

AI-5472
SECOND NOTICE
CC REGULAR

6.A.

Date: 09/18/2007
Submitted By: Neida Chavana, TAX OFFICE
Submitted For: ARMANDO BARRERA JR., RTA
Department: TAX OFFICE
Agenda Area: Tax Office

Information

CAPTION

1. Second Public Hearing to discuss Proposed 2007 Tax Increase.
2. Set Date, Time and Place to adopt 2007 Tax Rate.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 11:29 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/12/2007 02:16 PM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 06:14 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Neida Chavana			Started On: 09/10/2007 03:38 PM	
Final Approval Date: 09/14/2007				

AI-5505
Health & Human Services Status Report
CC REGULAR

7.B.

Date: 09/18/2007
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Discussion of Health and Human Services Department. Discussion to include but not limited to status on year to date activity.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 01:44 PM	APRV
2	Dale Kennan	Dale Kennan	09/13/2007 07:41 AM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 10:25 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Dairen Sarmiento
Started On: 09/12/2007 11:42 AM
Final Approval Date: 09/14/2007

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2008-024219 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$326,076.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 09/01/2007 and ends on 08/31/2008. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2008-024219-001 SDI - FEE FOR SERVICE
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: 100 N CLOSNER BLVD HIDALGO COUNTY COURTHOUSE
EDINBURG, TX 78539-3563
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH & HUMAN SERVICES

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2008-024219
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000331969

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: SDI - FEE FOR SERVICE

TERM: 09/01/2007 THRU: 08/31/2008

SECTION I. STATEMENT OF WORK:

Contractor shall work collaboratively with DSHS to pilot tools, processes and activities which are designed to integrate delivery of identified services and to streamline and simplify contract administration.

Contractor shall use funds provided by this Attachment to provide and assure integration of one or more of the following services:

- Primary Health Care;
- Title V Maternal and Child Health and Dental Services (Fee-for-Service);
- Title V Maternal and Child Health and Prenatal Services (Fee-for-Service);
- Title V Family Planning (Fee-for-Service);
- Title XX Family Planning; and
- Tuberculosis Elimination.

These services and standards are further described in the "Service Delivery Integration (SDI) Policies and User Manual" Fiscal Year 06-2, or latest revision.

Where applicable, Contractor shall provide integration with the following services:

- Title V Maternal and Child Health Services (Part B/Population-Based, and Children with Special Health Care Needs);
- Title X Family Planning;
- Special Supplemental Nutrition Program for Women, Infants and Children (WIC);
- Title XIX Family Planning;
- Title XIX Texas Health Steps;
- Medical Transportation;
- Medically Dependent Children's Program; and
- Children's Health Insurance Program (CHIP).

In-scope programs include:

- Title V Maternal and Child Health, Prenatal, Dental, Dysplasia, and Family Planning

- Title V Maternal and Child Health Prenatal;
- Title X Family Planning;
- Title XX Family Planning;
- Primary Health Care; and
- Tuberculosis Elimination.

Contractor shall utilize fee-for-service rates for all contractor payments except Title X.

Contractor shall participate collaboratively with DSHS in the development, modification and evaluation of activities, tools, and processes, which facilitate integration of:

- Intake and eligibility determination;
- Billing and client fees;
- Uniform contract requirements;
- Reporting;
- Clinical standards;
- Contract monitoring;
- Policy development; and
- Automated information systems.

Contractor shall enter client data and billing information into DSHS SDI Integrated Eligibility, Billing and Reporting System (SIEBRS) as described in the "SDI Policies and Users Manual" Fiscal Year 06-2, or latest revision, for the activities funded by this Attachment.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this contract Attachment unless amended, including, but not limited to:

- Sterilizations, 42 CFR Part 50, Subpart B; and
- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B.

The following documents are incorporated by reference and made a part of this contract Attachment:

- DSHS FY08 Primary Health Care Competitive Application and any revisions;
- Contractor's FY08 Primary Health Care Competitive Application and any revisions;
- DSHS FY08 Competitive RFP for Title V Maternal and Child Health and Dental Services;
- Contractor's FY08 Competitive Application for Title V Maternal and Child Health Health and Dental Services and any revisions
- DSHS FY08 Title V, Title X and/or Title XX Family Planning Contract Continuation Renewal Application and any revisions;
- Contractor's FY08 Family Planning Contract Continuation /Renewal Application and any revisions;
- DSHS FY08 Contract Application for Title V Maternal and Child Health Prenatal Services and any revisions;

- Contractor's FY08 Contract Application for Title V Maternal and Child Health Prenatal Services and any revisions.

SDI Attachment

- DSHS Associateship for Family Health (AFH) FY08 Competitive Request Proposal (RFP) for the In-Scope Programs;
- Contractor's AFH FY08 Competitive RFP, Component II, Attachment H;

Manuals

- DSHS "SDI Policies and Users Manual" Fiscal Year 06-2, or latest revision, including "SDI: Clinic Operations and Medical Standards";

Quality Management

- Department of State Health Services Standards for Public Health Clinic Services, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2007, and Core Tool Monitoring Instructions, FY07, or latest revision;
- DSHS Service Delivery Integration (SDI) On-site Evaluation Report, revised for 2007 and Service Delivery Integration Tool Instructions, revised for 2007 or latest revision;
- DSHS Service Delivery Integration (SDI) Clinical Record Review Tool, revised for 2007, or latest revision; and
- DSHS Service Delivery Integration (SDI) Eligibility and Billing Record Review Tool, revised for 2007, or latest revision

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it will not continue performance under this Attachment in compliance with the amended standard(s) or guideline(s). Contractor may terminate the Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall coordinate its services with existing Federally Qualified Health Centers (FQHCs) located in its county(ies) or examine seeking designation as an FQHC if no FQHC is currently available within its county(ies).

A Contractor that is designated as a FQHC shall operate extended weekend and evening hours.

Contractor shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to DSHS for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) of abortion procedures.

If Contractor is affiliated with an entity that performs elective abortion procedures or becomes affiliated with an entity that performs elective abortions at any time during the term of this contract,

1. Contractor and its abortion-services affiliate must be legally separate corporations, with separate articles of incorporation and separate bylaws. If Contractor is a State or local governmental entity, the abortion-services affiliate must be a legally separate organization

with a separate governing structure.

2. Contractor and its abortion-services affiliate must have easily distinguishable names.
3. Contractor and its abortion-services affiliate must have separate boards of directors or governing bodies which meet separately and maintain separate records.
4. Contractor may not transfer any funds distributed under DSHS Strategy B.1.3 to its abortion-services affiliate. Contractor must assure that its affiliated entity apportions fair value for any shared expenses or costs (including overhead, rent, phones, equipment, and utilities) in accordance with generally accepted accounting principles.
5. Contractor shall assure that any person employed part-time by Contractor and by its abortion-services affiliate shall contemporaneously maintain accurate time records, similar to time records maintained by attorneys, though not necessarily by means of an automatic recording device such as a "time clock", that clearly reflect the work performed for each employer.
6. If Contractor and its abortion-services affiliate are located at the same physical location, Contractor shall assure that the existence and separate nature of the affiliate relationship are clearly reflected by appropriate signage in areas accessible to the public.
7. Contractor and its abortion-services affiliate must each maintain records adequate to show compliance with the foregoing requirements.

SECTION II. PERFORMANCE MEASURES:

Performance measures set out in the "SDI Policies and Users Manual" and Contractor's response to the Competitive and/or Renewal Applications for as approved by DSHS, will be utilized to assess, in part, the Contractor's effectiveness in providing services described in this contract Attachment, without waiving the enforceability of any of the other terms of this contract.

Contractor shall provide services to unduplicated clients who live or receive services in the following county(ies)/area: Hidalgo.

SECTION III. SOLICITATION DOCUMENT: DSHS RFP # CHS/FEE-0233.1 and CHS-0172.1

SECTION IV. RENEWALS: DSHS may renew this contract for two renewal periods if funds are available.

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall enter and transmit client data and billing information into DSHS SIEBRS as described in the "SDI Policies and Users Manual" for the activities funded by this Attachment. DSHS will batch the electronic transmissions and generate and process a weekly payment voucher for Contractor. Payments are contingent upon a signed Contract and will not exceed the total of authorized funds under this Contract. Contractor is entitled to payment only if the service, work,

and/or product has been authorized by the Department and performed or provided pursuant to the Contract. If those conditions are met, DSHS will make payment in accordance with the Texas prompt payment law (Tex. Gov't. Code, Chapter 2251). Contractors must comply with Tex. Gov't. Code, Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment by DSHS shall not constitute acceptance or approval of Contractor's performance and Contractor's performance shall be subject to audit or review by DSHS.

SECTION VII. BUDGET

SOURCE OF FUNDS: CFDA # 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Child Health and Dental.

Total payments will not exceed \$326,076.00.

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, section 1.03 is revised to include:

Contractor shall submit reports in the standard format provided by the DSHS Program only for any performance goals or activities not captured or reported in SIEBRS.

General Provisions, **Services** Article, Section 2.05 is revised to include:

Contractor shall implement a sliding fee scale that includes adjustments for family size and income for the provision of public health services. The sliding fee scale shall be based on the cost of the services provided and the Federal Poverty Guidelines, which are published annually by the U.S. Department of Health and Human Services. DSHS will provide the revised Federal Poverty Guidelines to Contractor along with guidance on adjusting the sliding fee scale. Contractor shall be responsible for the development and implementation of policies and procedures for charging, billing and collecting fees. These policies and procedures shall be reviewed by Contractor's policy board or advisory committee.

Contractor shall assess and document each prospective client's eligibility or potential eligibility for third party reimbursement. In accordance with the SDI Policies and Users Manual, Contractor may assess a co-pay from clients provided services under this Attachment. A co-pay shall not be assessed from a client whose family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment may not exceed 25% of the amount DSHS pays for the provision of a given service. A client shall not be denied services due to inability to pay.

General Provisions, **Services** Article is revised to include:

Pharmacy. If Contractor is dispensing and/or providing prescribed medications, e.g. birth control pills, antibiotics, etc. on site, it shall have, at a minimum, a Class D pharmacy license

as provided by the Texas Pharmacy Act, Occupations Code, Chapter 560, or shall dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from DSHS.

General Provisions, **Funding** Article, section 3.05 is replaced with the following:

Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Program income shall be used by Contractor to further the program objectives of the state or federal statute under which the Program Attachment was made, and it shall be spent on the same Program Attachment project in which it was generated. Contractor shall identify and report all program income utilizing SIEBRS, which is the DSHS Program's automation system, as described in the "SDI Policies and Users Manual."

These program income provisions shall not be construed to apply to funds raised by Contractor from fund-raising activities or donations. Fund raising includes membership drives or special events used to raise program funds. Donations include monies donated to the program by individuals and private groups, such as churches or other organizations.

General Provisions, **Payment Methods and Restrictions** Article, Section 4.02 is replaced with the following:

Contractor's contract amount under this Attachment is a ceiling against which it may bill, on a fee-for-service basis, according to the Medicaid rates incorporated into SIEBRS for the provision of allowable services to eligible clients. Only allowable services provided to eligible clients may be billed against this ceiling. The current schedule of Medicaid rates may be modified at the sole discretion of the State Medicaid Agency. DSHS must provide thirty (30) days written notice to Contractor should the modification include a reduction in rates. Notification of an increase in rates does not require written notification. The notice will provide Contractor with an opportunity to terminate this Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

Contractor shall bill DSHS in accordance with the SDI Policies and User Manual. Contractor shall submit billing information, utilizing DSHS SIEBRS, within sixty (60) calendar days following the delivery date of service.

General Provisions, **Terms and Conditions of Payment** Article, Section 5.01 is replaced with the following:

Contractor shall enter and transmit client data and billing information into DSHS SIEBRS as described in the "SDI Policies and Users Manual" for the activities funded by this Attachment. DSHS will batch the electronic transmissions and generate and process a

weekly payment voucher for Contractor. Payments are contingent upon a signed Contract and will not exceed the total of authorized funds under this Contract. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to the Contract. If those conditions are met, DSHS will make payment in accordance with the Texas prompt payment law (TEX. GOV'T. CODE, Chapter 2251). Contractors must comply with TEX. GOV'T. CODE, Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment by DSHS shall not constitute acceptance or approval of Contractor's performance and Contractor's performance shall be subject to audit or review by DSHS.

General Provisions, **Terms and Conditions of Payment** Article, Section 5.04 is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients.

Contractor agrees to not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article, Section 9.01 is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article.

General Provisions, **Assurances and Certifications** Article, Section 11.01, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify DSHS in writing, in the event that the foregoing statement changes during the term of this Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article, Section 12.19 is revised

to include:

Contractor shall notify the Performance Management Unit, Contract Management Branch, of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, and the closure, relocation, and/or opening of new clinic sites.

SECTION IV. BUDGET:

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

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

TITLE V MATERNAL AND CHILD HEALTH DENTAL FEE-FOR-SERVICE

Payments for Title V Maternal and Child Health Dental Fee-For-Service will not exceed: \$34,833.00.

TITLE V FAMILY PLANNING FEE-FOR-SERVICES

Payments for Title V Family Planning Fee-For-Services will not exceed: \$226,806.00.

TITLE XX

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

PRIMARY HEALTH CARE

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

TUBERCULOSIS ELIMINATION

Payments for Tuberculosis Elimination Fee-For-Service will not exceed: \$64,437.00.

Total payments will not exceed: \$326,076.00.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The undersigned certifies, to the best of his or her 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 an 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "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 subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2008-024219

Application or Contract Number

HIDALGO COUNTY HEALTH &
HUMAN SERVICES

Organization Name

**HIDALGO COUNTY HEALTH DEPARTMENT
SDI EMPLOYEE SALARY SCHEDULE
7-1293-441-00-340-018-8**

Term: 9/1/2007 - 8/31/2008			Salary 9/1/2007	Salary 1/1/2008	Salary for 12 month
Slot #	Employee Name	Employee Title	12/31/2007	8/31/2008	Grant Period
018-G003		RN	\$ 14,718.33	\$ 30,908.50	\$ 45,626.83
018-G014		Billing Clerk	\$ 5,940.00	\$ 12,474.00	\$ 18,414.00
018-G013		Clerk Manager	\$ 5,952.00	\$ 12,499.20	\$ 18,451.20
018-G007		Billing Coordinator	\$ 11,624.00	\$ 24,410.54	\$ 36,034.54
018-G004		RN	\$ 14,718.33	\$ 30,908.50	\$ 45,626.83
018-G018		Clinic Aide	\$ 5,424.00	\$ 11,390.40	\$ 16,814.40
018-G012		Clerk Manager	\$ 6,250.00	\$ 13,125.00	\$ 19,375.00
018-G005		RN	\$ 14,717.33	\$ 30,906.40	\$ 45,623.73
018-G017		Billing Clerk	\$ 5,424.00	\$ 11,390.40	\$ 16,814.40
018-G008		Social Worker	\$ 10,804.67	\$ 22,689.80	\$ 33,494.47
018-G016		Eligibility Specialist	\$ 5,656.67	\$ 11,879.00	\$ 17,535.67
018-G015		Eligibility Specialist	\$ 5,657.33	\$ 11,848.90	\$ 17,506.23
018-G009		Social Worker	\$ 10,804.67	\$ 22,689.80	\$ 33,494.47
018-G011		Maintenance Worker	\$ 6,262.33	\$ 13,150.90	\$ 19,413.23
	Salary Totals		\$ 123,953.66	\$ 260,271.34	\$ 384,225.00
	FICA	7.65%	\$ 9,482.45	\$ 19,910.76	\$ 29,393.21
	Retirement	8.92%	\$ 11,056.67	\$ 23,216.20	\$ 34,272.87
	Unemployment	0.50%	\$ 619.77	\$ 1,301.36	\$ 1,921.13
	Worker's Comp.	3.27%	\$ 4,053.28	\$ 8,510.87	\$ 12,564.16
	Health Insurance	\$4,167/Yr.			\$ 48,883.77
	Life Insurance	\$33/Yr.			\$ 387.86
	Fringe Benefit		\$ 25,212.17	\$ 52,939.19	\$ 127,423.00
	Grand Total		\$ 149,165.83	\$ 313,210.53	\$ 511,648.00

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

STATE OF TEXAS
COUNTY OF TRAVIS

Contract No. 2007-021977
Contract Change Notice No. 001A

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

SUMMARY OF TRANSACTION: ATT NO. 001A : TB - PREVENTION AND CONTROL	
All terms and conditions not hereby amended remain in full force and effect.	
EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.	
Authorized Contracting Entity for and in behalf of:	
DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH DEPARTMENT
By: _____ Signature of Authorized Official	By: _____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: TB - PREVENTION AND CONTROL

CONTRATOR: HIDALGO COUNTY HEALTH DEPARTMENT

CONTRACT NO: 2007-021977

CONTRACT TERM: 01/01/2007

THRU: 12/31/2007

BUDGET PERIOD: 01/01/2007

THRU: 12/31/2007

CHG: 001A

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$261,062.00	\$261,062.00	\$0.00
Fringe Benefits	\$83,046.00	\$77,884.00	\$(5,162.00)
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Charges	\$344,108.00	\$338,946.00	\$(5,162.00)
INDIRECT COST			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	\$0.00	\$0.00	\$0.00
PROGRAM INCOME			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$0.00	\$0.00	\$0.00
Income Total	\$0.00	\$0.00	\$0.00
LIMITS/RESTRICTIONS			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
SUMMARY			
Cost Total	\$344,108.00	\$338,946.00	\$(5,162.00)
Performing Agency Share	\$0.00	\$0.00	\$0.00
Receiving Agency Share	\$344,108.00	\$338,946.00	\$(5,162.00)
Total Reimbursements Limit	\$344,108.00	\$338,946.00	\$(5,162.00)
JUSTIFICATION			
Contract reduced 1.5% due to Federal Rescission of funds.			

Financial status reports are due: 04/30/2007, 07/31/2007, 10/31/2007, 02/28/2008

AI-5538

7.E.

**Interlocal Cooperation Agreement between HCHHS and UT-Pan Am
CC REGULAR**

Date: 09/18/2007
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eduardo Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Purchasing only: Health & Human Services Dept.

Information

CAPTION

Requesting authorization and approval to accept the Interlocal Cooperation Agreement between the County of Hidalgo and the University of Texas Pan American for communication support services during an all hazards event or training event.

BACKGROUND

The interlocal cooperation agreement was provided to Monica Badillo, CC Administrator as per Josie Escalante from the Health Dept (IC 9-13-07).

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 04:21 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/13/2007 08:55 AM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 10:34 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Josie Escalante
Started On: 09/12/2007 03:58 PM
Final Approval Date: 09/14/2007

AI-5525
Cell Phone Request Form
CC REGULAR

9.A.

Date: 09/18/2007
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: IT Department

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy, presentation for consideration, acceptance and approval of Cellular Phone Request Forms for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Employee Number:	Basic Rate Plan Per Month:	Total Minutes Plan:
I.T. Dept	114502	\$59.00	1,000
I.T. Dept	127612	\$59.00	1,000
I.T. Dept	087815	\$59.00	1,000
I.T. Dept	122475	\$42.00	400

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-200-001-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 9-13-07 \$731.00

Attachments

Link: [Cell Phone Request Form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 04:01 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/13/2007 10:20 AM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 10:30 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Griselda Salazar			Started On: 09/12/2007 03:08 PM	
Final Approval Date: 09/14/2007				

A.I.
5515

CELLULAR PHONE REQUEST FORM HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW) 207-9397 User Name Change

Phone and service (Porting/Existing number: 956-207-9883) 207-9883 Delete Service

Plan change 207-9941 Other _____

207-9204

(2) Requesting employee/position: Technicians

Employee ID #: _____ Office: I.T. Budget Acct. #: 7-1100-415-00-200-001-0-1064

(3) Type of duties:

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

(4) Describe how cell phone will be used: _____

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

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	400	1000	1400	2000	3000	4000	Data Card
Plan Cost	\$42.00	\$59.00	\$76.00	\$91.00	\$133.00	\$165.00	\$85.00

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently _____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other: _____

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

Department Head / Elected Official

	<u>Renan Ramirez</u>	<u>9-12-07</u>
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

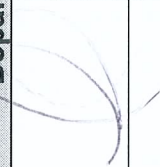
APPROVAL DATE : _____

CELLULAR PHONE REQUEST FORM ("Multiple phones")

HIDALGO COUNTY, TEXAS

Type of Request:	Requesting Employee or Position:	Employee ID#	Model of Phone	Anticipated usage per month	Additional accessories
Upgrade	Stan Ramos		SCP-7000		
Upgrade	Juan De Leon		SCP-7000		
Upgrade	Cruz Quintana		SCP-7000		
Upgrade	Carlos Garcia		SCP-7000		

Department Head/ Elected Official



↑ Signature ↑

Renan Ramirez

↑ Print Name ↑

9-12-07

↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT -- APPROVAL DATE : _____

AI-5534
Cell Phone Request Form
CC REGULAR

9.B.

Date: 09/18/2007
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: IT Department

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy, presentation for consideration, acceptance and approval of Cellular Phone Request Forms for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Employee Number:	Basic Rate Plan Per Month:	Total Minutes Plan:
I.T. Dept	149063	\$42.00	400
I.T. Dept	155365	\$42.00	400

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-200-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 9/13/07 \$5,062.23

Attachments

Link: [Cell Phone Request Form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 04:16 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/13/2007 10:20 AM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 10:31 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Griselda Salazar Started On: 09/12/2007 03:37 PM
Final Approval Date: 09/14/2007

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

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

(2) Requesting employee/position: Luis Izaguirre / Technician
 Employee ID #: _____ Office: I.T. Budget Acct. #: 7-1100-415-00-200-001-0-532

(3) Type of duties:

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

(4) Describe how cell phone will be used: _____

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

<input checked="" type="checkbox"/> Sprint	<input checked="" type="checkbox"/> 400	<input type="checkbox"/> 1000	<input type="checkbox"/> 1400	<input type="checkbox"/> 2000	<input type="checkbox"/> 3000	<input type="checkbox"/> 4000	<input type="checkbox"/> Data Card
Plan Cost	\$42.00	\$59.00	\$76.00	\$91.00	\$133.00	\$165.00	\$85.00

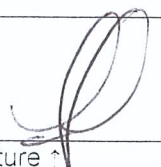
(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other: _____

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

Department Head / Elected Official

	<u>Renan Ramirez</u>	<u>9-12-07</u>
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

AI-5476

10.A.

Interlocal Agreement - Between HC HIDTA Task Force and the City of La Joya Police Department

CC REGULAR

Date: 09/18/2007
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Dora L. Munoz, Commander
Department: HIDTA
Agenda Area: HIDTA - Task Force

Information

CAPTION

1. Presentation for discussion, consideration, and approval to accept the "Interlocal Agreement" to permanently transfer equipment from the Hidalgo County HIDTA Task Force to the City of La Joya Police Department.
2. Requesting the following listed items be removed from inventory:
 - a. One (1) Dell PC (County Tag. 38826)
 - b. One (1) Dell Inspiron Laptop (County Tag. 38957)
 - c. One (1) Dell Inspiron Laptop (County Tag. 38958)

BACKGROUND

The City of La Joya Police Department 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: [Interlocal Agreement-La Joya PD](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 11:10 AM	APRV
2	Ana Galvan	Anna Galvan	09/13/2007 02:14 PM	APRV
3	Purchasing Department		09/14/2007 05:13 PM	NEW
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Nelda Olivarez			Started On: 09/11/2007 09:12 AM	
Final Approval Date: 09/14/2007				

STATE OF TEXAS §

HIDALGO COUNTY §

**INTERLOCAL AGREEMENT BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND THE CITY OF LA JOYA POLICE DEPARTMENT**

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **CITY OF LA JOYA POLICE DEPARTMENT** 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 **CITY OF LA JOYA POLICE DEPARTMENT** 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 **CITY OF LA JOYA POLICE DEPARTMENT** 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 **CITY OF LA JOYA POLICE DEPARTMENT** and in relationship to the **CITY OF LA JOYA POLICE DEPARTMENT** 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 **CITY OF LA JOYA POLICE DEPARTMENT** hereby agree as follows:

1. The **HIDALGO COUNTY HIDTA TASK FORCE** will permanently transfer to the **CITY OF LA JOYA POLICE DEPARTMENT** certain surplus equipment owned by the **HIDALGO COUNTY HIDTA TASK FORCE** which is designated as

ONE (1) DELL CPU SERIAL #5WPTZ11
ONE (1) DELL MONITOR SERIAL #CN095WUP4663328D82HP
ONE (1) DELL KEY BOARD SERIAL #TH04N4543717128QE485
ONE (1) DELL MOUSE SERIAL #LNB23003879
ONE (1) DELL INSPIRON SERIAL#CN-04T176-12961-29G-4153
(COUNTY TAG.38957)
ONE (1) DELL AC ADAPTER SERIAL#CN-06G356-48010-294-068A
ONE (1) CARRYING CASE
ONE (1) DELL INSPIRON SERIAL#CN-04T176-12961-29G-4152
(COUNTY TAG. 38958)
ONE (1) DELL AC ADAPTER SERIAL#TH-06G356-17971-32Q-2J40
ONE (1) DELL CARRYING CASE

AI-5488
HOME contracts
CC REGULAR

11.A.

Date: 09/18/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Requesting approval to re-certify the Community Development Corporation of South Texas, Inc. (CDCST, Inc.) as Community Housing Development Organization (CHDO's) within the County of Hidalgo and to execute the 2007 HOME contract.

BACKGROUND

The Urban County Program requested proposals from non-profit housing corporations on March 2, 2007 and again on March 9, 2007. A UCP committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding, and CHDO budget balance/expenditure ratios. The proposed funding level for the CDCST, Inc. is as follows:

Community Development Corporation of South Texas (\$500,000) - to build ten (10) homes for low to moderate-income families that are within 80% of the area median income for the Hidalgo County.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 01:15 PM	APRV
2	Rey Salazar	Rey Salazar	09/13/2007 03:46 PM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 04:33 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Estella Webber			Started On: 09/11/2007 05:01 PM	
Final Approval Date: 09/14/2007				

AI-5502
Home Rehab - Contracts
CC REGULAR

11.B.

Date: 09/18/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the reconstruction including demolition of two (2) units in the Countywide area in the total amount of \$36,000.00 to Rolando s General Construction, \$41,500.00 to GMH Construction, and the reconstruction including demolition of one (1) unit in the City of Mercedes in the total amount of \$37,780.00 to J.D. Villarreal Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners Court on July 13 and July 24, 2007. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, September 5, 2007 for the reconstruction including demolition of two (2) units in the Countywide area and one (1) unit in the City of Mercedes. A review and tabulation of bids revealed that the following contractors were the lowest bidders for the Countywide projects in the amount of \$36,000.00 to Rolando s General Construction, \$41,500.00 to GMH Construction and the City of Mercedes unit in the amount of \$37,780.00 to J.D. Villarreal Construction.

(See Attachments)

Fiscal Impact

Attachments

Link: [Rehab](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 01:20 PM	APRV
2	Rey Salazar	Rey Salazar	09/13/2007 04:12 PM	APRV
3	Purchasing Department		09/14/2007 05:13 PM	PEND
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Estella Webber
Started On: 09/12/2007 11:24 AM
Final Approval Date: 09/14/2007

URBAN COUNTY PROGRAM

**Hidalgo County Commissioner's Court
Agenda Request Form**

Date: September 11, 2007

Meeting Date Request: September 18, 2007

Deadline for Action: September 18, 2007

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME PROGRAM

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

Diana R. Serna, Urban County Director 

AGENDA:

The Urban County Program is requesting the award of bids and approval of contracts for the reconstruction including demolition of two (2) units in the Countywide area in the total amount of \$36,000.00 to Rolando's General Construction, \$41,500.00 to GMH Construction, and the reconstruction including demolition of one (1) unit in the City of Mercedes in the total amount of \$37,780.00 to J.D. Villarreal Construction.

STAFF COMMENTS & RECOMMENDATION:

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on July 13 and July 24, 2007. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, September 5, 2007 for the reconstruction including demolition of two (2) units in the Countywide area and one (1) unit in the City of Mercedes. A review and tabulation of bids revealed that the following contractors were the lowest bidders for the Countywide projects in the amount of \$36,000.00 to Rolando's General Construction, \$41,500.00 to GMH Construction and the City of Mercedes unit in the amount of \$37,780.00 to J.D. Villarreal Construction.

CONTRACTOR	APPLICANT	CASE NO.	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Rolando's General Construction \$36,000.00	Paulina M. Castillo Reconstruction Deferred Loan - Elderly	CW 85-07-10	Countywide Precinct #1	HOME 2006	Lot 5, Julie Subdivision, Hidalgo County, Texas, as per Map or plat recorded in Volume 27, Page 105, of the Hidalgo County, Texas.
GMH Construction \$41,500.00	Jorge Rocha Reconstruction Deferred Loan - Elderly	CW 85-07-11	Countywide Precinct #1	HOME 2006	The West 50 feet of Lot 24, Block 123, Town of Hargill, Hidalgo County, Texas; the East 50 feet of Lot 24, Block 123, Town of Hargill, Hidalgo County, Texas; Lot 23, Block 123, Hargill, Townsite of Hidalgo County, Texas.
J.D Villarreal Construction \$37,780.00	Senaida Garcia Reconstruction Deferred Loan - Elderly	ME 50-07-02	Mercedes Precinct #1	HOME 2006	Lot 18, Block 69 of the Original Townsite of Mercedes, Hidalgo County, Texas.

Approval is recommended by staff: HOME Manager  Finance Manager 

Please initial for approval:

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

Comments:

Action Taken by Commissioners' Court:

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

**HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET**

DEPARTMENT NAME: HIDALGO COUNTY URBAN PROGRAM

BID OPENING DATE: 09/05/07

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID:

BID NO:

NO	Name of Company	Name of Homeowner	Total Bid	Bid Bond/Cashier Check
1	Rolando's Gen Construction	Jorge Rocha	\$42,000.00	Cashier Check
		Paulina Median	\$36,000.00	
2	Hugo Deleon	Senaida Garcia	\$42,875.00	Cashier Check
3	Miguel Construction	Maria De Jesus Olalde	\$38,000.00	Cashier Check
4	G-M-H Construction	Paulina Medina Castillo	\$39,000.00	Cashier Check
		Jorge Rocha	\$41,500.00	
		Jorge Rocha	\$44,440.00	
5	JD Villarreal Construction	Senaida Garcia	\$37,780.00	Cashier Check
		Maria De Jesus Olalde	\$38,880.00	
6	JD Villarreal Construction	Paulina Castillo	\$38,880.00	Cashier Check

AI-5528
Prks/Rec. Facility - Granjeno
CC REGULAR

11.C.

Date: 09/18/2007
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 Hidalgo County Urban County Program from Program Year 20 (2007) for a Parks, Recreational Facilities Project in the City of Granjeno.
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 Granjeno for the purposes of ranking by Hidalgo County Commissioners' Court in connection with an Urban County Program Parks, Recreational Facilities Project in the City of Granjeno.
3. Authority to negotiate an Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of Granjeno Parks, Recreational Facilities project.

BACKGROUND

The City of Granjeno has graded three engineering firms from the County's approved pool . Raba-Kistner Consultants, Hinojosa Engineering, and Noe Garza Engineers, were rated for the 2007 Parks, Recreational Facilities project for the engineering services. 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	09/12/2007 04:13 PM	APRV
2	Rey Salazar	Rey Salazar	09/14/2007 10:05 AM	APRV
3	Purchasing Department	Marty Salazar	09/14/2007 02:10 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Estella Webber
Started On: 09/12/2007 03:19 PM

Final Approval Date: 09/14/2007

Hidalgo County – Urban County Program
City of GRANJENO
Professional Engineering Services
Parks, Recreational Facilities Project – UCP YR 20 (2007)
Grading Grid

CRITERIA	Noe Garza Engineers, Inc.			Hinojosa Engineering, Inc.			Raba-Kistner Consultants, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	25	25	25	20	18	24	18	22	24
Methodology	19	18	19	17	19	20	17	19	19
Staffing/Capacity to Perform	19	19	20	17	17	20	16	17	20
Understanding Projects	25	25	25	22	21	23	21	21	23
Familiarity w/Applicable Rules & Regulations	10	10	10	9	10	10	8	10	10
TOTALS	98	97	99	85	85	97	80	89	96
AVERAGES	98%			89%			88.33%		
RANKING									

- #1 Rated Noe Garza Engineers, Inc. 98%
- #2 Rated Hinojosa Engineering, Inc. 89%
- #3 Rated Raba Kistner Consultants, Inc. 88.33%

AI-5540

11.D.

P.Hearing - B/P Amend.-Pct. #1

CC REGULAR

Date: 09/18/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Hold Public Hearing to consider public comments on a proposed budget and program amendment for Pct. #1 utilizing Urban County funds from Program Year 20 (2007). The amendment will provide additional funding for Public Services, Transportation Services, Fire Station Equipment and Water / Sewer Improvements.

2. Consideration and Approval of an amendment to the Urban County Pct. #1 Year 20 (2007) CDBG workplan allowing additional funding for Public Services, Transportation Services, Fire Station Equipment and Water / Sewer Improvements totaling \$127,700.00.

BACKGROUND

Hidalgo County Precinct No. 1 is requesting approval of the Budget / Program Amendment for Program Year 20 (2007) to provide additional funding for Public Services, Transportation Services, Fire Station Equipment and Water / Sewer Improvements. A public hearing was held on September 18, 2007 at 9:30 a.m. and citizen participation requirements have been met.

See attached detailed amendment.

Fiscal Impact

Attachments

Link: [amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 04:23 PM	APRV
2	Rey Salazar	Rey Salazar	09/14/2007 10:03 AM	APRV
3	Purchasing Department	Marty Salazar	09/14/2007 02:11 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Estella Webber

Started On: 09/12/2007 04:13 PM

Final Approval Date: 09/14/2007

**PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT #1
URBAN COUNTY PROGRAM**

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County Precinct #1 will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendment to its Urban County program Year 20 (2007).

The Public Hearing will be held on Tuesday, September 18 2007 at 9:30 a.m. at the Hidalgo County Commissioners' Courtroom located at 100 East Cano, 1st Floor, Edinburg, Texas.

The following proposed budget and program amendment is being considered for funding:

EXISTING BUDGET BUDGET	UCP YR 20(2007) ACTIVITIES	PROPOSED
\$ 33,245.00	PUBLIC SERVICE (GENERAL) (+\$25,000.00)	\$ 58,245.00
\$ 52,000.00	YOUTH SERVICES	\$ 52,000.00
\$ 100,000.00	ECONOMIC DEVELOPMENT – TECHNICAL ASSISTANCE	\$ 100,000.00
\$ 25,000.00	ABUSED & NEGLECTED CHILDREN	\$ 25,000.00
\$ 10,000.00	HEALTH SERVICES	\$ 10,000.00
\$ 10,000.00	BATTERED & ABUSED SPOUSES	\$ 10,000.00
\$ 608,152.00	STREET IMPROVEMENTS (-\$127,700.00)	\$ 480,452.00
\$ 25,000.00	TRANSPORTATION SERVICES (+\$25,000.00)	\$ 50,000.00
\$ 50,000.00	WATER / SEWER IMPROVEMENTS (+\$32,700.00)	\$ 82,700.00
\$ 50,000.00	FIRE STATION EQUIPMENT (+\$45,000.00)	\$ 95,000.00
\$ 47,538.00	GENERAL ADMINISTRATION	\$ 47,538.00
\$ 197,701.00	WATER / SEWER IMPROVEMENTS (ELSA)	\$ 197,701.00
\$ 15,000.00	YOUTH SERVICES (ELSA)	\$ 15,000.00
\$ 5,000.00	SENIOR SERVICES (ELSA)	\$ 5,000.00
\$ 30,000.00	YOUTH SERVICES (LA VILLA)	\$ 30,000.00
\$ 277,701.00	WATER / SEWER IMPROVEMENTS (LA VILLA)	\$ 277,701.00
\$ 10,000.00	FIRE STATION EQUIPMENT (LA VILLA)	\$ 10,000.00
\$ 9,651.00	PARKS, RECREATIONAL FACILITIES (LA VILLA)	\$ 9,651.00
\$1,555,988.00	TOTAL	\$1,555,988.00

The proposed budget & program amendment to the Public Services activity is being considered for an increase in funding for The Rio Grande Valley Food Bank.

The proposed budget & program amendment to the Transportation Services activity is being considered for an increase in funding for the LRGVDC Rio Metro Transportation.

The proposed budget & program amendment to the Fire Station Equipment activity is being considered for an increase in funding for the Edcouch Fire Department.

The proposed budget & program amendment to the Water / Sewer Improvements activity is being considered for an increase in funding for Colonia Las Palmas.

The proposed budget & program amendment would decrease funding to the Street Improvements activity.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 968-8733. Written comments may be forwarded to:

Commissioner Sylvia S. Handy
Hidalgo County Precinct #1
1902 Joe Stephens Avenue
Weslaco, Texas 78589

AI-5487

11.E.

**Water/Sewer Proj. - Weslaco
CC REGULAR**

Date: 09/18/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program on behalf of the City of Weslaco is requesting approval of the final negotiated contract with Halff & Associates in the amount of \$21,000.00 utilizing Years 20 (2007) funds for a Water/Sewer Improvement Project.

BACKGROUND

The City of Weslaco has negotiated a contract with Halff & Associates, in the amount of \$21,000.00 for the 2007 Water/Sewer Improvements project consisting of the replacement of existing waterline along alley between Calle De Las Palmas and Calle De Cedro between Los Torritos Street and Calle De Hidalgo.

See attached scope of services.

Contract Amount: \$ 21,000.00
Funds Available: \$ 166,000.00 (2007 FY 20)

Fiscal Impact

Attachments

Link: [services](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/13/2007 02:49 PM	APRV
2	Rey Salazar	Rey Salazar	09/13/2007 03:45 PM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 04:32 PM	APRV
4	Auditor's Office		09/13/2007 04:32 PM	NEW
5	Court Administrator		09/13/2007 04:32 PM	

Form Started By: Estella Webber
Started On: 09/11/2007 04:52 PM

Final Approval Date: 09/13/2007

EXHIBIT A
Scope of Work
for the
City of Weslaco
Waterline Improvement and Street Rehabilitation Project

Halff Associates, Inc. will provide survey, design, bidding, and construction administration services for the City of Weslaco Waterline and Street Rehabilitation Project in accordance with the following Work Plan:

Task A	Replace existing waterline along alley between Calle De Las Palmas and Calle De Cedro between Los Torritos Street and Calle De Hidalgo, as shown in attached exhibit	1760 LF
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DESIGN PHASE

I. Project Kickoff and Utility Coordination

- A. Halff Associates will meet with key project members and identify project components.
- B. Develop project scheduling and set project milestones.
- C. Halff Associates will coordinate and review available record drawings with utility companies and identify their location and any potential conflicts.
- D. Halff Associates will evaluate proposed waterline routes and determine whether there is enough space for the new waterline with respect to other utilities, including the existing sewerline. If the required separation distance can not be achieved, we may recommend the installation of a replacement sewer line. Design of a replacement sewerline will be considered additional services.

II. Survey for Design

- A. Establish vertical and horizontal control for the design to be later used for the construction phase.
- B. Obtain all necessary topography required to prepare detailed design and construction documents.
- C. Locate and tie down all utility within proposed street corridor.

III. Development of Construction Documents

- A. Prepare construction documents for this waterline improvement and street rehabilitation project.
 - 1. Halff Associates proposes to prepare plan sheets for areas listed above;
 - 2. Identify utility conflicts and prepare utility relocation plan;
 - 3. Prepare a traffic control plan;
 - 4. Prepare a suggested erosion control plan;
 - 5. Prepare typical details;
 - 6. Prepare specifications.

IV. Bidding Phase

- A. Prepare Bidding Advertisement (advertisement to be paid for and coordinated by City)
- B. Administer the bidding process and answer questions that may arise;
(Construction documents will be sold to prospective contractors to include printing cost and administration fee. Documents will be nonrefundable)
- C. Prepare addendums as required;
- D. Attend and present at prebid meeting;
- E. Attend and conduct bid opening;
- F. Prepare bid tab and evaluate bids;
- G. Prepare and provide city with engineer's recommendation.

CONSTRUCTION PHASE**V. Construction Administration**

- A. Provide 3 sets of construction documents to the City; additional sets will be made available through a reimbursable expense
- B. Attend and conduct preconstruction meeting;
- C. Review submittals and shop drawings;
- D. Address Request for Information, (RFI);
- E. Review and verify Contractors pay request;
- F. Periodic Site visits (1 per month);
- G. Attend final walk thru and develop a punch list of outstanding needing corrective measures.
- H. Prepare record drawings from contractor's set of field drawings.

EXHIBIT B

<u>Task</u>	<u>Fee Breakdown</u>
I. Project kickoff and Utility Coordination	\$ 1,000.00
II. Survey for Design	\$ 4,000.00
III. Development of Construction Documents	\$ 11,000.00
IV. Bid Phase	\$ 1,500.00
V. Construction Administration	\$ 2,500.00
<u>Other Fees</u>	
Estimated Reimbursables (printing, mileage, and delivery cost)	\$ 1,000.00
Total Services for Design and Construction Services	<u>\$ 21,000.00</u>

City of Weslaco

"The City on the Grow"



BUDDY DE LA ROSA, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner
RENE RODRIGUEZ, JR, Commissioner
ANTHONY COVACEVICH, City Manager

September 10, 2007

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

RE: Water Line Improvement Project (2007)

Dear Ms. Serna:

The City of Weslaco is requesting to be placed on the agenda for Hidalgo County Commissioners Court to approve Half Associates's Professional Service Contract for Yr 20 Water Line Improvement Project at an estimated engineering fee of \$21,000.00. Attached you will find a copy of the City Secretary's Certificate where City Commission approved the City Staff recommendation.

The Weslaco City Commission approved the proposal submitted by Half Associates at their regular meeting of September 4, 2007. I have enclosed the necessary documentation.

Thank you for your prompt attention to this matter.

Sincerely,

Anthony Covacevich
City Manager

Attachment

AI-5526

11.F.

**Public Hearing - CAPER
CC REGULAR**

Date: 09/18/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Public Hearing to consider public comments on the County of Hidalgo's Consolidated Annual Performance and Evaluation Report (CAPER) prior to submission to the U.S. Department of Housing and Urban Development.

BACKGROUND

Citizen Participation requirements dictate that the County hold a public hearing to consider public comments on the contents of its Consolidated Annual Performance and Evaluation Report prior to its submission to HUD. The Urban County Program published public notice of the Reports completion and the thirty (30)-day public comment period ran from August 15, 2007 through September 13, 2007. An additional notice advising the public of the new Public Hearing date was published on August 14, 2007.

Fiscal Impact

Attachments

Link: [report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/13/2007 04:07 PM	APRV
2	Rey Salazar	Rey Salazar	09/13/2007 04:12 PM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 04:41 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Estella Webber
Started On: 09/12/2007 03:09 PM
Final Approval Date: 09/14/2007

INTRODUCTION

The Consolidated Annual Performance and Evaluation Report (CAPER) is a comprehensive evaluation of the County's use of Community Development Block Grant (CDBG), HOME and Emergency Shelter Grant (ESG) entitlement funding. The U.S. Department of Housing and Urban Development is the funding entity of these federal programs. The CAPER contains a summary of accomplishments achieved in response to objectives set forth by the County's Five-Year Consolidated Plan and Strategy. For reporting purposes, the CAPER focuses on those activities outlined in the County's 2006-2007 One-Year Action Plan and expenditures realized during that time period.

The CAPER is comprised of three basic elements: 1) current activities in IDIS which include all required financial and performance data used for annual reporting, 2) required narrative discussions on certain HUD identified topics and 3) required IDIS reports. Wherever possible, tables and graphs were used to interpret performance and expenditure data in order to facilitate an ease of understanding. In summary, the County's 2006-2007 CAPER has been prepared in accordance with the performance reporting requirements set forth in 24 CFR Part 91.

INSTITUTIONAL STRUCTURE

The Urban County Program (UCP) is a department within the Hidalgo County governance structure. Hidalgo County, as the grantee, created the UCP in 1988 to serve as the administrative entity for these HUD funds. Funded projects take place in eighteen non-entitlement cities and the four county precincts. Those cities include are: Alamo, Alton, Donna, Edcouch, Elsa, Granjeno, Hidalgo, La Joya, La Villa, Mercedes, Palmhurst, Palmview, Penitas, Progreso, Progreso Lakes, San Juan, Sullivan City and Weslaco. The cities range in population size from 234 (Progreso Lakes) to 26,935 (Weslaco), with an average size of approximately 7,800.

The principal beneficiaries of programs funded by the UCP are those persons of low and moderate-income means. HUD defines this target group as those persons having an income at or below 80% of the area's median income. This reporting year, 100% of eligible fund expenditures in the CDBG and HOME programs were of direct benefit to this target group.

In terms of minority benefit, Hidalgo County is predisposed to serve minority groups inasmuch that approximately 88% of the population is Hispanic. Given the correlation between minority status and income levels, funded projects overwhelmingly serve low and moderate-income persons that are of Hispanic descent.

The UCP further strives to make the appropriate accommodations for persons with disabilities if notified in advance. Translators and helpers can be made available on an as-needed basis. This accommodation is made known through advertisements notifying the public about upcoming public hearings or meetings. Compliance with the Americans with Disabilities Act is mandatory in all building construction projects funded by the UCP.

SOURCE OF FUNDS

At the onset of the program year, the County utilized an operating budget of **\$9,597,399** for the CDBG Program, **\$2,997,104** for the HOME Program and **\$369,997** for the ESG Program to implement the 2006-2007 Program Year. In addition to the entitlement funding received from HUD, the County continued to utilize grant funding from the State to address the living standards in *colonias*. No new *colonia* grants were obtained during this reporting period, but rather work continued on grants obtained the previous year.

GEOGRAPHIC DISTRIBUTION

Expenditures realized were directed under projects that primarily benefit the County's low and moderate-income population. Specific projects undertaken were located in and around the original townsites of participating cities or in the outlying rural areas of the County. These census tracts contain the highest concentration of low and moderate-income persons.

NARRATIVES

A. Assessment of Five-Year Goals & Objectives

All activities undertaken this Program Year addressed certain objectives set forth by the County's Five-Year Consolidated Plan & Strategy (CPS). The County is pleased to report that 100% of activities funded this year were designated as high priorities. This reporting period, the County expended **\$10,836,514.55** in CDBG funds. This figure translates to an expenditure ratio of .88, well below the 1.5 minimum standard required by HUD and represents the best expenditure ratio ever attained by the Hidalgo County Urban County Program in its twenty-year history. This achievement is an affirmation of the County's diligent effort to put these federal funds to work in an expeditious manner.

