.00	0.03	$1,977.00	$0.00	$67,877.00	$67,877.00	$0.00	$0.00	$0.00	$4,800.00	$0.00	$72,677.00
0003	113	TECHNICIAN V	$53,469.00	$0.00	$53,469.00	0.03	$1,604.00	$0.00	$55,073.00	$55,073.00	$0.00	$0.00	$0.00	$2,400.00	$0.00	$57,473.00
0004	113	MULTI MEDIA COORDINATOR	$0.00	$55,000.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$55,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55,000.00
0005	113	APPLICATION DEVELOPER II	$47,500.00	$0.00	$47,500.00	0.03	$1,425.00	$0.00	$48,925.00	$48,925.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,925.00
0006	113	APPLICATION DEVELOPER II	$37,500.00	$7,825.00	$45,325.00	0	$0.00	$0.00	$45,325.00	$45,325.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,325.00
0007	113	TECHNICIAN IV	$43,620.00	$0.00	$43,620.00	0.03	$1,309.00	$0.00	$44,929.00	$44,929.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,929.00
0008	113	TELECOMM MGR	$37,175.00	$0.00	$37,175.00	0.045	$1,673.00	$3,000.00	$41,848.00	$41,848.00	$0.00	$0.00	$0.00	$3,600.00	$0.00	$45,448.00
0009	113	TECHNICIAN III	$30,283.00	$0.00	$30,283.00	0.045	$1,363.00	$3,000.00	$34,646.00	$34,646.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,646.00
0010	113	TECHNICIAN III	$32,500.00	$0.00	$32,500.00	0.045	$1,462.00	$0.00	$33,962.00	$33,962.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,962.00
0011	113	TECHNICIAN III	$31,001.00	$0.00	$31,001.00	0.045	$1,395.00	$0.00	$32,396.00	$32,396.00	$0.00	$0.00	$0.00	$3,600.00	$0.00	$35,996.00
0012	113	TECHNICAL ASSISTANT	$34,579.00	($4,579.00)	$30,000.00	0	$0.00	$2,349.00	$32,349.00	$32,349.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,349.00
0013	113	TECHNICAL ASSISTANT	$27,000.00	$0.00	$27,000.00	0.068	$1,823.00	$3,000.00	$31,823.00	$31,823.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,823.00
0014	113	TECHNICIAN II	$29,525.00	$0.00	$29,525.00	0.068	$1,993.00	$0.00	$31,518.00	$31,518.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,518.00
0015	113	ADMIN ASST II	$28,840.00	$0.00	$28,840.00	0.068	$1,947.00	$0.00	$30,787.00	$30,787.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,787.00
0016	113	TECHNICIAN II	$36,231.00	$0.00	$36,231.00	0.045	$1,630.00	($7,861.00)	$30,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	TECHNICIAN I	$25,750.00	$0.00	$25,750.00	0.068	$1,738.00	$0.00	$27,488.00	$27,488.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,488.00
0018	113	ADMINISTRATIVE ASSISTANT I	$21,115.00	$0.00	$21,115.00	0.068	$1,425.00	$3,000.00	$25,540.00	$25,540.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,540.00
0019	113	TECHNICIAN I	$25,750.00	$0.00	$25,750.00	0.068	$1,738.00	($6,488.00)	$21,000.00	$20,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,000.00
0020	**113**	**ADMINISTRATI E ASSISTANT/ R**	**50,128.00**	**0.00**	**50,128.00**	**0.03**	**1,504.00**	**(8,632.00)**	**43,000.00**	**43,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**43,000.00**
		TOTAL	$728,164.00	$65,248.00	$793,412.00		$26,006.00	($8,632.00)	$810,786.00	$779,786.00	$0.00	$0.00	$0.00	$22,400.00	$0.00	$802,186.00

SLOT TO BE CREATED AND EMPLOYEE (NO. 148652) TO BE TRANSFERRED INTO SLOT 200-001-0020. PENDING CC APPROVAL.
SLOT 110-006-0013 TO BE DELETED FROM CO JUDGE'S SALARY SCHEDULE PENDING CC APPROVAL
SALARY SCHEDULE TOTALS REFLECT NEW PROPOSED SLOT

AI-5171 **19.D.**

Inter-Departmental Transfer for Palmview Fire Department
CC REGULAR

Date: 08/28/2007
Submitted By: Yolanda Orozco, FIRE MARSHAL
Submitted For: Victor Fonseca, Jr.
Department: FIRE MARSHAL