CDBG EXPENDITURES BY PRIORITY DESIGNATION		
Parks, Recreational Facilities 03F	HIGH	\$ 1,271,723
Flood Drain Improvements 03I	HIGH	\$ 114
Water, Sewer Improvements 03J	HIGH	\$ 4,006,054
Housing Rehabilitation 14A	HIGH	\$ 94,405
Street Improvements 03K	HIGH	\$ 2,401,608
Fire Stations/Equipment 03O	HIGH	\$ 291,526
Public Services 05	HIGH	\$ 725,674
General Administration/Planning	HIGH	\$ 1,278,817
Public Facilities 03	HIGH	\$ 535,685
Neighborhood Facilities 03E	HIGH	\$ 127,128
Code Enforcement 15	HIGH	\$ 1,601
CI Infrastructure Development	HIGH	\$ 670
Clearance & Demolition	HIGH	\$ 20,500
Section 108 Loan Repayment 19F	HIGH	\$ 81,009
TOTAL		\$ 10,836,514.55

HOME

Under the HOME Program, the County realized expenditures of **\$3,217,646.63**. This figure represents a 32% increase over last year's expenditures of \$2,452,135. This figure can be broken down as follows:

HOME INVESTMENT PARTNERSHIP PROGRAM		
Activity Type	Expenditure \$	Benefit
Community Housing Development Organizations	1,237,490.14	63 new housing units created
Down Payment Assistance	263,841.31	36 families assisted with homeownership
Owner-Occupied Rehabilitation	1,406,840.87	37 families assisted
General Administration	309,474.31	
TOTAL HOME INVESTMENT	\$ 3,217,646.63	

The County designated affordable housing and the related housing services as high priorities. Therefore, expenditures here coincide with the strategy outlined in the CPS.

Emergency Shelter Grant

Expenditures under the ESG Program totaled **\$470,906.66**. A total of \$ 15,365.08 was expended for administration, while \$455,541.58 was utilized by service providers implementing the program. This figure represents an increase of \$120,502 or 35% over last year's expenditure of \$350,405. We attribute this increase in performance to increased oversight of subrecipients and the implementation of policies and procedures mentioned in previous CAPERs. Below is a breakdown by entity and activity of ESG expenditures during the reporting period:

EMERGENCY SHELTER GRANT PROGRAM		
Salvation Army		
Activity Type	Expenditure\$	Benefit
Homeless Prevention	15,713.73	
Maintenance & Operations	116,286.58	
Essential Services	25,267.39	
American Red Cross		
Activity Type	Expenditure\$	Benefit
Maintenance & Operations	53,369.33	
Mujeres Unidas		
Activity Type	Expenditure\$	Benefit
Maintenance & Operations	169,382.17	
Renovation/Rehab	25,000.00	
Essential Services	49,762.14	
Homeless Coalition		
Activity Type	Expenditure\$	Benefit
Essential Services	760.24	
General Administration		
General Administration	Expenditure\$	Benefit
	15,365.08	
TOTAL EXPENSES	\$470,906.66	

AI-5520
Planning Department
CC REGULAR

12.A.

Date: 09/18/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

Discussion and possible action on amendments to the Hidalgo County Subdivision Rules.

BACKGROUND

As per Nora Cavazos from the Planning Dept, the backup to this Agenda Item were provided to Monica Badillo, Agenda Coordinator on a CD due to being too much information (IC 9-14-07).

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/13/2007 03:00 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/14/2007 11:23 AM	APRV
3	Purchasing Department	Marty Salazar	09/14/2007 02:04 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Nora Cavazos
Started On: 09/12/2007 02:31 PM
Final Approval Date: 09/14/2007

APPENDIX 1: CHAPTER 42 ETJ OF MUNICIPALITIES IN HIDALGO COUNTY

City	Ch. 42 ETJ Size	Ch. 212 ETJ Size
Alamo		
Alton		
Donna		
Edcouch		
Edinburg		
Elsa		
La Joya		
La Villa		
McAllen		
Mercedes		
Mission		
Palmhurst		
Palmview		
Penitas		
Pharr		
Progresso		
San Juan		
Sullivan City		
Weslaco		

Note:

- (1) Title B of the Hidalgo County Subdivision Rules applies only in areas that are beyond the municipal limits of any municipality and only to subdivisions of two or more lots intended primarily for residential use (see § 232.022 of Texas Local Government Code).
- (2) Subject to resolution of questions of overlapping ETJ's, a city has authority to review and approve subdivisions both within its city limits and its chapters 42 and 212 ETJ (see §§ 212.001 and 212.003 of Texas Local Government Code).
- (3) Within a city's ETJ as defined by 212.001, a plat may not be filed without the approval of both the city and the county. If a plat is exempted from a city's or the county's plat requirements, the city or the county must when requested issue a certificate stating that a plat is not required by that entity, and the certificate must be attached to the plat. (See § 242.001 of Texas Local Government Code.)

APPENDIX 2: CHECKLISTS FOR TITLE A

These checklists are to be used in conjunction with the Hidalgo County Subdivision Rules and state statutes to help keep track of whether a preliminary or final plat and its associated information and documents meet legal requirements. Beneath each item’s description are citations to the key rule(s) and statute(s) related to the checklist item. Rules are referred to by title, chapter, and number. References to the Texas Local Government Code (typically chapter 232 thereof) are given simply by section number, for example, 232.022. The status of an item is “YES,” “NO” (or blank), “INC.” (for “Incomplete”), or “NA” (for “Not Applicable”). The log number of the document or documents submitted by the applicant containing the information fulfilling the checklist requirement should be put in the “Log # of Reference” blank. The initials of the county official making the particular status determination and the date of that determination appear in the last column.

Checklist for Title A: Preliminary Plat

Description of Item	Status	Log # of Reference	Checker’s Initials	Date
Application by owner or duly authorized agent [A.3.3]	_____	_____	_____	_____
Verification of title A applicability [G.2, A.1.1, B.1.1; 232.001, 232.022]	_____	_____	_____	_____
GENERAL SUBDIVISION DESIGN				
Provision for development of adjacent land [A.2.1.B]	_____	_____	_____	_____
Street classification [A.2.2]	_____	_____	_____	_____
Street and alley layout [A.2.4.A]	_____	_____	_____	_____
Minimum right-of-way widths [A.2.4.B]	_____	_____	_____	_____
Curves [A.2.4.C]	_____	_____	_____	_____
Street offsets [A.2.4.D]	_____	_____	_____	_____

Intersections [A.2.4.E]	_____	_____	_____	_____
Cul-de-sac streets [A.2.4.F]	_____	_____	_____	_____
Street names [A.2.4.G]	_____	_____	_____	_____
Street paving designated [A.2.5 and Appendix 5]	_____	_____	_____	_____
Drainage design [A.2.6 and Appendix 5]	_____	_____	_____	_____
Utility easements [A.2.7 and Appendix 5]	_____	_____	_____	_____
Irrigation easements [A.2.7 and Appendix 5]	_____	_____	_____	_____
Block lengths [A.2.8]	_____	_____	_____	_____
Lot design [A.2.8]	_____	_____	_____	_____
Adequate lot size and soil type for septic system [A.2.9]	_____	_____	_____	_____
Survey monuments [A.2.10]	_____	_____	_____	_____
SUBMISSION REQUIREMENTS				
Application, authorization, deed [A.3.3.A]	_____	_____	_____	_____
Form: scale, size, margins, index [A.3.5.A]	_____	_____	_____	_____
Topographic coverage within 500 feet [A.3.5.B]	_____	_____	_____	_____

Quantity: 10 sets of plat and supporting info
[A.3.5.C] _____

REQUIRED SUPPORTING INFORMATION

May be on or with final plat. All work by an engineer or surveyor must be signed, sealed, and dated. [A.3.5.D]

Legal description sufficient for title examination
[A.3.5.D.1] _____

Statement of conformance or list of variances
[A.3.5.D.2] _____

Location map
[A.3.5.D.3] _____

Vicinity map
[A.3.5.D.4] _____

Location with respect to ETJ lines
[A.3.5.D.5] _____

Map of earlier plat
[A.3.5.D.6] _____

Proposed or existing restrictive covenants
[A.3.5.D.7] _____

Certification by owner of utility conformance or submittal for review
[A.3.5.D.8] _____

INFO ON PRELIMINARY PLAT

Names, addresses, and phone numbers of owner, engineer, surveyor, others responsible
[A.3.5.E.1] _____

Subdivision name: no duplication
[A.3.5.E.2, A.2.1.C] _____

Boundary delineated; total acreage
[A.3.5.E.3] _____

Location tie to original survey corner [A.3.5.E.4]	_____	_____	_____	_____
Control points shown or described [A.3.5.E.5]	_____	_____	_____	_____
Existing or recorded streets, alleys, etc. [A.3.5.E.6.a]	_____	_____	_____	_____
Existing watercourses, drainage structures, etc. [A.3.5.E.6.b]	_____	_____	_____	_____
Existing or recorded lots, blocks, structures, etc. [A.3.5.E.6.c]	_____	_____	_____	_____
Existing water, sewer, & other utilities [A.3.5.E.6.d]	_____	_____	_____	_____
Adjoining property ownership, or subdivision [A.3.5.E.7]	_____	_____	_____	_____
Preparation and survey dates; scale; north [A.3.5.E.8]	_____	_____	_____	_____
Topographic info; benchmark [A.3.5.E.9]	_____	_____	_____	_____
General drainage plan [A.3.5.E.10]	_____	_____	_____	_____
Approximate locations of all proposed streets, drainage structures, parks, public areas, easements, blocks, lots, monuments, etc. [A.3.5.E.11]	_____	_____	_____	_____
Proposed street names; extensions [A.3.5.E.12]	_____	_____	_____	_____
Building set-back lines [A.3.5.E.13]	_____	_____	_____	_____
Net area in each lot	_____	_____	_____	_____

[A.3.5.E.14]

Flood hazard areas & finish floor elevation

[A.3.5.E.15]

Checklist for Title A: Final Plat

Log # of	Checker's			
Description of Item	Status	Reference	Initials & Date	

Application

[A.3.6A]

Preliminary plat approved within 12 or 18 months

[A.3.4.C]

Form: scale, size, margins, index

[A.3.7.A]

Conformance with preliminary plat approval

[A.3.7.B]

Quantity: one reproducible original and 4 sets of copies of plat and supporting info

[A.3.7.C]

REQUIRED SUPPORTING INFORMATION

May be on or with final plat. All work by an engineer or surveyor must be signed, sealed, and dated. [A.3.7.D]

Statement of conformance or list of variances

[A.3.7.D.1]

Utility provider letters or notation on plat

[A.3.7.D.2]

Street and drainage plans: 3 sets

[A.3.7.D.3]

Water and sewage plans: 3 sets with costs

[A.3.7.D.4]

Tax certificates

[A.3.7.D.5]

INFO ON FINAL PLAT

Certification by surveyor or engineer [A.3.7.E.1]	_____	_____	_____	_____
Define subdivision by metes and bounds [A.3.7.E.2; 232.001(b)(1)]	_____	_____	_____	_____
Location tie to original survey corner [A.3.7.E.3; 232.001(b)(2)]	_____	_____	_____	_____
Each lot described, numbered, and dimensioned [A.3.7.E.4; 232.001(b)(3)]	_____	_____	_____	_____
Any existing or recorded lot, street, alley, easement, encumbrance, etc. [A.3.7.E.5]	_____	_____	_____	_____
Dimensions and description of each lot, street, alley, park, easement, etc. [A.3.7.E.6; 232.001(b)(3)]	_____	_____	_____	_____
Monuments: type, location, found or set [A.3.7.E.7]	_____	_____	_____	_____
Drainage: pattern, easements, channels, and structures [A.3.7.E.8]	_____	_____	_____	_____
Utility easements [A.3.7.E.9]	_____	_____	_____	_____
Variance(s) and date(s) approved [A.3.7.E.11]	_____	_____	_____	_____
Requirement for purchase contract statement about utility availability [A.3.7.E.12]	_____	_____	_____	_____
Owner or proprietor's acknowledgment [A.3.7.F; 232.001(c)]	_____	_____	_____	_____

RELEASE OF APPROVED FINAL PLAT

Variance(s) and date(s) approved [A.3.9.A; A.5.6]	_____	_____	_____	_____
Road and drainage bond submitted [A.3.8.D; A.3.9.B]	_____	_____	_____	_____
All other bonds submitted [A.3.9.B]	_____	_____	_____	_____
Recording fee tendered [A.3.9.B]	_____	_____	_____	_____
Plat filed and recorded with county clerk (with its required attachments) [A.3.9.C]	_____	_____	_____	_____

APPENDIX 3: CHECKLISTS FOR TITLE B

These checklists are to be used in conjunction with the Hidalgo County Subdivision Rules and state statutes to help keep track of whether a preliminary or final plat and its associated information and documents meet legal requirements. Beneath each item’s description are citations to the key rule(s) and statute(s) related to the checklist item. Rules are referred to by title, chapter, and number. References to the Texas Local Government Code (typically chapter 232 thereof) are given simply by section number, for example, 232.022. The status of an item is “YES,” “NO” (or blank), “INC.” (for “Incomplete”), or “NA” (for “Not Applicable”). The log number of the document or documents submitted by the applicant containing the information fulfilling the checklist requirement should be put in the “Log # of Reference” blank. The initials of the county official making the particular status determination and the date of that determination appear in the last column.

Checklist for Title B: Preliminary Plat

Description of Item	Status	Log # of Reference	Checker’s Initials	Date
Application by owner or duly authorized agent [B.3.3]	_____	_____	_____	_____
Verification of title B applicability [G.2, B.1.1; 232.022, 232.023(a)]	_____	_____	_____	_____
GENERAL SUBDIVISION DESIGN				
Provision for development of adjacent land [B.2.1.B]	_____	_____	_____	_____
Street classification [B.2.2]	_____	_____	_____	_____
Street and alley layout [B.2.4.A]	_____	_____	_____	_____
Minimum right-of-way widths [B.2.4.B]	_____	_____	_____	_____
Curves [B.2.4.C]	_____	_____	_____	_____
Street offsets [B.2.4.D]	_____	_____	_____	_____

Intersections [B.2.4.E]	_____	_____	_____	_____
Cul-de-sac streets [B.2.4.F]	_____	_____	_____	_____
Street names [B.2.4.G]	_____	_____	_____	_____
Street paving designated [B.2.5 and Appendix 5]	_____	_____	_____	_____
Drainage design [B.2.6 and Appendix 5]	_____	_____	_____	_____
Utility easements [B.2.7 and Appendix 5]	_____	_____	_____	_____
Irrigation easements [B.2.7 and Appendix 5]	_____	_____	_____	_____
Block lengths [B.2.8]	_____	_____	_____	_____
Lot design [B.2.8]	_____	_____	_____	_____
Adequate lot size and soil type for septic system [B.2.9]	_____	_____	_____	_____
Survey monuments [B.2.10]	_____	_____	_____	_____
SUBMISSION REQUIREMENTS				
Application, authorization and deed [B.3.3A]	_____	_____	_____	_____
Form: scale, size, margins, index [B.3.5.A]	_____	_____	_____	_____
Topographic coverage within 500 feet [B.3.5.B]	_____	_____	_____	_____
Quantity: 10 sets of plat and supporting info	_____	_____	_____	_____

Boundary delineated; total acreage [B.3.5.E.3]	_____	_____	_____	_____
Location tie to original survey corner [B.3.5.E.4]	_____	_____	_____	_____
Control points shown or described [B.3.5.E.5]	_____	_____	_____	_____
Existing or recorded streets, alleys, etc. [B.3.5.E.6.a]	_____	_____	_____	_____
Existing watercourses, drainage structures, etc. [B.3.5.E.6.b]	_____	_____	_____	_____
Existing or recorded lots, blocks, structures, etc. [B.3.5.E.6.c]	_____	_____	_____	_____
Existing water, sewer, & other utilities [B.3.5.E.6.d]	_____	_____	_____	_____
Adjoining property ownership, or subdivision [B.3.5.E.7]	_____	_____	_____	_____
Preparation and survey dates; scale; north [B.3.5.E.8]	_____	_____	_____	_____
Topographic info; benchmark [B.3.5.E.9]	_____	_____	_____	_____
General drainage plan [B.3.5.E.10]	_____	_____	_____	_____
Approximate locations of all proposed streets, drainage structures, parks, public areas, easements, blocks, lots, monuments, etc. [B.3.5.E.11]	_____	_____	_____	_____
Proposed street names; extensions [B.3.5.E.12]	_____	_____	_____	_____
Building set-back lines [B.3.5.E.13]	_____	_____	_____	_____

Net area in each lot [B.3.5.E.14]	_____	_____	_____	_____
Flood hazard areas & finish floor elevation [B.3.5.E.15]	_____	_____	_____	_____

Checklist for Title B: Final Plat

Description of Item	Log # of	Status	Checker's Reference	Initials & Date
Application for final plat approval [B.3.6.A]	_____	_____	_____	_____
Preliminary plat approved within 12 or 18 months [B.3.4.C]	_____	_____	_____	_____
Form: scale, size, margins, index [B.3.7.A]	_____	_____	_____	_____
Conformance with preliminary plat approval [B.3.7.B]	_____	_____	_____	_____
Quantity: one reproducible original and 4 sets of copies of plat and supporting info [B.3.7.C]	_____	_____	_____	_____
REQUIRED SUPPORTING INFORMATION May be on or with final plat. All work by an engineer or surveyor must be signed, sealed, and dated. [B.3.7.D]	_____	_____	_____	_____
Statement of conformance or list of variances [B.3.7.D.1]	_____	_____	_____	_____
Utility provider letters or notation on plat [B.3.7.D.2]	_____	_____	_____	_____
Street and drainage plans: 3 sets [B.3.7.D.3]	_____	_____	_____	_____
Water and sewage plans: 3 sets with costs [B.3.7.D.4]	_____	_____	_____	_____

Tax certificates _____
[B.3.7.D.5]

INFO ON FINAL PLAT

Certification by surveyor or engineer _____
[B.3.7.E.1; 232.023(b)(1)]

Define subdivision by metes and bounds _____
[B.3.7.E.2; 232.023(b)(2)]

Location tie to original survey corner _____
[B.3.7.E.3; 232.023(b)(3)]

Each lot described, numbered, and dimensioned _____
[B.3.7.E.4; 232.023(b)(4)]
Any existing or recorded lot, street, alley,
easement, encumbrance, etc. _____
[B.3.7.E.5]

Dimensions and description of each lot, street,
alley, park, easement, etc. _____
[B.3.7.E.6; 232.023(b)(5)]

Monuments: type, location, found or set _____
[B.3.7.E.7]

Description of water & sewer facilities and
easements, and date to be operable _____
[B.3.7.E.8; 232.023(b)(6)]

Engineer's certification of compliance of water &
sewer facilities with Model Rules; cost _____
[B.3.7.E.9; 232.023(b)(7)]

Aerial & guy wire easements _____
[B.3.7.E.10]

Topography of the area _____
[B.3.7.E.11; 232.023(b)(10)]

Drainage: pattern, channels, and structures _____
[B.3.7.E.12; 232.023(b)(8) & (9)]

Drainage easements [B.3.7.E.13; 232.023(b)(8) & (9)]	_____	_____	_____	_____
Certification of floodplain absence, or floodplain location and finish floor elevation and benchmark and restrictive covenant [B.3.7.E.14; 232.023(b)(11)]	_____	_____	_____	_____
Certification of compliance with LGC 232.032 and minimum state standards for utilities [B.3.7.E.15; 232.023(b)(12)]	_____	_____	_____	_____
Variance(s) and date(s) approved [B.3.7.E.17]	_____	_____	_____	_____
Requirement for purchase contract statement about utility availability [B.3.7.E.18]	_____	_____	_____	_____
Subdivider's acknowledgment and attestation to veracity and completeness [B.3.7.F; 232.023(d)]	_____	_____	_____	_____
 RELEASE OF APPROVED FINAL PLAT				
Variance(s) and date(s) approved [B.3.9.A; B.5.6]	_____	_____	_____	_____
Road and drainage bond submitted [B.3.8.D; B.3.9.B]	_____	_____	_____	_____
Water and sewer bond submitted [B.3.8.E; B.3.9.B; 232.027]	_____	_____	_____	_____
All other bonds submitted [B.3.9.B]	_____	_____	_____	_____
Recording fee tendered [B.3.9.B]	_____	_____	_____	_____
Plat filed and recorded with county clerk (with its required attachments) [B.3.9.C; 232.023(e)]	_____	_____	_____	_____

APPENDIX 3-A: CHECKLIST FOR TITLE M

The model rules will apply if the subdivision falls within the scope of M.1.5.A and M.2.1. These checklists are to be used in conjunction with the Hidalgo County Subdivision Rules and state statutes to help keep track of whether a preliminary or final plat and its associated information and documents meet legal requirements. Beneath each item’s description are citations to the key rule(s) and statute(s) related to the checklist item. Rules are referred to by title, chapter, and number. References to the Texas Local Government Code (typically chapter 232 thereof) are given simply by section number, for example, 232.022. The status of an item is “YES,” “NO” (or blank), “INC.” (for “Incomplete”), or “NA” (for “Not Applicable”). The log number of the document or documents submitted by the applicant containing the information fulfilling the checklist requirement should be put in the “Log # of Reference” blank. The initials of the county official making the particular status determination and the date of that determination appear in the last column.

Checklist for Title M

Description of Item	Status	Log # of Reference	Checker’s Initials	Date
Water facilities development standards [M.2.2]	_____	_____	_____	_____
Wastewater disposal standards [M.2.3]	_____	_____	_____	_____
Greywater systems [M.2.4]	_____	_____	_____	_____
Sludge disposal [M.2.5]	_____	_____	_____	_____
Setbacks [M.2.6]	_____	_____	_____	_____
Dwelling units per lot [M.2.7]	_____	_____	_____	_____
Application [M.3.1]	_____	_____	_____	_____
Final engineering report [M.3.2]	_____	_____	_____	_____
Additional Information				

[M.3.3]	_____	_____	_____	_____
Financial guarantees for improvements [M.3.4]	_____	_____	_____	_____
Dedicated sites for water and wastewater treatment facilities [M.3.5.C.1]	_____	_____	_____	_____
Proper water & wastewater facilities installed [M.3.5.C.2]	_____	_____	_____	_____
Water & wastewater permits obtained, and financial guarantee provided [M.3.5.C.3]	_____	_____	_____	_____

APPENDIX 4: MODEL RULES EXHIBITS

APPENDIX 4-A. IRREVOCABLE LETTER OF CREDIT SAMPLE FORM

**APPENDIX 4-B: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR
LETTER OF CREDIT**

**APPENDIX 4-C: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR CASH
DEPOSIT**

APPENDIX 4-A. IRREVOCABLE LETTER OF CREDIT SAMPLE FORM

IRREVOCABLE LETTER OF CREDIT NO.

TO: County Judge (in his or her official capacity) Hidalgo County, Texas

DATE: _____, 20__

We hereby authorize you to draw at sight on [NAME AND LOCATION OF BANK] , for the account of [NAME OF CUSTOMER] (the Customer), up to the aggregate amount of _____ DOLLARS (\$_____) (the Stated Amount) available by our draft, accompanied by a certification by the county judge, any county commissioner, or the county treasurer that the following condition exists:

“A Condition of Draw exists under Subdivision Construction Agreement dated _____, 20__, by and between Subdivider and the County of Hidalgo (the Agreement). County is in substantial compliance with the terms of said Agreement and has calculated the amount of this draft in accordance with the terms of the Agreement.”

Drafts must be drawn and presented by or on [EXPIRATION DATE] by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letters authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit, and upon any draw or reduction letter which exhausts this credit, the original of this credit will be surrendered to us.

Except as expressly stated, this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce (Publication No. 500).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Address of Issuer:

Signature of Issuer’s Authorized Officer

Printed Name:

Title:

APPENDIX 4-B: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR LETTER OF CREDIT

1. Parties. This Subdivision Construction Agreement (the Agreement) is by and between the County and the Subdivider. The County is Hidalgo County, Texas, acting by and through its Commissioners Court, or authorized representative as designated by the Commissioners Court. The Subdivider is _____, who is the owner, or the authorized agent of owner, of a tract of land located within the geographic area and jurisdiction of the County.
2. Effective Date. This Agreement is effective on the date the County approves the final plat for the subdivision described in Paragraph 3 of this agreement (the Effective Date).

Recitals

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in County's File Number (the Subdivision) and more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the Property); and
4. Subdivider seeks authorization from the County to subdivide the Property in accordance with the requirements imposed by Texas statute and the County's ordinances, regulations, and other requirements; and
5. County ordinances require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions; and
6. The purpose of this Agreement is to protect the County from the expense of completing subdivision improvements required to be installed by the Subdivider; and
7. This agreement is authorized by and consistent with state law and the County's ordinances, regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

Subdivider's Obligations

8. Improvements. The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with County orders, ordinances, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any one of which is an Improvement). All Improvements shall be constructed in conformity to the County's requirements, procedures, and specifications, pursuant to construction plans, permits, and specifications approved by the County prior to commencement of construction, and subject to inspection, certification, and acceptance by the

County.

9. **Completion.** Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all the Improvements shall be completed no later than three (3) years after the Effective Date (the Completion Date); provided, however, that if the Subdivider or the Issuer delivers to the County no later than the Completion Date a substitute Letter of Credit satisfying the criteria established by Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Letter of Credit or any subsequent substitute Letter of Credit provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the County a complete set of construction plans for the Improvements, certified “as built” by the engineer responsible for preparing the approved construction plans and specifications.

10. **Warranty.** The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date the County accepts the dedication of a completed Improvement or group of Improvements (the Warranty Period), as such Improvement or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdividers's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the County's acceptance of dedication of any of the Improvements, the County may require the Subdivider to post a maintenance bond or other financial security acceptable to the County to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Letter of Credit, at the written request of the Subdivider or the Issuer the County shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the County.

11. **Security.** To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the County, a cash deposit to be held by the County in escrow, or an irrevocable letter of credit in the amount of _____ Dollars (\$_____) (the Stated Amount), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a letter of credit is provided pursuant to this Agreement, it shall be in a standard form acceptable to the County, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the County's financial institution rating system in effect at the time the initial letter of credit is issued pursuant to this Agreement (the Issuer). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the County may revise the standard form letter of credit it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this agreement. A letter of credit satisfying the

criteria of this Paragraph (and any substitute or confirming letter of credit) is referenced to in this agreement as the "Letter of Credit."

12. **Reduction In Letter of Credit.** After the acceptance of any Improvement, the amount which the County is entitled to draw on the Letter of Credit shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of Subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this agreement or the Letter of Credit, the County shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the County shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the County determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the County shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the County estimates to be the cost of completing all Improvements which are incomplete as of the time of such estimate.

County's Obligations

13. **Inspection and Certificate.** The County agrees to inspect Improvements during and at the completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with County standards and specifications. The inspections and certifications will be conducted in accordance with standard County policies and requirements. The Subdivider grants the County, its agents, employees, officers, and contractors an easement and license to enter the Property to perform such inspections as it deems appropriate.
14. **Notice of Defect.** The County will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and if the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the County may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.
15. **Use of Proceeds.** The County will disburse funds drawn under the Letter of Credit only for the purposes of completing the Improvements in conformance with the County's requirements and specifications for the Improvements, or to correct defects in or failures of the Improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Letter of Credit or any accrued interest earned on the funds. All funds obtained by the County pursuant to one or

more draws under the Letter of Credit shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the Escrowed Funds), are disbursed by the County. The County may disburse all or portions of the Escrowed Funds as Improvements are completed and accepted by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of Improvements. Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the County to the Issuer of the Letter of Credit no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

16. Return of Excess Escrowed Funds. No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the County shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the County intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the County shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.
17. Cost Participation by County. If the County and Subdivider agree the County will participate in the expense of installing any of the Improvements, the respective benefits and obligations of the parties shall be governed by the terms of a Community Facilities Construction Agreement executed by the parties thereto, and the terms of that agreement shall control to the extent of any inconsistency with this Agreement.
18. Conditions of Draw on Security The County may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:
 - (a) Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
 - (b) Subdivider's failure to renew or replace the Letter of Credit at least forty-five (45) days prior to the expiration date of the Letter of Credit;
 - (c) Subdivider's failure to replace or confirm the Letter of Credit if the Issuer fails to maintain the minimum rating acceptable to the County, in accordance with Paragraph 11 of this Agreement; or
 - (d) Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The County shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the County shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the County intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a

default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit, unless, in the reasonable opinion of the County, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Letter of Credit. In the event of a draw based on subparagraph (a), the County shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligations under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such improvement. The subdivider hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraphs (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit. In lieu of honoring a draft based on an event described in subparagraphs (b) or (c), the Issuer or the Subdivider may deliver to the County a substitute Letter of Credit if the event is described by subparagraph (b) or a substitute or confirming Letter of Credit if the event is described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the County a substitute or confirming Letter of Credit.

19. Procedures for Drawing on the Letter of Credit. The County may draw upon the Letter of Credit in accordance with Paragraph 18 by submitting a draft to the Issuer in compliance with the terms of the Letter of Credit governing such draft. The Letter of Credit must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Letter of Credit. The County may not draft under a Letter of Credit unless it has substantially complied with all its obligations to the Issuer under this Agreement and has properly completed and executed the draft in strict accordance with the terms of the Letter of Credit.
20. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the County's requirements, procedures, and specifications. For Improvements upon which construction has not begun, the estimated cost of the Improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Letter of Credit establishes the maximum amount of the Subdivider's liability.
21. Remedies. The remedies available to the County, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.
22. Provisions for the Benefit of Issuer. The provisions of Paragraphs 9, 10, 11, 12, 15, 16, 18, 19, 21, 22, 23, 25, 26, 27, 28, 29, 30, 32, and 36 of this Agreement for the benefit of the Issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.

23. **Third Party Rights.** No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the County (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Letter of Credit and held in escrow by the County in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 22.

24. **Indemnification.** The Subdivider hereby expressly agrees to indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the County. Notwithstanding anything to the contrary contained in this agreement, the Subdivider does not agree to indemnify and hold the County harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the County, its agents, contractors, employees, tenants, or licensees.

25. **No Waiver.** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the County, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

26. **Attorney's Fees.** Should either party or the Issuer, to the extent Issuer is named as specific beneficiary, be required to resort to litigation to enforce the terms of this agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

27. **Assignability.** The benefits and burdens of this Agreement are personal obligations of the Subdivider and also are binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the County. The County's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. The County agrees to release or reduce, as appropriate, the Letter of Credit

provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The County, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

28. Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.
29. Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider:

Attn: _____
Printed Name: _____
Office or Position: _____
Address: _____

if to County:	with copy to: Hidalgo County Planning Department
Attn: County Judge	Attention: Planning Administrator
100 E. Cano, 2nd Floor	1304 S. 25th Street
Edinburg, Texas 78539	Edinburg, Texas 78539

if to the Issuer: at Issuer's address shown on the Letter of Credit.

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

30. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
31. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Letter of Credit, will be deemed to be proper only if such action is commenced in District Court for Hidalgo County, Texas, or the United States District Court for the Southern District of Texas, McAllen Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Letter of Credit pursuant to the terms of this Agreement, expressly waives any right to bring such

an action in or to remove such an action to any other court, whether state or federal.

32. Release Upon Completion. Upon acceptance of all Improvements, the County agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the Property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Letter of Credit and any Escrowed Funds not expended or obligated by the County for the completion of the Improvements.
33. Captions Immaterial. The numbering, order, and captions or headings of the paragraphs of this agreement are for convenience only and shall not be considered in construing this agreement.
34. Entire Agreement. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.
35. Authorization to Complete Blanks. By signing and delivering this agreement to the appropriate official of the County, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.
36. Binding Agreement. The execution and delivery of this agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the County. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective Date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Letter of Credit.

EXECUTED by the parties to be effective as of the _____ day of _____, 20____.

County Official

Subdivider

[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

EXHIBIT B: SUBDIVISION IMPROVEMENTS

Subdivision Improvements. Subdivider and County agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the Subdivision Improvements). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the County in an amount equal to the Estimated Cost of Completion listed below, as follows:

Description of Improvement(s)	Estimated Cost of Completion
-------------------------------	------------------------------

- a)
- b)
- c)

APPENDIX 4-C: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR CASH DEPOSIT

1. **Parties.** This Subdivision Construction Agreement (the Agreement) is made by and between the County and the Subdivider. The County is Hidalgo County, Texas, acting by and through its Commissioners Court, or authorized representative as designated by the Commissioners Court. The Subdivider is _____, who is the owner, or the authorized agent of owner, of a tract of land located within the geographic area and jurisdiction of the County.
2. **Effective Date.** This Agreement is effective on the date the County approves the final plat for the subdivision described in Paragraph 3 of this Agreement (the Effective Date).
3. **Recitals.** Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in County's File Number (the Subdivision) and more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the Property); and
4. Subdivider seeks authorization from the County to subdivide the Property in accordance with the requirements imposed by Texas statute and the County's ordinances, regulations, and other requirements; and
5. County ordinances require the completion of various Improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions; and
6. The purpose of this Agreement is to protect the County from the expense of completing subdivision improvements required to be installed by the Subdivider; and
7. This Agreement is authorized by and consistent with state law and the County's ordinances, regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

Subdivider's Obligations

8. **Improvements.** The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with County orders, ordinances, regulations, and policies governing subdivision approval, specifically including without limitation those Improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any one of which is an Improvement). All Improvements shall be constructed in conformity to the County's requirements, procedures, and specifications, pursuant to construction plans, permits, and specifications approved by the County prior to commencement of construction, and subject to inspection, certification, and acceptance by the County.

9. **Completion.** Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all the Improvements shall be completed no later than three (3) years after the Effective Date _____ (the Completion Date); Upon completion of each of the Improvements, the Subdivider agrees to provide to the County a complete set of construction plans for the Improvements, certified “as built” by the engineer responsible for preparing the approved construction plans and specifications.

10. **Warranty.** The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date the County accepts the dedication of a completed Improvement or group of Improvements (the Warranty Period), as such Improvement or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdividers's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the County's acceptance of dedication of any of the Improvements, the County may require the Subdivider to post a maintenance bond or other financial security acceptable to the County to secure the warranty established by this Agreement.

11. **Security.** To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a Cashier's Check or Personal Check representing a “Cash Deposit” to be held by the County in escrow in the amount of _____ Dollars (\$_____), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B.

12. **Reduction of Cash Deposit.** After the acceptance of any Improvement, the amount which the County is entitled to draw on the Cash Deposit shall be reduced by an amount equal to ninety percent (90%) of the quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of Subdivider and if the Subdivider is not then in default under this Agreement, the County shall refund to the Subdivider that portion of the Cash Deposit associated with the completed Improvements. No later than sixty (60) days after its receipt of a written request to refund the Cash Deposit, the County shall determine the Estimated Remaining Cost. Notwithstanding the preceding sentence, the County shall not be required to authorize reductions in the Cash Deposit more frequently than every ninety (90) days. As used in this Paragraph, “Estimated Remaining Cost” means the amount the County estimates to be the cost of completing all Improvements which are incomplete as of the time of such estimate.

County's Obligations

13. **Inspection and Certificate.** The County agrees to inspect Improvements during and at the completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with County standards and specifications. The inspections and certifications will be conducted in accordance with standard County policies and requirements. The Subdivider grants the County, its agents, employees, officers, and contractors an easement and license to enter the Property to perform such inspections as it deems appropriate.

14. **Notice of Defect.** The County will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and if the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the County may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

15. **Use of Proceeds.** The County will disburse funds drawn under the Cash Deposit only for the purposes of completing the Improvements in conformance with the County's requirements and specifications for the Improvements, or to correct defects in or failures of the Improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Cash Deposit or any accrued interest earned on the funds. The Cash Deposit shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the Escrowed Funds), are drawn and disbursed by the County pursuant to the terms as per this Agreement. The County may disburse all or portions of the Escrowed Funds as Improvements are completed and accepted by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of Improvements. Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the County to the Subdivider no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

16. **Return of Excess Escrowed Funds.** No later than sixty (60) days after its receipt of a written request from the Subdivider to return Excess Escrowed Funds to the Subdivider, the County shall disburse to the Subdivider from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the County intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the County shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.

17. **Cost Participation by County.** If the County and Subdivider agree the County will participate in the expense of installing any of the Improvements, the respective benefits and obligations of the parties shall be governed by the terms of a Community Facilities Construction Agreement executed by the parties thereto, and the terms of that agreement shall control to the extent of any inconsistency with this Agreement.

18. **Conditions of Draw on Security.** The County may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement; The County shall provide written notice to the Subdivider of a default, which notice shall be given no less than twenty (20) days before withdrawal of the Cash Deposit, unless, in the reasonable opinion of the County, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and in such event, County shall give the Subdivider no less than five (5) days notice before withdrawal of the Cash Deposit. The County shall be entitled to draw

in the amount it considers necessary to perform Subdivider's obligations under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such Improvement. The subdivider hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements.

19. **Measure of Damages.** The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the County's requirements, procedures, and specifications. For Improvements upon which construction has not begun, the estimated cost of the Improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Cash Deposit establishes the maximum amount of the Subdivider's liability.

20. **Remedies.** The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

21. **Third Party Rights.** No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the County (including without limitation a trustee in bankruptcy) have any interest in or claim to funds held in escrow by the County in accordance with this Agreement.

22. **Indemnification.** The Subdivider hereby expressly agrees to indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the County. Notwithstanding anything to the contrary contained in this Agreement, the Subdivider does not agree to indemnify and hold the County harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the County, its agents, contractors, employees, tenants, or licensees.

23. **No Waiver.** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the County or the Subdivider or their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

24. **Attorney's Fees.** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including

reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

25. **Assignability.** The benefits and burdens of this Agreement are personal obligations of the Subdivider and also are binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the County. The County's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. The County, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider.

26. **Expiration.** This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision (if not the Improvements are completed as provided in the Agreement) or if the Subdivision is vacated by the Subdivider.

27. **Notice.** Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to Subdivider:
Attn:
Address:

if to County:	with copy to: Hidalgo County Planning Department
Attn: County Judge	Attention: Planning Administrator
100 E. Cano, 2nd Floor	1304 S. 25th Street
Edinburg, Texas 78539	Edinburg, Texas 78539

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

28. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

29. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement will be deemed to be property only if such action is commenced in District Court for Hidalgo

County, Texas, or the United States District Court for the Southern District of Texas, McAllen Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

30. **Release Upon Completion.** Upon acceptance of all Improvements, the County agrees: (a) to complete, execute and deliver to the Subdivider a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the Property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Subdivider and any Escrowed Funds not expended or obligated by the County for the completion of the Improvements.

31. **Captions Immaterial.** The numbering, order, and captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

32. **Entire Agreement.** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.

33. **Authorization to Complete Blanks.** By signing and delivering this Agreement to the appropriate official of the County, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.

34. **Binding Agreement.** The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the County. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective Date.

EXECUTED by the parties to be effective as of the _____ day of _____, 20____.

County Official

Developer

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

EXHIBIT B: SUBDIVISION IMPROVEMENTS

Subdivision Improvements. Subdivider and County agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the Subdivision Improvements). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the County in an amount equal to the Estimated Cost of Completion listed below, as follows:

Description of Improvement(s)	Estimated Cost of Completion
-------------------------------	------------------------------

a)

APPENDIX 5: ROAD, DRAINAGE AND GENERAL UTILITY CONSTRUCTION SPECIFICATIONS

1. GENERAL

- 1.1 Except as provided herein, no Plat or improvements thereon shall be approved or accepted by the county unless it conforms to the minimum standards and specifications contained herein, and in the Model Rules and Tex. Loc. Govt. Code Ch. 232, if applicable.
 - 1.2 If a tract is Subdivided into parcels larger than ordinary building Lots, such parcels shall be arranged to allow the opening of future Streets.
 - 1.3 There shall be no reserve strips controlling access to land dedicated or intended to be dedicated to public use.
 - 1.4 Irrigation canals: No open irrigation canals, except main canals, shall be permitted within a Subdivision. The Subdivider shall place said canal underground if its continued use is required by the Irrigation or Water District.
 - 1.5 Electric and gas utilities: The Subdivider shall make reasonable efforts to have electric and gas utilities installed in the Subdivision by an entity authorized under Texas law to provide such services prior to the approval of the Final Plat.
2. **STREETS** All streets whether public or private shall be paved to the required width and to the minimum sections established herein. The Commissioners Court has the final discretion in determining the nature of a street's surface.
- 2.1 Private Streets. Private streets serving four (4) or fewer lots shall be surfaced to a minimum pavement width of eighteen feet (18') **as per section xxx**. Private streets serving more than four (4) lots shall be paved to the minimum standards for public streets as established herein. Notwithstanding the minimum pavement widths above, a minimum private easement or right of way of fifty (50') feet must be provided on the plat.
 - 2.2 Streets in "V" Zone. All streets within a V Zone as identified on the Hidalgo County National Flood Insurance Program Flood Insurance Rate Maps and all streets within the areas of flooding where the base flood elevation exceeds the natural ground elevation by more than two feet (2') shall utilize Class A paving **as per section xxx**.
 - 2.3 Cul-de-sacs: Cul-de-sacs in single family residential subdivisions shall have a turn-around pavement radius of not less than forty (40) feet. In Subdivisions other than single family residential subdivisions, the turn-around pavement radius shall be no less than ninety (90) feet.
 - 2.4 Pavement Widths and rights-of-way: See A.2.4.B or B.2.4.B, as applicable, for right-of-way standards. Pavement Widths shall be as follows:

- 2.4.1 Arterial Streets shall have a Pavement Width of not more than fifty-six (56) feet, but not less than forty-eight (48) feet.
- 2.4.2 Collector Streets shall have a Pavement Width of not more than forty-eight (48) feet, but not less than thirty-six (36) feet.
- 2.4.3 Minor Streets shall have a Pavement Width of not more than thirty-five (35) feet, but not less than thirty (30) feet.
- 2.5 Specifications to be followed in the construction of any such Streets within or bounding a Subdivision must consider the amount and kind of travel over the road. Streets within a Subdivision must have a **minimum** base of **eighth** ~~six (6)~~ **(8)** inches of compacted caliche which is at least four (4) feet wider than the Pavement Width, and shall be paved to the Pavement Width with one and one quarter (1 1/4) inch of hot mix asphalt concrete Type "D". Street and traffic control signs shall conform to County standards and shall be installed at the expense of the Subdivider.
- 2.6 Testing Requirements. Testing by a reputable soil testing laboratory is required at different stages of Street construction as follows:
 - 2.6.1 Subgrade Preparation: A minimum of one test per each 1,000 square yards or fraction thereof of Street area for subgrade compaction and depth.
 - 2.6.2 Compacted Caliche: A minimum of one test per 1,000 square yards or fraction of Street area for caliche compaction and depth.
 - 2.6.3 Hot Mix Asphalt Concrete (HMAC): A minimum of one test per each 1,500 square yards of Street area for thickness to meet with State Specification Type "D" Certification. Submittal of Certified Type "D" from Supplier.

The Developer or his Contractor shall notify the County 24 hours in advance of any test in the event that County personnel wish to monitor any test.

- 2.7 Curb and gutter and/or driveway culverts are required in the following instances:
 - 2.7.1 This subsection 2.7.1 applies to any Subdivision in which any Lot contains an area of one acre or less, net of all easements and rights of way. The Subdivider shall, prior to obtaining final approval of a Plat, install rollover curb and gutter eighteen inches (18") in width in connection with all Streets installed or improved in the Subdivision, pursuant to the specifications promulgated from time to time by the County Planning Department.
 - 2.7.2 This subsection 2.7.2 applies to any Subdivisions in which all lots have an area of greater than one acre, net of all easements and rights of way. The Subdivider shall comply with the requirements of this subsection in one of the following manners:

- 2.7.2.1 The Subdivider shall, prior to obtaining final approval of a Plat, install rollover curb and gutter eighteen inches (18") in width in connection with all Streets installed or improved in the Subdivision, pursuant to the specifications promulgated from time to time by the County Planning Department. The fact that Streets are constructed with curb and gutter shall have no impact on the minimum Pavement Width set out in Section 2.4; or
- 2.7.2.2 The Purchaser of each Lot shall install or cause to be installed driveway culvert pipes which, at a minimum, are of reinforced concrete construction, of no less than fifteen inches (15") in diameter and twenty four feet (24') in length, and shall otherwise conform in construction and content to the specifications promulgated from time to time by the County Planning Department. The Subdivider shall not be personally liable for the installation of driveway culverts under this section 2.7.2, and shall include in the drainage plan for the subdivision and in a note on the plat that the purchaser of the lot will be required to provide for and install the culvert.
- 2.8 Obstruction Prohibited. No wall, fence, shrubbery or other obstruction shall be permitted higher than eighteen (18) inches within the Restricted Area of a Corner Lot adjacent to an intersection with Minor Streets or Collector Streets, and there shall be no obstruction of any nature permitted within the Restricted Area of a Corner Lot adjacent to an intersection with a State Farm to Market Road, a State Highway or a US Highway.
- 2.9 Frontage on existing County roads. Where the proposed Subdivision abuts an existing county road that does not conform to Section 2.4, the Subdivider shall dedicate right-of-way width sufficient to make the full right-of-way width to conform to such Section 2.4 and the anticipated future use of the road according to the then-current version of the Hidalgo County Thoroughfare Plan. In addition, where the abutting county road is either not paved in accordance with Sections 2.4 through 2.7 or has a Pavement Width insufficient to conform to the requirements of Section 2.4, the Subdivider shall, at the time of Final Plat Approval, escrow with County a sum of money sufficient to provide for one-third of the cost of paving of the abutting portion of the road in compliance with the then-current County road construction specifications and/or requirements for the type of road in question. In determining the money amount sufficient to provide for such future work, the Engineer employed by Subdivider shall present to the Planning Department of County their reasonable cost estimates for all materials and labor necessary to pave the normal Pavement Width required for such a road under then-current County road construction specifications and/or requirements. The Planning Department of County, and the County Engineer, shall review the calculations and notify the Subdivider of any changes or adjustments prior to final plat approval. A copy of the current Hidalgo County Thoroughfare Plan, approved by the Hidalgo County Metropolitan Planning Organization, may be obtained from the Hidalgo County Right of Way Department.
- 2.10 **Details Regarding Various Driveways:** Included in Appendix 9 of these rules are details for driveways on Roads with an existing or proposed road right of way of 100 feet or greater. Shared driveways shall be constructed prior to the approval of a final plat by the Hidalgo County Subdivision Advisory Board and the Hidalgo County Commissioner's Court.

3. DRAINAGE

- 3.1 A detailed drainage plan, prepared and executed by an Engineer, shall be submitted in addition to and along with any Final Plat. This shall contain, but not be limited to, the following:
- 3.1.1 A topographical map showing existing contours within the proposed Subdivision and five hundred (500) feet outside of it. It shall depict the existing elevations at one foot contours and one hundred (100) foot intervals, and spot elevations at one-tenth (1/10) of a foot, and all existing drainage facilities within each area covered by the Plat.
- 3.1.2 A drainage plan for the proposed Subdivision which must be illustrated on the same map depicting:
- a. Proposed finished elevations of the center line, edge of pavement, and edge of right-of-way of each Street.
 - b. Proposed drainage facilities to be constructed by the Subdivider, and a drawing of how those facilities tie into the County Master Drainage Plan.
 - c. The one hundred (100) year storm contour elevation as illustrated on FEMA maps

All areas which, due to preexisting conditions or to the construction of streets and drainage facilities or to the re-grading of the land, will be subject to inundation, as a result of a 10-year storm, by more than three inches (3") of water. Such areas would include, for example, the gutters and nearby portions of streets, constructed drainage swales, ditches parallel to streets, etc.

- 3.1.3 A document containing the calculations of the quantity of runoff for the proposed Subdivision consistent with the overall County Master Drainage Plan, and in accord with the calculation method for determining runoff as approved by the County.
- 3.1.4 Provisions for drainage in the Subdivision to:
- a. avoid concentration of storm drainage water from each Lot to adjacent Lots;
 - b. provide positive drainage away from all buildings; and
 - c. coordinate individual lot drainage with the general storm drainage pattern for the area, including a description of the drainage improvements or modifications necessary to meet these criteria.
- 3.1.5 Detailed plans and specifications for all on-site or off-site improvements necessary to connect the drainage facilities shown on the drainage plan to the nearest existing drainage facility or public outfall, which improvements must be completed prior to final plat approval under the Rules. Off-site improvements must consist of drainage facilities approved in advance by County and designed in accordance with proper engineering practices and considerations.

- 3.2 Specifications to be followed in the design of storm drainage in accordance with standard engineering practices and shall be approved by the County Engineer and, if the subdivision is located within its boundaries or utilizes its facilities, Hidalgo County Drainage District No. 1.
- 3.3 Every Subdivision shall comply with the provisions of the County Flood Plain Regulations. The County Flood Plain Regulations are incorporated herein and made a part hereof as though fully set forth herein. The term "County Flood Plain Regulations" means the Regulations for Flood Plain Management adopted by County in accordance with authorizing statutes, on July 5, 2000, as amended, replaced or recodified.
- 3.4 In the event all or any portion of the Subdivision is situated in a Floodplain, the Subdivider shall supply and submit to the Federal Emergency Management Agency all documents, information, reports and recommendations that are required under the rules of the Federal Flood Insurance Program, and shall be responsible for obtaining a Letter of Map Amendment or Letter of Map Revision from the Federal Emergency Management Agency, as it applies to the entire Subdivision, prior to the approval of any Plat by County.
- 3.5 Compliance with NPDES Program and Clean Water Act Permitting Requirements
- 3.5.1. New development and redevelopment that will result in disturbance of five or more acres of land must comply with the United States Environmental Protection Agency ("USEPA") National Pollution Discharge Elimination System ("NPDES") General Permits for Storm Water Discharges from Construction Activities in Region 6. Rules covering the requirements of the General Permit are published at 63 Federal Register 36489, July 6, 1998, and are available at the USEPA Region 6 web site (www.epa.gov/earthlr6/gen/w/formsw.htm.)

Individuals who intend to obtain coverage under the General Permit for Construction Activities must submit a Notice of Intent ("NOI") to the USEPA Region VI office in Dallas, Texas in accordance with the General Permit. Certification of this submittal shall also be made to the Hidalgo County Drainage District No. One office at least two (2) days prior to initiating construction.

The content of the NOI shall comply with the requirements of the NPDES General Permit for Storm Water Discharges from Construction Sites in Region 6, as published at 63 Federal Register 36489.

- 3.5.2 In addition to compliance with the NPDES program, it may be necessary to obtain a permit from the U.S. Army corps of Engineer's under Section 404 of the Clean Water Act. (33 U.S.C. §1344). Certain activities are covered by the Nationwide Permit Program ("NWP"). NWP's, which may be applicable in the development of subdivisions, include NWP 39, 41 and 43, among others. Applicability of NWP 39 and 43 is limited in areas within the 100-year Floodplain by General Condition 26. See, 65 Fed. Reg. 12818, March 9, 2000. (New NWP provisions were effective June 7, 2000.) Copies of all materials submitted to the District Engineer under an NWP or an application for an individual permit must be simultaneously provided to Hidalgo County Drainage

District No. 1.

- 3.6 Surface drainage from private property within a proposed subdivision shall be taken to the roads, streets, or drainage courses as directly as possible. Drainage water from the roads and streets shall be taken to defined drainage courses as directly as possible.
- 3.7 Streets shall not be used as major drainage courses. The Subdivider shall be responsible for constructing all necessary drainage features required to transport water from the development to an acceptable outfall, including acquisition of all necessary rights-of-ways and easements.
- 3.8 The rational method shall be used at a minimum for calculations, and other methods may be utilized for the calculation of the storm water design discharge if sufficient supporting data is submitted to and approved by Hidalgo County Drainage District No. 1. Without supporting data other methods shall not be accepted. The engineer responsible for the preparation for the design calculations shall sign, seal, and date all work done under his authority.
- 3.9 Minor streets shall:
 - 3.9.1 be designed to contain a nine and one-half (9 ½) year rainfall event within the gutter flow if curb and guttered or within the borrow ditches if not curb and guttered.
 - 3.9.2 have culverts designed to carry the nine and one-half (9 ½) year rainfall event with a headwater depth not to exceed the diameter of the pipe
- 3.10 Collector streets shall:
 - 3.9.1 be designed so that a nine and one-half (9 ½) year rainfall event is contained within the curb and gutter without topping the curbs.
 - 3.9.2 be designed so that a nine and one-half (9 ½) year rainfall event will be contained within borrow ditches if curb and gutter is not used and have culverts designed so that the nine and one-half (9 ½) year rainfall event will be carried with a head water depth not exceeding the diameter of the pipe.
- 3.11 Main Arterial streets shall:
 - 3.11.1 be designed so that the streets with curb and gutter shall be designed to carry the ten (10) year rainfall event without topping the curbs if utilized.
 - 3.11.2 be designed so that the borrow ditches, if utilized, will contain a twenty-five (25) year rainfall event within the ditches and all culverts shall be designed to carry the twenty-five (25) year rainfall event with head water depth not exceeding 1.2 times the diameter of the pipe.
- 3.12 Open drainage ditches or channels other than those contained within the right-of-way of a street or road shall comply with the Hidalgo County Master Drainage Plan, as amended.

- 3.13 Drainage structures at crossing of drainage courses with roads and streets shall be designed as follows:
- 3.13.1 Drainage structures under Minor streets shall be designed to carry a twenty-five (25) year rainfall event without overtopping the roadway by more than one foot (1') and provide a minimum of fifteen feet (15') of clear roadway surface.
 - 3.13.2 Drainage structures under Collector streets shall be designed to carry a twenty-five (25) year rainfall event without overtopping the roadway and provide a minimum of twenty feet (20') of clear roadway surface.
 - 3.13.3 Drainage structures under Main Arterial streets shall be designed to carry a twenty-five (25) year rainfall event without overtopping any of the driving surface and shall provide a clear roadway equal to the width of the pavement plus five feet (5') on either side.
- 3.14 Easements. Where conditions require, there shall be provided a drainage easement adequate for the purpose (including future needs and maintenance), as determined by the County Planning Department and, if the subdivision is within its boundaries, Hidalgo County Drainage District No. 1. Where such easement is adjacent to lots, tracts, or reserves, restrictions regarding the use of the surface area of the easement shall be noted on the face of the final plat as follows:

“This easement shall be kept clear of fences, buildings, plantings, and other obstructions to the operation and maintenance of the drainage facility. Abutting property shall not be permitted to drain into the easement except by approved means.”

APPENDIX 7-A. SAMPLE FORM FOR WATER SERVICE AGREEMENT

**AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED
_____ SUBDIVISION**

PARTIES: This Agreement is by and between the Utility and the Subdivider, to wit:
The Utility is the governing board or owner of a retail public utility which supplies of drinking water known as _____.

The Subdivider is _____,
who is the owner, or the authorized agent of the owner, of a tract of land in Hidalgo County, Texas, that has been proposed to be divided into a subdivision (the Subdivision) known as _____.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to Hidalgo County for its approval. The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility's public water system. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions (the anticipated water flow) to be approximately _____ gallons daily.

The Utility covenants that it has or will have the ability to provide the anticipated water flow for at least thirty years, and that it will provide that water flow. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision's water distribution system has been connected to the Utility's water supply system.

The Subdivider covenants that the water distribution system will be constructed as shown in the Plans and as provided for through the plat-approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The Subdivider has paid the Utility the sum of \$ _____ which sum represents the total costs of water meters, water rights acquisition fees, and all membership or other fees associated with connecting the individual lots in the Subdivision to the Utility's water supply system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Hidalgo County or by a municipality whose approval is required.

By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____, 20 ____.

The Utility

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

The Subdivider

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

APPENDIX 7-B. SAMPLE FORM FOR WASTEWATER SERVICE AGREEMENT

**AGREEMENT REGARDING WASTEWATER SERVICE FOR THE PROPOSED
_____ SUBDIVISION**

PARTIES: This Agreement is by and between the Utility and the Subdivider, to wit:
The Utility is the governing board or owner of a retail public utility which provides wastewater treatment and is known as _____.

The Subdivider is _____,
who is the owner, or the authorized agent of the owner, of a tract of land in Hidalgo County, Texas, that has been proposed to be divided into a subdivision (the Subdivision) known as _____.

TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to Hidalgo County for its approval. The Subdivider plans to construct for the Subdivision a wastewater collection system to be connected to the Utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the wastewater flow projected from the Subdivision under fully built-out conditions (the projected wastewater flow) to be approximately _____ gallons daily.

The Utility covenants that it has or will have the capacity to treat the projected wastewater flow, and that it will treat that wastewater flow for at least thirty years. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision's wastewater collection system has been connected to the Utility's wastewater treatment plant.

The Subdivider covenants that the wastewater collection system will be constructed as shown in the Plans and as provided for through the plat approval process so that the residents of the lots of the Subdivision may receive wastewater treatment service from the Utility. Upon completion of the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the wastewater collection system.

Insert the following paragraph if the Utility imposes any fees for connection of individual lots to the Utility's wastewater collection and treatment system:

The Subdivider has paid the Utility the sum of \$ _____ which sum represents the total costs of tap fees, capital recovery charges, and other fees associated with connecting the individual lots in the Subdivision to the Utility's wastewater collection and treatment system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Hidalgo County or by a municipality whose approval is required.

By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or

she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____, 20____.

The Utility

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

The Subdivider

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

Hidalgo Co. Subdivision Rules
Effective July 19, 2000

Appendix

Hidalgo Co. Subdivision Rules
Effective July 19, 2000

APPENDIX 8 SAMPLE GENERAL COUNTY PLAT NOTES

Section 1.0 General County Plat Notes: The following plat notes shall be provided on all subdivisions, as applicable, in accordance with these rules. The General Notes sample is being provided as guidance to the requirements to comply with the Texas Local Government Code, Texas Water Development Board Model Subdivision Rules, and Hidalgo County Subdivision Rules and Regulations. These plat notes may be amended to meet specific needs as approved by the Hidalgo County Planning Department.

1. FLOOD ZONE STATEMENT:

Flood zone designation: zone "X" & "AH" (BFE 182)

Zone "X" areas determined to be outside 500-year flood plain community-panel no. 480334 0325 d effective date: May 17, 2001

Zone "AH" flood depths of 1 to 3 feet (usually areas of ponding) base flood elevations determined. Community-panel no. 480334 0325 d effective date: May 17, 2001

The plat engineer along with the County Flood Plain Administrator have identified all areas as shown on this plat to be within flood zone "X" and flood zone "AH" with a BFE of 182 utilizing the latest approved Federal Emergency Management Agency flood maps for Hidalgo County.

Construction of residential housing within any area of the subdivision that is in the 100-year flood plain is prohibited unless the housing qualifies for insurance under the national flood insurance act of 1968 (42 U.S.C. sections 4001 through 4127).

2. SETBACKS:

Front:	25.00 feet on Geo Drive
	40.00 feet on Mile 1 Road
	50.00 feet on Mile 17 Road
Rear:	15.00 feet or easement width whichever is greater
Side:	6.00 feet or easement width whichever is greater
Corner Side:	10.00 feet or easement width whichever is greater
Garage:	18.00 feet
Corner Side Where R.O.W. is greater than 50.00 feet:	20.00 feet

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: No more than one-single family detached dwelling shall be located on each lot. (Any other use shall require Planning Department, Health Department and Fire Marshall approval). Applications for construction are required prior to occupying the lot

4. MINIMUM FINISHED FLOOR NOTE: Minimum finished floor elevation shall be 18" above top of curb or 18" above natural ground, whichever is greater. An elevation certificate may be required for lots located outside a designated flood zone at the time of application for construction to verify pre and post construction finished floor elevations. An elevation certificate shall be required for all lots within a designated flood zone at the time for a development permit application. (See sheet No.3 for finish floor elevation requirement for all lots in flood zone)

5. BENCHMARK NOTE: The following benchmarks are identified on the face of the plat and on the attached engineering plans.

-->b.m. no. 1-elev. 183.70 N.G.V.D. 29 description: concrete monument set approximately 10.00 feet north and 5.00 feet west of the southeast corner of lot 31 of this subdivision.

-->b.m. no. 2-elev. 182.50 N.G.V.D. 29 description: concrete monument set approximately 5.00 feet west and 5.00 feet north of the southeast corner of lot 10 of this subdivision.

6. DRAINAGE: In accordance with the Hidalgo County Drainage District No. 1 and Hidalgo County requirements, this development will be required to detain a total of 43,560.00 cubic-feet 1.00 acre-feet) of storm water runoff. Drainage retention in accordance with the local requirements will be accomplished as follows: (see sheet no.3 for storm sewer improvements.)

7. DRAINAGE SWALE EASEMENTS NOTE: No fill or permanent structures shall be allowed within any drainage swale easement. Each drainage swale easement shall be kept clear of fences, buildings, plantings, and other obstructions that would interfere with the operation of the drainage swale easement. The lot owner shall be responsible for the maintenance of the swale located within their property.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: This subdivision shall use on-site sewage facilities in accordance with TCEQ and Hidalgo County Regulations for sewage disposal. The subdivider is responsible for providing an OSSF on all lots.

A. An OSSF system is being designed for disposal of domestic sewerage only for a typical 3 bedroom residence. A separate design shall be submitted for commercial use, multi-family use, and if a larger residence is being proposed other than the aforementioned 3 bedroom home.

B. Each lot on this plat complies with the minimum 21,780 square feet lot area with potable water supply.

C. Any OSSF system shall require inspection and approval by the authorized agent of Hidalgo County.

D. Soil analysis has been submitted to the authorized agent of Hidalgo County and excerpts may be also seen on the utility layout for this subdivision as submitted to the Hidalgo County Planning Department. The engineer and/or soil evaluator has determined that the soil is suitable for a standard septic tank and absorptive drain field system.

E. An approved "OSSF" permit application is required, including individual lot planning materials, prior to occupying a lot.

F. 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.

10. There are no water wells within 150 feet from the boundaries of this subdivision.

11. Jane Doe, the owner & subdivider of Geo Acres Subdivision, retains an easement upon each lot for the purpose of installing an approved OSSF on the lot as described on sheet No.2 of this plat.

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.

13. Each purchased contract made between a subdivider and purchaser of a lot in this subdivision shall contain a statement describing how and when water, sewer, electricity, and gas services will be made available to the subdivision.

14. All public utility easements dedicated by this plat shall be a minimum width of 15.00 feet or as approved by the utility company occupying the easement as per the Hidalgo County Subdivision Rules. By signing this plat, the developer and engineer certify that all other easements shown comply with the size required by each utility provider occupying such easement.

15. The cross-hatched cul-de-sac area is a temporary easement for a turn-around until street is extended west in a recorded plat. Said temporary easement shall be automatically abandoned upon the construction of a dedicated street to the west.

16. An off-street parking lot site plan & drainage plan shall be approved by the Hidalgo County Planning Department for commercial, industrial & multifamily use at the time of application for construction prior to the issuance of a building and/or development permit. No final water or light clearances shall be issued until the site plan, drainage plan, OSSF plan and floor plan are approved by appropriate County department. All proposed improvements are to be constructed in accordance with County and State standards.

17. CLEARANCES FOR WATER METERS:

As per Texas Local Government Code requirements, sanitary sewer must be connected to a residence prior to receiving a final clearance for a water meter. A sewer tap inspection shall be provided from the entity service provider prior to receiving a clearance for water meter(s).

18. GENERAL NOTE FOR COMMERCIAL LOTS:

Lot 1 shall be for commercial use only. There shall be no other use other than commercial. Lot 1 is for nonresidential use. In accordance with Texas Water Development Board Model Subdivision Rules this restriction shall be stipulated on all deeds, contract for deeds, and any other type of conveyance. Applications for construction approved by the Planning Department, Health Department and Fire Marshall are required prior to occupying the lot.

19. Driveway entrances with safety ends will be constructed at building and/or development permit stage prior to the issuance of a final light and water clearance.

20. TxDOT permits for driveway are required for lots accessing FM xxxx prior to construction of a driveway access on said FM xxxx and the issuance of a building and/or development permit from the Hidalgo County Planning Department and/or Fire Marshall's office.

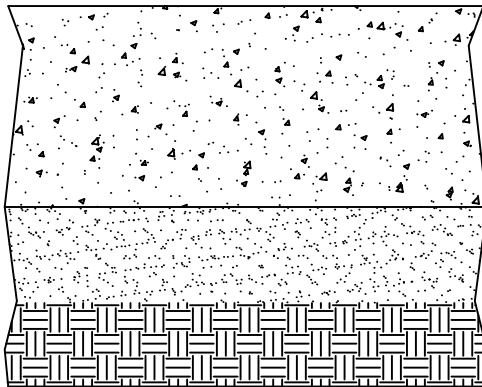
21. A detailed site plan identifying the area in which a residence and OSSF may be constructed has been prepared for lots being affected by _____ easements that traverse the affected lots at an angle other than 90 degrees as measured from the individual lot property lines. The site plans have been documented with the Hidalgo County Planning Department.

APPENDIX 9: SAMPLE DRAWINGS AND DETAILS

- 9.A Sample Site Plan Showing Location of On-Site Sewage Facility, Drainage Detention Area, and Parking Lot.
- 9.B Typical Finished Floor Elevation Above Center Line of Street and/or Curb & Gutter and/or Natural Ground.
- 9.C Detail for Shared Driveways for Lots Fronting a 100 foot Right of Way or Greater.
- 9.D Site plan showing lot affected by utility lines traversing lot other than 90 degrees as measured from property lines
- 9.E Typical Roadway and Drainage Details for Various County Roadways
Plate No. 9.1 through Plate No. 9.46
 - 9.1 Class "A" Pavement
 - 9.2 Class "B" Pavement
 - 9.3 Class "C" Pavement
 - 9.4 Class "D" Pavement
 - 9.5 Typical Road Section
 - 9.6 Urban Section Minor Street /Minimum Width 32' to 35' B-B
 - 9.7 Urban Section Collector Street /36' to 48' B-B
 - 9.8 Urban Section Main Arterial Street/Minimum Width 48' to 56' B-B
 - 9.9 Private Road
 - 9.10 Rural Section Minor Street / 24' to 28' E-E
 - 9.11 Rural Section Collector Street /36' to 48' E-E
 - 9.12 Rural Section Arterial Street/ 22'E-E With Median
 - 9.13 Rural Section Arterial Street/Maximum 48' to 56' B-B
 - 9.14 Class "A" Pavement Reinforcing Detail
 - 9.15 Class "A" Pavement Joint Detail
 - 9.16 Typical Curb And Gutter Detail
 - 9.17 Typical Low Profile Curb And Gutter Section
 - 9.18 Typical Road Section With Low Profile Curb And Gutter & Type "C" Inlet
 - 9.19 Typical Private Driveway Approach
 - 9.20 Typical Sidewalk
 - 9.21 Typical Handicapped Ramp Detail
 - 9.22 New Asphalt Meeting Existing Pavement
 - 9.23 Drainage Manhole Details
 - 9.24 Standard Curb Inlet Detail
 - 9.25 Standard Curb Inlet Section
 - 9.26 Curb Inlet Detail
 - 9.27 Standard Curb Inlet
 - 9.28 Curb Inlet-Box And Manhole Elevation
 - 9.29 Curb Inlet-Extension Elevation
 - 9.30 Standard Curb Inlet
 - 9.31 Standard Curb Inlet
 - 9.32 Typical Endwall/Concrete Apron Detail
 - 9.33 Concrete Drainage Flume
 - 9.34 Concrete Valley Gutter Detail
 - 9.35 Typical Endwall/Concrete Apron Detail
 - 9.36 Typical Endwall/Concrete Apron Detail
 - 9.37 Typical Endwall/Concrete Apron Detail
 - 9.38 Earth and Gravel Bedding Detail

CLASS "A" PAVEMENT

REQUIRED IN ALL V ZONES AND ALL FLOOD ZONES AS DESIGNATED BY FEMA MAPS WHERE BASE FLOOD IS 2' OR GREATER IN DEPTH.



D ← CONCRETE CLASS A 5 SACK/CY. MIN.
 3000 P.S.I. COMP. STRENGTH; MIN. 600
 P.S.I. – 7 DAYS BEAM STRENGTH;
 MAX. WATER/CEMENT RATIO 0.7;
 1 1/2" MAX. AGGREGATE;
 ENTRAINED AIR 4–7%
 E ← SAND CUSHION
 F ← SUB-BASE

REQUIREMENTS FOR VARIABLE STREET CLASSIFICATION

VARIABLE	MINOR	COLLECTOR	ARTERIAL
D	5 1/2" MIN. WITH THICKENED EDGE	6 1/2" MIN. WITH THICKENED EDGE	8 1/2" MIN. WITH THICKENED EDGE
E	4"	6"	6"
F	P.I. < 20 COMPACTION 6" THICK TO 95% STD. PROCTOR @ OR ABOVE OPT. MOISTURE P.I. > 20 SEE SUBGRADE IMPROVEMENT METHODS	P.I. < 20 COMPACTION 8" THICK TO 95% STD. PROCTOR @ OR ABOVE OPT. MOISTURE P.I. > 20 SEE SUBGRADE IMPROVEMENT METHODS	P.I. < 20 COMPACTION 10" THICK TO 98% STD. PROCTOR @ OR ABOVE OPT. MOISTURE P.I. > 20 SEE SUBGRADE IMPROVEMENT METHODS

SUBGRADE IMPROVEMENT METHODS:

- MECHANICAL STABILIZATION ----- AN APPROVED GEOGRID PLACED UNDERNEATH THE BASE COURSE PER COUNTY SPECIFICATIONS. SAND CUSHION MUST BE SUBSTITUTED BY A CALICHE OR LIMESTONE BASE
- CHEMICAL STABILIZATION ----- MODIFY SUBBASE COURSE THICKNESS AS FOLLOWS:
 - 20 < P.I. ≤ 40 3% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR
≥ OPTIMUM MOISTURE
 - P.I. > 40 6% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR
≥ OPTIMUM MOISTURE
- OVER EXCAVATION & REPLACEMENT ----- A MINIMUM OF 18" OF SELECT FILL WITH A P.I. < 20 COMPACTED TO 95% STANDARD PROCTOR ≥ OPTIMUM MOISTURE

DESIGN ENGINEER MAY SPECIFY A DIFFERENT PAVEMENT SECTION TO ADDRESS FIELD AND TRAFFIC CONDITIONS. THESE SPECIFICATIONS OUTLINE THE MINIMUM REQUIREMENTS FOR THE COUNTY OF HIDALGO. WHERE FURTHER GUIDANCE FOR CONSTRUCTION SPECIFICATIONS IS NEEDED, THE COUNTY PLANNING DEPARTMENT MAY REQUIRE CONSTRUCTION IN ACCORDANCE WITH THE 1993 TX DOT STANDARD SPECIFICATIONS BOOK (BLUE BOOK).



HIDALGO COUNTY PLANNING DEPARTMENT

1304 S. 25 TH. STREET
 EDINBURG TX. 78539
 TEL: (956) 318-2840 ★ FAX: (956) 318-2844

PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 12-07-06

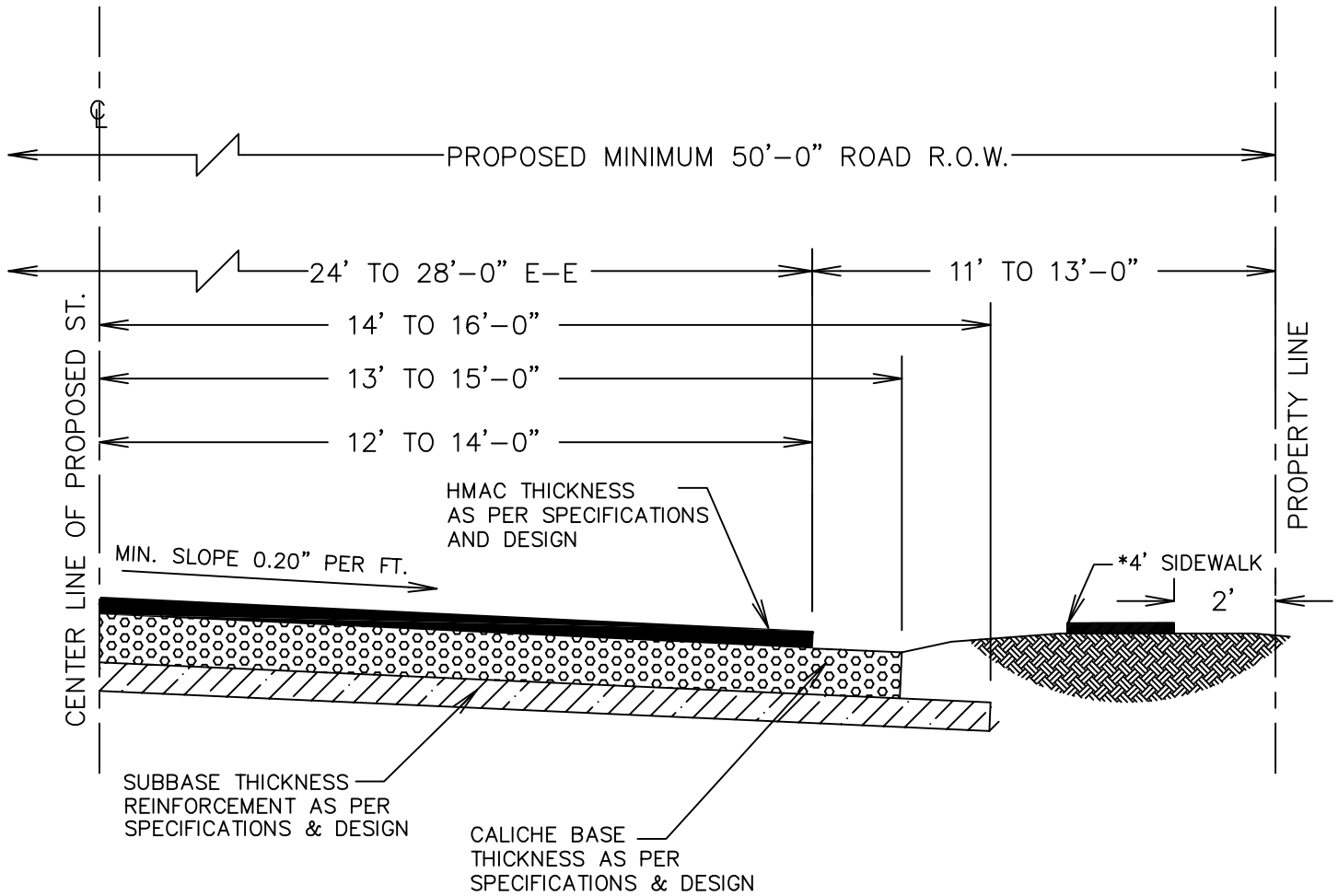
CHECKED BY: R.E.S.

DRAWN BY: J.GARCIA

PLATE No. : 9.1

RURAL SECTION MINOR STREET

24' TO 28' E-E



HORIZONTAL CLEARANCE TO OBSTRUCTIONS TO BE DETERMINED BY THE ENGINEER

ROAD SECTION DETAIL APPLIES TO ANY SUBDIVISION IN WHICH ALL LOTS HAVE AN AREA OF GREATER THAN ONE ACRE, NET OF ALL EASEMENTS AND RIGHT OF WAYS

* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



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SCALE: N.T.S.

DATE: 12-07-06

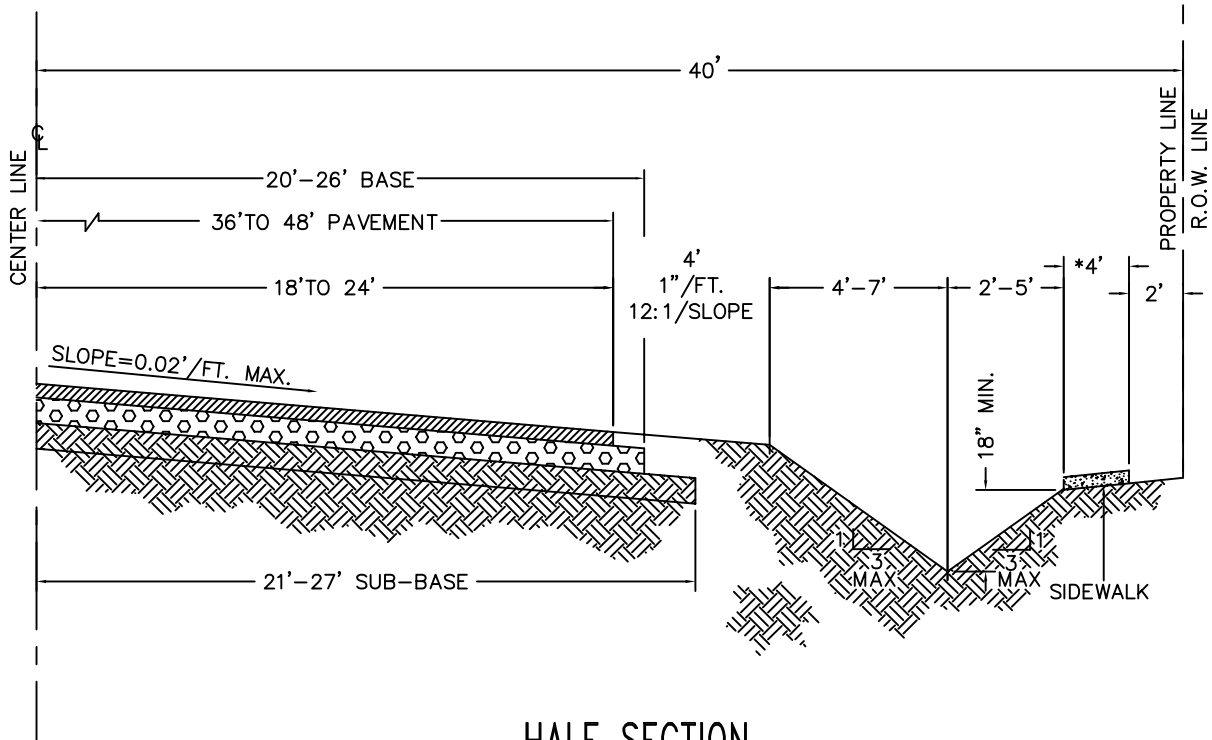
CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.10

RURAL SECTION COLLECTOR STREETS

36'-48' E-E



HALF SECTION

80' MINIMUM R.O.W.

* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



**HIDALGO COUNTY
PLANNING DEPARTMENT**

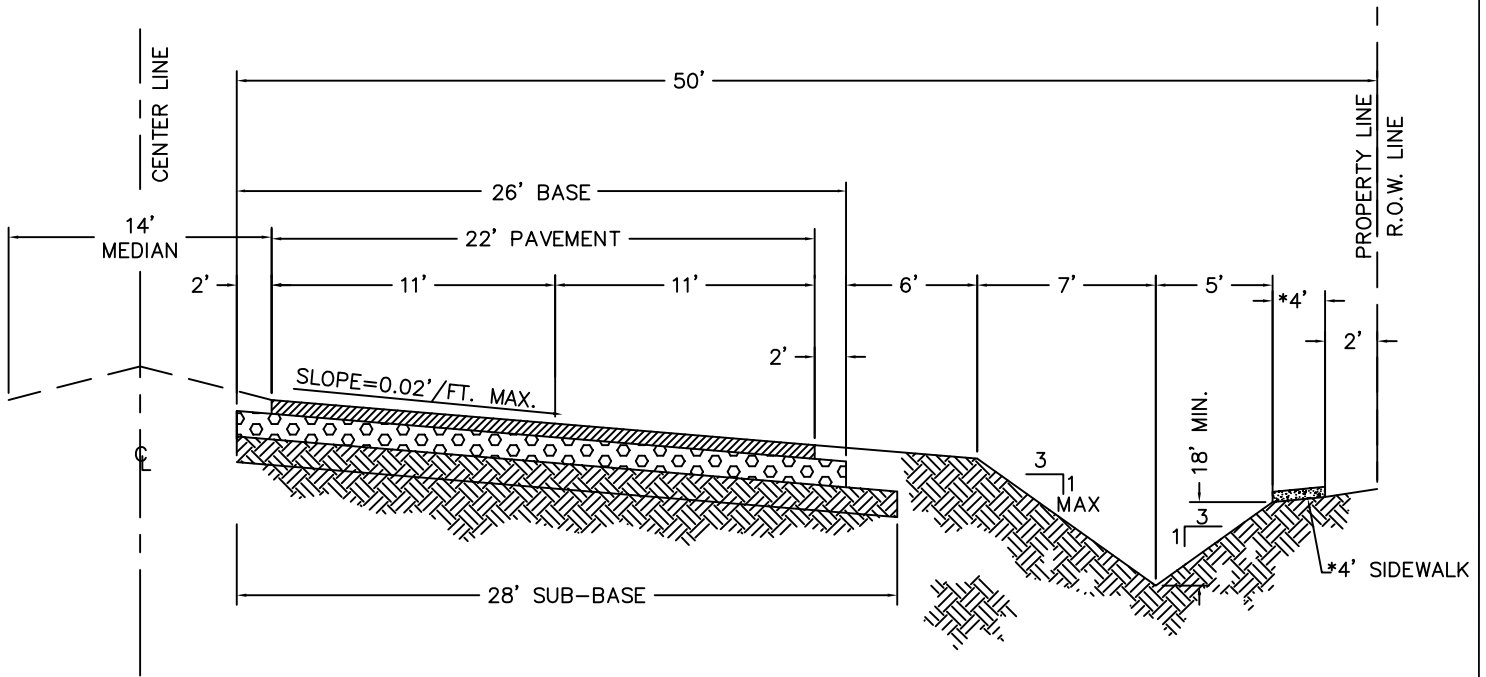
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 01/31/02	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. : 9.11

RURAL SECTION ARTERIAL STREET

22' E-E WITH MEDIAN



HALF SECTION

100' MINIMUM R.O.W.

NOTE: MEDIAN MAY BE PAVED FOR LEFT TURN BAY

* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



HIDALGO COUNTY
PLANNING DEPARTMENT

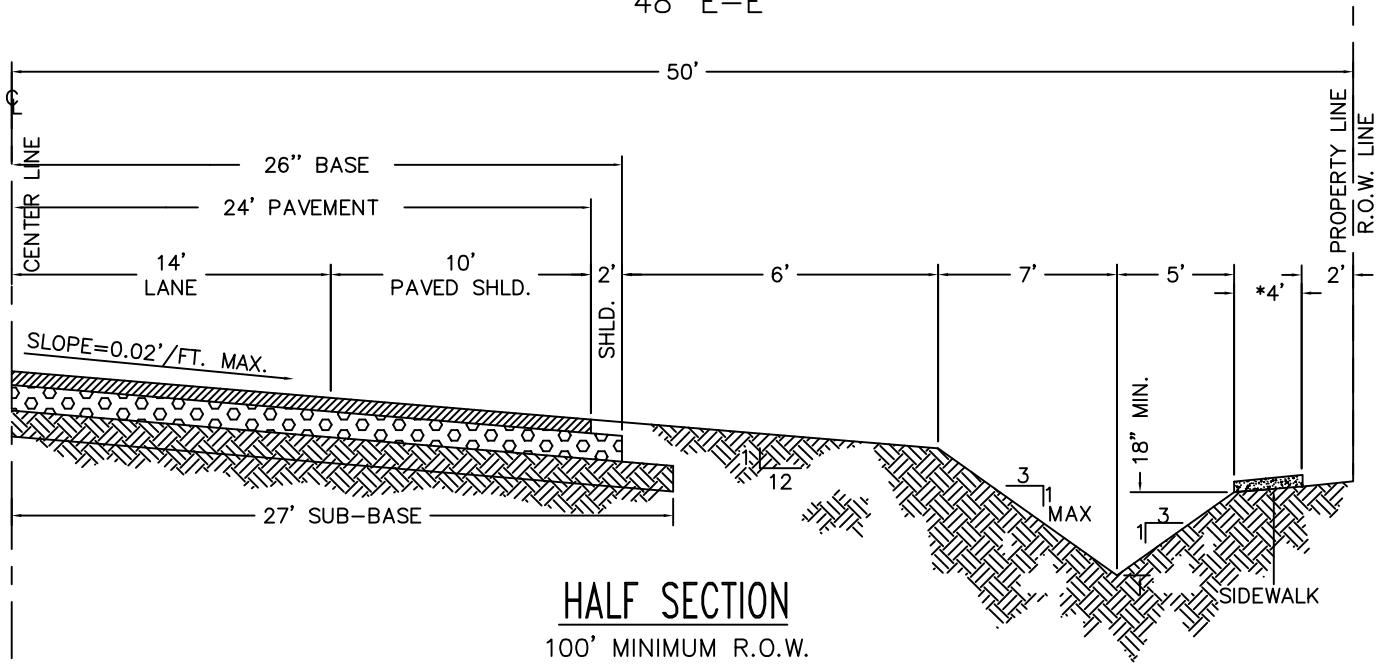
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 01/31/02	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. : 9.12

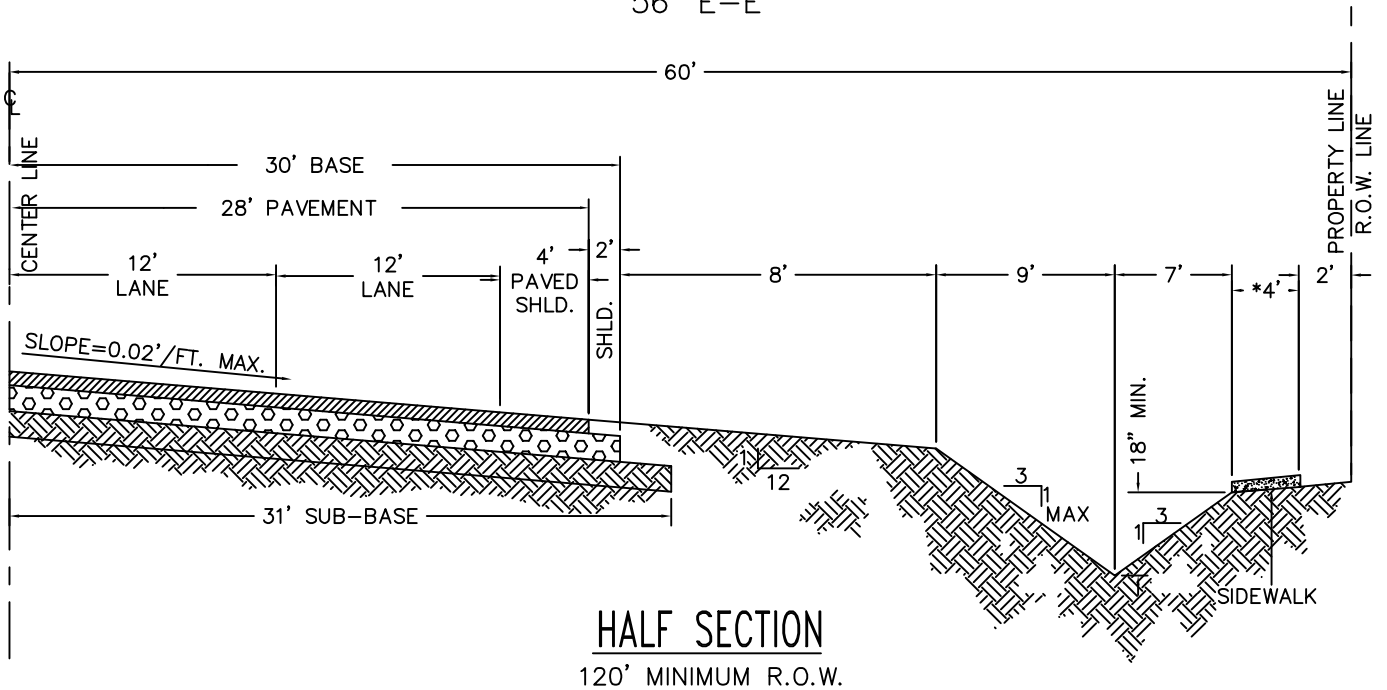
RURAL SECTION ARTERIAL STREET

48' E-E



RURAL SECTION ARTERIAL STREET

56' E-E



* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



HIDALGO COUNTY
PLANNING DEPARTMENT

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PAVING AND DRAINAGE DETAILS

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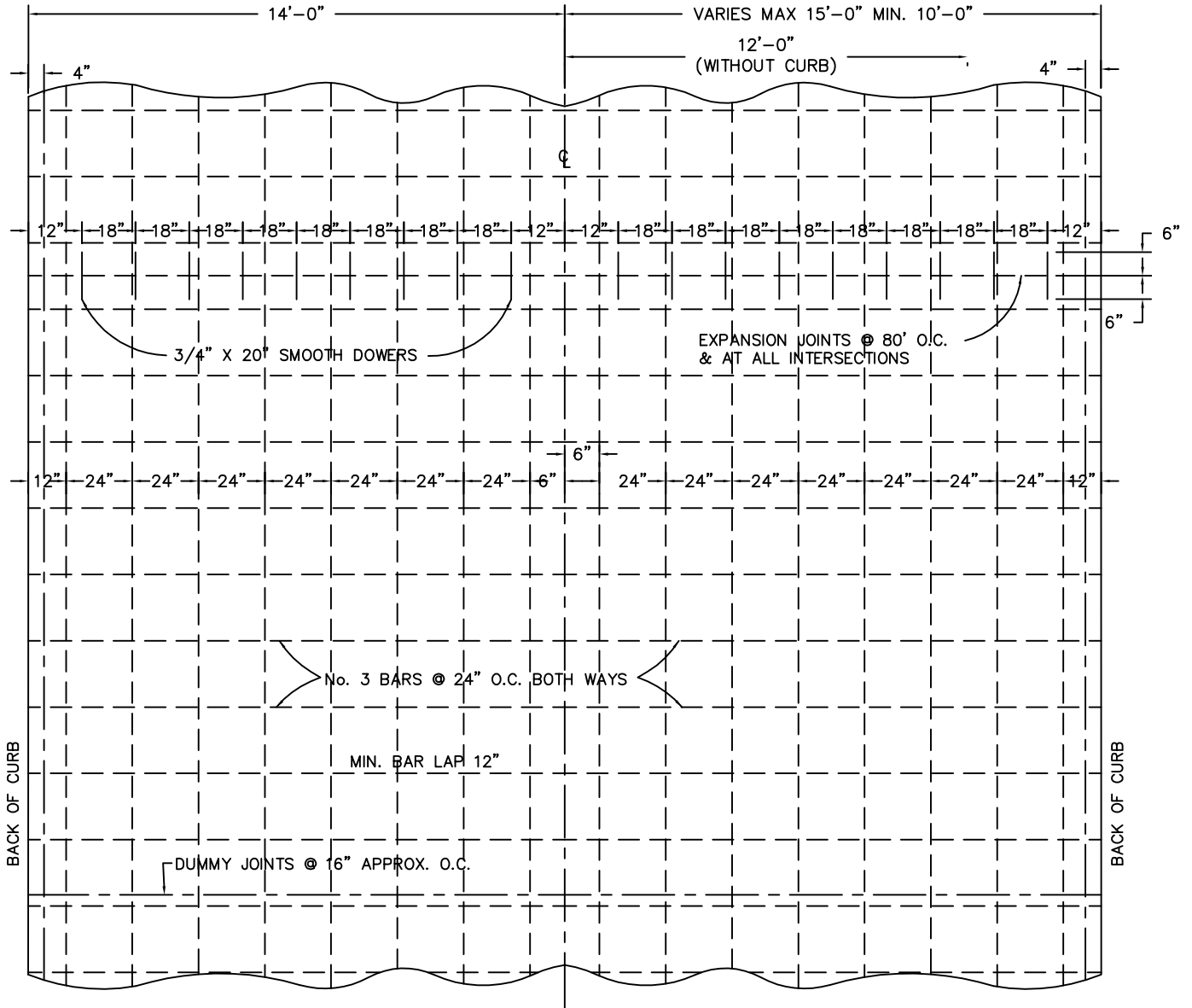
DATE: 01/31/02

CHECKED BY: R.E.S.