Agenda Area: Budget and Management **Purchasing only:** Budget & Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from various fire departments to Palmview Fire Department in the amount of $ 30,000.00 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-422-20-300-XXX-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-422-20-300-002-0-841-->7-1100-422-20-300-016-0-841 $10,000.00
Available balance as of 8/23/07 $46,295.00

7-1100-422-20-300-004-0-841-->7-1100-422-20-300-016-0-841 $10,000.00
Available balance as of 8/23/07 $31,825.00

7-1100-422-20-300-019-0-841-->7-1100-422-20-300-016-0-841 $10,000.00
Available balance as of 8/23/07 $57,795.00

Attachments

Link: inter-dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/22/2007 04:22 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/23/2007 03:47 PM	APRV
3	Purchasing Department	Marty Salazar	08/23/2007 05:34 PM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 11:33 AM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:07 PM	APRV

Form Started By: Yolanda Orozco Started On: 08/21/2007 04:29 PM

Final Approval Date: 08/24/2007

DATE August 28, 2007

DEPARTMENT HEAD ictor Fonseca, r.

DEPARTMENT NAME Hidalgo County Fire Marshal

ACCO NT N M ER 7-1100-422-20-300- -0-841

CONTACT PERSON olanda Oro co **Telephone No** 956/318-2656

S ECT **Inter-Departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCO NT N M ER	ACCO NT NAME	INCREASE (DECREASE) AMO NT
7-1100-422-20-300-002-0-841	Alamo Fire Department-Aid to Govt Agency	(10,000.00)
7-1100-422-20-300-004-0-841	Donna Fire Department-Aid to Govt Agency	(10,000.00)
7-1100-422-20-300-019-0-841	eslaco Fire Department-Aid to Govt Agency	(10,000.00)
7-1100-422-20-300-016-0-841	Palmview Fire Department-Aid to Govt Agency	30,000.00
	TOTAL DGET INCREASE (DECREASE)	0.00

REASON Transfer from one account to another to cover expenditures for Fire Calls.

DEPARTMENT HEAD SIGNAT RE

DATE

APPRO ED COMMISSIONERS CO RT

ATTEST CO NT CLER

AI-5241 **19.E.**

Interdepartmental Transfer into Workers Comp for County Judges
CC REGULAR

Date: 08/28/2007
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Co Judges Office
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration into County Judge's (1100) in the amount of $4,165.57.

BACKGROUND

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:

$150,212.24 available balance as of 08-24-07. RC

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/24/2007 10:54 AM	APRV
2	Dale Kennan	Dale Kennan	08/24/2007 11:12 AM	APRV
3	Purchasing Department	Marty Salazar	08/24/2007 11:26 AM	APRV
4	Auditor's Office		08/24/2007 04:42 PM	NEW

Form Started By: Rosie Cantu Started On: 08/24/2007 10:07 AM

Final Approval Date: 08/24/2007

DGET INTER-DEPARTMENTAL TRANSFER

DATE August 24, 2007

AI-5241

DEPARTMENT HEAD ALDE G ERRA

DEPARTMENT NAME DEPT OF DGET MANAGEMENT FOR CO NT DGE S OFFICE

ACCO NT N M ER 7-1100-41 -00-11 -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	(4,165.57)
TO		
7-1100-413-00-110-006-0- 260	CO DGE- OR ERS COMP	4,165.57
	TOTAL DGET INCREASE (DECREASE)	0.00

REASON INTER-DEPARTMENTAL TRANSFER TO F ND C RRENT NEGATI E ALANCE AND CO ER END OF EAR E PENDIT RES.

DEPARTMENT HEAD SIGNAT RE

/ /
DATE

APPRO ED COMMISSIONERS CO RT

ATTEST CO NT CLER

AI-5249 **19.F.**

Interdeptmental transfer from Countywide Contingency to Constable Pct. 1

CC REGULAR

Date: 08/28/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Countywide Administration - Contingency to Constable Precinct No. 1 in the amount of $3,610.00 for vehicle repairs.

BACKGROUND

To fund the replacement of motor to unit #110 for the Constable Pct. 1 dept (includes parts & labor).

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-4XX-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1100-421-00-291-001-0-434 $3,610.00; Available Balance as of 8-24-07 $150,212.24.