DRAWN BY: J.GARCIA

PLATE No. : 9.13

CLASS "A" PAVEMENT REINFORCING DETAIL



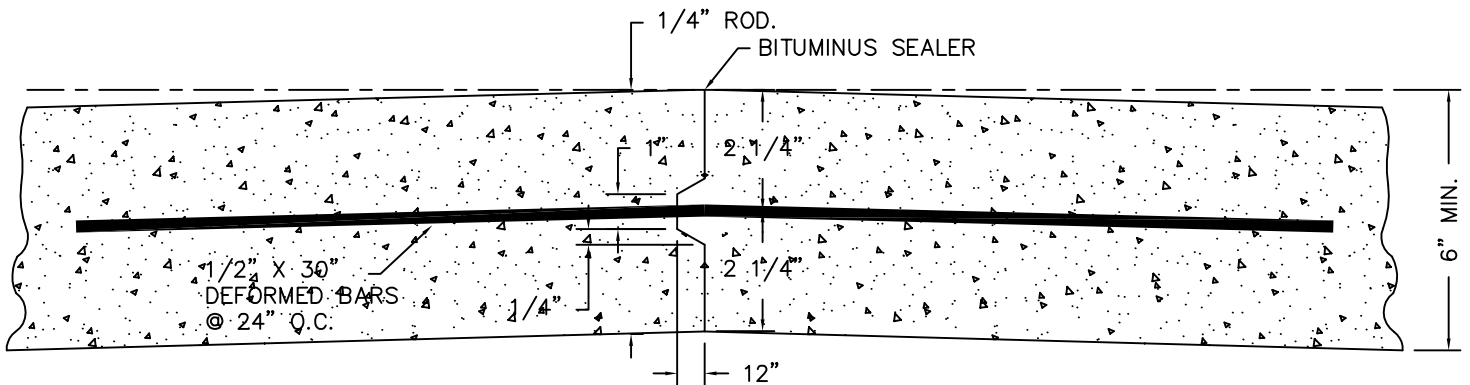
HIDALGO COUNTY
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TEL: (956) 318-2840 ★ FAX: (956) 318-2844

PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.14

CLASS "A" PAVEMENT JOINT DETAILS



KEYED LONGITUDINAL CONSTRUCTION JOINT



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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

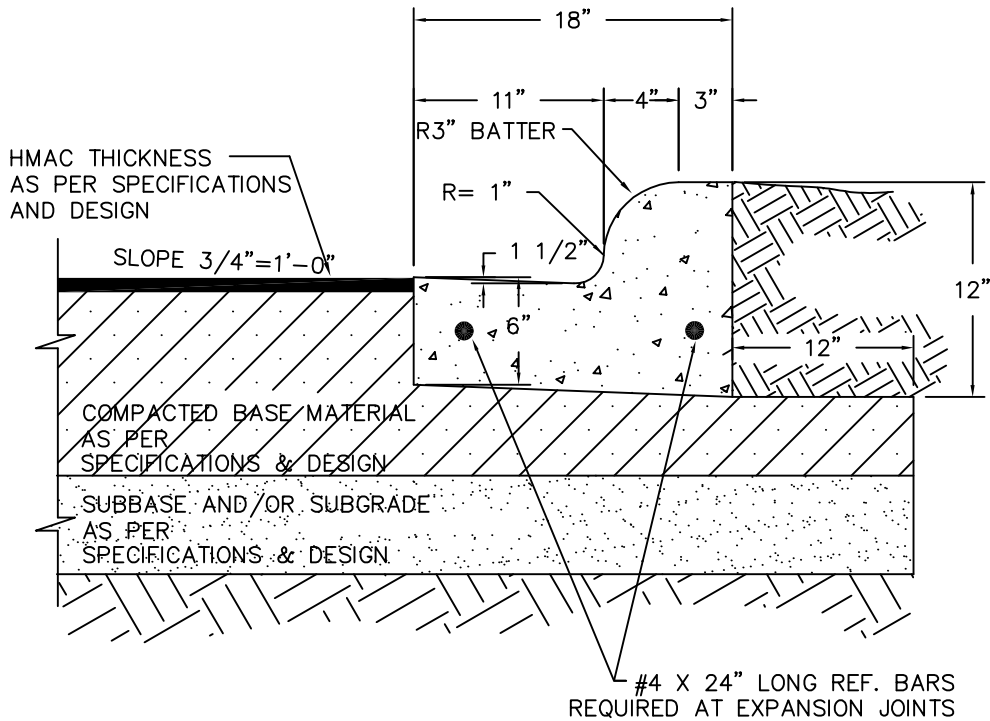
DATE: 07-28-03

CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.15

TYPICAL CURB & GUTTER DETAIL



1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3000 PSI).
5. REINFORCING STEEL AS SHOWN.
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS 80' BETWEEN 3/4" EXPANSION JOINT.



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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

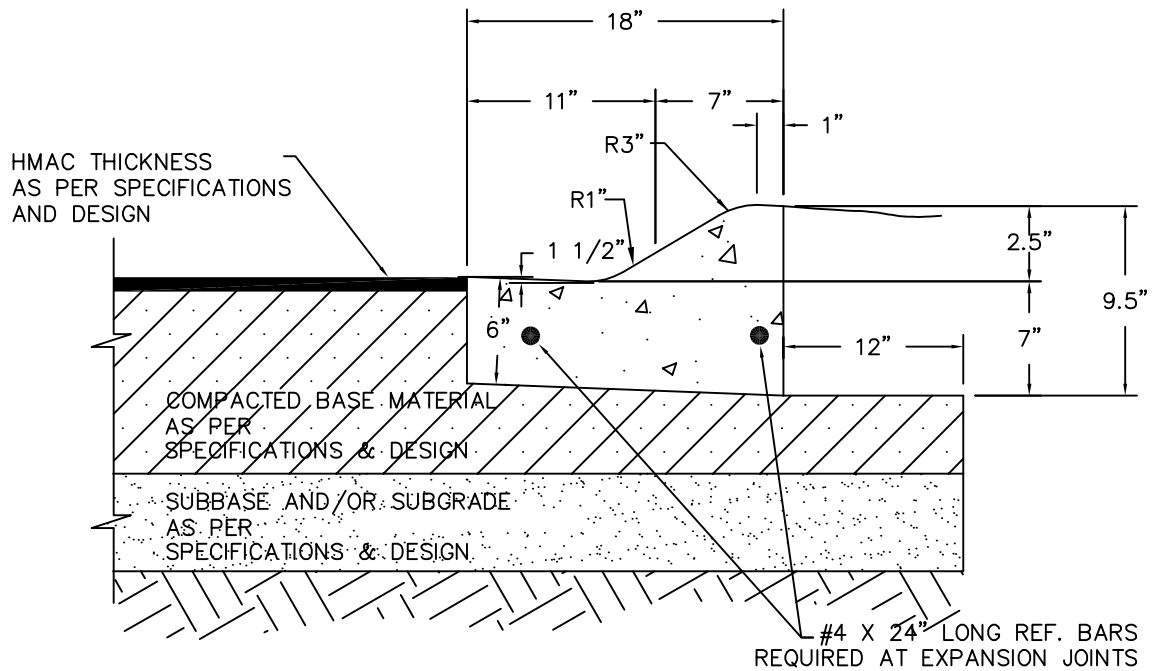
DATE: 07-28-03

CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.16

TYPICAL LOW PROFILE CURB & GUTTER SECTION



1. ALL HONEYCOMBING SHALL BE GROUTED TO PROVIDE A UNIFORM SURFACE.
2. WHEN HONEYCOMBING IS EXCESSIVE AS DETERMINED BY THE COUNTY OF HIDALGO DESIGNATED REPRESENTATIVE, CURB AND GUTTER SHALL BE REPLACED.
3. BACKFILL BEHIND CURBS SHALL BE ACCOMPLISHED WITHIN 24 HOURS AFTER BACK FORM IS REMOVED OR 48 HOURS AFTER SLIP FORMING.
4. CURB AND GUTTER CONCRETE SHALL BE CLASS "A" (3000 PSI).
5. REINFORCING STEEL AS SHOWN.
6. MAX. LENGTH OF CURB AND GUTTER SECTION IS 80' BETWEEN 3/4" EXPANSION JOINT.



HIDALGO COUNTY PLANNING DEPARTMENT

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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

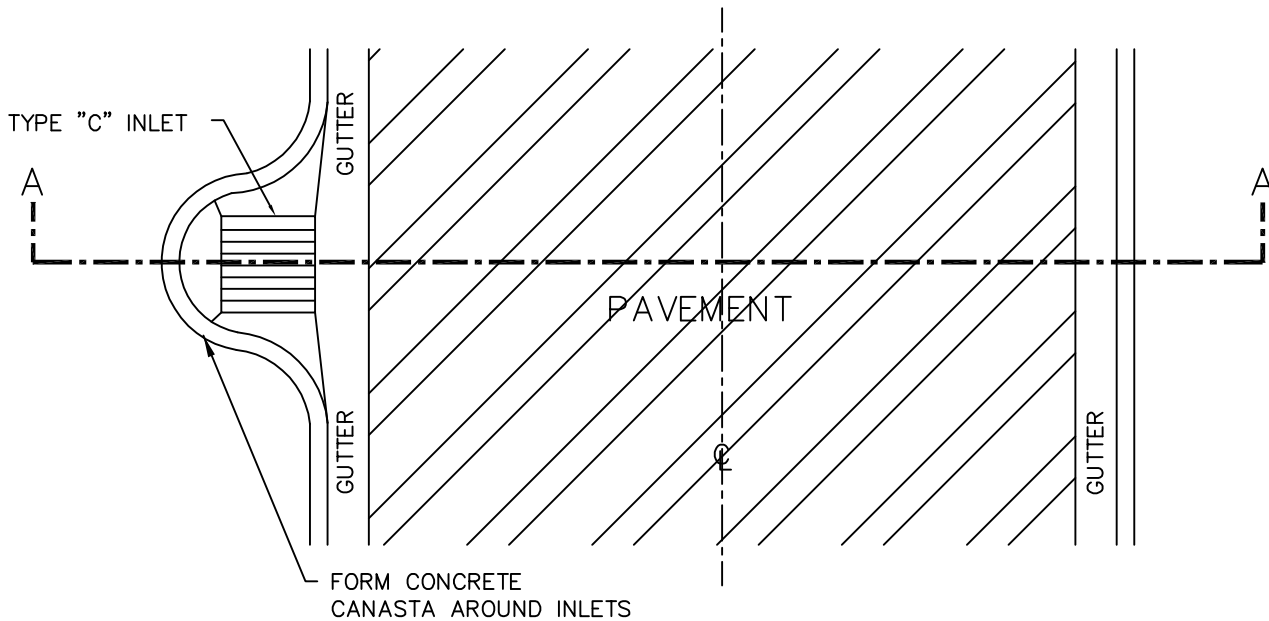
DATE: 07-28-03

CHECKED BY: R.E.S.

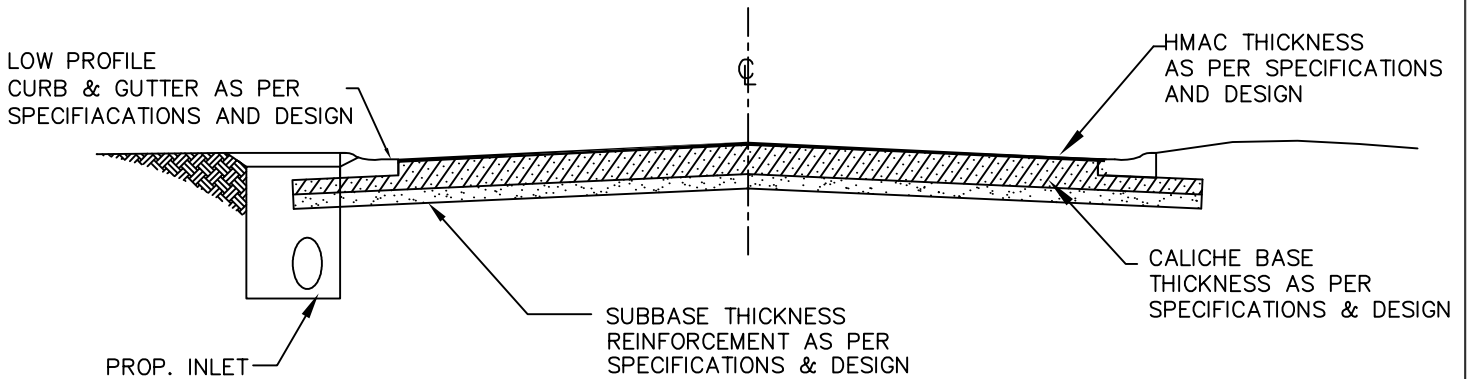
DRAWN BY: J. GARCIA

PLATE No. : 9.17

TYPICAL ROAD SECTION W/ LOW PROFILE CURB & GUTTER & TYPE "C" INLET



PLAN



SECTION A-A



HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

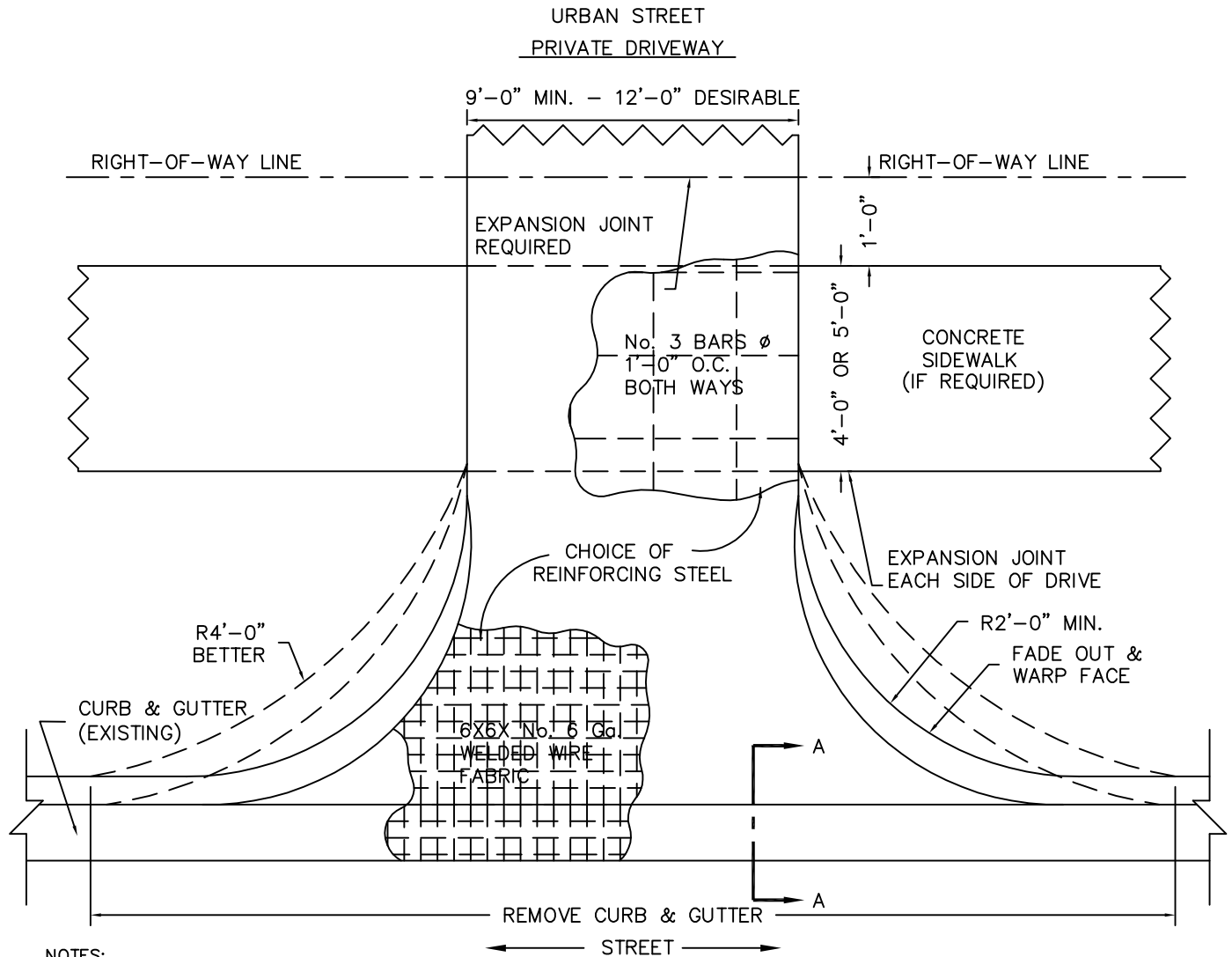
DATE: 07-28-03

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DRAWN BY: J. GARCIA

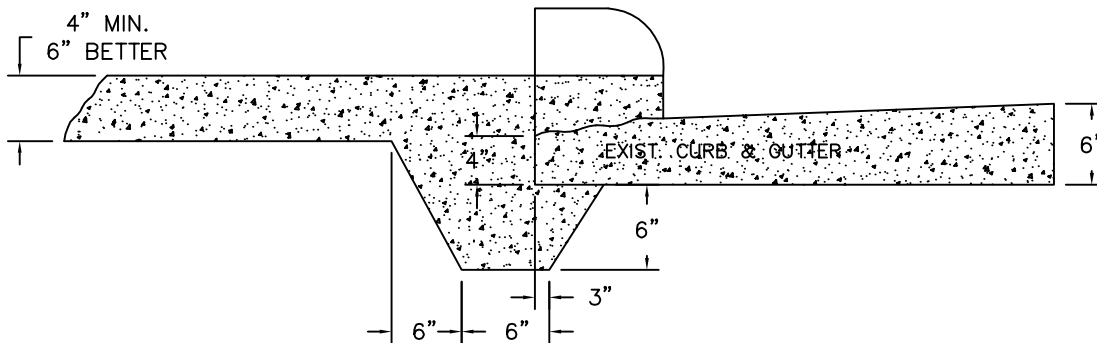
PLATE No. : 9.18

TYPICAL PRIVATE DRIVEWAY APPROACH



NOTES:

1. DRIVEWAY CONCRETE SHALL BE CLASS "A" (3000 PSI)
2. DETAILS ARE NOT TO SCALE.



SECTION A-A



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PLANNING DEPARTMENT

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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

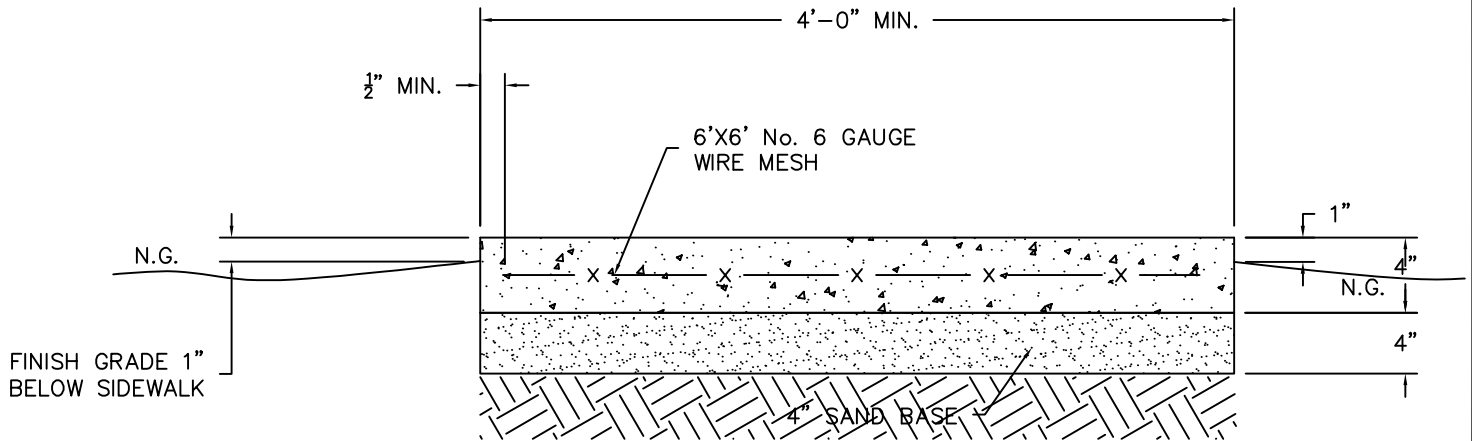
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DRAWN BY: J. GARCIA

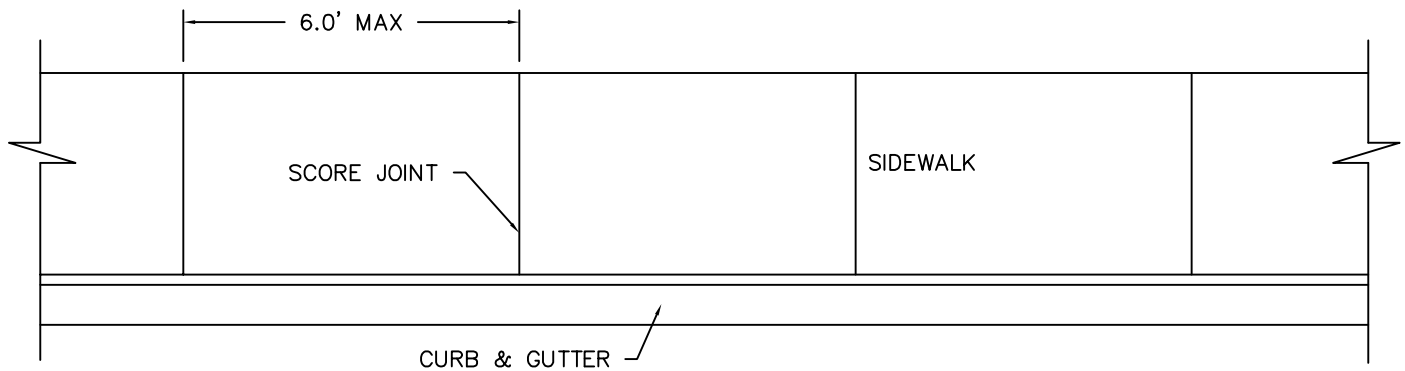
PLATE No. : 9.19

TYPICAL SIDEWALK



SECTION A-A

RIGHT-OF-WAY LINE



SCORE JOINT 1/4" THICKNESS OF SIDEWALK
EXPANSION JOINT EVERY 30'
JOINT IN CENTER OF SIDEWALK IF OVER 15' WIDE

PLAN VIEW OF URBAN SECTION



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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 07-28-03

CHECKED BY: R.E.S.

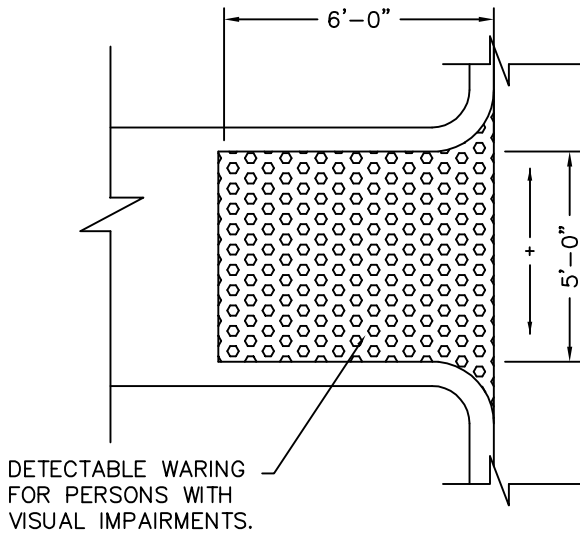
DRAWN BY: J. GARCIA

PLATE No. : 9.20

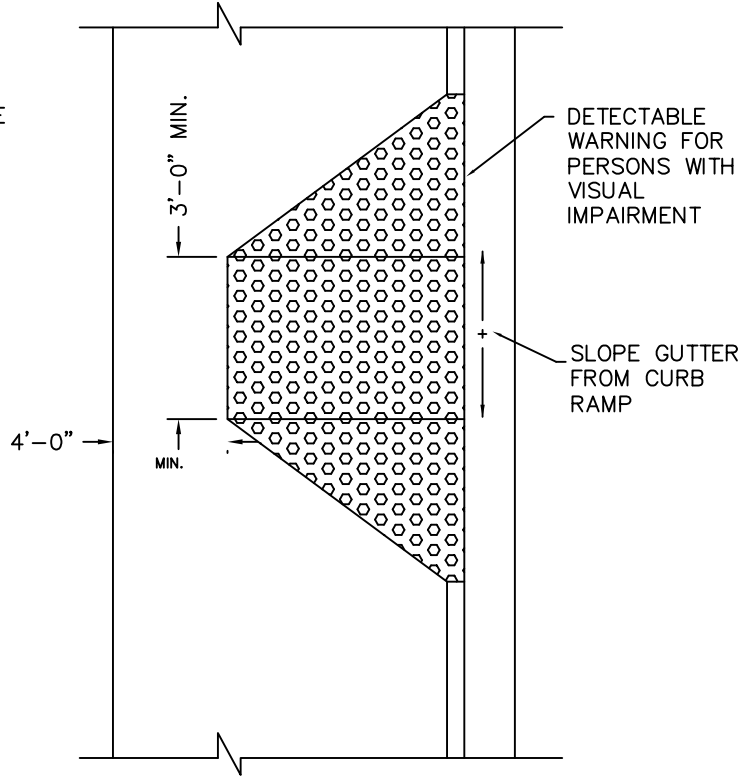
TYPICAL HANDICAPPED RAMPS DETAIL

NOTES:

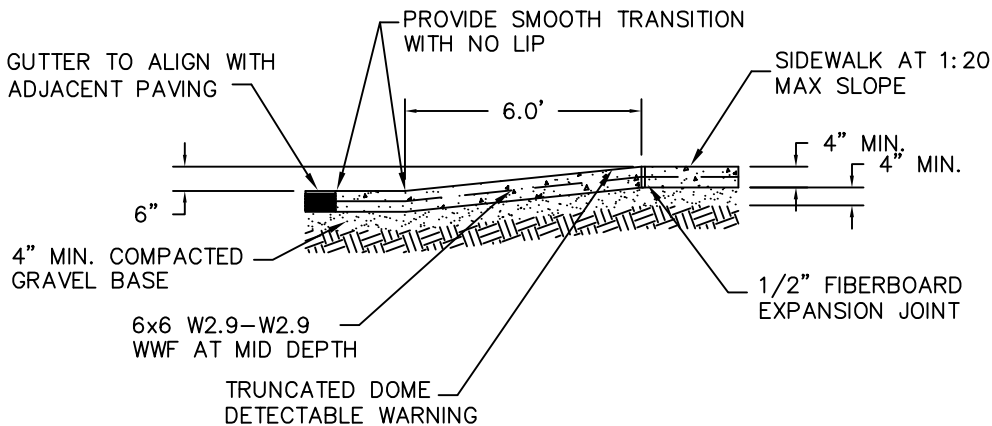
1. ALL SIDEWALKS AND HANDICAPPED RAMPS ARE FOR SCHEMATIC PURPOSES ONLY.
2. THE HANDICAPPED RAMPS MUST BE IN ACCORDANCE WITH THE FEDERAL ADA-AG SUBSECTIONS 4.1.6, 4.8 AND 429.2 AND THE STATE T&S SUBSECTION 4.3 STANDARDS.



TYPE B RAMP



TYPE E RAMP



CURB RAMP SECTION



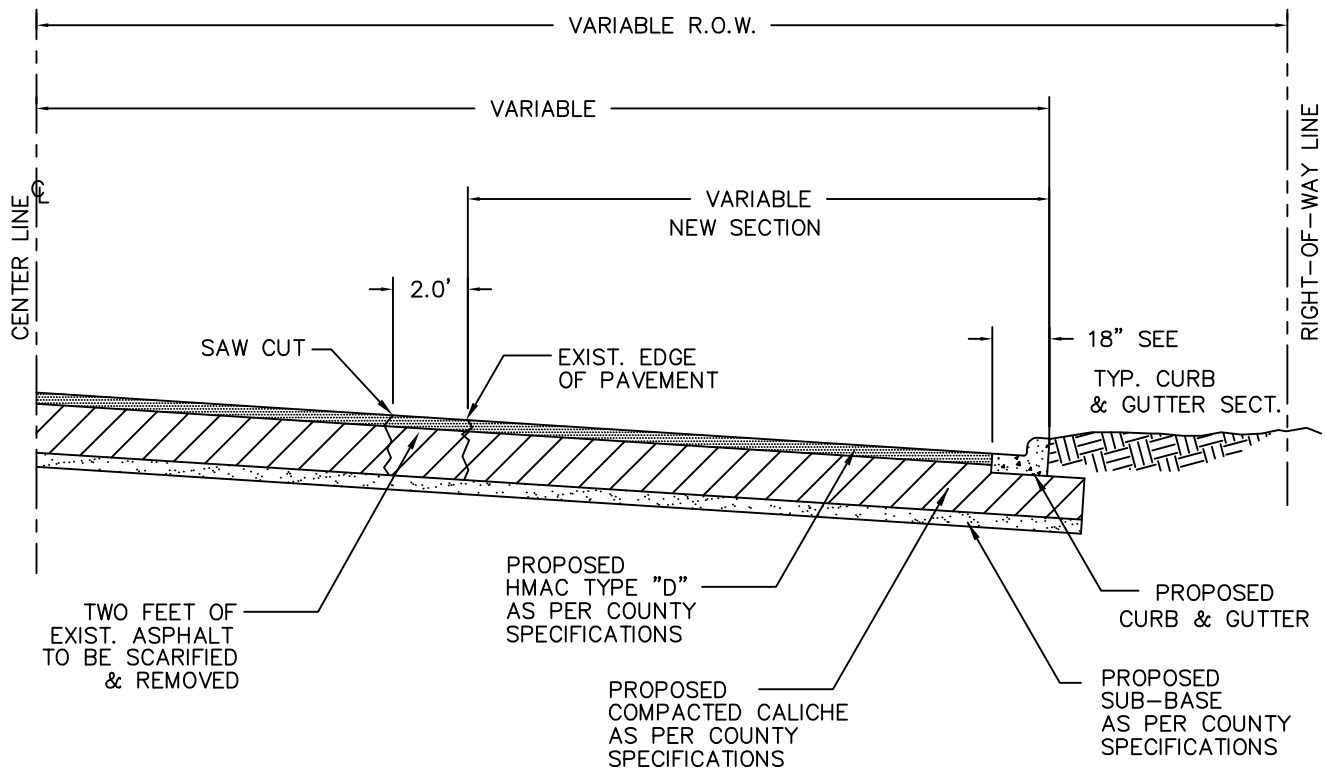
HIDALGO COUNTY
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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.21

NEW ASPHALT MEETING EXISTING PAVEMENT



NOTE: THE SAME PROCEDURE AS SHOWN ABOVE SHALL BE FOLLOWED FOR WIDENING OF ROADWAYS WITH NO CURB & GUTTER BEING PROPOSED



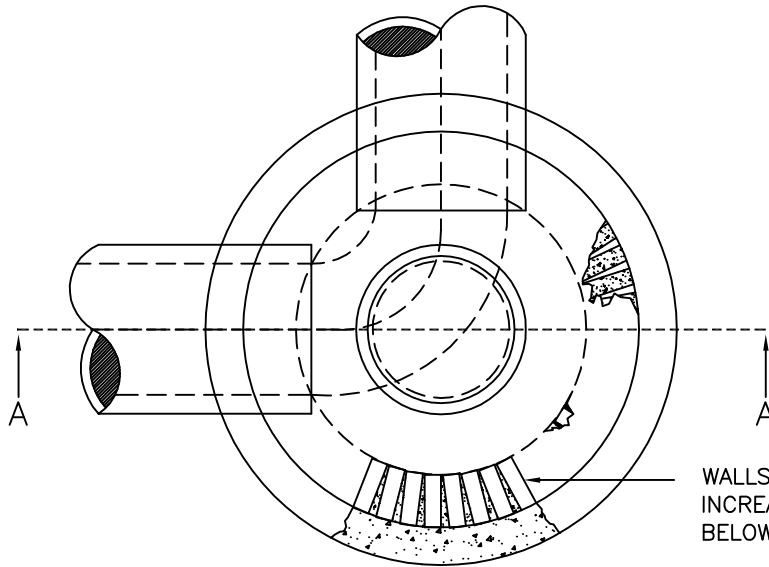
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PAVING AND DRAINAGE DETAILS

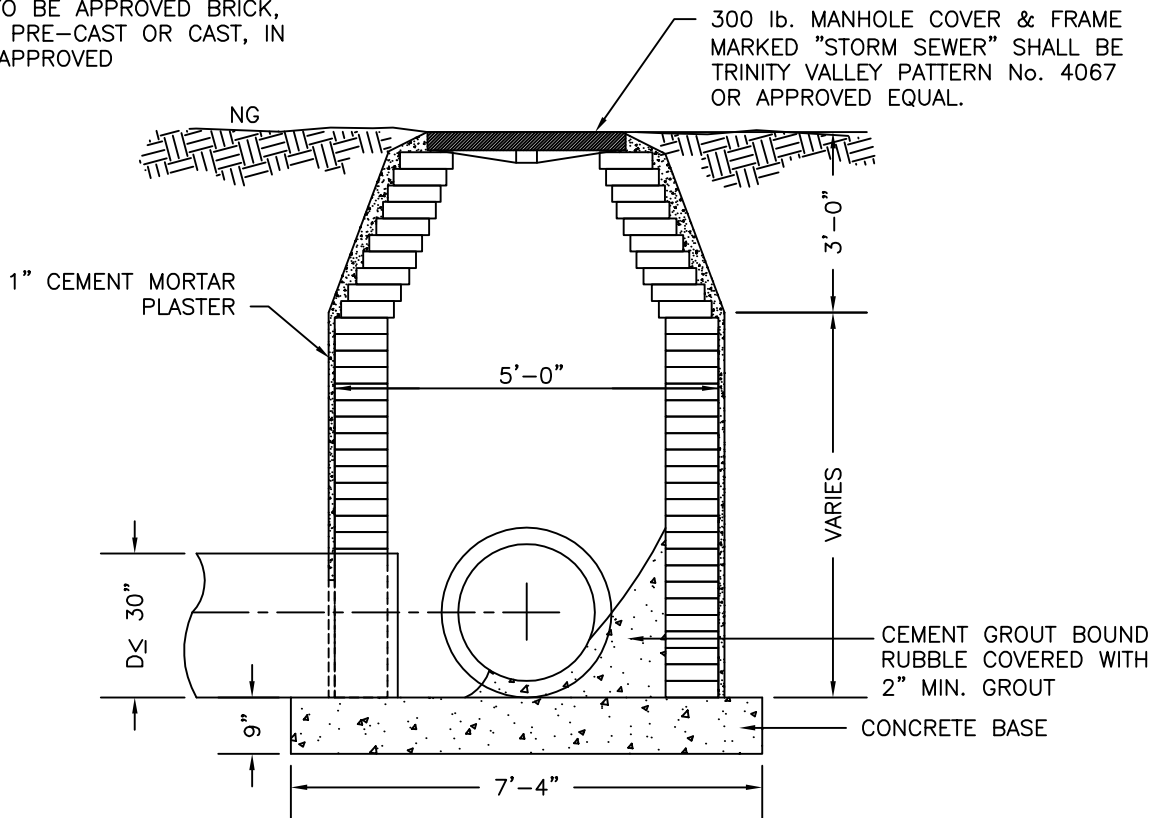
SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.22

DRAINAGE MANHOLE DETAILS



WALLS TO BE 8" THICK TO 13" DEPTH. INCREASE TO 12" THICKNESS IN SECTION BELOW 13" DEPTH 8" BRICK LAID RADIALLY

MANHOLE TO BE APPROVED BRICK, FIBERGLAS, PRE-CAST OR CAST, IN PLACE AS APPROVED



300 lb. MANHOLE COVER & FRAME MARKED "STORM SEWER" SHALL BE TRINITY VALLEY PATTERN No. 4067 OR APPROVED EQUAL.

1" CEMENT MORTAR PLASTER

5'-0"

VARIES

CEMENT GROUT BOUND RUBBLE COVERED WITH 2" MIN. GROUT

CONCRETE BASE

D ≤ 30"

9"

7'-4"

PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 07-28-03

CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

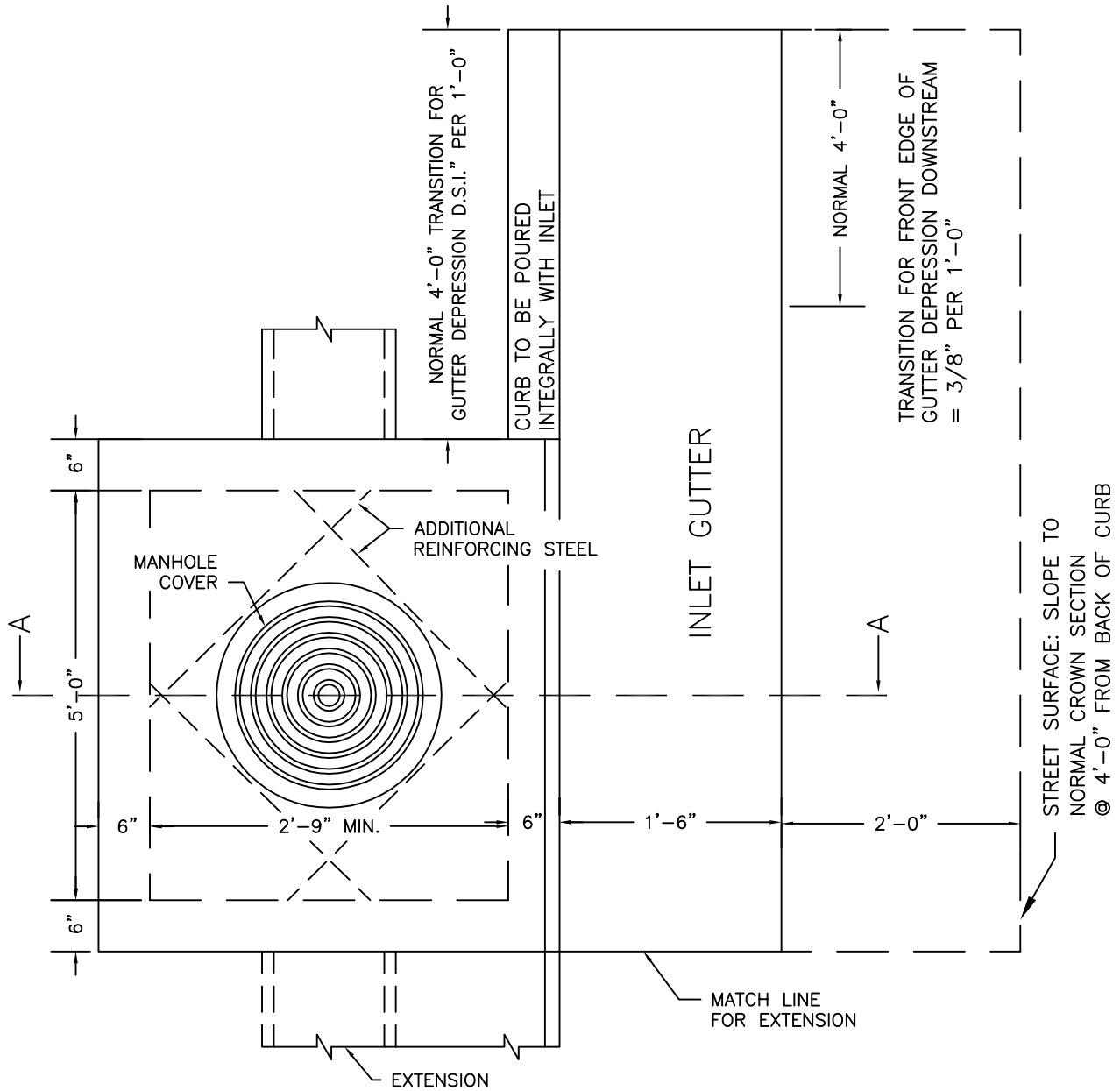
PLATE No. : 9.23



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STANDARD CURB INLET DETAIL



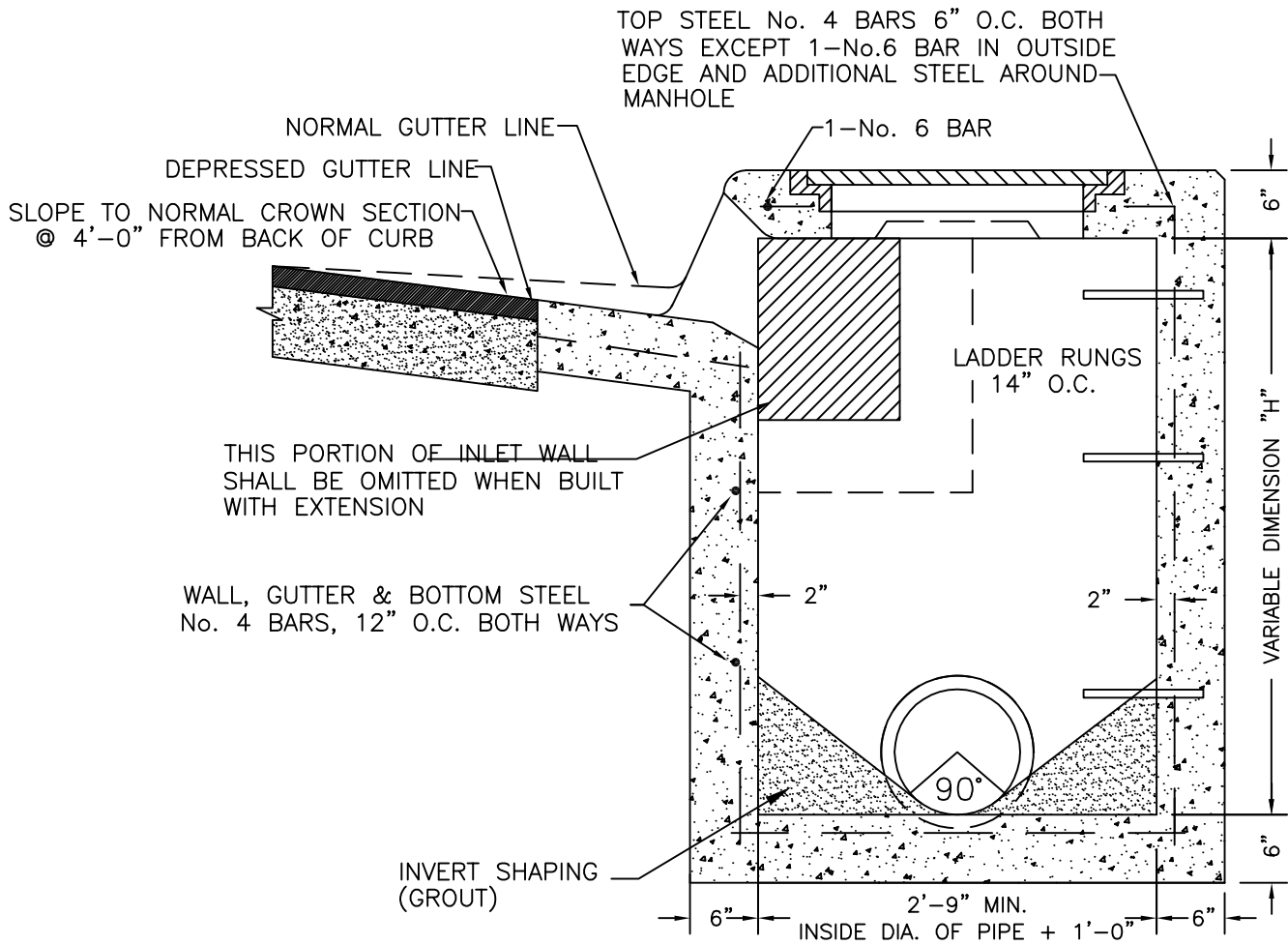
HIDALGO COUNTY PLANNING DEPARTMENT

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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. :9.24

STANDARD CURB INLET SECTION



SECTION A-A



HIDALGO COUNTY
PLANNING DEPARTMENT

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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 07-28-03

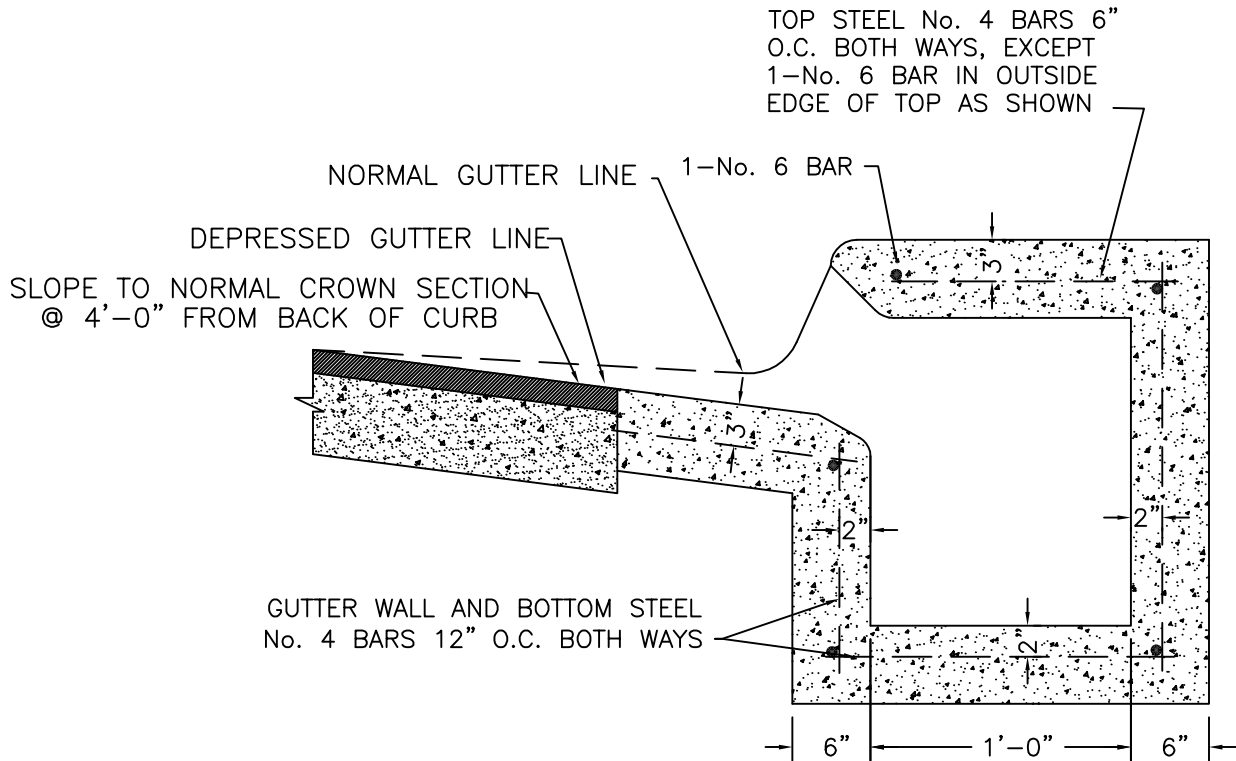
CHECKED BY: R.E.S.

DRAWN BY: J.GARCIA

PLATE No. :9.25

CURB INLET DETAIL

SIDE SECTION



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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 07-28-03

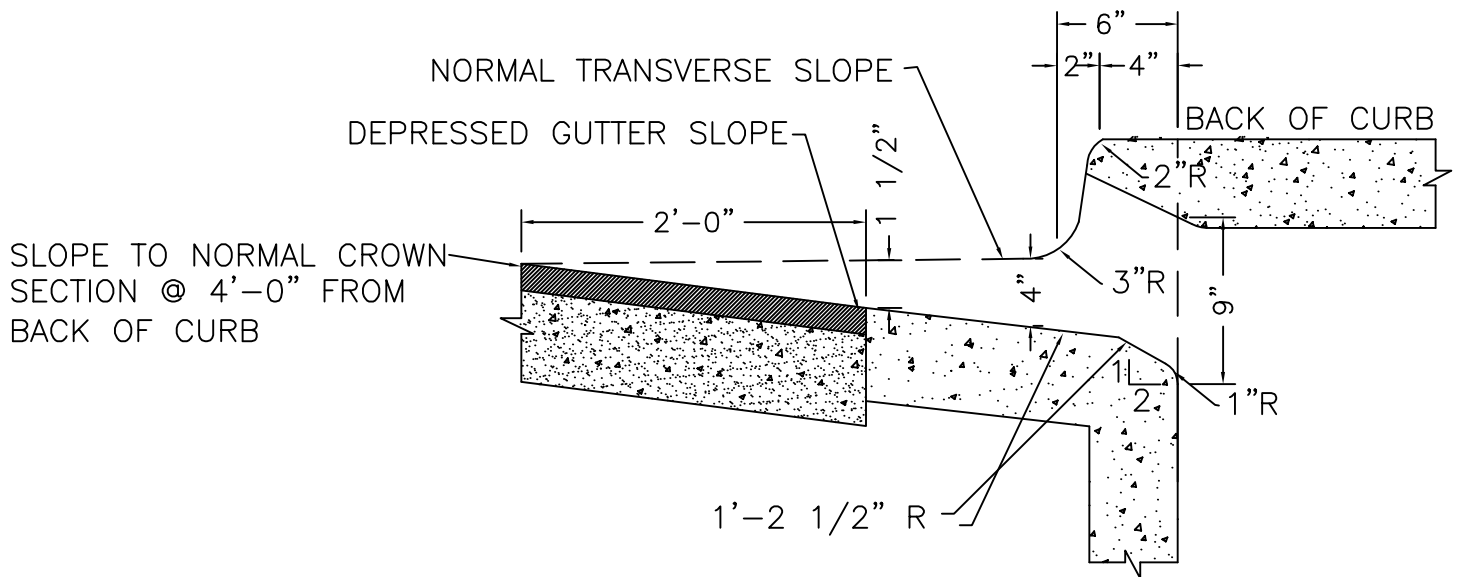
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DRAWN BY: J. GARCIA

PLATE No. :9.26

STANDARD CURB INLET

THROAT DETAIL



HIDALGO COUNTY PLANNING DEPARTMENT

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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.

DATE: 07-28-03

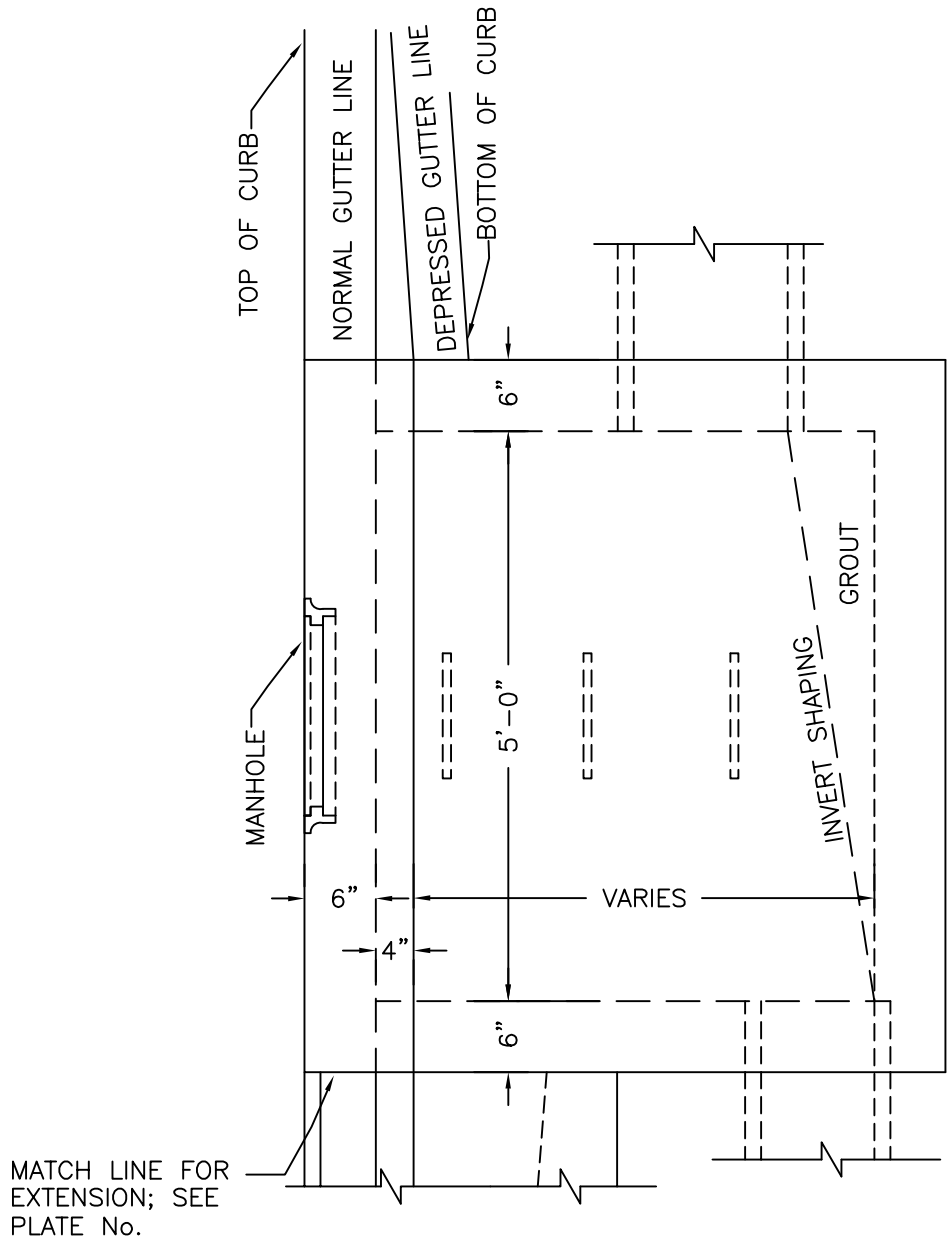
CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.27

CURB INLETS

BOX AND MANHOLE ELEVATION



HIDALGO COUNTY PLANNING DEPARTMENT

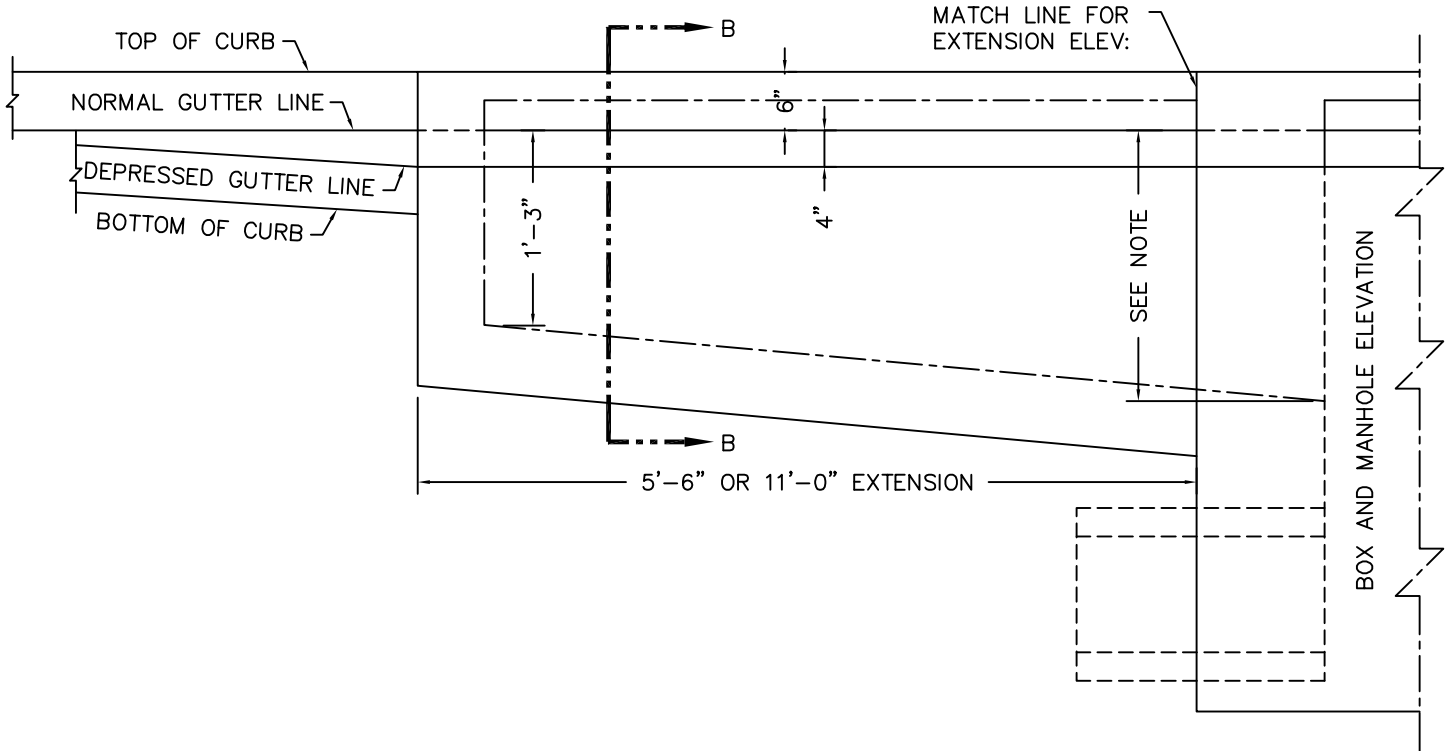
1304 S. 25 TH. STREET
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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.28

CURB INLET

EXTENSION ELEVATION



NOTES:

1. REINFORCING STEEL IS NOT INDICATED.
2. EXTENSION DEPTH AT INLET BOX.
 - A. 5'-6" EXTENSION - 1'5 13/16"
 - B. 11'-0" EXTENSION - 1'-9"



HIDALGO COUNTY PLANNING DEPARTMENT

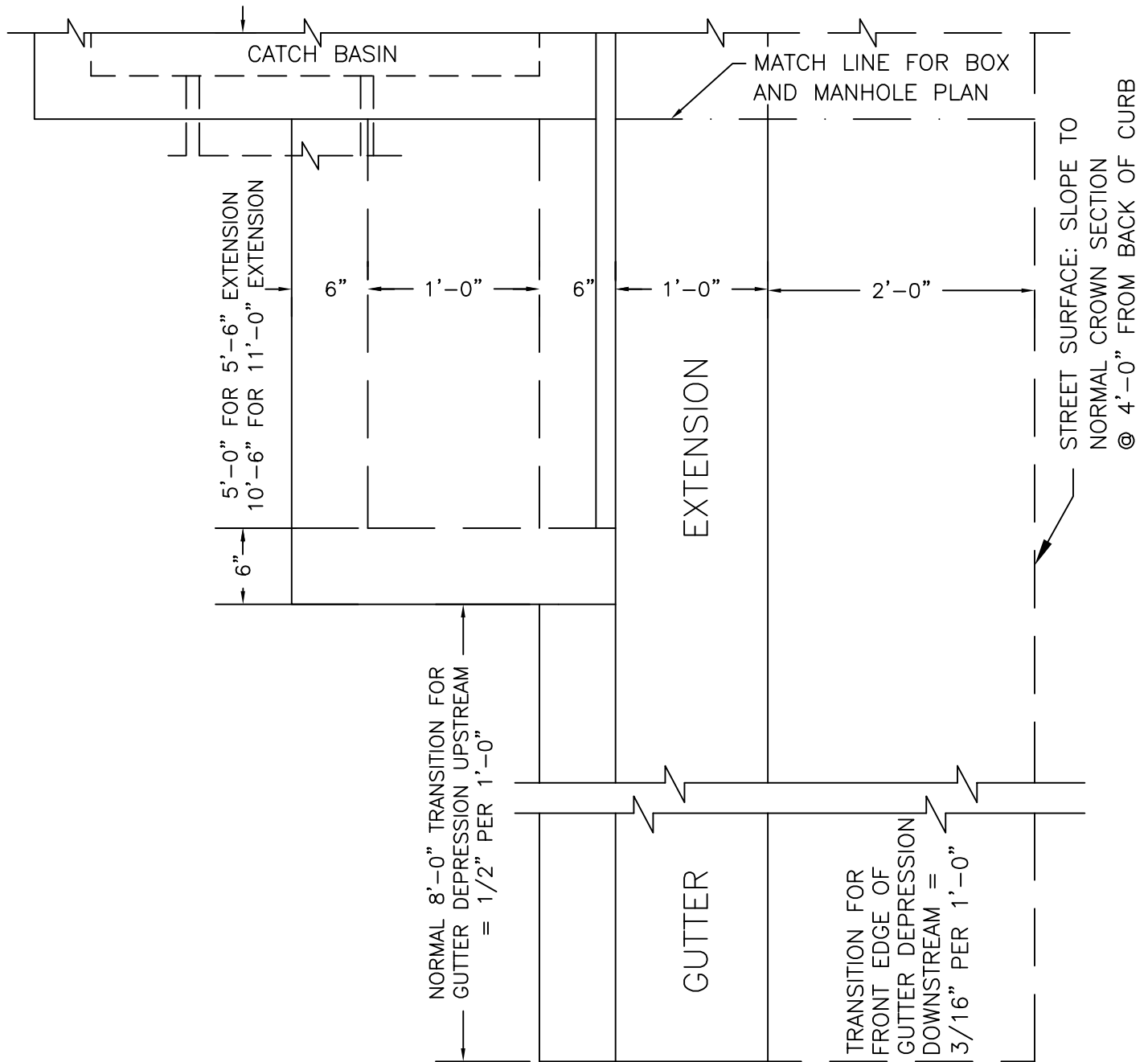
1304 S. 25 TH. STREET
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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.29

STANDARD CURB INLET

GUTTER AND EXTENSION PLAN



HIDALGO COUNTY PLANNING DEPARTMENT

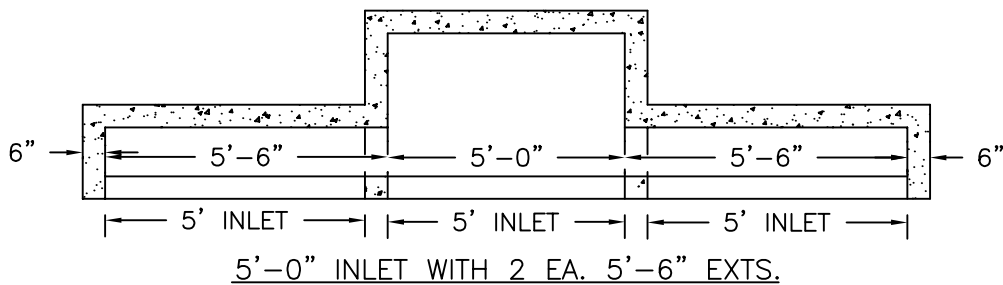
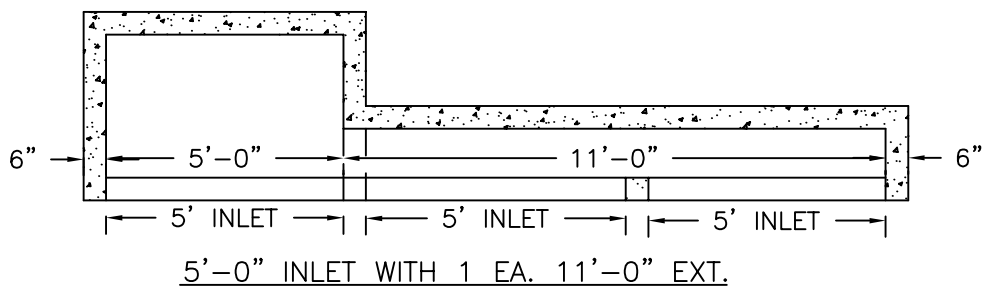
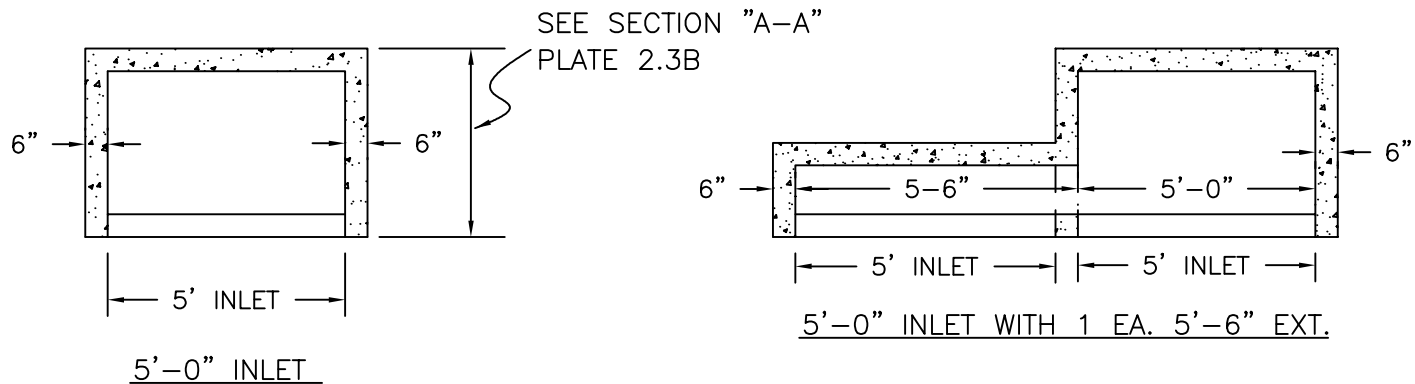
1304 S. 25 TH. STREET
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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 02-07-02	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.30

STANDARD CURB INLET

TYPICAL PLAN SECTIONS



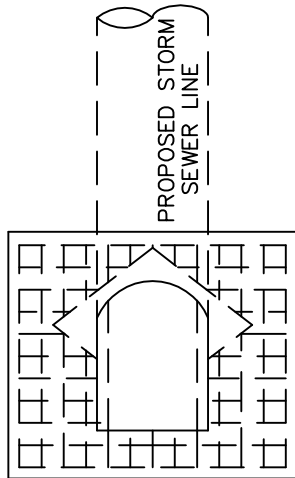
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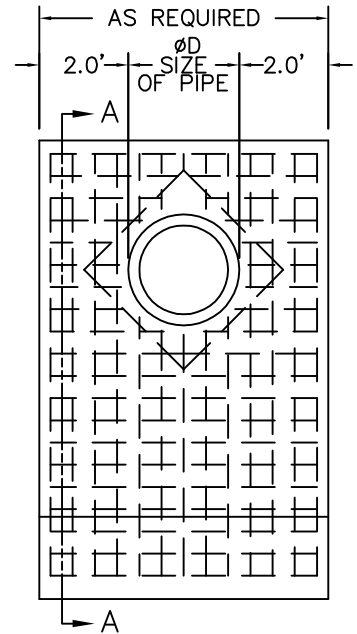
PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. : 9.31

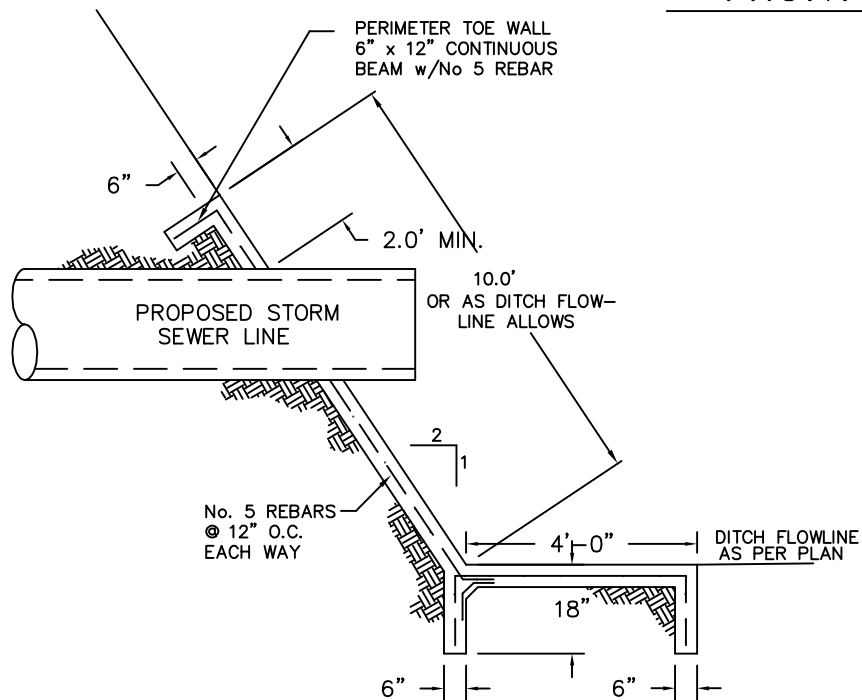
TYPICAL ENDWALL/CONCRETE APRON DETAIL



TOP VIEW



FRONT VIEW



SECTION A-A



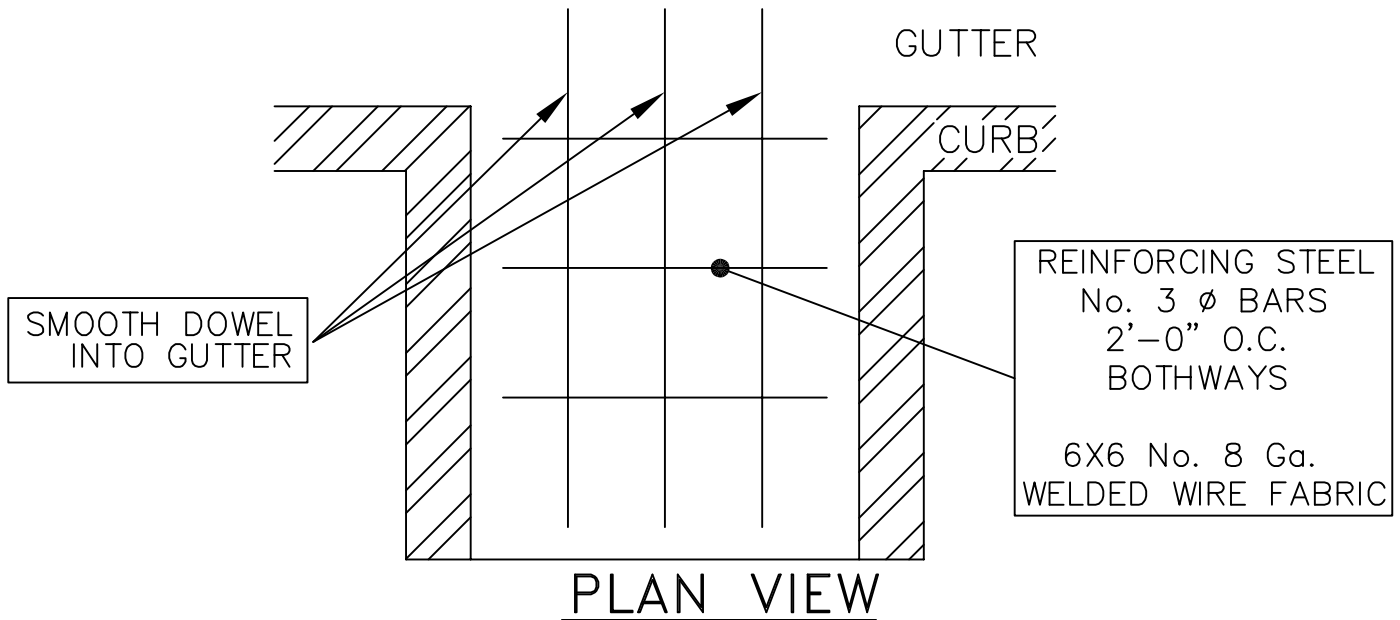
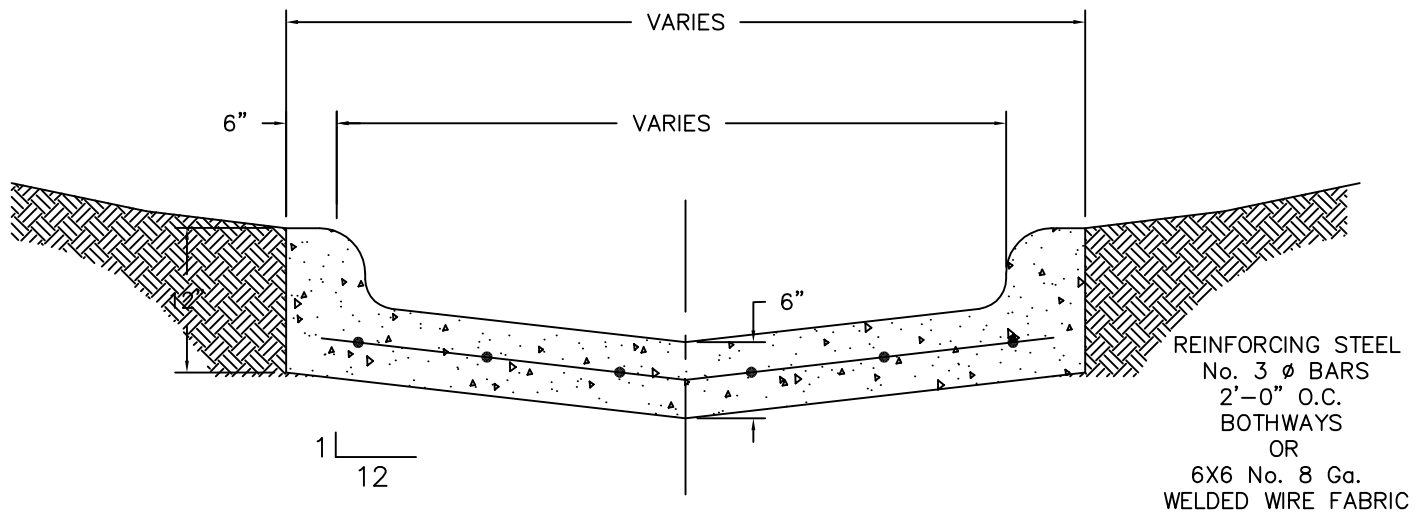
HIDALGO COUNTY
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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. :9.32

CONCRETE DRAINAGE FLUME



NOTE: EXPANSION AND CONTROL JOINTS REQUIRED
SAME AS FOR CONCRETE PAVING



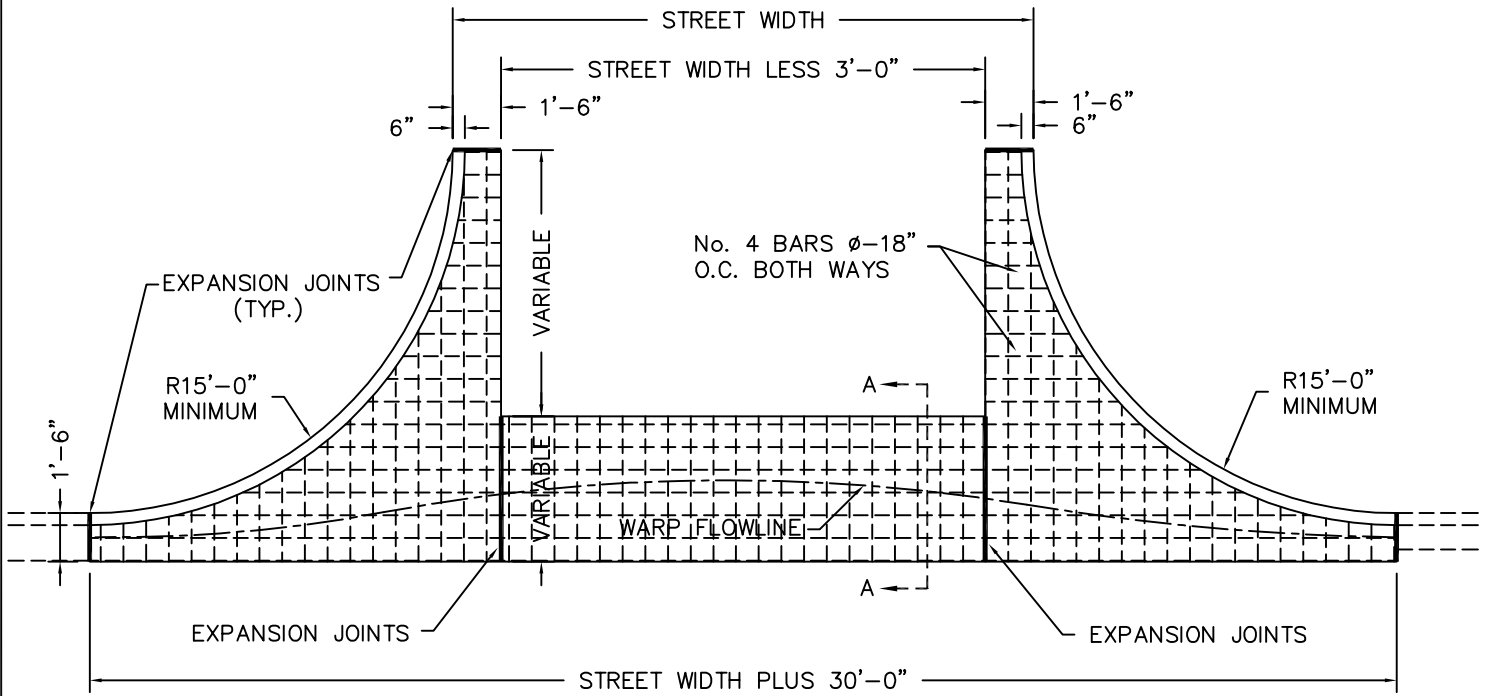
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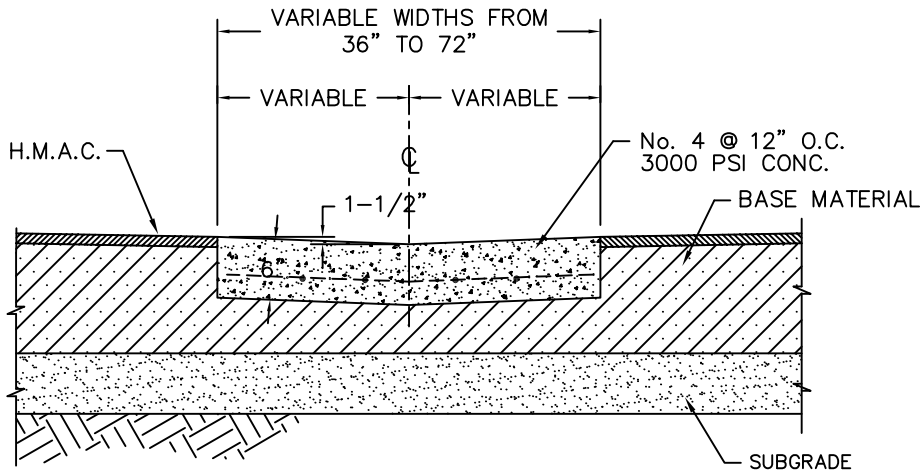
PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. :9.33

CONCRETE VALLEY GUTTER DETAIL



PLAN



**TYPICAL VALLEY GUTTER SECTION
SECTION A-A**

H.M.A.C., BASE MATERIAL & SUBGRADE
ARE AS PER SPECIFICATIONS
AND DESIGN



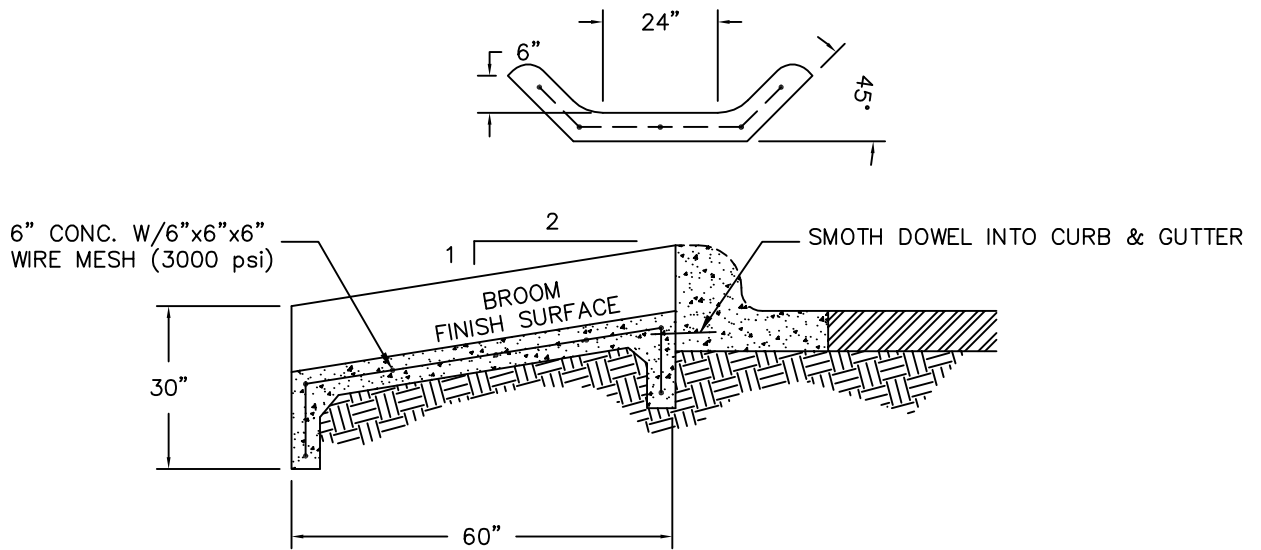
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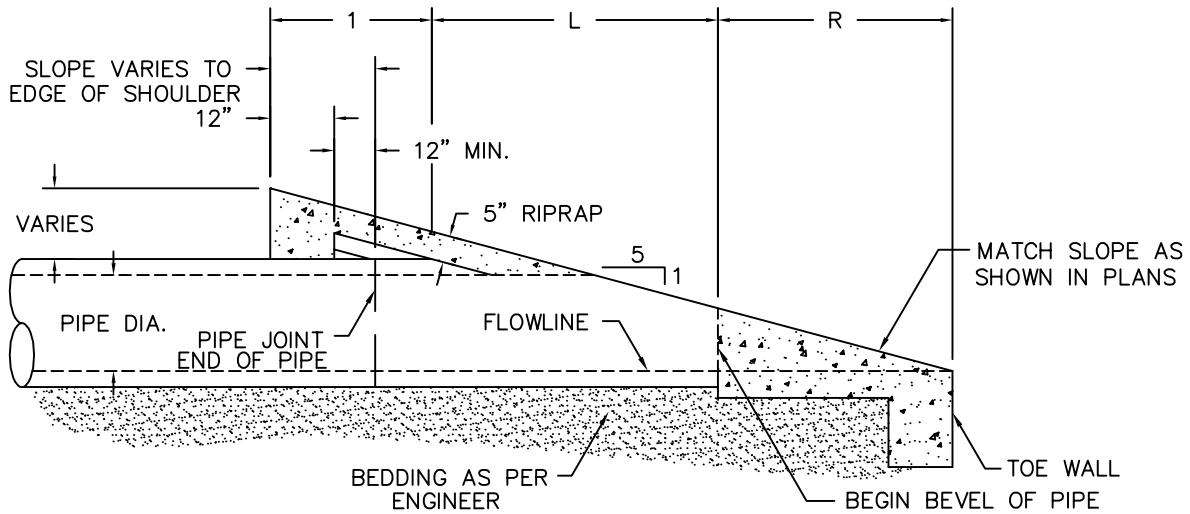
PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.34

TYPICAL ENDWALL/CONCRETE APRON DETAIL



CONCRETE APRON DETAIL



ELEVATION SAFETY END TREATMENT (TYPE "P OR C")



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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	SHEET 1 OF 3
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. :9.35

TYPICAL ENDWALL/CONCRETE APRON DETAIL

SAFETY END TREATMENT PIPE LENGTHS

PIPE DIA. (IN.)	L			
	3 : 1	4 : 1	5 : 1	6 : 1
12"	2'-0"	2'-8"	3'-4"	4'-0"
15"	2'-9"	3'-6"	4'-7"	5'-6"
18"	3'-6"	4'-8"	5'-10"	7'-0"
24"	5'-1 1/2"	6'-10"	8'-6 1/2"	10'-3"
30"	6'-9"	9'-0"	11'-3"	13'-6"
36"	8'-6"	11'-4"	14'-2"	17'-0"
42"	10'-1 1/2"	13'-6"	16'-10 1/2"	20'-3"
48"	11'-9"	15'-8"	19'-7"	23'-6"

ESTIMATED RIPRAP CL "A" VOLUME (CY)

PIPE DIA. (IN.)				
	3 : 1	4 : 1	5 : 1	6 : 1
12"	.88	1.11	1.34	1.57
15"	.98	1.23	1.49	1.75
18"	1.08	1.36	1.64	1.93
24"	1.29	1.63	1.97	2.32
30"	1.50	1.91	2.32	2.73
36"	1.73	2.21	2.69	3.17
42"	1.95	2.50	3.05	3.60
48"	2.18	2.80	3.42	4.05

RIPRAP TOE LENGTHS

SLOPE	"R"	"T"
3 : 1	2'-9"	1'-9"
4 : 1	3'-8"	2'-4"
5 : 1	4'-7"	2'-11"
6 : 1	5'-6"	3'-6"



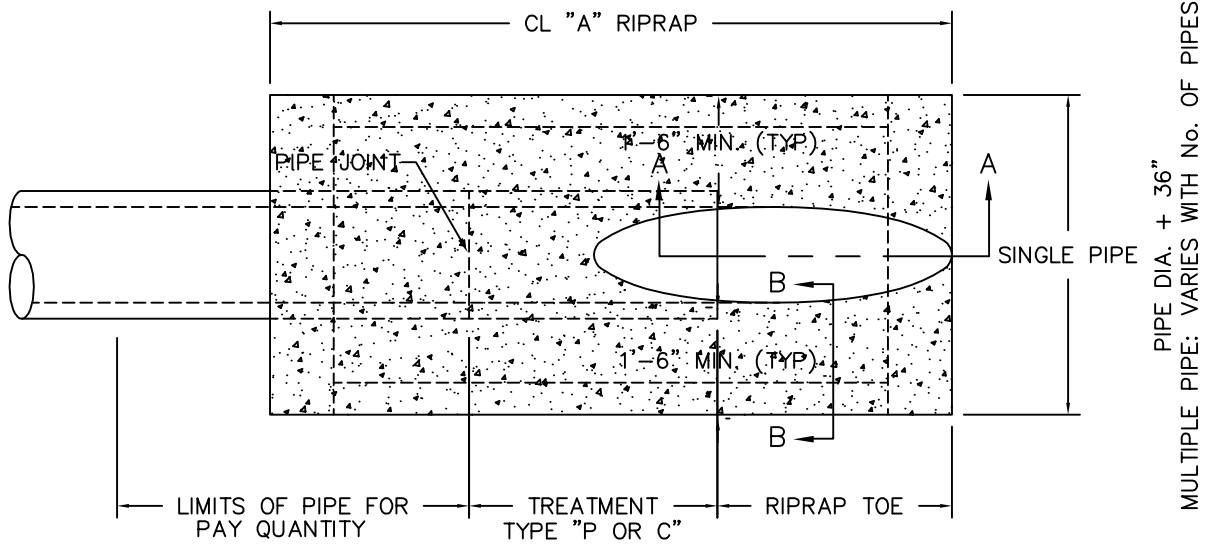
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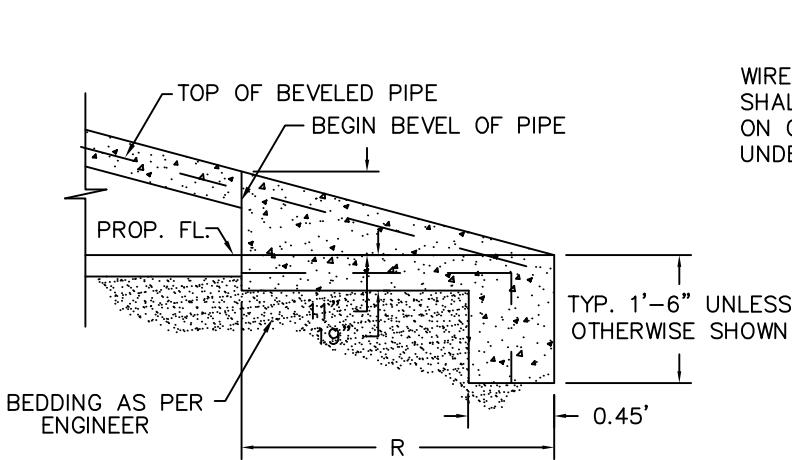
PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	SHEET 2 OF 3
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. :9.36

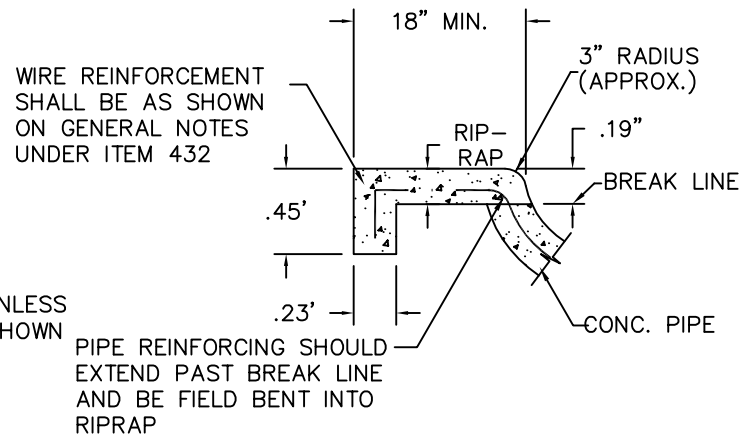
TYPICAL ENDWALL/CONCRETE APRON DETAIL



PLAN VIEW



SEC. A-A



SEC. B-B

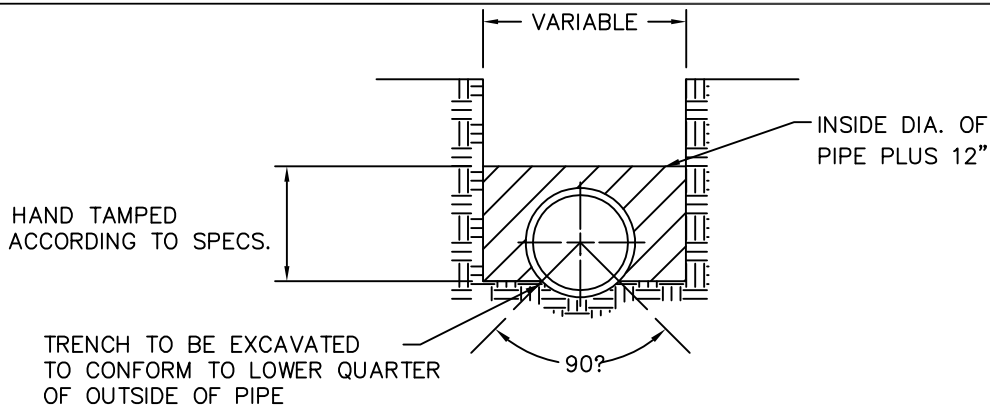


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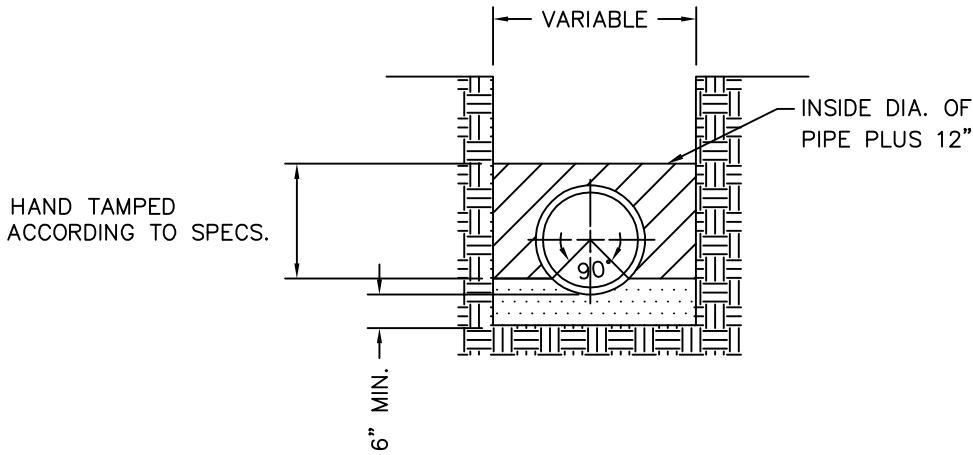
PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	SHEET 3 OF 3
DATE: 07-28-03	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. :9.37

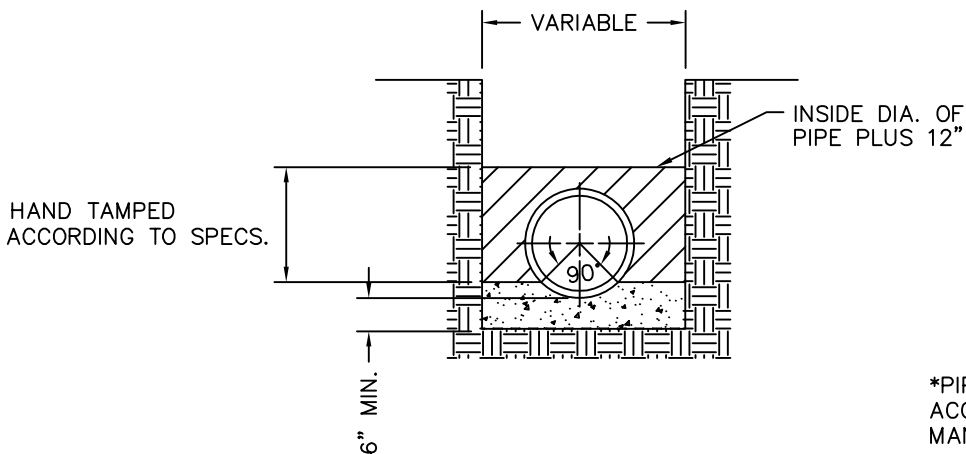


EARTH BEDDING

BEDDING MATERIAL TO BE AS PER PROJECT ENGINEER



GRAVEL BEDDING



CONC. CRADLE

*PIPE BEDDING SHALL BE IN ACCORDANCE WITH PIPE MANUFACTURES SPECIFICATIONS



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SCALE: N.T.S.

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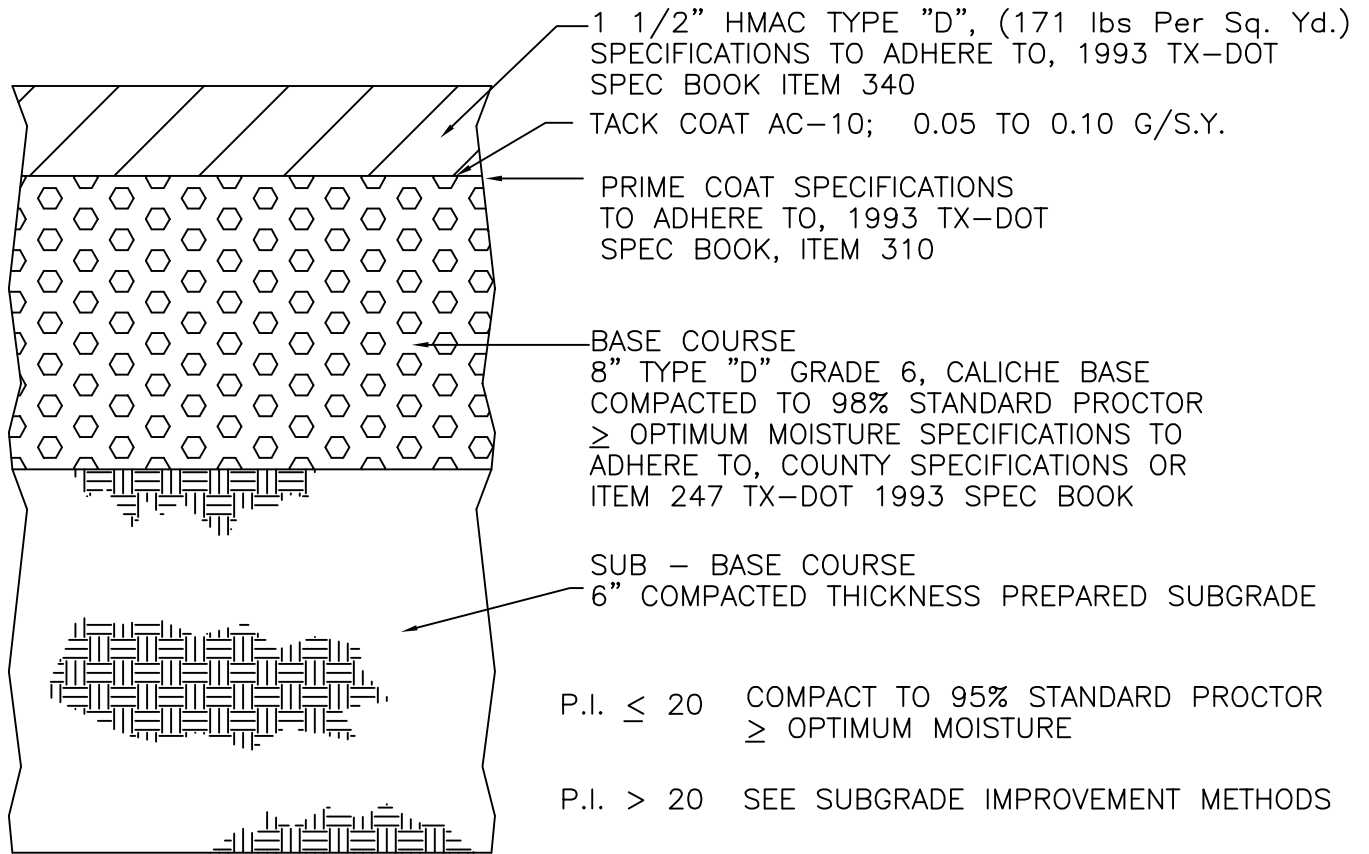
CHECKED BY: R.E.S.