Attachments

Link: 5249 Inter-dept transfer Constable Pct. 1 8-28-07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	08/24/2007 03:04 PM	APRV
2	Budget & Management	Dina Trevino	08/24/2007 03:31 PM	APRV
3	Dale Kennan	Dale Kennan	08/24/2007 03:48 PM	APRV
4	Purchasing Department		08/24/2007 04:42 PM	NEW

Form Started By: Ivan Cantu Started On: 08/24/2007 02:56 PM

Final Approval Date: 08/24/2007

DGET INTER-DEPARTMENTAL TRANSFER

DATE August 24, 2007 **AI 5249**

DEPARTMENT HEAD ALDE G ERRA

DEPARTMENT NAME DEPT OF DGET MGMT C/O CONSTA LE PCT. 1

ACCO NT N M ER 7-1100-41 - 0- 1 -00 -0-

CONTACT PERSON I AN CANT **TELEPHONE NO.** (956) 292-7025 E T. 5425

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 ADMIN- CONTINGENC	(3,610.00)
TO		
7-1100-421-00-291-001-0- 434	CONSTA LE PCT. 1- EHICLE R M SER ICE	3,610.00
	TOTAL DGET INCREASE (DECREASE)	0.00

REASON

INTER-DEPARTMENTAL TRANSFER FROM CONTINGENC TO CONSTA LE PCT. 1 TO F ND THE REPLACEMENT OF THE MOTOR FOR NIT 110 (INCL DES PARTS LA OR).

DEPARTMENT HEAD SIGNAT RE

/ /
DATE

APPRO ED COMMISSIONERS CO RT

ATTEST CO NT CLER

AI-5250 **19.G.**

Interfund transfer K mart bldg Cabling/Fiber Ring Connections
CC REGULAR

Date: 09/04/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interfund transfer from CO's 2006 (1336) to K-Mart Property (1301) in the amount of $10,000.00.

BACKGROUND

To fund the remaining amount for the cabling/fiber ring connection project for the K Mart Property. Emergency transfer in the amount of $40,000.00 was done on 8-24-07 (JE #72743).

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-13XX-415-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1336-415-00-200-006-0-534 --> 7-1301-415-00-120-007-0-720 $10,000.00; Available Balance as of 8-24-07 $84,363.50.

Attachments

Link: 5250 Inter-fund K Mart Property 8-28-07

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	08/24/2007 03:28 PM	APRV
2	Budget & Management	Dina Trevino	08/24/2007 03:31 PM	APRV
3	Dale Kennan	Dale Kennan	08/24/2007 04:01 PM	APRV
4	Purchasing Department		08/24/2007 04:42 PM	NEW

Form Started By: Ivan Cantu — Started On: 08/24/2007 03:17 PM

Final Approval Date: 08/24/2007

DATE August 23, 2007

AI 5250

DEPARTMENT HEAD alde Guerra

DEPARTMENT NAME Department Of udget Mangement c/o Mart Property (IT Dept)

ACCO NT N M ER 7-1301-415-00-120-007-0-720

S ECT **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-fund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1336-415-00-200-006-0 534	C.O., 2006-IT DEPT-INTERNET	(10,000.00)
7-1336-491-01-000-301-0 891	TRANSFERS O T- CAPITAL O TLA	10,000.00
TO		
7-1301-391-01-000-336-0 000	TRANSFERS IN-CERT OF O LIG, 2006	10,000.00
7-1301-415-00-120-007-0- 720	-MART PROPERT - ILDINGS	10,000.00
TOTAL DGET INCREASE (DECREASE)		10,000.00

REASON INTER-F ND TRANSFER FROM CO S 2006 (1336) TO MART PROPERT (1301) TO F ND CA ILING/FI ER RING CONNECTIONS FOR MART (NE ADM) ILDING.

APPRO ED

DATE

AI-5227 **19.H.**

General Fund Revenues Appropriation
CC REGULAR

Date: 08/28/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration, action, and approval to appropriate $3,431,797.80 of new estimated General Fund revenue (new source) into Countywide Administration - Contingency (Acct No. 7-1100-415-00-115-002-0-899).

BACKGROUND

New estimated new source G/F revenues were provided by the Co. Auditor (refer to AI 5173 CC 8-28-07).

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:

Appropriation of $3,431,797.80 of new G/F estimated revenues as provided by the Co. Auditor into Countywide Adm. - Contingency (refer to AI 5173 CC 8-28-07).

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	08/23/2007 09:36 AM	APRV
2	Budget & Management	Dina Trevino	08/24/2007 10:54 AM	APRV
3	Purchasing Department	Marty Salazar	08/24/2007 11:26 AM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 11:34 AM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Ivan Cantu Started On: 08/23/2007 09:04 AM

Final Approval Date: 08/24/2007

HIDALGO COUNTY - GENERAL FUND
SCHEDULE OF REVISED 2007 REVENUE ESTIMATES
NEW SOURCES OF REVENUE

Budget Amendment
Enter Revenue Estimate Increase column.