DRAWN BY: J. GARCIA

PLATE No. : 9.38

CLASS "D" PAVEMENT

REQUIRED MINIMUM FOR ALL MINOR STREETS (EXCEPT AS NOTED)



GENERAL NOTES:

1. IN LIEU OF THE ABOVE BASE DESIGN, AN ALTERNATE BASE MAY BE USED THAT USES 5" OF TYPE "A" GRADE 1 (CRUSHED LIMESTONE) COMPACTED TO STANDARD PROCTOR ≥ OPTIMUM MOISTURE AS PER ITEM 247 1993 TX DOT SPEC BOOK.

SUBGRADE IMPROVEMENT METHODS:

1. MECHANICAL STABILIZATION ----- AN APPROVED GEOGRID PLACED UNDERNEATH THE BASE COURSE PER COUNTY SPECIFICATIONS
2. CHEMICAL STABILIZATION ----- MODIFY SUBBASE COURSE THICKNESS AS FOLLOWS:
 - 20 < P.I. ≤ 40 3% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR
≥ OPTIMUM MOISTURE
 - P.I. > 40 6% LIME BY WEIGHT COMPACTED TO 95% STANDARD PROCTOR
≥ OPTIMUM MOISTURE
3. OVER EXCAVATION & REPLACEMENT ----- A MINIMUM OF 18" OF SELECT FILL WITH A P.I. < 20 COMPACTED TO 95% STANDARD PROCTOR ≥ OPTIMUM MOISTURE

DESIGN ENGINEER MAY SPECIFY A DIFFERENT PAVEMENT SECTION TO ADDRESS FIELD AND TRAFFIC CONDITIONS. THESE SPECIFICATIONS OUTLINE THE MINIMUM REQUIREMENTS FOR THE COUNTY OF HIDALGO. WHERE FURTHER GUIDANCE FOR CONSTRUCTION SPECIFICATIONS IS NEEDED, THE COUNTY PLANNING DEPARTMENT MAY REQUIRE CONSTRUCTION IN ACCORDANCE WITH THE 1993 TX DOT STANDARD SPECIFICATIONS BOOK (BLUE BOOK).



HIDALGO COUNTY PLANNING DEPARTMENT

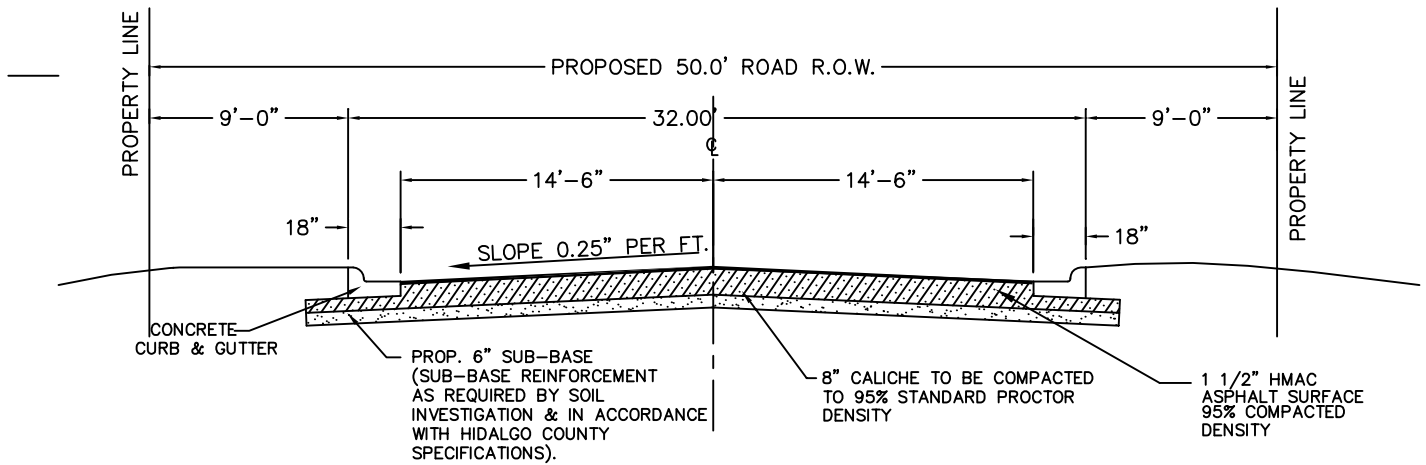
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. : 9.4

TYPICAL ROAD SECTION

50' MINIMUM R.O.W.



HIDALGO COUNTY PLANNING DEPARTMENT

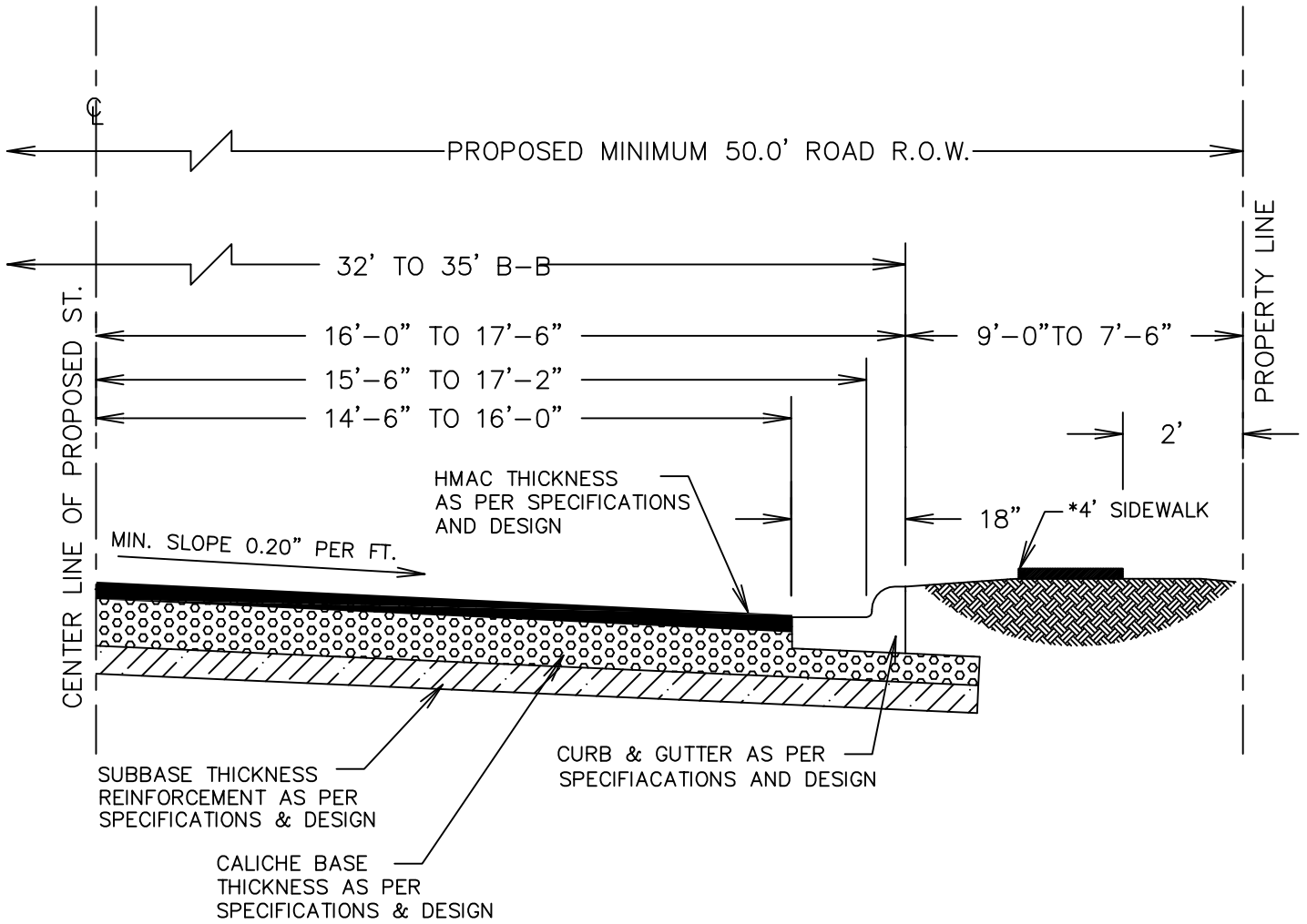
1304 S. 25 TH. STREET
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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. : 9.5

URBAN SECTION MINOR STREET

MINIMUM WIDTH 32' B-B
MAXIMUM WIDTH 35' B-B



* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



**HIDALGO COUNTY
PLANNING DEPARTMENT**

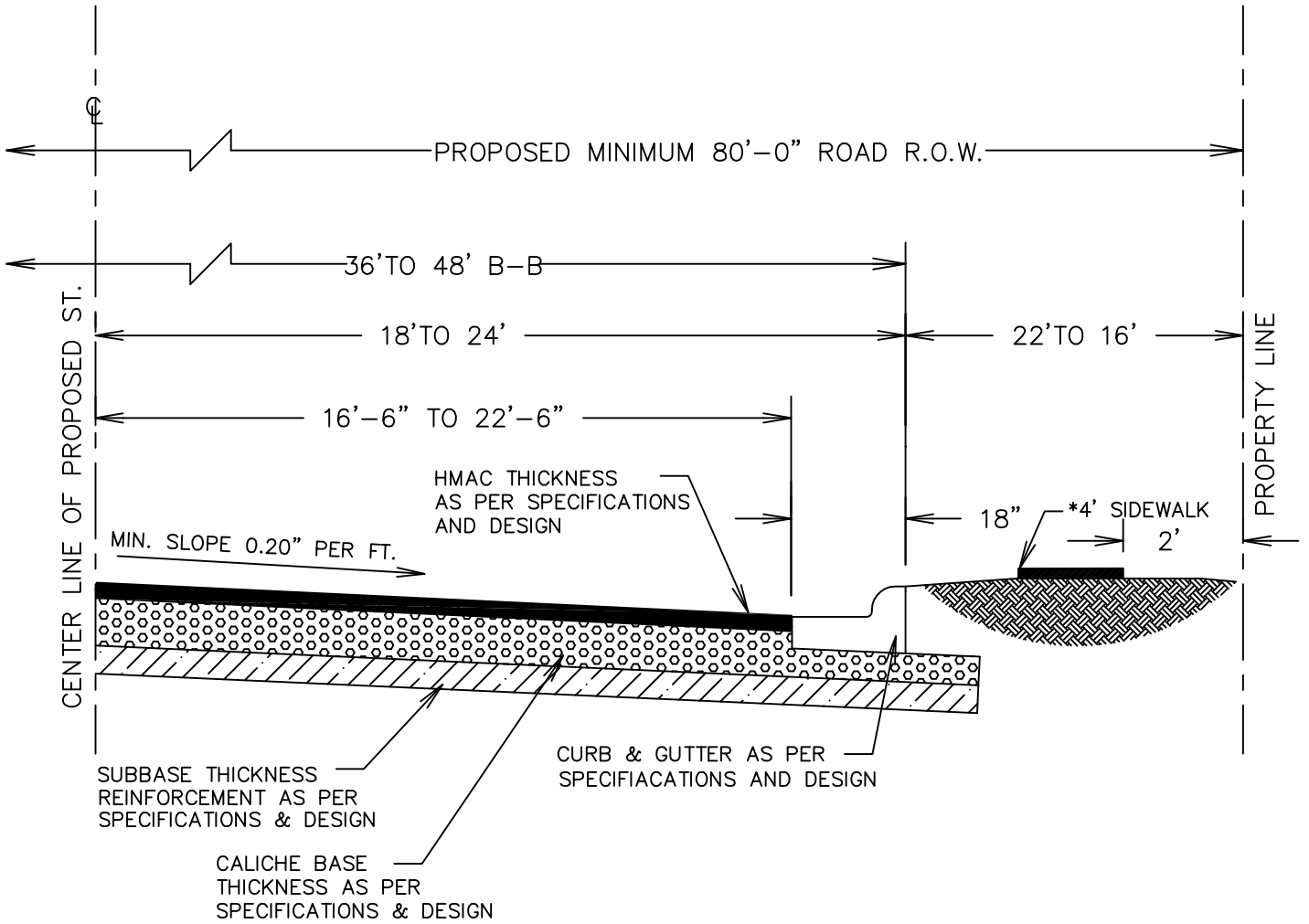
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.6

URBAN SECTION COLLECTOR STREET

MINIMUM WIDTH 36' B-B
 MAXIMUM WIDTH 48' B-B



* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



HIDALGO COUNTY PLANNING DEPARTMENT

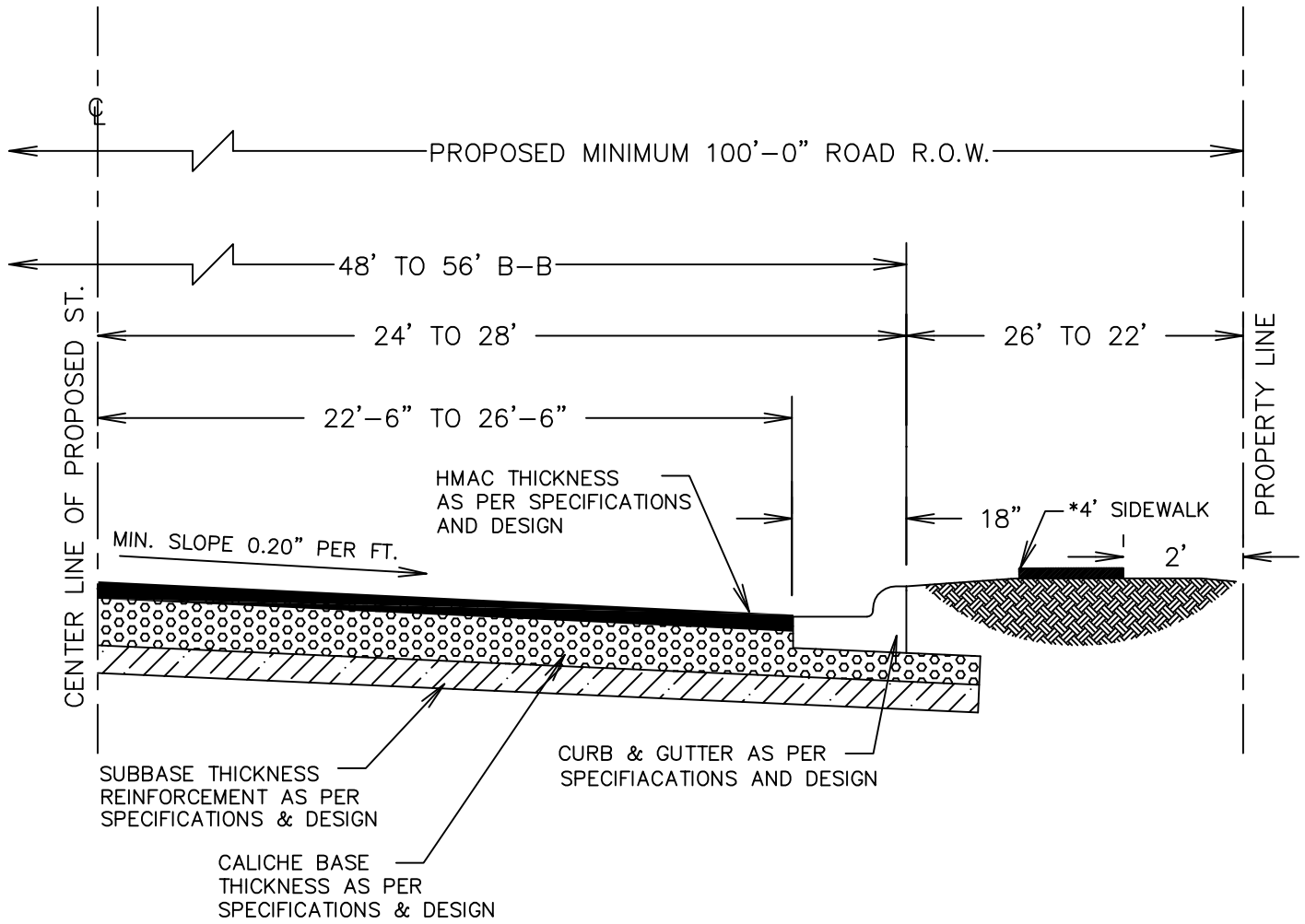
1304 S. 25 TH. STREET
 EDINBURG TX. 78539
 TEL: (956) 318-2840 ★ FAX: (956) 318-2844

PAVING AND DRAINAGE

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.7

URBAN SECTION MAIN ARTERIAL STREET

MINIMUM WIDTH 48' B-B
MAXIMUM WIDTH 56' B-B



* SIDEWALK TO BE LOCATED AS SHOWN WHEN REQUIRED



**HIDALGO COUNTY
PLANNING DEPARTMENT**

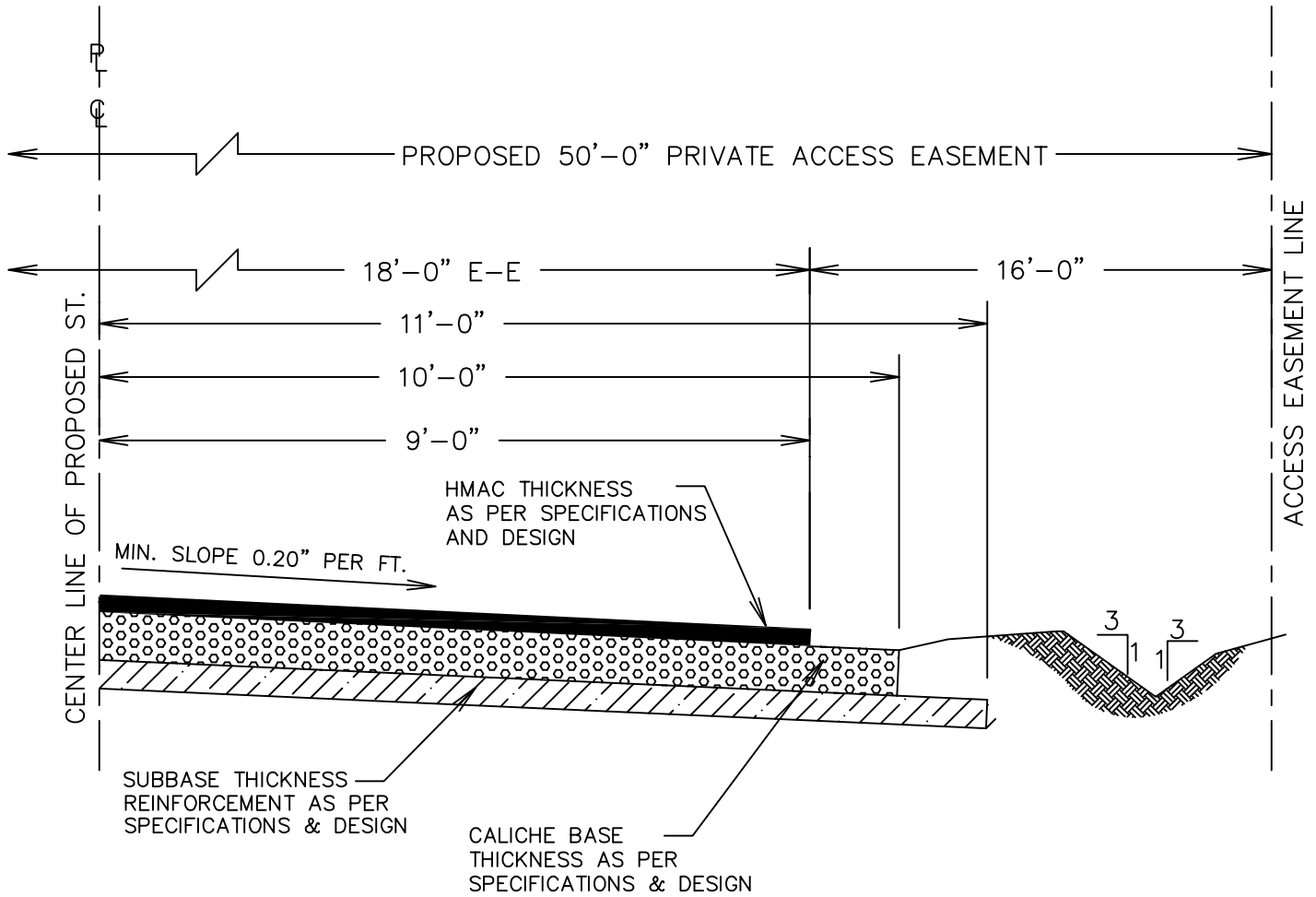
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.8

PRIVATE ROAD

SERVING FOUR LOTS OR LESS
18' E-E



PRIVATE STREETS SERVING MORE THAN
FOUR LOTS SHALL BE PAVED TO THE
MINIMUM STANDARDS FOR PUBLIC STREETS.

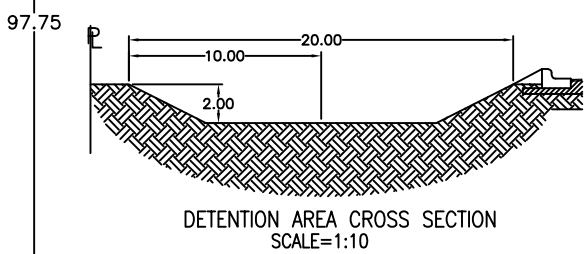
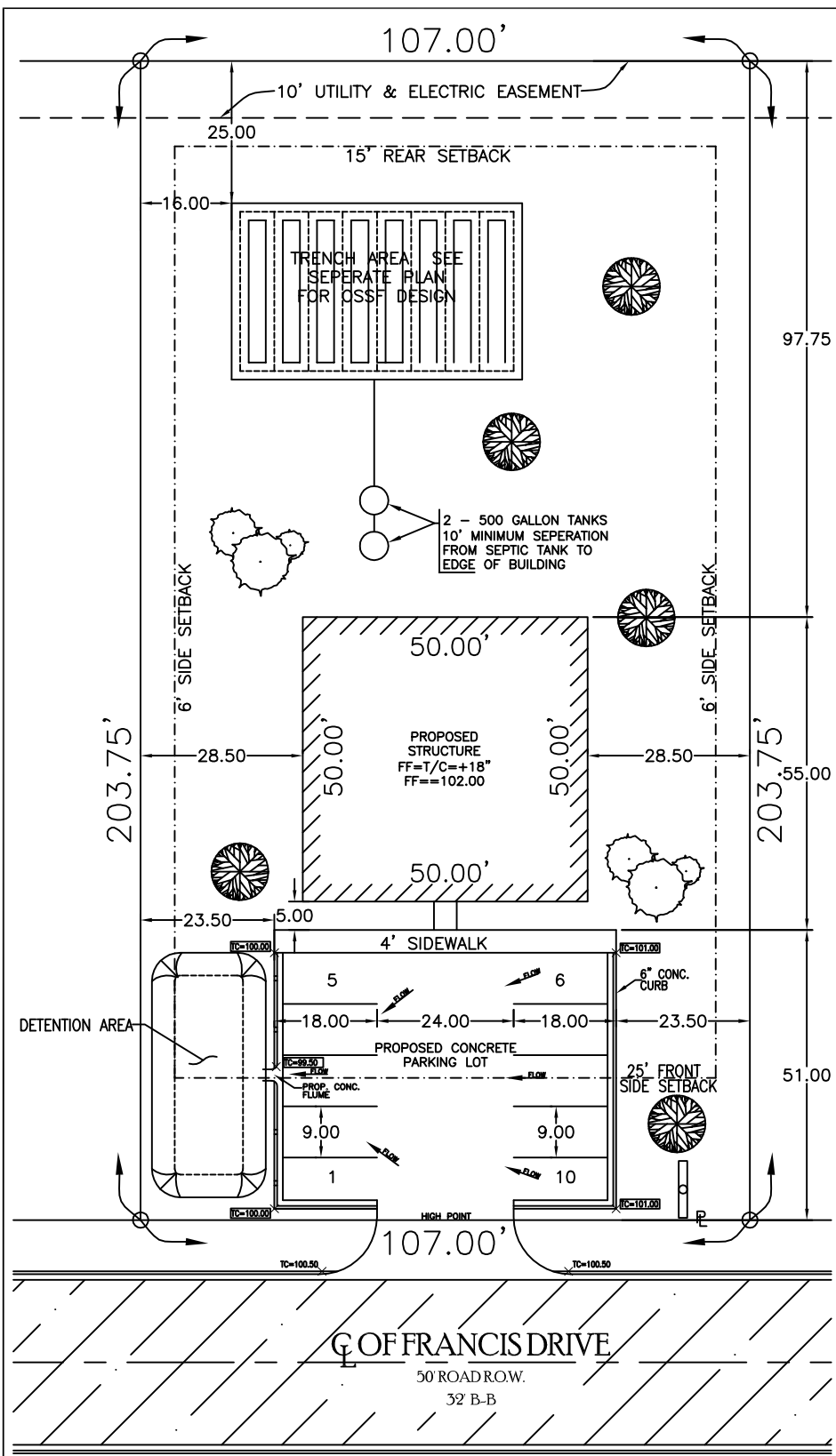


HIDALGO COUNTY PLANNING DEPARTMENT




1304 S. 25 TH. STREET
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PAVING AND DRAINAGE DETAILS

SCALE: N.T.S.	
DATE: 12-07-06	
CHECKED BY: R.E.S.	
DRAWN BY: J. GARCIA	PLATE No. : 9.9



LEGEND

-  EXISTING TREES
-  PROPOSED TREES
-  STORE SIGN

ALL PARKING LOTS SHALL BE PAVED ACCORDING TO COUNTY STANDARDS AND SPECIFICATIONS. THE PARKING LANES MUST BE CLEARLY MARKED BY WHITE PAINT, BUTTONS OR OTHER APPROVED MATERIAL. SEE TYPICAL STRIPPING DETAIL FOR HANDICAP PARKING SPACES.

FRANCIS ESTATES SUBDIVISION

LOT 8

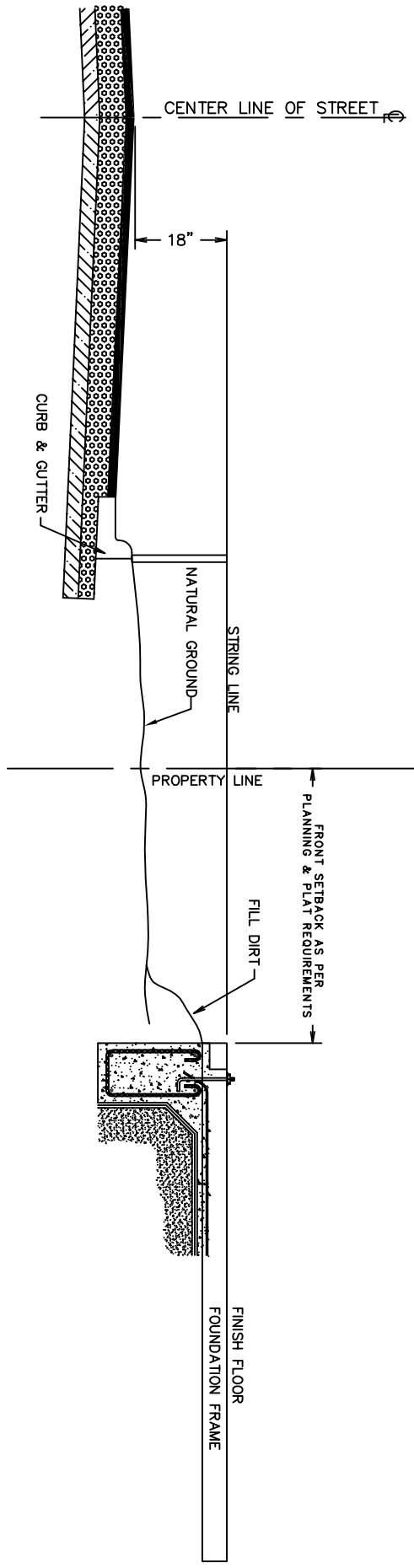


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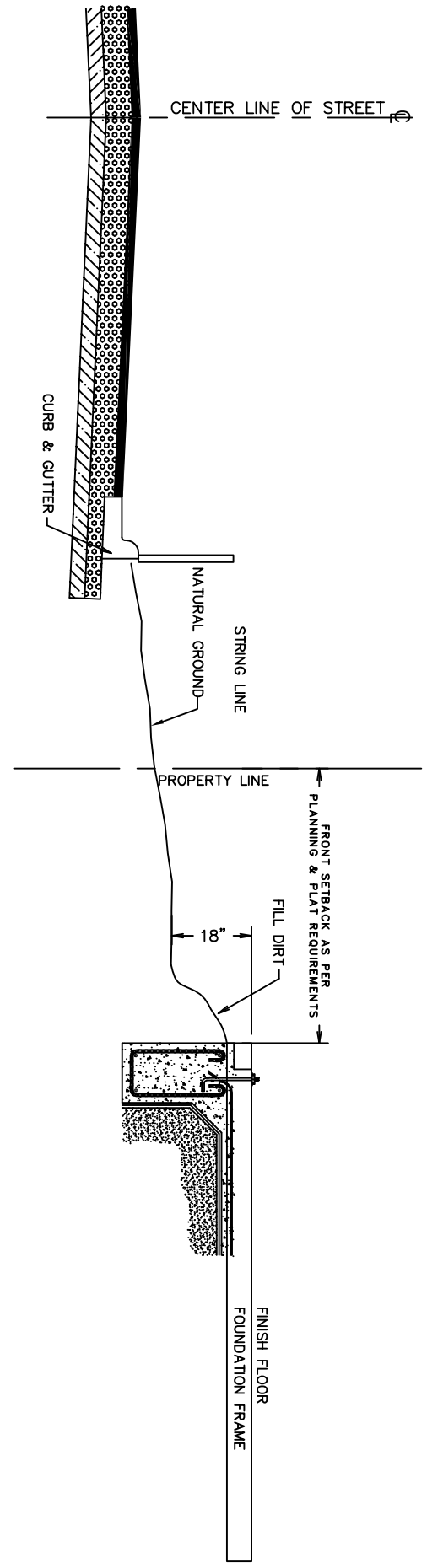
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

SAMPLE SITE PLAN SHOWING LOCATION OF OSSF DRAINAGE DETENTION AREA, AND PARKING LOT

SCALE: 1:30	
DATE: 09-06-07	
CHECKED BY: R.E.S.	
DRAWN BY: JR.TOVAR	PLATE No. : 9-A



TYPICAL FINISH FLOOR ELEVATION
18" ABOVE CENTER LINE OF STREET



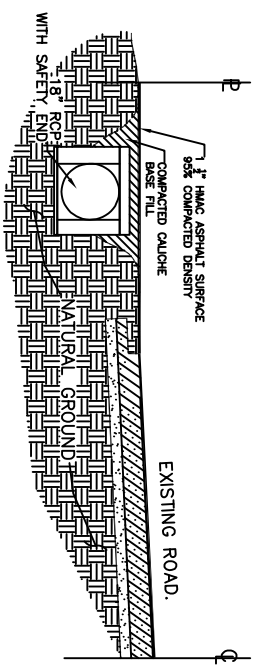
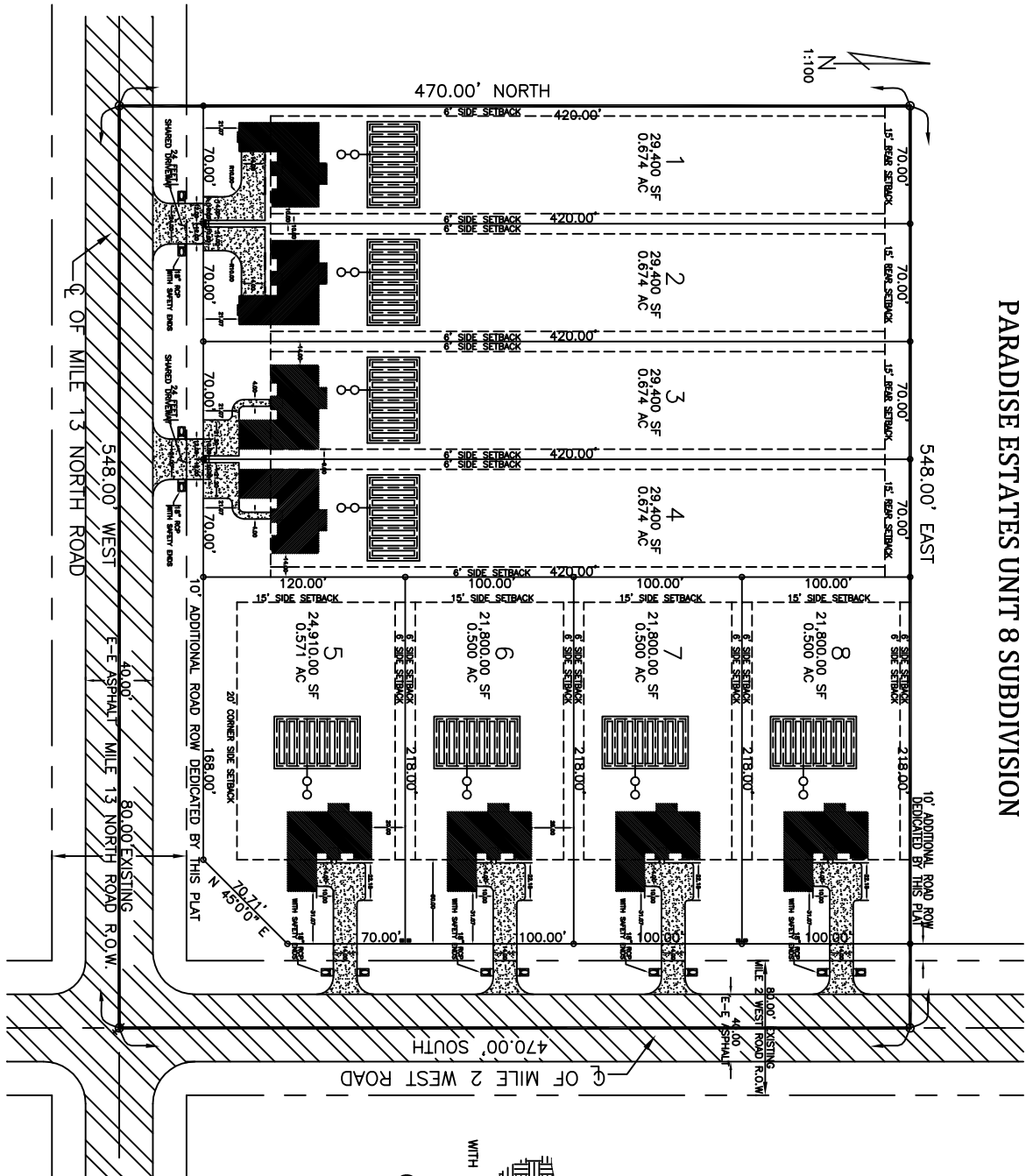
TYPICAL FINISH FLOOR ELEVATION
18" ABOVE NATURAL GROUND



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG, TX. 78539
TEL: (956) 318-2840 FAX: (956) 318-2844

TYPICAL FINISH FLOOR ELEVATION	
SCALE: N.T.S.	
DATE: 08-31-07	
CHECKED BY: R.E.S.	
DRAWN BY: J.GARCIA	PLATE No. '9-B

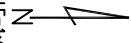
PARADISE ESTATES UNIT 8 SUBDIVISION



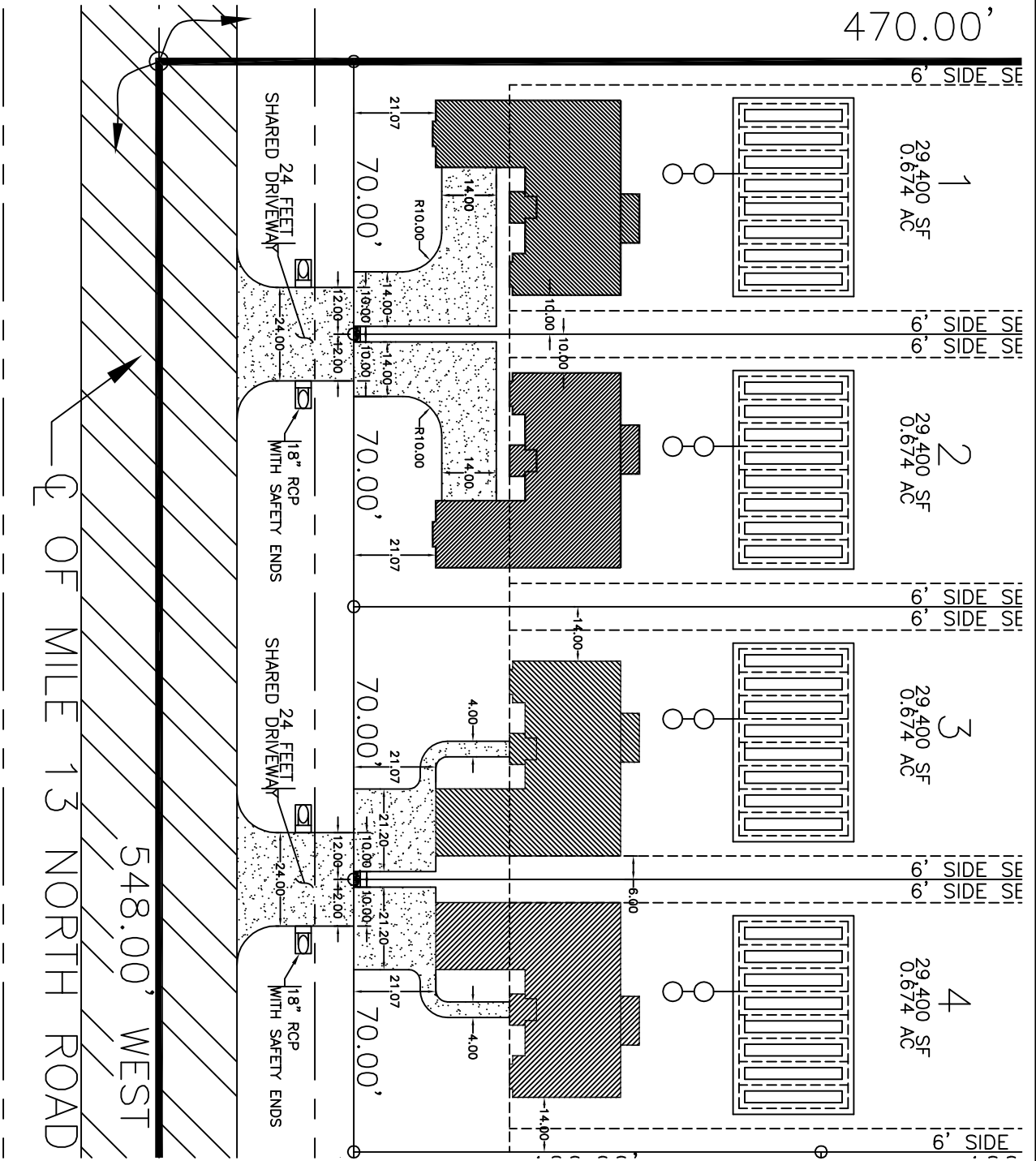
HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 FAX: (956) 318-2844

MINIMUM LOTS SIZE FRONTING A 100' R.O.W. OR GREATER.	
SCALE: 1:100	
DATE: 09-04-07	
CHECKED BY: R.E.S.	SHEET=1 OF 3
DRAWN BY: JR.TOVAR	PLATE No. : 9-C1

SCALE=1:40


470.00'



548.00' WEST
 C OF MILE 13 NORTH ROAD

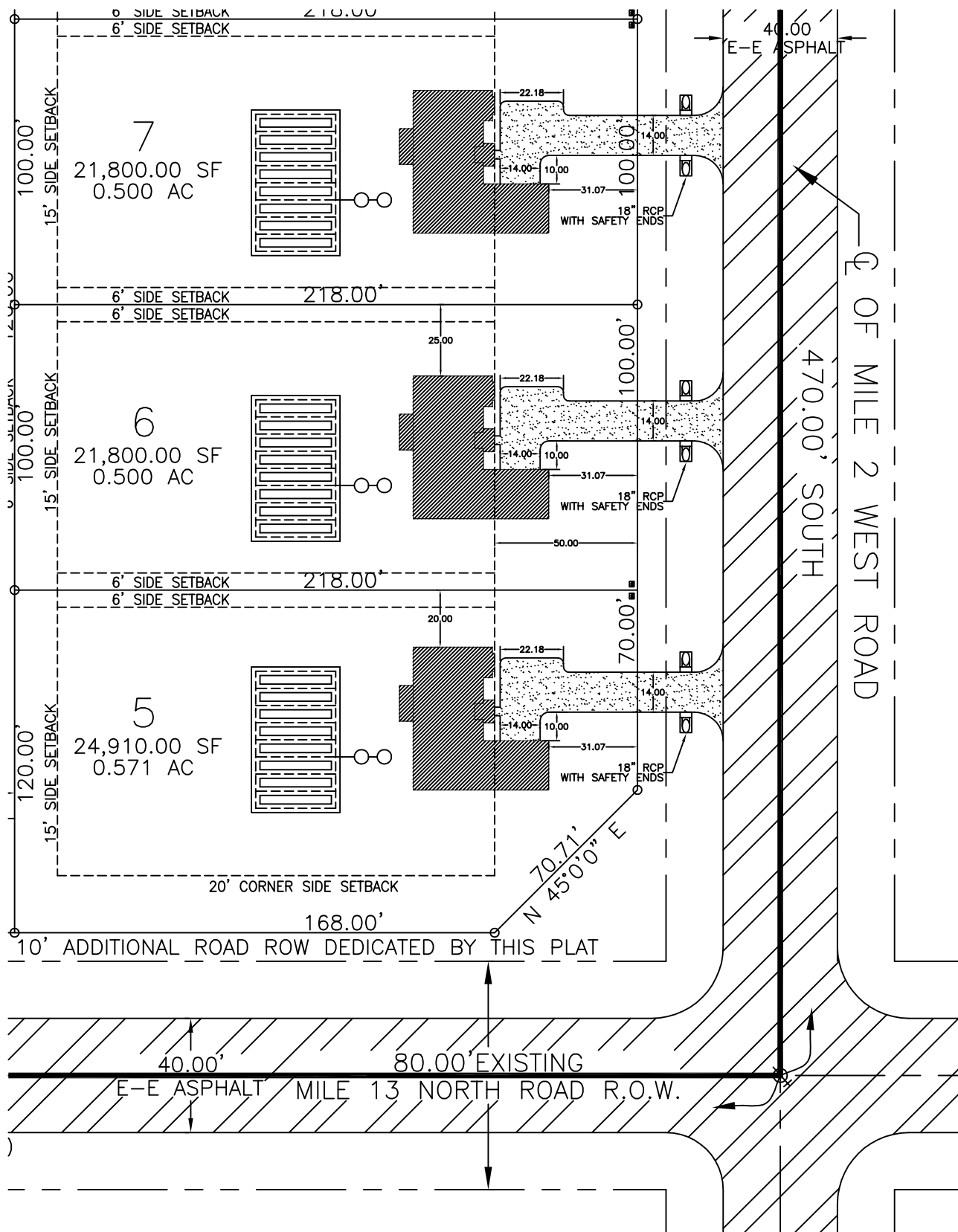
MINIMUM LOT WIDTH OF 70 FEET FRONTING
 A PROPOSED 100 FOOT MINOR ARTERIAL
 WITH SHARED DRIVEWAY



HIDALGO COUNTY
 PLANNING DEPARTMENT

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 EDINBURG TX. 78539
 TEL: (956) 318-2840 FAX: (956) 318-2844

MINIMUM LOTS SIZE FRONTING A 100' R.O.W. OR GREATER.	
SCALE: 1:40	
DATE: 09-04-07	
CHECKED BY: R.E.S.	SHEET=2 OF 3
DRAWN BY: JR.TOVAR	PLATE No. : 9-C2



**MINIMUM LOT WIDTH OF 100 FEET FRONTING
A PROPOSED 100 FOOT MINOR ARTERIAL**



**HIDALGO COUNTY
PLANNING DEPARTMENT**

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EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

MINIMUM LOTS SIZE FRONTING A 100' R.O.W. OR GREATER.