		2007 Original Budget	6/30/2007 Adjusted Budget	Revenue Estimate Increase	Revised 2007 Revenue Estimate
Charges for Services:					
7-1100-341-10-090-009-0-000	District Clerk-Judicial Support Fee-Criminal	-	-	500.00	500.00
7-1100-341-50-000-003-0-000	UPL Indirect Costs	-	-	800,000.00	800,000.00
7-1100-341-50-122-001-0-000	North San Juan Park Force Accounts Precinct 2	-	-	2,522.07	2,522.07
7-1100-342-11-280-000-0-000	Sheriff's Academy Tuition	-	-	2,500.00	2,500.00
	Total Charges for Services	-	-	805,522.07	805,522.07
Other:					
7-1100-360-00-000-006-0-000	Miscellaneous -Hospital Based Workers Reimbursement	-	-	175,000.00	175,000.00
7-1100-361-11-000-008-0-000	Interest Earnings -Justice of the Peace Now Interest	-	-	200.00	200.00
7-1100-364-00-000-000-0-000	Contributions and Donations	-	-	43,464.00	43,464.00
	Total Other	-	-	218,664.00	218,664.00
	Total Estimated Revenues	-	-	1,024,186.07	1,024,186.07
Proceeds of Capital Asset Dispositions:					
7-1100-392-10-000-000-0-000	Sale of General Capital Assets	-	-	2,407,611.73	2,407,611.73
	Total Proceeds of Capital Asset Dispositions	-	-	2,407,611.73	2,407,611.73
	Total Estimated Revenues and Other Financing Sources	-	-	3,431,797.80	<3,431,797.80>

7-1100-415-00-115-002-0-899 Co.Wide Adm.-Contingency 3,431,797.80

-0-

Reason:
To appropriate new estimated General Fund revenue (new source) into County Wide Admin.-Contingency.

8/21/2007 5:18 PM

AI-5230 **20.D.**

Closed Session: Cause No. C-2882--97-E
CC REGULAR

Date: 08/28/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Information

CAPTION

Closed Session: Cause No. C-2882-97-E; Texas Association of Counties County Government
Risk Management Pool vs Hidalgo County and Enrique Escalon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 01:29 PM	APRV
2	Purchasing Department	Marty Salazar	08/24/2007 07:10 AM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 11:31 AM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV
Form Started By: Norma Silva			Started On: 08/23/2007 10:00 AM	
Final Approval Date: 08/24/2007				

AI-5239 **20.E.**

Closed Session: HEB Project
CC REGULAR

Date: 08/28/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Submitted For: Sofia Hernandez
Department: COUNTY JUDGE

Information

CAPTION

Closed Session:
Deliberation regarding the following Economic Development Negotiations
HEB Project - Road improvements for warehouse development

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 10:44 PM	APRV
2	Erika Reyna	Erika Reyna	08/24/2007 11:47 AM	APRV
3	Purchasing Department		08/24/2007 04:42 PM	NEW
Form Started By: Roxanne De La Garza			Started On: 08/23/2007 04:51 PM	
Final Approval Date: 08/24/2007				

AI-5229 **21.D.**

Open Session: Cause No. C-2882-97-E
CC REGULAR

Date: 08/28/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Information

CAPTION

Open Session: Cause No. C-2882-97-E; Texas Asssociation of Counties County Government Risk Management Pool vs Hidalgo County and Enrique Escalon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 01:29 PM	APRV
2	Purchasing Department	Marty Salazar	08/24/2007 07:09 AM	APRV
3	Auditor's Office	Linda Fong	08/24/2007 11:30 AM	APRV
4	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV
Form Started By: Norma Silva			Started On: 08/23/2007 09:36 AM	
Final Approval Date: 08/24/2007				

AI-5238 **21.E.**

Open Session: HEB Project
CC REGULAR

Date: 08/28/2007
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Submitted For: Sofia Hernandez
Department: COUNTY JUDGE

Information

CAPTION

Open Session:
Deliberation regarding the following Economic Development Negotiations:
HEB Project - Road improvements for warehouse development

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	08/23/2007 10:43 PM	APRV
2	Dale Kennan	Dale Kennan	08/24/2007 09:21 AM	APRV
3	Purchasing Department	Marty Salazar	08/24/2007 11:26 AM	APRV
4	Auditor's Office	Linda Fong	08/24/2007 11:31 AM	APRV
5	Court Administrator	Monica Badillo	08/24/2007 02:08 PM	APRV

Form Started By: Roxanne De La Garza
Started On: 08/23/2007 04:47 PM
Final Approval Date: 08/24/2007