SCALE: 1:50

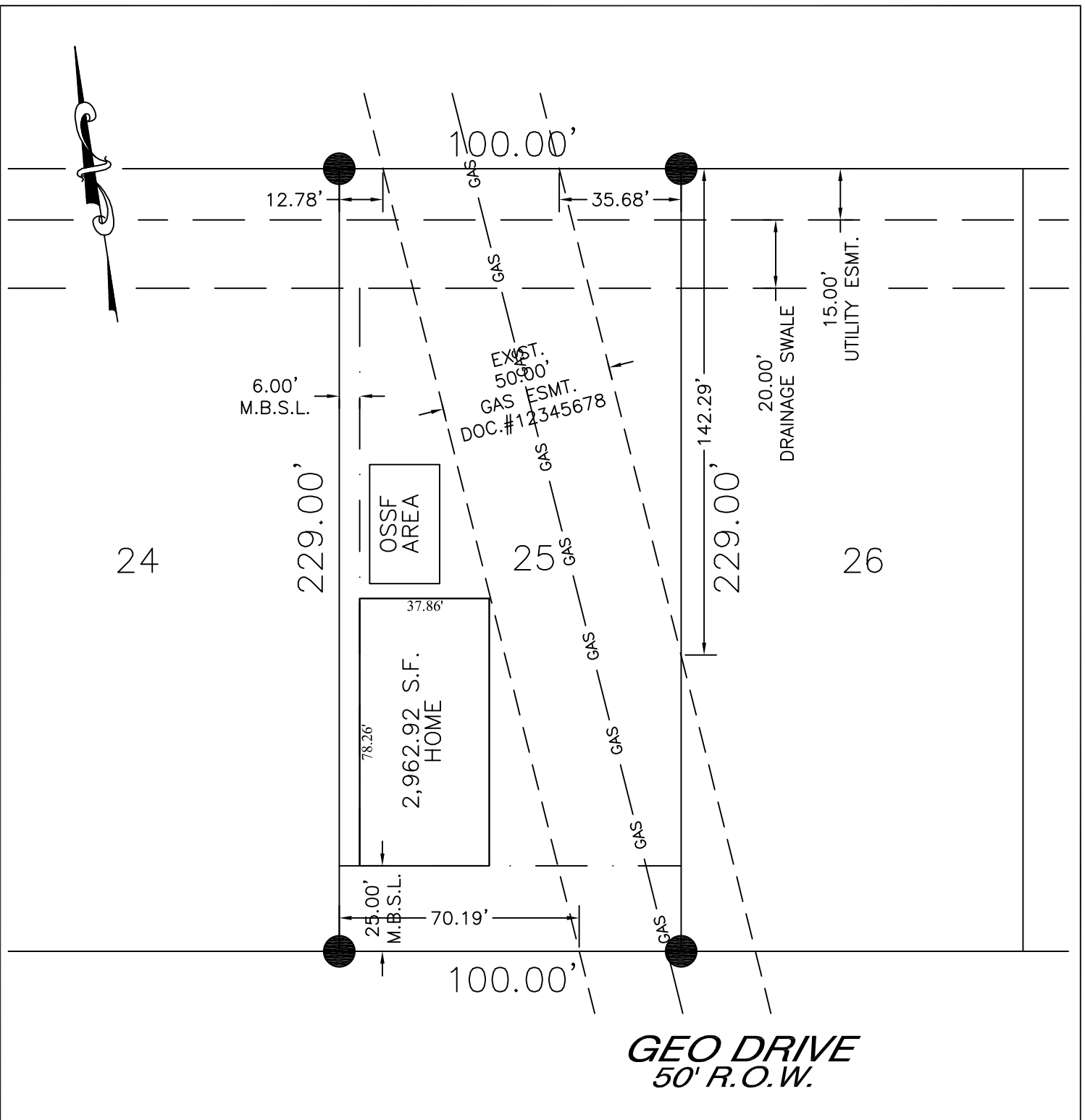
DATE: 09-04-07

CHECKED BY: R.E.S.

SHEET=3 OF 3

DRAWN BY: JR.TOVAR

PLATE No. : 9-C3



SITE PLAN SHOWING LOT AFFECTED BY GAS UTILITY LINE TRAVERSING LOT OTHER THAN 90 DEGREES AS MEASURED FROM PROPERTY LINES



HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844

GEO ACRES SUBD. LOT 25

SCALE: N.T.S.

DATE: 9/6/07

CHECKED BY: R.E.S.

DRAWN BY: J.GARCIA

PLATE No. : 9-D

HIDALGO COUNTY SUBDIVISION RULES

As Amended and Restated, July 5, 2000
Effective July 19, 2000

Title M Amended and Restated, June 14, 2005
Effective June 14, 2005

Title A Amended and Restated, January 09, 2007

TABLE OF CONTENTS

TITLE G. GENERAL PROVISIONS	-1-
G.1 Authority	-1-
G.2 Applicability; Location of Land	-2-
G.3 Organization of Rules; References to Rules	-2-
G.4 Overlap of Municipal and County Subdivision Regulations under Texas Local Govt. Code, Chapter 242	-2-
G.5 Municipal ETJ Extension and Adjustment	-2-
G.6 Effective Date; Repealer; Severability	-3-
G.7 Amendment	-3-
G.8 Subdivision Advisory Board	-3-
 TITLE A. DIVISIONS OF LAND OUTSIDE THE CORPORATE LIMITS OF A MUNICIPALITY AND NOT SUBJECT TO THE RULES IN TITLE B.	-1-
 CHAPTER 1 - GENERAL AND ADMINISTRATIVE PROVISIONS	-1-
1.1 Applicability	-1-
1.2 General Requirement; Plat Required	-1-
1.3 Responsibility for Costs	-1-
1.4 Conflict of Interest & Penalty under Local Govt. Code § 232.0048	-1-
1.5 Exception to Plat Requirement: Division of Land for Manufactured Home Rental Community	-2-
1.6 Definitions	-2-
 CHAPTER 2- GENERAL SUBDIVISION DESIGN	-6-
2.1 General Principles	-6-
2.2 Classifications of Streets	-6-
2.3 Non-applicability to Various Driveways and Parking Lots	-7-
2.4 Street and Alley Layout	-7-
2.5 Street and Paving Standards	-9-
2.6 Drainage Standards	-10-
2.7 Easements for Utilities and Irrigation Facilities	-10-
2.8 Blocks and Lots	-10-

2.9	Septic Tanks	-11-
2.10	Survey Monuments	-12-
2.11	Benchmark Monuments	-12-
 CHAPTER 3 - STANDARD SUBMISSION & REVIEW PROCEDURES		 -13-
3.0	Timely Approval of Plats	-13-
3.1	General Procedure	-14-
3.2	Preliminary conference	-14-
3.3	Application for Plat Approval and Log of Items Submitted	-15-
3.4	Preliminary Plat Processing	-15-
3.5	Preliminary Plat Submission Requirements	-16-
3.6	Final Plat Processing	-20-
3.7	Final Plat Submission Requirements	-21-
3.8	Review and Approval of Final Plats by Commissioners Court	-23-
3.9	Release of Approved Final Plat for Recording	-24-
 CHAPTER 4 -INTENTIONALLY OMITTED		 -25-
 CHAPTER 5 - VARIANCES		 -26-
5.1	General Requirements	-26-
5.2	Limitations under State Law	-26-
5.3	Special Types of Variances	-26-
5.4	Application for Variance	-26-
5.5	Procedure for Review of Application for Variance	-26-
5.6	Notation of Variance on Plat	-28-
 CHAPTER 6 - ENFORCEMENT		 -29-
6.1	General Enforcement Authority under Texas Local Govt. Code § 232.005(a) & (b)	-29-
6.2	Additional Enforcement	-29-
 TITLE B. DIVISIONS OF LAND OUTSIDE THE CORPORATE LIMITS OF A MUNICIPALITY AND SUBJECT TO SUBCHAPTER B OF CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE		 -1-
 CHAPTER 1 - GENERAL AND ADMINISTRATIVE PROVISIONS		 -1-
1.1	Applicability; Location of Land	-1-
1.2	General Requirement; Plat Required	-1-
1.3	Responsibility for Costs	-1-
1.4	Conflict of Interest under Local Govt. Code § 232.034	-1-
1.5	Definitions	-2-

CHAPTER 2- GENERAL SUBDIVISION DESIGN	-7-
2.1 General Principles	-7-
2.2 Classifications of Streets	-7-
2.3 Non-applicability to Various Driveways and Parking Lots	-8-
2.4 Street and Alley Layout	-8-
2.5 Street and Paving Standards	-11-
2.6 Drainage Standards	-11-
2.7 Easements for Utilities and Irrigation Facilities	-11-
2.8 Blocks and Lots	-12-
2.9 Septic Tanks	-13-
2.10 Survey Monuments	-13-
2.11 Benchmark Monuments	-13-
CHAPTER 3 - STANDARD SUBMITTAL & REVIEW PROCEDURES	-14-
3.1 General Procedure	-15-
3.2 Preliminary conference	-16-
3.3 Application for Plat Approval and Log of Items Submitted	-16-
3.4 Preliminary Plat Processing	-16-
3.5 Preliminary Plat Submission Requirements	-17-
3.6 Final Plat Processing	-21-
3.7 Final Plat Submission Requirements	-22-
3.8 Review and Approval of Final Plats by Commissioners Court	-25-
3.9 Release of Approved Final Plat for Recording	-26-
3.10 Plat Approval Certificate under Local Govt. Code § 232.028(a)	-26-
3.11 Water and Sewer Service Extension	-26-
CHAPTER 4 - INTENTIONALLY OMITTED	-27-
CHAPTER 5 - VARIANCES	-28-
5.1 General Requirements	-28-
5.2 Limitations under State Law	-28-
5.3 Special Types of Variances	-28-
5.4 Application for Variance	-28-
5.5 Procedure for Review of Application for Variance	-29-
5.6 Notation of Variance on Plat	-30-
CHAPTER 6 - ENFORCEMENT	-31-
6.1 General Enforcement Authority under Texas Local Government Code § 232.037	-31-
6.2 Civil Penalties under Texas Local Government Code § 232.035	-31-
6.3 Criminal Penalties under Texas Local Government Code § 232.036	-32-

6.4 Additional Enforcement -32-

**TITLE M. DIVISIONS OF LAND OUTSIDE TITLE CORPORATE LIMITS OF
A MUNICIPALITY AND SUBJECT TO THE MODEL RULES -1-**

CHAPTER 1. GENERAL AND ADMINISTRATIVE PROVISIONS -1-

1.1. Authority and Scope of Rules -1-
1.2. Purpose -1-
1.3. Effective Date -1-
1.4. Repealer -1-
1.5. Plat Required -1-
1.6. Super session -1-
1.7. Severability -2-
1.8. Definitions -2-

CHAPTER 2. MINIMUM STANDARDS -4-

2.1. Scope of Standards -4-
2.2. Water Facilities Development -4-
2.3. Wastewater Disposal -5-
2.4. Greywater Systems for Reuse of Treated Wastewater -6-
2.5. Sludge Disposal -6-
2.6. Setbacks -6-
2.7. Number of Dwellings Per Lot -6-
2.8 Other Regulations -6-

CHAPTER 3. PLAT APPROVAL -7-

3.1. Applications for Plat Approval -7-
3.2. Final Engineering Report -7-
3.3. Additional Information -8-
3.4. Financial Guarantees for Improvements -9-
3.5. Review and Approval of Final Plats -10-
3.6. Time Extensions for Providing Facilities -10-
3.7. Criteria for Subdivisions that Occurred Prior to September 1, 1989 -10-

CHAPTER 4. ENFORCEMENT -13-

4.1. Oversight -13-
4.2. General Enforcement Authority of County -13-

APPENDIX

- APPENDIX 1:** CHAPTER 42 ETJ OF MUNICIPALITIES IN HIDALGO COUNTY
- APPENDIX 2:** CHECKLISTS FOR TITLE A
- APPENDIX 3:** CHECKLISTS FOR TITLE B
- APPENDIX 3-A:** CHECKLIST FOR TITLE M
- APPENDIX 4:** MODEL RULES EXHIBITS
- APPENDIX 4-A:** IRREVOCABLE LETTER OF CREDIT SAMPLE FORM
- APPENDIX 4-B:** SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR LETTER OF CREDIT
- APPENDIX 4-C:** SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM FOR A CASH DEPOSIT
- APPENDIX 5:** ROAD, DRAINAGE AND GENERAL UTILITY CONSTRUCTION SPECIFICATIONS
- APPENDIX 6:** LOG OF ITEMS SUBMITTED DURING SUBDIVISION REVIEW
- APPENDIX 7-A:** SAMPLE FORM FOR WATER SERVICE AGREEMENT
- APPENDIX 7-B:** SAMPLE FORM FOR WASTEWATER SERVICE AGREEMENT
- APPENDIX 8:** SAMPLE GENERAL COUNTY PLAT NOTES
- APPENDIX 9:** SAMPLE DRAWINGS AND DETAILS

TITLE A. DIVISIONS OF LAND OUTSIDE THE CORPORATE LIMITS OF A MUNICIPALITY AND NOT SUBJECT TO THE RULES IN TITLE B.

CHAPTER 1 - GENERAL AND ADMINISTRATIVE PROVISIONS

1.1 Applicability

This title generally applies when a tract of land outside the corporate limits of a municipality is divided into two or more parts and the division is not governed by Title B. Specifically, the rules in Title A (which together with the related appendices are referred to as “these Rules”) apply when Title B does not and the tract of land is being divided into two or more parts to lay out a subdivision of the tract, including an addition; lots; or streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts. A division of a tract under this section includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.

The provisions of Section A.1.1.A. notwithstanding, this title does not apply to divisions of land described in Tex. Local Government Code § 232.0015(b)-(k).

1.2 General Requirement; Plat Required

For any division of land subject to this title, the owner or owners thereof and their agents shall comply with the requirements of these Rules and applicable state and federal laws. In particular and without limitation, the owner of the tract of land must have a plat prepared and recorded in accordance with these Rules, Chapter 232 of the Texas Local Government Code, Chapter 12 of the Texas Property Code, and (if the land is within a municipality’s ETJ under Texas Local Government Code §§ 42.021 and 212.001) the municipality’s subdivision rules and Chapter 212 of the Texas Local Government Code.

1.3 Responsibility for Costs

The owner or owners of the land being subdivided shall be responsible for costs of improvements as required by these Rules.

1.4 Conflict of Interest & Penalty under Local Govt. Code § 232.0048

- A. In this section, “subdivided tract” means a tract of land, as a whole, that is subdivided. The term does not mean an individual lot in a subdivided tract of land.
- B. A person has a substantial interest in a subdivided tract if the person:
 - 1. has an equitable or legal ownership interest in the tract with a fair market value of \$2,500 or more;
 - 2. acts as a developer of the tract;
 - 3. owns 10 percent or more of the voting stock or shares of or owns either 10 percent or more or \$5,000 or more of the fair market value of a business entity that:
 - a. has an equitable or legal ownership interest in the tract with a fair market value of \$2,500 or more; or
 - b. acts as a developer of the tract; or

receives in a calendar year funds from a business entity described by subdivision 3 that exceed 10 percent of the person's gross income for the previous year.

- C. A person also is considered to have a substantial interest in a subdivided tract if the person is related in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to another person who, under subsection B, has a substantial interest in the tract.
- D. If a member of the Commissioners Court of a county has a substantial interest in a subdivided tract, the member shall file, before a vote or decision regarding the approval of a plat for the tract, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter. The affidavit must be filed with the county clerk.
- E. A member of the Commissioners Court of a county commits an offense if the member violates subsection D. An offense under this subsection is a Class A misdemeanor.
- F. The finding by a court of a violation of this section does not render voidable an action of the Commissioners Court unless the measure would not have passed the Commissioners Court without the vote of the member who violated this section.

1.5 Exception to Plat Requirement: Division of Land for Manufactured Home Rental Community

No formal plat shall be required for a manufactured home rental community, unless the manufactured home rental community also constitutes a subdivision governed by Titles B or M. For the purposes of this provision, a "manufactured home rental community" means a plot or tract of land that is separated into two or more spaces or lots that are rented, leased, or offered for rent or lease, for a term of less than sixty (60) months without a purchase option, exclusively for the installation of manufactured homes for use and occupancy as residences. The requirements of this provision notwithstanding, a manufactured home rental community must comply with the rules or regulations of Hidalgo County regarding OSSF and the rules of the Texas Commission on Environmental Quality governing the use of on-site sewerage facilities.

1.6 Definitions

- A. Rules of Definition: Words used in the present tense shall include the future unless the context indicates otherwise, words used in the singular number shall include the plural, and words used in the plural number shall include the singular.
- B. Definitions of words and terms: The following words and terms, when used in these Rules, shall have the following meanings unless the context indicates otherwise. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in governmental planning and engineering practices.

"Block" means a piece or parcel of land typically surrounded by public streets on no fewer than three (3) sides normally containing several lots or the equivalent area.

"Building" any structure used or intended for supporting or sheltering any use or occupancy.

“Building line” or “building set-back line” means a line established, in general, parallel to the property line, between which and such property line, no part of a building shall project.

“Commissioners Court” or “Court” means the duly elected Commissioners Court of Hidalgo County, Texas, acting in its official capacity.

“Corner Lot” means a lot, which is located adjacent to, or abutting, two intersecting streets, roads or highways.

“County Engineer” means an Engineer who has been appointed, employed or retained by the Commissioners Court to be responsible for review of all engineering matters concerning compliance of proposed subdivisions with these Rules. In the absence of the County Engineer, the Hidalgo County Subdivision Advisory Board or another entity or person duly appointed by Commissioners Court shall have the authority to act in place of the County Engineer insofar as these Rules are concerned.

“County Planning Department” or “Planning Department” means the department established by the Court for the purpose of reviewing compliance with these Rules.

“Drainage easement” means an interest in land granted to the public generally, to a political subdivision of the state and/or to an individual land owner, for installing or maintaining drainage ditches, pipelines, box structures or other facilities for the conveyance of storm or runoff water across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said facilities.

“Easement” means an interest in land granted to the County, to the public generally, and/or to a utility corporation or political subdivision of the State of Texas for a specific purpose or purposes over, across, or under private land, together with the right to enter thereon with vehicles and machinery necessary for the maintenance of said interest. Unless an easement is dedicated and accepted in writing, the County shall not be obligated to maintain it.

“Engineer” means a person duly authorized under the provisions of the Texas Engineering Practice Act (Revised Civil Statutes art. 3271a) to practice engineering, or a firm employing such persons and practicing engineering in compliance with the Texas Engineering Practice Act.

“ETJ” means extraterritorial jurisdiction (see below).

“Extraterritorial jurisdiction” means the land area surrounding a municipality’s corporate limits as determined, depending upon the context, by Texas Local Government Code § 42.021 (for a distance that increases with a municipality’s population) or § 212.001 (for a distance of five miles for a municipality with population of 5,000 or more).

“Final plat” means a map or drawing showing the proposed subdivision and any accompanying material prepared as described in these Rules and state law.

“Flood Insurance Rate Map” means an official map or plat showing boundaries of flood zones published by FEMA (the Federal Emergency Management Agency) for the National Flood Insurance Program.

“Floodplain” means any area in the 100-year floodplain that is susceptible to being inundated by water from any source or that is identified by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 through 4127).

“Hidalgo County Subdivision Advisory Board” or “Subdivision Advisory Board” means the group of persons chosen by the Commissioners Court with responsibilities to review proposed subdivisions as set out in these Rules.

“Irrigation easement” means an interest in land granted to the public generally, to a political subdivision of the state and/or to an individual land owner, for installing or maintaining irrigation ditches, canals, pipelines and structures across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said irrigation facilities.

“Lot depth” means the length of a line connecting the mid-points of the front and rear lot lines, which line shall usually be at right angles to the front lot line or radial to a curved lot line.

“Lot width” means the length of a line (drawn perpendicular to the lot depth line) connecting the side lot lines at the building setback line or at a point no farther than 35 feet from the front lot line, if the length at such point is greater.

“Monument” means a concrete monument, an iron rod, an iron pipe or other such evidence used to mark the boundaries of subdivisions and lot or block corners.

“100-Year Flood” - Means a flood of such magnitude as may reasonably be expected to be equaled or exceeded on an average of once every 100 years; the term also means that level of flooding having a one (1) percent probability of occurrence in any year.

“Pavement width” means the portion of a street available for vehicular traffic; where curbs are laid, it is the portion between the faces of the curbs.

“Person” means an individual, firm, corporation, or other legal entity.

“Preliminary plat” means the drawing or map and accompanying documents prepared in accordance with these Rules in which the Subdivider initially presents the plan for a subdivision to the County.

“Plat” means **“final plat”** as defined above. A **re-plat** or **re-subdivision** is considered a plat.

“Private Street” means a vehicular access way under private ownership and maintenance providing access to buildings containing residential dwelling units or any park located more than 300 feet from an approved public street right-of-way. A private street shall also include any vehicular access to three or more residential units. Parking lots and private driveways within shopping centers, institutions, commercial areas, and industrial developments will not be considered as private streets.

“Public street” means an area, parcel, or strip of land that provides primary vehicular access to adjacent property or land and provides general community vehicular circulation (whether designed as a street, highway, freeway, thoroughfare, avenue, lane, boulevard, road, place, drive, or however otherwise designated) and that is dedicated or granted for public purposes.

Residential use” includes single-family residential uses; two-family uses; and multi-family residential apartment or townhouse uses.

“Right-of-way” or “ROW” means the area within the outermost boundaries of a street or road, including the area for a constructed watercourse or drainage ditch.

“Shall” is mandatory and **“may”** is permissive.

“Street” means a ROW, however designated, which provides primary vehicular access to adjacent land. See also **“Public Street”** defined above and the classifications of streets in section 2.2 of these Rules.

“Surveyor” means a licensed state land surveyor or a registered professional land surveyor, as authorized by the Texas Professional Land Surveying Practices Act (Revised Civil Statutes art. 5282c) to practice the profession of surveying.

“Utility easement” means an interest in land granted to the public generally and/or to a private or public utility corporation or political subdivision of this state, for installing or maintaining utilities across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said utilities.

CHAPTER 2- GENERAL SUBDIVISION DESIGN

2.1 General Principles

In accordance with Texas Local Government Code Chapter 232.101 the Commissioners Court has adopted the rules contained herein for governing plats and subdivisions of land within the unincorporated area of the County to promote the health, safety, morals, or general welfare of the County and the safe, orderly, and healthful development of the unincorporated area of the County.

- A. This chapter contains many general design requirements. Further specific requirements for construction of streets and drainage are contained in the Appendix.
- B. Layout. The subdivision layout shall make reasonable provisions for development of adjacent land.
- C. Name of Subdivision. Duplication of subdivision names shall be prohibited.

2.2 Classifications of Streets

Streets are classified as follows:

- A. “Farm to Market Road” means a road so designated by the Texas Department of Transportation. It shall have a right-of-way of not less than 120 feet.
- B. “Main Arterial Street” means a public street, which provides for the major vehicular circulation, or cross-towns, loops, by-pass, or radial routes of the region, county, or city, other than a Farm to Market Road. Such a street is typically over 5 miles in length. It shall have a right-of-way width of not less than 50 feet or more than 100 feet and a pavement width of not less than 32 feet or more than 56 feet.
- C. “Collector Street” means a public street, which provides for expeditious movement of vehicular traffic within a neighborhood, collecting traffic from minor streets and connecting to other major streets. Such a street is typically 2 to 5 miles in length. It shall have a right-of-way width of not less than 50 feet or more than 100 feet and a pavement width of not less than 32 feet or more than 56 feet.
- D. “Minor Street” means a street which is used primarily for access and circulation to abutting residential properties and which is intended to serve traffic within a limited area. Such a street is typically less than 2 miles in length. It shall have a right-of-way width of not less than 40 feet or more than 70 feet and a pavement width of not less than 25 feet or more than 35 feet.
- E. “Alley” means a minor public right-of-way which provides a secondary means of vehicular access to abutting property and which is used primarily for vehicular traffic to the rear or side of properties which otherwise abut on a “public street” as that term is defined herein.
- F. “Cul-de-sac” means a short public street having but one opening or access to another public street and terminating in a vehicular turn-around.

- G. "Dead-end street" means that portion of a public street, which initially has only one opening or access to another public street but which will be extended at a later date.

2.3 Non-applicability to Various Driveways and Parking Lots

Notwithstanding the foregoing classifications, the following shall not be considered to be within the purview of these Rules:

- A. Any driveway designed or used principally to provide vehicular access to the outbuildings appurtenant to any principal building, or to provide vehicular access to a delivery platform or an entrance of a building appropriate for the delivery thereto of goods or merchandise, and located wholly on private property.
- B. An area appurtenant to a store or a group of stores, a theater, a church, or any similar establishment, designed or used primarily for a vehicular parking lot or vehicular parking facilities by customers, patrons, or employees of the establishment or group of establishments in question.
- C. An entrance or roadway designed or used to provide either vehicular entrance to or communication or passage between the several units of a single industrial or commercial establishment or group of such establishments which are under common control or management; provided such industrial or commercial entranceway or roadway shall be considered a public street under the terms of these Rules if it has entrances upon two or more public streets unless there are at each of such entrances gates, chains, or watchmen by which all persons are prevented from using the same except those employed by or having business to conduct at such industrial or commercial establishment in question.
- D. An entrance or driveway designed or used to provide principal or primary vehicular access to any apartment building or a group of apartment buildings designed for multi-family occupancy and under one ownership. Such entrance or driveway shall not be used to provide public access to adjacent areas.

2.4 Street and Alley Layout

- A. **General** - The street pattern of a neighborhood shall provide adequate circulation within the subdivision and yet discourage excessive through traffic on minor or local streets. The arrangement, character, extent, width, grade, and locations of all streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public safety and convenience, and to the proposed uses of the land to be served by such streets. If any portion of a collector or main arterial street traverses any part of the land being subdivided, that portion of the main or collector street, as planned at the proposed right-of-way width, shall be incorporated in the subdivision plat and shall be dedicated to the appropriate government. The street layout shall be devised for the most advantageous development of the entire neighborhood and shall conform to connecting streets in land adjacent to the new subdivision. Provisions shall be made within the subdivision to provide street access to adjacent undeveloped acreage in such a way as to assure adequate circulation for future development. Dead-end streets and those which do not conform to adjacent established streets are to be avoided whenever possible. Dead end streets shall be

terminated with a temporary cul-de-sac easement, which will be automatically abandoned upon the extension of a street into adjacent properties. Where a subdivision abuts or contains an existing or proposed Major Street, reverse frontage lots may be appropriate. When reverse frontage lots are designated, access shall be denied to the major street, and screen planting or a screening device shall be provided along the rear property line abutting such existing or proposed major streets. Paved alleys shall be provided in commercial and industrial developments, except where other definite and assured provision is made for service access, such as off-street loading, unloading, and parking consistent with an adequate plan for the uses proposed. The street system layout shall be so designed, insofar as practicable, to preserve natural features such as trees, brooks, hilltops, and scenic views and other such features. There shall be no reserve strips controlling access to land dedicated or intended to be dedicated to public use. The street system layout shall provide for the acceptable disposal of storm water, and provision shall be made by the Subdivider to handle storm water to comply with provisions elsewhere in these Rules and other regulations of the County.

B. Minimum Right-of-Way Width Requirements - including streets in commercial and industrial subdivisions:

- Farm to Market Road - 120 feet.
- Main Arterial Streets - not less than 100 feet;
- Collector Streets - not less than 80 feet;
- Minor Streets - not less than 50 feet.

In any event The Hidalgo County Thoroughfare Plan shall govern all right-of-way widths as identified in said plan.

Where proposed streets are extensions of existing or planned streets, having a right-of-way width greater than that specified herein, the proposed streets shall be the same width as the existing or planned streets. Where the proposed subdivision abuts upon an existing street that does not conform to these width requirements, the Subdivider shall dedicate right-of-way sufficient to provide for the full right-of-way width. Alleys are not permitted, unless required by a municipality-exercising jurisdiction over the subdivision within its ETJ. Where required by a municipality, Alleys shall conform to the municipality's requirements.

- C. **Curves** - The minimum centerline radius on curves shall be 2,000 feet for a Main Arterial, 800 feet for a Collector, and 100 feet for a Minor street. The minimum tangent distance between reverse curves shall be 100 feet.
- D. **Offsets** - Street centerlines, if offset, must be offset a minimum distance of 125 feet on centerline. Offset distances shall be indicated on the final plat.
- E. **Intersections**
 - 1. All streets and alleys are to intersect at a 90-degree angle with departures of more than 20 degrees subject to approval through the variance procedure upon evidence of good cause such as topography. Corners are to be rounded or have a corner clip or radii as shown below:
 - a. Farm to Market - 50' tangent clip

- b. Main Arterial - 50' tangent clip
 - c. Collector - 25' tangent clip or radii
 - d. Minor - 25' external tangent clip or radii, or 15' internal tangent clip or radii, as applicable.
2. Acute angle intersections, as may be approved, are to have 30-foot additional radii at acute corners.
 3. Street or alley intersections with or extending to meet an existing street or alley, will be tied to the existing street or alley on centerline, with dimensions and bearings to show the relationship.

F. Cul-De-Sac Streets

1. Turn-around are to have a minimum right-of-way radius of fifty feet (50') for single family use where curbed and guttered; a radius of sixty feet (60') for single family use where a rural section is utilized; and a one hundred feet (100') radius for apartment, commercial, or other uses.
2. Maximum length of cul-de-sac streets shall be ~~600~~ 660 feet as measured from the centerline of intersection to cul-de-sac radius point. **A cross street may be required where the proposed internal street exceeds the maximum length allowed of cul-de-sac street. A cross street shall not be required where the adjacent property has been developed without a viable connection to the proposed extension.**
3. Temporary turn-around, conforming to the minimum radii requirements, are to be used where improvements are not installed at the end of a street which will be extended in the future. The following note shall be provided on the final plat when a temporary turn-around is used: "Cross-hatched area is temporary easement for turn-around until street is extended (direction) in a recorded plat".

- G. Street Names** - The names of proposed streets shall conform to the names of existing street of which they may be or become extensions, and shall not duplicate or conflict with the recognized name of any other street located in the area subject to these regulations.

The Subdivider shall provide street signs and posts as per County standards, and traffic control signs as may be required by the County.

2.5 Street and Paving Standards

Streets shall be designed and constructed in accordance with the requirements in Appendix 5. Where further guidance for construction specifications is needed, the County Planning Department may require construction in accordance with the Standard Specifications for Construction of Highways, Streets and Bridges, (latest edition), as published by the Texas Department of Transportation **or other appropriate standards.**

2.6 Drainage Standards

Drainage shall be designed in accordance with the requirements in these Rules, the current edition of the Hidalgo County Master Drainage Plan (a copy of which is available from Hidalgo County Drainage District No. 1) and, if the subdivision is located within its boundaries of Hidalgo County Drainage District No. 1 or contemplates the use of such district's facilities for drainage, approved by Hidalgo County Drainage District No. 1. Appendix 5 contains detailed requirements for drainage design. Where further guidance for construction specifications is needed, the County Planning Department and/or Hidalgo County Drainage District No. 1 may require construction in accordance with the latest edition of Standard Specifications for Construction of Highways, Streets and Bridges, as published by the Texas Department of Transportation, or other appropriate standards.

2.7 Easements for Utilities and Irrigation Facilities

- A. When not located in an alley having a width of 20 feet or more, the location and width of necessary utility easements shall be determined by the public and private utility companies and shall connect with easements established in adjoining properties. Easements shall not be less than 15 feet in width. **A written confirmation shall be required from all public and private utility companies that will occupy the easement to reduce an easement width less than the minimum required width. An easement located between abutting lots may be reduced to 10 feet.**
- B. There also shall be shown on the plat and dedicated for utilities unobstructed aerial easements and guy wire easements as may be required for overhead facilities.
- C. Easements as set forth in any applicable County or regional plan for the location of future sewerage or utility facilities shall be provided and indicated upon the plat.
- D. In rural areas where the future utility needs have not yet been established, easements will be dedicated along all rear lot lines and along side lot lines as deemed necessary.

The location and width of necessary irrigation easements shall be determined by the irrigation or water control and improvement district, or private property owner holding the dominant estate and shall connect with easements established in adjoining properties. Easements shall not be less than 15 feet in width. **Easement widths for irrigation lines may be reduced with the written consent of the Irrigation District utilizing said easement.**

- F. See the Appendix for further specifications regarding location and construction of utilities.

2.8 Blocks and Lots

- A. Block Length - The minimum and maximum block length are 300' and 1,300' respectively, as measured along the center of the block or street.
- B. Lots - In general, the lot design shall provide for lots of adequate width, depth, and shape to provide open area, to eliminate over-crowding, and to be appropriate for the location of the subdivision and for the type of development and use contemplated. Lots shall have the side lot lines at right angles to the streets on which the lot faces, or radial to curved street lines. **In Subdivisions that are to be serviced by an organized sewerage facility, the**

minimum lot width for residential use shall be: 50 feet for lots measured at 90 degrees from the property line, 35 feet what length or chord for cul-de-sac lots, and 60 feet for corner lots. In Subdivisions that are to be serviced by a “septic tank” or other on-site sewage facilities (OSSF) system and are half (1/2) acre in size, the minimum lot width for residential use lots shall be 50 feet for lots measured at 90 degrees from the property line, 40 feet chord length or chord for cul-de-sac lots, and 60 feet for corner lots. Lots that are greater than half (1/2) acre in size the minimum lot width for residential use lots shall be 65 feet for lots measured at 90 degrees from the property line, 40 feet chord length or chord for cul-de-sac lots, and 70 feet for corner lots. Lots fronting a one hundred foot (100) public right-of-way or greater, whether the right of way is proposed or existing, shall have a minimum lot width of one hundred (100) feet. Shared driveways may be utilized to reduce the minimum required width on lots fronting a one hundred foot (100) public right-of-way or greater, whether the right of way is proposed or existing, from one hundred (100) feet to seventy (70) feet. Where shared driveway will be utilized, a note shall be placed on the plat designating which lots will use shared driveways and said shared driveways shall be constructed prior to final approval in accordance with these rules. In accordance with Texas Administrative Code Title 30, Part 1, Chapter 285, Subchapter A Rule §285.4, Texas Commission on Environmental Quality State Health Minimum Standards, all “one single family detached dwelling” lots that are served by a public water supply and using an individual OSSF systems for sewage disposal shall have lots of at least half (½) acre in size (21,780 square feet). Any ”one single family detached dwelling” lot NOT being served by a public water supply and using individual OSSF system for sewage disposal shall have lots of at least one (1) acre in size (43,560 square feet). Multi-family and commercial lots utilizing OSSF system for sewage disposal shall at a minimum be at least half (½) acre in size (21,780 square feet) and have adequate area to accommodate OSSF systems, parking lot requirements, and on-site drainage detention systems as set forth in the appendix of these rules. Multi-family and commercial lots NOT utilizing OSSF systems for sewage disposal shall have adequate area to accommodate parking lot requirements and on-site drainage detention systems as set forth in the appendix of these rules.

2.9 Septic Tanks

A preliminary conference with the County Health Department is highly recommended to determine the suitability of an area for development using septic tanks for sewage disposal.

If a subdivision is proposed to contain buildings containing restroom or kitchen facilities and is not to be served by a public sanitary sewer system, and septic tanks or other on-site sewage facilities (“OSSF”) are to be used, lot sizes shall be adequate to accommodate the size of drain field as necessary, because of soil type, to effectively absorb the effluent without creating a health hazard or nuisance. The rules, requirements, and procedures adopted by the Hidalgo County Commissioners Court on February 8, 1999, or in the most recently adopted OSSF Order, shall apply to all of the area of Hidalgo County except for the areas within boundaries of any municipality in Hidalgo County. In no event shall applicable state laws, regulations as may be established by separate regulation, or the orders of the Texas Commission on Environmental Quality be violated. Septic tanks are restricted in all Floodplain Hazard Areas within the County and may be prohibited in certain other areas as may be determined by the Commissioners Court upon the recommendation of the County Health Department.

2.10 Survey Monuments

Monuments shall be permanent in nature and suitable for the purpose intended. Concrete monuments shall be provided at subdivision corners with x, y, and z coordinates, and each lot and block corner shall be marked by not less than a ½" diameter by 24" long reinforcing rod set at or below the existing ground level. At least two concrete monuments shall be located at readily accessible sites within each subdivision. Monuments shall be set by or under the supervision of a surveyor prior to presentation of the Final Plat

2.11 Benchmark Monuments

Monuments shall be permanent in nature as established by the Texas State Board of Land Surveying and suitable for the purpose intended. One (1) Concrete benchmark monument is required for up to 10 acres of development. For developments of 10 acres or greater, a minimum of two (2) monuments shall be set throughout the subdivision and the Planning Department shall have the discretion to require the amount needed for each proposed development. Location of each monument shall be the responsibility of the Surveyor. Each benchmark with datum in accordance with the latest adopted and accepted County datum shall be described and labeled on the face of the plat.

CHAPTER 3 - STANDARD SUBMISSION & REVIEW PROCEDURES

3.0 Timely Approval of Plats

These Rules and the applicable appendices shall constitute a written list of the documentation and other information that must be submitted with a plat application. An application submitted to the Planning Department that contains the documents and other information required in these Rules and the applicable appendices is considered complete.

If a person submits a plat application to the Planning Department that does not include all of the documentation or other information required by Subsection A, the Planning Department shall, no later than the tenth (10th) business day after the date the Planning Department receives the application, notify the applicant of the missing documents or other information. No further action will be taken on the application until all documentation or other information contained in the notice is submitted to the Planning Department.

Acceptance by the Planning Department of a complete plat application shall not be construed as approval of the application or the information or documentation contained therein.

Except as provided by Subsection F of this section, the Commissioners Court shall take final action on a preliminary or final plat application, including the resolution of all appeals, not later than the sixtieth (60th) day after the date a completed plat application is received by the Planning Department. If the Commissioners Court disapprove a plat application, the applicant shall be given a complete written list of the reasons for the disapproval within ten (10) business days of the date of disapproval.

The sixty- day (60) period under Subsection D:

May be extended for a reasonable period, if agreed to in writing by the applicant and approved by the Advisory Board;

May be extended up to sixty (60) additional days by the Advisory Board if Chapter 2007, Texas Government Code, requires the County to perform a takings compact assessment in connection with a plat application; and

Applies only to a decision wholly within the control of the Commissioners Court.

The Advisory Board shall make the determination under Subsection F.(2) regarding extension of the sixty (60) day period not later than the twentieth (20th) day after the date a completed plat application is received by the Planning Department.

The County may not compel a application to waive the time limits contained in this Section.

If the Commissioners Court fails to take final action on a complete plat application as required by Subsection D:

The Commissioners Court shall direct the County Treasurer to refund to the applicant the greater of the unexpended portion of any plat application fee or deposit or fifty percent (50%) of the plat application fee or deposit that has been paid:

The plat application is granted by operation law; and

The applicant may apply to a district court with civil jurisdiction in the county for a writ of mandamus to compel the Commissioners Court to issue documents recognizing the approval of the plat.

This Section A.3.0 applies only to applications for preliminary or final plat approval received by the Planning Department on or after October 1, 1999.

3.1 General Procedure

The general procedure ultimately leading to the recording of a subdivision plat is the following sequence of steps:

- A. Preliminary conference with Planning Department, Right of Way Department, Health Department, and Hidalgo County Drainage District No. 1 (optional but highly recommended).
- B. Submission of pre-application variance request (optional and only if information on the preliminary plat is not required for determination of variance).
- C. Submission, review, and approval of preliminary/final plat (with concurrent consideration of variance request or requests). Plats will be reviewed by staff and presented to Advisory Board for approval or disapproval. If the plat is approved with conditions then all conditions shall be met prior to the plat being presented for Final approval. If the Plat is approved as Final then the Plat will be submitted to Commissioners Court for Final approval. No conditional approval shall be granted on Final Plats. Final plats will not be placed on the Subdivision Advisory Board agenda unless all items have been addressed from staff and approval from the City has been given, if required (ETJ plats).
- D. Modification of preliminary plat and fulfillment of any conditions of preliminary plat approval.
- E. Submission, review, and approval of final plat (with concurrent consideration of variance request or requests).
- F. Posting of bonds or other financial guarantees.
- G. Release of final plat for recording.
- H. Recording of final plat in the map records of Hidalgo County.

3.2 Preliminary conference

The owner and/or the owner's engineer is strongly urged to meet with the County Planning Department to discuss any proposed subdivision or development. In this manner certain concerns and requirements can be addressed prior to expending time and money on property, which cannot be developed in compliance with these rules or, for which it is uneconomical to do so. A preliminary conference is not required, and any agreement reached with staff personnel is not binding upon the Commissioners Court.

3.3 Application for Plat Approval and Log of Items Submitted

The record owner of the property to be subdivided or the owner's duly authorized agent shall file the application for approval of a plat in the County Planning Department. If the application is submitted by the owner's agent, then the agent shall submit such information as is necessary to verify that the agent has the authority to submit for and bind the owner by his actions on a form to be provided by the Planning Department. The application shall have attached a copy of the deed or deeds showing the ownership of the land.

The Planning Department shall keep a log in the form attached in Appendix 6 **or on a form as developed by the County Planning Department** that identifies, for each document submitted during the process of seeking subdivision approval, a sequential log number, and a description of the document, the date received, and the initials of the person making the log entry. The log number shall be written upon the document and the information shall be entered upon the log promptly after the document is received by the Planning Department.

3.4 Preliminary Plat Processing

- A. The Hidalgo County Health Department and the Hidalgo County Drainage District No. 1 shall have reviewed the preliminary plat prior to submission of the application for approval. The Planning Department will review preliminary plat applications as submitted for completeness within ten (10) business days following filing of the plat application. If the submission is substantially complete and a recommendation can be made to the Subdivision Advisory Board and Commissioners Court based on the information contained therein, the preliminary plat will be put on the desired agenda date for action by the Subdivision Advisory Board and Commissioners Court. If the submission is not substantially complete or is not complete enough to secure the recommendation of the Planning Department, then a **correspondence** detailing the required additional information will be sent to the Subdivider within ten (10) business days following the filing of the plat application. Once the requested information is provided, the preliminary plat will be processed in the same manner as an original submission, and this procedure shall continue until such time as a recommendation can be made to the Subdivision Advisory Board and Commissioners Court for its consideration. **A plat located within the Extra Territorial Jurisdiction of a Municipality shall first receive approval from the City prior to the County considering the plat for preliminary or final approval.**
- B. Preliminary plats may be approved as submitted, approved conditionally, or disapproved. If approved conditionally or disapproved, the reasons for such conditional approval or disapproval shall be stated in a letter from the Subdivision Advisory Board or Planning Department to the Subdivider or his agent of record.
- C. The approval of a preliminary plat shall be good for a period of twelve (12) months from the date of Commissioners Court action. If eleven months after approval the County has not received information which would necessitate revision of a preliminary plat, then upon written application by the owner before the end of the twelve month period, the Commissioners Court may extend the approval for an additional period of six (6) months.

- D. Preliminary plats which expire due to inactivity within the twelve (12) or six (6) month period noted above shall be required to be resubmitted as any new subdivision.

3.5 Preliminary Plat Submission Requirements

- A. Form. The preliminary plat shall be drawn to a minimum scale of 1" = 100'. **Acceptable scales for a subdivision plat are 1" = 10', 1" = 20', 1" = 30', 1" = 40', 1" = 50', and 1" = 60'.** The preliminary plat shall be drawn on sheets twenty-four inches (24") wide and thirty-six inches (36") long, with a binding margin of not less than two inches (2") on the left side of the sheet and margins on the other three sides of not less than one-half inch (1/2"). A 3" x 5" area on each page, within the margins and preferably in the lower right-hand corner, shall be enclosed by a heavy line and be left blank in order to allow space for officials to note approvals or other actions on the plat. Where more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat.

The use of sticky backs, press on lettering, or transfer lettering which may lift, separate, or be removed from the original plat over a period of time shall not be accepted. Sepias or other diazo process reproducibles, which may fade, are also not acceptable.

- B. Coverage. The preliminary plat shall include topographic information on all land within five hundred feet (500') of the proposed subdivision.
- C. Quantity. The owner must submit **one 24" x 36" copy and one 11" x 17" reduction, an approved drainage report by HCDD No. 1, and a memorandum of approval from the Right of Way Department and the Department overseeing the On-Site Sewage Facilities Program (OSSF) indicating the soil is adequate for OSSF use. Comments will be provided based on the aforementioned submittals. No review will be conducted until the aforementioned items are received by the Planning Department. Comment sheets will be returned to the owner or authorized representative identifying any information lacking on the proposed plats. The owner or authorized agent shall submit one 24" x 36" copy and one 11" x 17" reduction addressing the comments provided by County staff. Once it is determined that comments have been addressed, the owner or authorized agent shall submit 16 11" x 17" copies of the complete set of the preliminary plat and its supporting information.**
- D. Required Supporting Information. The following information shall be provided with or upon the preliminary plat. Proposed topographic and utility details may be shown on the preliminary plat or on a separate plat for clarity. All work by an engineer or a surveyor must be signed, sealed, and dated.
1. Legal description. The legal description of the land to be subdivided shall be sufficient for the requirements of title examination.
 2. Statement of conformance or list of variances. The statement shall declare that the preliminary plat (including its supporting information) conforms to these Rules (including the associated Appendices) or shall list the instances in which it does not comply with these Rules, the reason for each such non-compliance, and whether a variance is requested.

3. Location map. A location map or sketch at a scale of not more than 4000 feet to one inch shall show the proposed subdivision, existing adjacent subdivisions, school district lines, and state and county roads in the vicinity.
4. Vicinity map. A vicinity sketch or map at approximately 1" to 400' scale shall show existing subdivisions, streets, easements, rights-of-way, parks and public facilities, tracts of acreage in the vicinity, the general drainage plan and ultimate destination of water, and possible storm sewer, water, gas, electric, and sanitary sewer connections by arrows.
5. Location with respect to any municipal ETJ line. A statement of the whether any part of the proposed subdivision lies within any extraterritorial jurisdiction of a municipality (under Texas Local Govt. Code § 42.021 or 212.001) shall be provided. If an ETJ line traverses the subdivision, it shall be delineated and identified upon the preliminary plat. **Label the Precinct in which the proposed Subdivision is located.**
6. Map of earlier plat. If the subdivision is part of a previously filed subdivision plat, a map shall be provided showing the portion of the earlier-filed plat that is owned by the Subdivider and included in the preliminary plat.
7. Restrictive covenant. Any restrictive covenants proposed to be imposed for the subdivision should be attached for reference. It should be noted whether these are existing or proposed and if proposed, at what time they will be recorded, prior to or subsequent to the recording of the final plat.
8. Certification by the owner of conformance or submittal for review. The owner shall certify:
 - a. that the preliminary plat has been reviewed by and conforms to the requirements of the school district, the gas, electricity, water, telephone, and television cable companies, irrigation or water control and improvement districts and the U.S. Post Office; or,
 - b. that the agencies mentioned in the preceding paragraph were given at least ten (10) working days to review the proposed preliminary plat.

This certification shall be in letterform and shall include the name, title, address, and telephone number of the person to whom the Subdivider delivered the preliminary plat for review.

E. The preliminary plat shall:

1. include the name, address, and telephone number of the record owner(s) of lands being subdivided, and of the engineer, the surveyor, and any other persons responsible for the preparation of the data and information being submitted.
2. include the subdivision name, which shall not duplicate the spelling or the pronunciation of any existing subdivision in the County.
3. delineate the boundary of the subdivision by metes and bounds sufficiently for the requirements of title examination. Subdivision boundaries shall be indicated by a heavy line at least 1/16 inch wide. The total acreage in the subdivision shall be noted.

4. Locate the subdivision with respect to an original corner of an original survey of which it is a part.
5. show the primary control points or description used to establish the subdivision. The description, location, and tie to such control points, including all dimensions, angles, bearings, block numbers, and summary data, shall be noted.
6. Note the existing conditions within or immediately adjacent to the subdivision, including the:
 - a. location, dimension, name, and description of each existing or recorded street, alley, reservation, easement, or other public rights-of-way or visible private encumbrance upon the land within or adjacent to the subdivision, intersecting or contiguous with its boundaries, or forming such boundaries. Include the name of the subdivisions in which a street, alley, etc., is located.
 - b. location, dimension, description, and flow line of any existing watercourses, drainage structures, or irrigation structures within the subdivision or within one hundred and fifty feet (150') of the boundary of the subdivision.
 - c. location, dimension, description, and name of all existing or recorded lots and blocks, parks, public areas, or permanent structures within the subdivision or contiguous with the subdivision.
 - d. location, dimension, grade, description, and name of all existing water, sewer, electric, gas, telephone, television cable, irrigation or other utilities.
7. show the adjoining property owners' names and references to the deeds under which they hold ownership, or if the adjoining property is within a recorded subdivision, state the subdivision's name and provide the reference for where its plat is recorded in the Map Records of Hidalgo County.
8. note the date of preparation, date of survey, the scale of the plat, and the North arrow.
9. include topographic information, including contour lines for every one vertical foot. The Information shall include the flow lines of existing gutters and drainage ways. It shall be sufficiently detailed to determine the existing drainage to and from the proposed subdivision and to determine the adequacy of the proposed drainage plan. Elevations shall be based on published U.S.C. & G.S. datum **and/ or the latest adopted and accepted County datum** and the benchmark used shall be noted on the plat. **The location of the required benchmarks shall be determined by Plat Engineer and approved by the Planning Department. The Planning Department as deems necessary may require additional benchmarks on the plat to provide a closer spacing between benchmarks.**
10. show the proposed general plan for storm water drainage in sufficient detail to indicate the location of drainage ditches or structures and the direction of flow.
11. show the approximate location, dimensions, and description of all proposed street rights-

of-way, alleys, drainage structures, parks, squares, other public areas, reservations, easements, other rights-of-way, blocks, lots (lettered or numbered consecutively), permanent survey monuments, and other sites within the subdivision. The proposed width of each proposed street shall be measured at right angles, or radially where curved.

12. name the proposed streets. The name of a proposed street shall conform to the name of an existing street of which it may become an extension **of or is in alignment with** but otherwise shall not duplicate or conflict with the recognized name of any other street located in the area subject to these Rules.
13. show building setback lines, as follows, on all lot lines **or label them on the plat within the general note section:**
 - (a) **FRONT SETBACK:** Building shall be setback a minimum of one half (½) of the width of the Street right-of-way which it faces, but not to exceed 50 feet if the street is a Farm-to Market Road or Main Arterial Street, or 25 feet if the street is a collector or minor street.
 - (b) **SIDE SETBACK:** Building shall be setback a minimum of six (6) feet from side property lines.
 - (c) **REAR SETBACK:** Building shall be setback a minimum of fifteen (15) feet from rear property lines.
 - (d) **CORNER SETBACK:** Building shall be setback a minimum of ten (10) feet from the side property line on Corner Lots **adjacent to internal residential streets.**
 - (e) **GARAGE/CARPORT SETBACKS:** Building shall be setback a minimum of eighteen feet (18') from the side property line on corner lots accessing a minor residential street. Front entry garages shall be setback a minimum of eighteen feet (18') from the front building setback.
 - (f) **FRONT SETBACK TO ENCLOSED GARAGE/CARPORT:** Building shall meet the front building setback as listed above or 18 feet when fronting on a cul-de-sac.
 - (g) **SETBACKS FOR STRUCTURES LOCATED ON VARIOUS DESIGNATED ROADS AS PER THE COUNTY THOROUGHFARE PLAN:** Building shall be setback as follows:

<u>Road Designation</u>	<u>Front</u>	<u>Corner Side</u>
Main Arterial	40'	20'
State Highway/FM Road	50'	20'
 - (h) **CUL-DE-SAC LOT FRONT SETBACK:** Except for garages, Structures shall be setback a minimum of fifteen feet (15') from the front property line.

Note: If the setback lines conflict with the lines adopted by the Municipality, the Municipality setback lines prevail if they are in the extraterritorial jurisdiction of the Municipality.

14. Show the **gross area** contained within each lot or tract to the nearest one-tenth (1/10) of an acre.
15. Show the limits of any flood hazard areas and the proposed finish floor elevation of any building within these flood hazard areas. **Each finish floor elevation documented within these flood hazard areas shall reference a U.S.G.S. datum and/or the latest adopted and accepted County datum and shall identify the elevation in inches required to elevate the structure to the proposed finish floor elevation. This information may be provided on the lots or in a table format on the face of the plat. The Engineer shall use the centerline of the street as a reference point when stating the height the structure will be raised to meet minimum flood plain regulations. In cases where the lot is larger than average, the Engineer may use the natural ground elevation where the structure will be located as a reference point when stating the height the structure will be raised to meet minimum flood plain regulations.**
16. **Note minimum floor elevations on each Lot, depicting the minimum finished habitable floor elevation which shall be not less than eighteen (18") inches above the center line of the street the lot faces or eighteen inches (18") above natural ground, whichever is greater, unless otherwise noted by the Engineer of record and approved by the County in accordance with local drainage patterns and topography for the area. This information may be provided on the lots or in a table format on the face of the plat.**

3.6 Final Plat Processing

- A. Application. The Subdivider shall sign and date an application for final plat approval on a form to be provided by the Planning Department. On the application the Subdivider shall fully describe all infrastructure (streets, drainage facilities, water facilities, wastewater facilities, etc.) that has been completed or installed **or will be completed or installed (applies to plats being approved with letter of credit)** to serve the subdivision as of the date of the application for final plat approval. As part of the application, the Subdivider shall also sign and list all the documents accompanying or attached to the final plat. A set of these documents shall be kept together during the review and approval process and through the recordation of the plat and the identified documents. Any substitutions or additions to the documents to be recorded shall be noted and dated on an addendum to the application form.
- B. The final plat and its accompanying data shall be reviewed by the County Planning Department, the Hidalgo County Subdivision Advisory Board and the Commissioners Court within the 60 day period following submission of the complete application. If all required information is contained within the submission and the final plat is complete in every respect, the plat shall be presented to the Subdivision Advisory Board and the Commissioners Court for its approval. If the application is incomplete, the County Planning Department shall make note of such requirements in letters to the Subdivider and the engineer or surveyor of record within ten (10) business days of the date of the application.
- C. Upon submission of the requested additional information, the process of review will continue, and this process of review and resubmission shall continue until the application is complete in every respect. The final plat shall then be placed before the Subdivision Advisory Board and the Commissioners Court for approval or disapproval. No conditional approval of the final plat shall

be granted.

3.7 Final Plat Submission Requirements

- A. Form. The final plat shall be drawn to a minimum scale of 1" = 100'. **Acceptable scales for a subdivision plat are 1" = 10', 1" = 20', 1" = 30', 1" = 40', 1" = 50', and 1" = 60'.** The final plat shall be drawn on sheets twenty-four inches (24") wide and thirty-six inches (36") long, with a binding margin of not less than two inches (2") on the left side of the sheet and margins on the other three sides of not less than one-half inch (½"). A 3" x 5" area on each page, within the margins, and preferably in the lower right-hand corner, shall be enclosed by a heavy line and be left blank except for notations by officials of approvals or other actions on the plat. Where more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat. The documents attached to or accompanying the final plat that are required to be recorded shall likewise be placed on a sheet or sheets twenty-four inches (24") wide and thirty-six inches (36") long.
- B. General Content. The final plat and its accompanying information shall be complete and in conformance with the approved preliminary plat and its conditions of approval, and shall incorporate all changes, corrections, and conditions required during the preliminary plat approval process. The topography shown on the final plat shall be the post-development topography **if the development has been constructed prior to recording the Plat. If a plat is being submitted for recording with a letter of credit then the topography shown on the final plat may be the existing condition. Engineer/Surveyor shall certify that all proposed construction will be in accordance with the County requirements and all changes and post-development topography will be documented on the As Built submitted to the Planning Department.**
- C. Quantity. Fifteen **11" x 17"** copies of the final plat and its required supporting information shall be submitted, along with one reproducible original of the final plat itself.
- D. Required Supporting Information. The following information shall be provided with or upon the final plat. All work by an engineer or a surveyor must be signed, sealed, and dated.
1. Statement of conformance or list of variances. The statement shall declare that the final plat (including its supporting information) conforms to these Rules (including the associated Appendices) or shall list the instances in which it does not comply with these Rules, the reason for each such non-compliance, and whether a variance is requested.
 2. Utility provider letters. Letters from utility providers, including irrigation or water control and improvement districts, other than water and sewer, shall be submitted showing that the utility has reviewed the proposed subdivision, that easements shown on the proposed plat are adequate, and that the Subdivider has made all arrangements necessary for the utility company to service the subdivision. All approvals must be dated not more than 6 months prior to the date the final plat application is received. The approval may be noted on the face of the plat in lieu of a letter being provided.
 3. Street and drainage plans. Six sets of construction plans and specifications for streets and drainage improvements and the associated construction cost estimates shall be provided. The plans and specifications shall conform to these Rules (including the Appendix).
 4. Water and sewage plans. When necessitated by the Model Rules, six sets of construction plans and specifications for water and sewer improvements and the associated construction cost

estimates shall be provided. The plans and specs shall conform to these Rules (including the Appendix).

5. Tax certificates. Tax certificates from the school district, the county, and any other taxing district stating that all ad valorem taxes and flat rate or other assessments have been paid shall be provided.

E. The final plat shall:

1. Be certified by a surveyor or engineer registered to practice in this state.
2. Define the subdivision by metes and bounds.
3. Locate the subdivision with respect to an original corner of an original survey of which it is a part.
4. Describe each lot, number each lot in progression, and give the dimensions of each lot.
5. State the dimensions of and accurately describe each already existing or recorded lot, street, alley, square, park, reservation, easement, or other right-of-way or encumbrance within the land being subdivided.
6. State the dimensions of and accurately describe each lot, street, alley, square, park, or other part of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part.
7. Note the type and location of all monuments and whether each was found or set.
8. Describe the general drainage pattern for the area and note all drainage easements, channels, and structures.
9. Identify and describe all easements for utilities and irrigation facilities.
10. comply with various requirements in Title M (Model Rules), if the subdivision falls within the scope of sections M.1.5(a) and M.2.1 of this title, including requirements related to:
 - a. the minimum standards set out in Chapter 2 of Title M regarding water, wastewater, greywater, sludge disposal, setbacks, and the number of dwelling units per lot.
 - b. The final engineering report described in section M.3.2.
 - c. the execution of an agreement with the county for the provision of certain improvements, and a bond or other financial guarantee (such as a cash deposit or a letter of credit) securing the agreement, as described in section M.3.4.
11. Note on the face of the plat any variance already granted by the Commissioners Court, along with the date such variance was granted.
12. Note on the face of the plat the requirement that each purchase contract made between a Subdivider and a purchaser of the land in the subdivision contain a statement describing the extent to which water will be made available to the subdivision and, if it will be made available, how and when.
13. Note minimum floor elevations on each Lot, depicting the minimum finished habitable floor elevation which shall be not less than eighteen (18") inches above the center line of the street the lot faces or eighteen (18") inches above natural ground, whichever is greater,

unless otherwise noted by the Engineer of record and approved by the County in accordance with local drainage patterns and topography for the area. This information may be provided on the lots or in a table format on the face of the plat.

14. A digital copy of the plat in DWG, DXF, or a format as required by the County shall be submitted to the Hidalgo County Planning Department with the initial plat review and prior to final approval from the Subdivision Advisory Board and Hidalgo County Commissioner's Court. Any changes conducted during the construction of the improvements shall be documented on the plat.
15. As-Built plans in DWG, DXF, or a format as required by the County shall be submitted along with a letter of certification stating that all construction has been conducted in accordance with County specifications and that said As-Built's are a true representation of the improvements conducted at the site.
16. Provide plat notes on the face of the plat as outlined in the Appendix of these rules.

F. The owner or proprietor of the tract or the owner's or proprietor's agent must acknowledge the plat in the manner required for the acknowledgment of deeds.

3.8 Review and Approval of Final Plats by Commissioners Court

- A. Scope of Review. The Commissioners Court will review the final plat (and its supporting information) to determine whether it meets the requirements of these Rules and state law.
- B. Disapproval. The Commissioners Court shall refuse to approve a plat if it does not meet the requirements prescribed by or under these Rules or state law.
- C. Disapproval of any preliminary plat or final plat by the Commissioners Court shall be deemed a refusal by the County to accept the offered dedications, if any, shown thereon. Approval of a plat shall not be deemed an acceptance of the proposed dedications and shall not impose any duty upon the County concerning the maintenance or improvements of any such dedicated parts until the proper authorities of the County have actually appropriated the same by an order of the Hidalgo County Commissioners Court, or by entry, use, or improvement.

Road and drainage bond requirements.

1. The Commissioners Court may require the owner to execute a bond or other financial guarantee to assure the construction of the streets and drainage improvements. The bond must:
 - a. be payable to the county judge or to the judge's successors in office;
 - b. be in an amount determined by the Commissioners Court to be adequate to ensure proper construction of the roads and streets in the subdivision and the drainage improvements, but not to exceed the estimated cost of construction of the roads and streets and the drainage improvements;
 - c. be executed with sureties as may be approved by the Court;
 - d. be executed by a company authorized to do business as a surety in this state if the Court requires a surety bond executed by a corporate surety; and be conditioned

that the roads and streets and the drainage improvements will be constructed:

- (1) in accordance with the specifications adopted by the Court; and
 - (2) within a reasonable time set by the Court.
2. In lieu of the bond an owner may deposit cash, a letter of credit issued by a federally insured financial institution, or other acceptable financial guarantee.
3. If a letter of credit is used, it must:
- a. list as the sole beneficiary the county judge; and
 - b. be conditioned that the owner of the tract of land to be subdivided will construct any roads or streets in the subdivision and the drainage improvements:
 - (1) in accordance with the specifications adopted by the Court; and
 - (2) within a reasonable time set by the Court.
- E. As noted in 3.7.D.10.C, if the subdivision is subject to the Model Rules, a bond or other financial guarantee is required to assure completion of unconstructed water and wastewater facilities.

3.9 Release of Approved Final Plat for Recording

- A. Any variance granted by the Commissioners Court shall be noted on the face of the plat, along with the date such variance was granted, prior to release of the plat for recording.
- B. Upon submission to the County Planning Department of all required bonds and other financial guarantees, and the tender of the recording fee as required by the County Clerk, the County Planning Department will release the plat for recording.
- C. The plat (with its required attachments) must be filed and recorded with the County Clerk. The plat is subject to the filing and recording provisions of Section 12.002, Property Code.

CHAPTER 4 -INTENTIONALLY OMITTED

CHAPTER 5 - VARIANCES

5.1 General Requirements

Where literal enforcement of some provision contained in these Rules will result in undue hardship to the Subdivider, and when a variance from such provision is in harmony with the general purpose and intent of these Rules so that the public health, safety, and welfare may be secured and substantial justice done, the Commissioners Court shall, subject to the limitations under state law, have the authority to grant a variance from the provision. Pecuniary hardship to the applicant, standing alone, shall not be deemed to constitute undue hardship. A variance shall not be granted if it would have the effect of preventing the orderly development of other land in the area in accordance with the Hidalgo County Subdivision Rules.

5.2 Limitations under State Law

- A. A variance may be granted to a requirement of these Rules only insofar as that requirement is not mandated by state law.
- B. Variance from the Model Rules. The Commissioners Court may grant an exemption for a subdivision from the requirements of the Model Rules (Title M) only if the county supplies the subdivision with water supply and sewer services that meet the standards of the Model Rules.

5.3 Special Types of Variances

- A. Type 1 - Pre-existing Conditions Variance. A request for a Type 1 variance must be based upon facts that existed prior to the effective date of these Rules. It must be shown that the property and the conditions for which a variance are being requested existed prior to July 3, 1990, that the Subdivider has no other property adjacent to or within two hundred feet (200') of the subject tract, that there is no possible way that the Subdivider could comply with strict literal enforcement to these Rules, and that granting of such a variance would not injure the public health, safety, or welfare.
- B. Type 2 - Harmless Variance. A variance that would not be harmful to the public health, safety, or welfare.

5.4 Application for Variance

An application for a variance shall be made in writing to the County Planning Department. The application shall state specifically which chapter, section, or subsection a variance is being requested from and shall contain all information which the Subdivider feels supports the requested variance.

An application for an exemption from the requirements of the Model Rules must be accompanied by an estimate, prepared by an engineer, of the cost for the county to supply the subdivision with water supply and sewer services that meet the standards of the Model Rules.

5.5 Procedure for Review of Application for Variance

The Commissioners Court makes the ultimate decision on an application for a variance, following review

and recommendation by the County Planning Department and the Hidalgo County Subdivision Advisory Board or both, as applicable. The applicant may withdraw a request for a variance at any point in the process. A variance is usually requested at the time of submission of the preliminary plat. A variance may be sought before the submission of a preliminary plat provided the information on or with the preliminary plat is not required for determination of the variance request. A variance may also be requested at the time of submission of the final plat.

A. Review by County Planning Department.

An application is first reviewed for completeness by the County Planning Department. The County Health Department, Hidalgo County Drainage District No. 1, and the Planning Department then review the complete application on its merits. If the requested variance meets the criteria of a Type 1 or Type 2 variance, the County Planning Department may make a recommendation to deny the variance, to grant it, or to grant it with conditions. After the County Planning Department has determined that a variance does not meet the Type 1 or Type 2 criteria, or after the County Planning Department has made a recommendation on a Type 1 or Type 2 variance, or upon the written request of the applicant (either before or after the County Planning Department has made a determination or a recommendation), an application shall be scheduled for review and recommendation at a public hearing of the Hidalgo County Subdivision Advisory Board. Additional information may be attached to the application by the County Planning Department (with a copy being provided to the applicant), and packages of all information shall be forwarded to the Hidalgo County Subdivision Advisory Board members at least four days prior to the meeting date.

B. Review by Hidalgo County Subdivision Advisory Board.

The Subdivider shall have the opportunity to make an oral presentation. The representative of the County Planning Department shall be given an opportunity to present such additional information as he or she feels necessary. The public hearing shall be conducted in a courteous manner with everyone being given ample chance to speak without interruption by others. The Board's decision--a recommendation to deny the variance, to grant it, or to grant it with conditions--shall be reached by a simple majority of the members present. Minutes of the meeting will be kept by the County Clerk or a Deputy County Clerk.

The applicant shall be mailed a written notice of the decision, or of the Board's failure to reach a decision, within five (5) days after the conclusion of the hearing. The notice shall be signed by the chair of the Board or by two members thereof. Copies shall also be provided to the County Planning Department and the County Clerk. The Planning Department shall then request a public hearing on the variance before the Commissioners Court.

C. Consideration by Commissioners Court

The Commissioners Court shall hold a public hearing on the application for the variance. The applicant and the County Planning Department shall have at least five (5) days notice of the Commissioners Court's hearing on the application. The Commissioners shall be provided copies of all pertinent written information developed during the review of the variance. After providing an opportunity for all concerned to be heard, the Commissioners Court shall proceed to deny the variance, to grant it, or to grant it with conditions. The full extent of the reasons for such a variance, when granted, shall be duly recorded in the Minutes of the Commissioners Court. If the Commissioners Court grant an exemption for a subdivision from the requirements of the Model Rules (Title M hereof), the Court shall identify the source

of funding to supply the subdivision with water and sewer services that meet the requirements of the Model Rules.

5.6 Notation of Variance on Plat

Any variance granted shall be noted on the face of the plat, along with the date such variance was granted, prior to recording of the plat.

CHAPTER 6 - ENFORCEMENT

6.1 General Enforcement Authority under Texas Local Govt. Code § 232.005(a) & (b)

- A. At the request of the Commissioners Court, the criminal district attorney, or other attorney employed by the Court for this purpose, may file an action in a court of competent jurisdiction to:
 - 1. enjoin the violation or threatened violation of a requirement established by, or adopted by the Commissioners Court under Sections 232.001 through 232.0045, Texas Local Government Code; or
 - 2. recover damages in an amount adequate for the county to undertake any construction or other activity necessary to bring about compliance with a requirement established by, or adopted by the Commissioners Court under Sections 232.001 through 232.0045, Texas Local Government Code.
- B. A person commits an offense if the person knowingly or intentionally violates a requirement established by, or adopted by the Commissioners Court under Sections 232.001 through 232.0045, Texas Local Government Code. An offense under this subsection is a Class B misdemeanor. This subsection does not apply to a violation for which a criminal penalty is prescribed by Section 232.0048, Texas Local Government Code.

6.2 Additional Enforcement

See state law and Chapter 4 of Title M for other provisions related to enforcement.

TITLE B. DIVISIONS OF LAND OUTSIDE THE CORPORATE LIMITS OF A MUNICIPALITY AND SUBJECT TO SUBCHAPTER B OF CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE

CHAPTER 1 - GENERAL AND ADMINISTRATIVE PROVISIONS

1.1 Applicability; Location of Land

The rules in this title (which together with the related appendices are referred to as “these Rules”) apply to land that is subdivided into two or more lots that are intended primarily for residential use in the jurisdiction of Hidalgo County. A lot is presumed to be intended for residential use if the lot is five acres or less. For purposes of these Rules, land is considered to be in the jurisdiction of Hidalgo County if the land is located in the County and outside the corporate limits of a municipality. These Rules do not apply if the subdivision is incident to the conveyance of the land as a gift between persons related to each other within the third degree of affinity or consanguinity, as determined under Chapter 573, Government Code. A subdivision of a tract under this section includes a subdivision of real property by any method of conveyance, including a contract for deed, oral contract, contract of sale, or other type of executory contract, regardless of whether the subdivision is made by using a metes and bounds description.

1.2 General Requirement; Plat Required

For any division of land subject to this title, the owner or owners thereof and their agents shall comply with the requirements of these Rules and applicable state and federal laws. In particular and without limitation, the owner of the tract of land must have a plat prepared and recorded in accordance with these Rules, Chapter 232 of the Texas Local Government Code, Chapter 12 of the Texas Property Code, and (if the land is within a municipality’s ETJ under Texas Local Government Code §§ 42.021 and 212.001) the municipality’s subdivision rules and Chapter 212 of the Texas Local Government Code.

1.3 Responsibility for Costs

The owner or owners of the land being subdivided shall be responsible for costs of improvements as required by these Rules.

1.4 Conflict of Interest under Local Govt. Code § 232.034

- A. In this section, “subdivided tract” means a tract of land, as a whole, that is subdivided into tracts or lots. The term does not mean an individual lot in a subdivided tract of land.
- B. A person has an interest in a subdivided tract if the person:
 - 1. has an equitable or legal ownership interest in the tract;
 - 2. acts as a developer of the tract;
 - 3. owns voting stock or shares of a business entity that:
 - a. has an equitable or legal ownership interest in the tract; or
 - b. acts as a developer of the tract; or
 - 4. receives in a calendar year money or any thing of value from a business entity described by subdivision 3.
- C. A person also is considered to have an interest in a subdivided tract if the person is related in the

second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to a person who, under subsection B, has an interest in the tract.

- D. If a member of the Commissioners Court has an interest in a subdivided tract, the member shall file, before a vote or decision regarding the approval of a plat for the tract, an affidavit with the county clerk stating the nature and extent of the interest and shall abstain from further participation in the matter. The affidavit must be filed with the county clerk.
- E. A member of the Commissioners Court of a county commits an offense if the member violates subsection D. An offense under this subsection is a Class A misdemeanor.
- F. The finding by a Court of a violation of this section does not render voidable an action of the Commissioners Court unless the measure would not have passed the Commissioners Court but for the vote of the member who violated this section.
- G. A conviction under subsection E constitutes official misconduct by the member and is grounds for removal from office.

1.5 Definitions

- A. Rules of Definition: Words used in the present tense shall include the future, words used in the singular number shall include the plural, and words used in the plural number shall include the singular.
- B. Definitions of words and terms: The following words and terms, when used in these Rules, shall have the following meanings unless the context indicates otherwise. Definitions not expressly prescribed herein are to be construed in accordance with customary usage in governmental planning and engineering practices.

“Block” means a piece or parcel of land typically surrounded by public streets on no fewer than three (3) sides and normally containing several lots or the equivalent area.

“Building” any structure used or intended for supporting or sheltering any use or occupancy.

“Building line” or “building set-back line” means a line established, in general, parallel to the property line, between which and such property line, no part of a building shall project.

“Common Promotional Plan” means any plan or scheme of operation undertaken by a single Subdivider or a group of Subdividers acting in concert, either personally or through an agent, to offer for sale or lease lots when the land is (a) contiguous or part of the same area of land; or (b) known, designated, or advertised as a common unit or by a common name.

“Commissioners Court” or “Court” means the duly elected Commissioners Court of Hidalgo County, Texas, acting in its official capacity.

“Corner Lot” means a lot, which is located adjacent to, or abutting, two intersecting streets, roads or highways.

“County Engineer” means an Engineer who has been appointed, employed or retained by the Commissioners Court to be responsible for all engineering matters concerning compliance of proposed subdivisions with these Rules. In the absence of the County Engineer, the Hidalgo County Subdivision Advisory Board or another entity or person duly appointed by Commissioners Court shall have the authority to act in place of the County Engineer insofar as these Rules are concerned.

“County Planning Department” or “Planning Department” means the department established by the Court for the purpose of reviewing compliance with these Rules.

“Drainage Easement” means an interest in land granted to the public generally, to a political subdivision of the state and/or to an individual land owner, for installing or maintaining drainage ditches, pipelines, box structures or other facilities for the conveyance of storm or runoff water across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said facilities.

“Easement” means an interest in land granted to the County, to the public generally, and/or to a utility corporation for a specific purpose or purposes over, across, or under private land, together with the right to enter thereon with vehicles and machinery necessary for the maintenance of said interest. Unless an easement is dedicated and accepted in writing, the County shall not be obligated to maintain it.

“Engineer” means a person duly authorized under the provisions of the Texas Engineering Practice Act (Revised Civil Statutes art. 3271a) to practice engineering, or a firm employing such persons and practicing engineering in compliance with the Texas Engineering Practice Act.

“ETJ” means extraterritorial jurisdiction (see below).

“Extraterritorial jurisdiction” means the land area surrounding a municipality’s corporate limits as determined, depending upon the context, by Texas Local Government Code § 42.021 (for a distance that increases with a municipality’s population) or § 212.001 (for a distance of five miles for a municipality with population by decennial census of 5,000 or more).

“Final plat” means a map or drawing showing the proposed subdivision and any accompanying material prepared as described in these Rules and state law.

“Flood Insurance Rate Map” means an official map or plat showing boundaries of flood zones published by FEMA (the Federal Emergency Management Agency) for the National Flood Insurance Program.

“Floodplain” means any area in the 100-year floodplain that is susceptible to being inundated by water from any source or that is identified by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 through 4127).

“Hidalgo County Subdivision Advisory Board” or “Subdivision Advisory Board” means the group of persons chosen by the Commissioners Court with responsibilities to review proposed subdivisions as set out in these Rules.

“Irrigation easement” means an interest in land granted to the public generally, to a political subdivision of the state and/or to an individual land owner, for installing or maintaining irrigation ditches, canals, pipelines, and structures across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said irrigation facilities.

“Lease” includes an offer to lease.

“Lot” means a parcel into which land that is intended for residential use is divided.

“Lot depth” means the length of a line connecting the mid-points of the front and rear lot lines, which line shall usually be at right angles to the front lot line or radial to a curved lot line.

“Lot width” means the length of a line (drawn perpendicular to the lot depth line) connecting the side lot lines at the building setback line or at a point no farther than 35 feet from the front lot line if the length at such point is greater.

“Minimum state standards” means the minimum standards set out for:

- (A) adequate drinking water by or under Section 16.343(b)(1), Water Code;
- (B) adequate sewer facilities by or under Section 16.343(c)(1), Water Code; or
- (C) the treatment, disposal, and management of solid waste by or under Chapter 361 and 364, Texas Health and Safety Code.

“Monument” means a concrete monument, an iron rod, an iron pipe or other such evidence used to mark the boundaries of subdivisions and lot or block corners.

“100-Year Flood” - Means a flood of such magnitude as may reasonably be expected to be equaled or exceeded on an average of once every 100 years; the term also means that level of flooding having a one (1) percent probability of occurrence in any year.

“Pavement width” means the portion of a street available for vehicular traffic; where curbs are laid, it is the portion between the faces of the curbs.

“Person” means an individual, firm, corporation, or other legal entity.

“Preliminary plat” means the drawing or map and accompanying documents prepared in accordance

with these Rules in which the plan for a subdivision is initially presented by the Subdivider to the County.

“Plat” means **“final plat”** as defined above. A re-plat or re-subdivision is considered a plat.

“Private Street” means a vehicular access way under private ownership and maintenance providing access to buildings containing residential dwelling units or any park located more than 300 feet from an approved public street right-of-way. A private street shall also include any vehicular access to three or more residential units. Parking lots and private driveways within shopping centers, institutions, commercial areas, and industrial developments will not be considered as private streets.

“Public Street” means an area, parcel, or strip of land, which provides primary vehicular access to adjacent property, or land and provides general community vehicular circulation (whether designed as a street, highway, freeway, thoroughfare, avenue, lane, boulevard, road, place, drive, or however otherwise designated) and which is dedicated or granted for public purposes.

“Residential use” includes single-family residential uses; two-family uses; and multi-family residential apartment or townhouse uses.

“Right-of-way” or “ROW” means the area within the outermost boundaries of a street or road, including the area for a constructed watercourse or drainage ditch.

“Sell” includes an offer to sell.

“Sewer,” “sewer services,” or “sewer facilities” means treatment works as defined by Section 17.001, Water code, or individual, on-site, or cluster treatment systems such as septic tanks and includes drainage facilities and other improvements for proper functioning of septic tank systems.

“Shall” is mandatory and **“may”** is permissive.

“Street” means a ROW, however designated, which provides primary vehicular access to adjacent land. See also **“Public Street”** defined above and the classifications of streets in section 2.2 of these Rules.

“Subdivide” means to divide the surface area of land into lots intended primarily for residential use.

“Subdivider” means an individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots as part of a common promotional plan in the ordinary course of business.

“Subdivision” means an area of land that has been subdivided into lots for sale or lease.

“Surveyor” means a licensed state land surveyor or a registered professional land surveyor, as authorized by the Texas Professional Land Surveying Practices Act (Revised Civil Statutes art. 5282c) to practice the profession of surveying.

“Utility” means a person, including a legal entity or political subdivision, which provides the services of:

- (A) an electric utility, as defined by Section 31.002, Texas Utilities Code;

- (B) a gas utility, as defined by Section 101.003 Utilities Code; or
- (C) a water and sewer utility, as defined by Section 13.002, Water Code.

“Utility easement” means an interest in land granted to the public generally and/or to a private or public utility corporation or political subdivision of the state, for installing or maintaining utilities across, over, or under private land, together with the right to enter thereon with machinery and vehicles necessary for the maintenance of said utilities.

CHAPTER 2- GENERAL SUBDIVISION DESIGN

2.1 General Principles

In accordance with Texas Local Government Code Chapter 232.101 the Commissioners Court has adopted the rules contained herein for governing plats and subdivisions of land within the unincorporated area of the County to promote the health, safety, morals, or general welfare of the County and the safe, orderly, and healthful development of the unincorporated area of the County.

- A. This chapter contains many general design requirements. Further specific requirements for construction of streets and drainage are contained in the Appendix.
- B. Layout. The subdivision layout shall make reasonable provisions for development of adjacent land.
- C. Name of Subdivision. Duplication of subdivision names shall be prohibited.

2.2 Classifications of Streets

Streets are classified as follows:

- A. **“Farm to Market Road”** means a road so designated by the Texas Department of Transportation. It shall have a right-of-way of not less than 120 feet.
- B. **“Main-Arterial Street”** means a public street, which provides for the major vehicular circulation, or cross-towns, loops, by-pass, or radial routes of the region, county, or city. Such a street is typically over 5 miles in length. It shall have a right-of-way width of not less than 50 feet or more than 100 feet and a pavement width of not less than 32 feet or more than 56 feet.
- C. **“Collector Street”** means a public street, which provides for expeditious movement of vehicular traffic within a neighborhood, collecting traffic from minor streets and connecting to other major streets. Such a street is typically 2 to 5 miles in length. It shall have a right-of-way width of not less than 50 feet or more than 100 feet and a pavement width of not less than 32 feet or more than 56 feet.
- D. **“Minor Street”** means a street which is used primarily for access and circulation to abutting residential properties and which is intended to serve traffic within a limited area. Such a street is typically less than 2 miles in length. It shall have a right-of-way width of not less than 40 feet or more than 70 feet and a shoulder-to-shoulder width of not less than 25 feet or more than 35 feet.
- E. **“Alley”** means a minor public right-of-way which provides a secondary means of vehicular access to abutting property and which is used primarily for vehicular traffic to the rear or side of properties which otherwise abut on a “public street” as that term is defined herein.
- F. **“Cul-de-sac”** means a short public street having but one opening or access to another public street and terminating in a vehicular turn-around.

- G. **“Dead-end street”** means that portion of a public street, which initially has only one opening or access to another public street but which will be extended at a later date.

2.3 Non-applicability to Various Driveways and Parking Lots

Notwithstanding the foregoing classifications, the following shall not be considered to be within the purview of these Rules:

- A. Any driveway designed or used principally to provide vehicular access to the outbuildings appurtenant to any principal building, or to provide vehicular access to a delivery platform or an entrance of a building appropriate for the delivery thereto of goods or merchandise, and located wholly on private property.
- B. An area appurtenant to a store or a group of stores, a theater, a church, or any similar establishment, designed or used primarily for a vehicular parking lot or vehicular parking facilities by customers, patrons, or employees of the establishment or group of establishments in question.
- C. An entrance or roadway designed or used to provide either vehicular entrance to or communication or passage between the several units of a single industrial or commercial establishment or group of such establishments which are under common control or management; provided such industrial or commercial entranceway or roadway shall be considered a public street under the terms of these regulations if it has entrances upon two or more public streets unless there are at each of such entrances gates, chains, or watchmen by which all persons are prevented from using the same except those employed by or having business to conduct at such industrial or commercial establishment in question.
- D. An entrance or driveway designed or used to provide principal or primary vehicular access to any apartment building or a group of apartment buildings designed for multi-family occupancy and under one ownership. Such entrance or driveway shall not be used to provide public access to adjacent areas.

2.4 Street and Alley Layout

- A. **General** - The street pattern of a neighborhood shall provide adequate circulation within the subdivision and yet discourage excessive through traffic on minor or local streets. The arrangement, character, extent, width, grade, and locations of all streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public safety and convenience, and to the proposed uses of the land to be served by such streets. If any portion of a collector or main arterial street traverses any part of the land being subdivided, that portion of the main or collector street, as planned at the proposed right-of-way width, shall be incorporated in the subdivision plat and shall be dedicated to the appropriate government. The street layout shall be devised for the most advantageous development of the entire neighborhood and shall conform to connecting streets in land adjacent to the new subdivision. Provisions shall be made within the subdivision to provide street access to adjacent undeveloped acreage in such a way as to assure adequate circulation for future development. Dead-end streets and those which do not conform to adjacent established streets are to be avoided whenever possible. Dead end streets shall be

terminated with a temporary cul-de-sac easement, which will be automatically abandoned upon the extension of a street into adjacent properties. Where a subdivision abuts or contains an existing or proposed Major Street, reverse frontage lots may be appropriate. When reverse frontage lots are designated, access shall be denied to the major street, and screen planting or a screening device shall be provided along the rear property line abutting such existing or proposed major streets. Paved alleys shall be provided in commercial and industrial developments, except where other definite and assured provision is made for service access, such as off-street loading, unloading, and parking consistent with an adequate plan for the uses proposed. The street system layout shall be so designed, insofar as practicable, to preserve natural features such as trees, brooks, hilltops, and scenic views and other such features. There shall be no reserve strips controlling access to land dedicated or intended to be dedicated to public use. The street system layout shall provide for the acceptable disposal of storm water, and provision shall be made by the Subdivider to handle storm water to comply with provisions elsewhere in these regulations and other regulations of the County.

B. Minimum Right-of-Way Width Requirements including streets in commercial and industrial subdivisions:

- Farm to Market Road - 120 feet,
- Main Arterial Streets - not less than 100 feet;
- Collector Streets - not less than 80 feet;
- Minor Streets - not less than 50 feet,

In any event The Hidalgo County Thoroughfare Plan shall govern all right-of-way widths as identified in said plan.

Where proposed streets are extensions of existing or planned streets, having a right-of-way width greater than that specified herein, the proposed streets shall be the same width as the existing or planned streets. Where the proposed subdivision abuts upon an existing street that does not conform to these width requirements, the Subdivider shall dedicate right-of-way sufficient to provide for the full right-of-way width. Alleys are not permitted, unless required by a municipality-exercising jurisdiction over the subdivision within its ETJ. Where required by a municipality, Alleys shall conform to the municipality's requirements.

C. Curves - The minimum centerline radius on curves shall be 2,000 feet for a Main Arterial, 800 feet for a Collector, and 100 feet for a Minor street. The minimum tangent distance between reverse curves shall be 100 feet.

D. Offsets - Street centerlines, if offset, must be offset a minimum distance of 125 feet on centerline. Offset distances shall be indicated on the final plat.

E. Intersections:

1. All streets and alleys are to intersect at a 90-degree angle with departures of more than 20 degrees subject to approval through the variance procedure upon evidence of good cause such as topography. Corners are to be rounded or have a corner clip or radii as shown below:
 - a. Farm to Market - 50' tangent clip

- b. Main Arterial - 50' tangent clip
 - c. Collector - 25' tangent clip or radii
 - d. Minor - 25' external tangent clip or radii, or 15' internal tangent clip or radii, as applicable.
2. Acute angle intersections, as may be approved, are to have 30-foot additional radii at acute corners.
 3. Street or alley intersections with or extending to meet an existing street or alley will be tied to the existing street or alley on centerline, with dimensions and bearings to show the relationship.

F. Cul-De-Sac Streets

1. Turn-arounds are to have a minimum right-of-way radius of fifty feet (50') for single family use where curbed and guttered; a radius of sixty feet (60') for single family use where a rural section is utilized; and a one hundred feet (100') radius for apartment, commercial, or other uses.
2. Maximum length of cul-de-sac streets shall be ~~600~~ 660 feet as measured from the centerline of intersection to cul-de-sac radius point. **A cross street may be required where the proposed internal street exceeds the maximum length allowed of cul-de-sac street. A cross street shall not be required where the adjacent property has been developed without a viable connection to the proposed extension.**
3. Temporary turn-arounds, conforming to the minimum radii requirements, are to be used where improvements are not installed at the end of a street, which will be extended in the future. The following note shall be provided on the final plat when a temporary turn-around is used: "Cross-hatched area is temporary easement for turn-around until street is extended (direction) in a recorded plat.

- G. Street Names** - The names of proposed streets shall conform to the names of existing street of which they may be or become extensions, and shall not duplicate or conflict with the recognized name of any other street located in the area subject to these regulations.

The Subdivider shall provide street signs and posts as per County standards, and traffic control signs as may be required by the County.

2.5 Street and Paving Standards

Streets shall be designed and constructed in accordance with the requirements in **Appendix 5**. Where further guidance for construction specifications is needed, the County Planning Department may require construction in accordance with the Standard Specifications for Construction of Highways, Streets and Bridges, (latest edition), as published by the Texas Department of Transportation, **or other appropriate standards**.

2.6 Drainage Standards

Drainage shall be designed in accordance with the requirements in these Rules, the Hidalgo County Master Drainage Plan (a copy of which is available from Hidalgo County Drainage District No. 1) and, if the subdivision is located within its boundaries of Hidalgo County Drainage District No. 1 or contemplates the use of such district's facilities for drainage, approved by Hidalgo County Drainage District No. 1. Appendix 5 contains detailed requirements for drainage design. Where further guidance for construction specifications is needed, the County Planning Department and/or Hidalgo County Drainage District No. 1 may require construction in accordance with appropriate standards.

2.7 Easements for Utilities and Irrigation Facilities

- A. When not located in an alley having a width of 20 feet or more, the location and width of necessary utility easements shall be determined by the public and private utility companies and shall connect with easements established in adjoining properties. Easements shall not be less than 15 feet in width. **A written confirmation shall be required from all public and private utility companies that will occupy the easement to reduce an easement width less than the minimum required width. An easement located between abutting lots may be reduced to 10 feet.**
- B. There also shall be shown on the plat and dedicated for utilities unobstructed aerial easements and guy wire easements as may be required for overhead facilities.
- C. Easements as set forth in any applicable County or regional plan for the location of future sewerage or utility facilities shall be provided and indicated upon the plat.
- D. In rural areas where the future utility needs have not yet been established, easements will be dedicated along all rear lot lines and along side lot lines as deemed necessary.

The location and width of necessary irrigation easements shall be determined by the irrigation or water control and improvement district, or private property owner holding the dominant estate and shall connect with the easements established in adjoining properties. Easements shall not be less than 15 feet in width. **Easement widths for irrigation lines may be reduced with the written consent of the Irrigation District utilizing said easement.**

- F. See the Appendix for further specifications regarding location and construction of utilities.

2.8 Blocks and Lots

- A. Block Length - The minimum and maximum block length are 300' and 1,300' respectively, as measured along the center of the block or street.
- B. Lots - In general, the lot design shall provide for lots of adequate width, depth, and shape to provide open area, to eliminate over-crowding, and to be appropriate for the location of the subdivision and for the type of development and use contemplated. Lots shall have the side lot lines at right angles to the streets on which the lot faces, or radial to curved street lines. In Subdivisions that are to be serviced by an organized sewerage facility, the minimum lot width for residential use shall be: 50 feet for lots measured at 90 degrees from the property line, 35 feet what length or chord for cul-de-sac lots, and 60 feet for corner lots. In Subdivisions that are to be serviced by a "septic tank" or other on-site sewage facilities (OSSF) system and are half (1/2) acre in size, the minimum lot width for residential use lots shall be 50 feet for lots measured at 90 degrees from the property line, 40 feet chord length or chord for cul-de-sac lots, and 60 feet for corner lots. Lots that are greater than half (1/2) acre in size the minimum lot width for residential use lots shall be 65 feet for lots measured at 90 degrees from the property line, 40 feet chord length or chord for cul-de-sac lots, and 70 feet for corner lots. Lots fronting a one hundred foot (100) public right-of-way or greater, whether the right of way is proposed or existing, shall have a minimum lot width of one hundred (100) feet. Shared driveways may be utilized to reduce the minimum required width on lots fronting a one hundred foot (100) public right-of-way or greater, whether the right of way is proposed or existing, from one hundred (100) feet to seventy (70) feet. Where shared driveway will be utilized, a note shall be placed on the plat designating which lots will use shared driveways and said shared driveways shall be constructed prior to final approval in accordance with these rules. In accordance with Texas Administrative Code Title 30, Part 1, Chapter 285, Subchapter A Rule §285.4, Texas Commission on Environmental Quality State Health Minimum Standards, all "one single family detached dwelling" lots that are served by a public water supply and using an individual OSSF systems for sewage disposal shall have lots of at least half (1/2) acre in size (21,780 square feet). Any "one single family detached dwelling" lot NOT being served by a public water supply and using individual OSSF system for sewage disposal shall have lots of at least one (1) acre in size (43,560 square feet). Multi-family and commercial lots utilizing OSSF system for sewage disposal shall at a minimum be at least half (1/2) acre in size (21,780 square feet) and have adequate area to accommodate OSSF systems, parking lot requirements, and on-site drainage detention systems as set forth in the appendix of these rules. Multi-family and commercial lots NOT utilizing OSSF systems for sewage disposal shall have adequate area to accommodate parking lot requirements and on-site drainage detention systems as set forth in the appendix of these rules.

2.9 Septic Tanks

A preliminary conference with the County Health Department is highly recommended to determine the suitability of an area for development using septic tanks for sewage disposal.

If a residential subdivision is not to be served by a public sanitary sewer system, and septic tanks or other on-site sewage facilities ("OSSF") are to be used, lot sizes shall be adequate to accommodate the size of drain field as necessary, because of soil type, to effectively absorb the effluent without creating a health hazard or nuisance. The rules, requirements, and procedures adopted by the Hidalgo County Commissioners Court on February 8, 1999, or in the most recently adopted OSSF order shall apply to all of the area of Hidalgo County except for the areas within boundaries of any municipality in Hidalgo County. In no event shall applicable state laws, regulations as may be established by separate regulation, or the orders of the Texas **Commission on Environmental Quality** ~~Natural Resource Conservation Commission~~ be violated. Septic tanks are restricted in all Floodplain Hazard Areas within the County and may be prohibited in certain other areas as may be determined by the Commissioners Court upon the recommendation of the County Health Department.

2.10 Survey Monuments

Monuments shall be permanent in nature and suitable for the purpose intended. Concrete monuments shall be provided at subdivision corners with x, y, and z coordinates in accordance with the latest adopted and accepted County datum, and each lot and block corner shall be marked by not less than a 1/2" diameter by 24" long reinforcing rod set at or below the existing ground level. At least two concrete monuments shall be located at readily accessible sites within each subdivision. Monuments shall be set by or under the supervision of a surveyor prior to presentation of the Final Plat.

2.11 Benchmark Monuments

Monuments shall be permanent in nature as established by the Texas State Board of Land Surveying and suitable for the purpose intended. One (1) Concrete benchmark monument is required for up to 10 acres of development. For developments of 10 acres or greater, a minimum of two (2) monuments shall be set throughout the subdivision and the Planning Department shall have the discretion to require the amount needed for each proposed development. Location of each monument shall be the responsibility of the Surveyor. Each benchmark with datum in accordance with the latest adopted and accepted County datum shall be described and labeled on the face of the plat.

CHAPTER 3 - STANDARD SUBMITTAL & REVIEW PROCEDURES

3.0 Timely Approval of Plats

These Rules and the applicable appendices shall constitute a written list of the documentation and other information that must be submitted with a plat application. An application submitted to the Planning Department that contains the documents and other information required in these Rules and the applicable appendices is considered complete.

If a person submits a plat application to the Planning Department that does not include all of the documentation or other information required by Subsection A, the Planning Department shall, no later than the tenth (10th) business day after the date the Planning Department receives the application, notify the applicant of the missing documents or other information. No further action will be taken on the application until all documentation or other information contained in the notice is submitted to the Planning Department.

Acceptance by the Planning Department of a complete plat application shall not be construed as approval of the application or the information or documentation contained therein.

Except as provided by Subsection F of this section, the Commissioners Court shall take final action on a preliminary or final plat application, including the resolution of all appeals, not later than the sixtieth (60th) day after the date a completed plat application is received by the Planning Department. If the Commissioners Court disapprove a plat application, the applicant shall be given a complete written list of the reasons for the disapproval within ten (10) business days of the date of disapproval.

The sixty- day (60) period under Subsection D:

May be extended for a reasonable period, if agreed to in writing by the applicant and approved by the Advisory Board;

May be extended up to sixty (60) additional days by the Advisory Board if Chapter 2007, Texas Government Code, requires the County to perform a takings compact assessment in connection with a plat application; and

Applies only to a decision wholly within the control of the Commissioners Court.

The Advisory Board shall make the determination under Subsection F.(2) regarding extension of the sixty (60) day period not later than the twentieth (20th) day after the date a completed plat application is received by the Planning Department.

The County may not compel a application to waive the time limits contained in this Section.

If the Commissioners Court fails to take final action on a complete plat application as required by Subsection D:

The Commissioners Court shall direct the County Treasurer to refund to the applicant the greater of the unexpended portion of any plat application fee or deposit or fifty percent (50%) of the plat application fee or deposit that has been paid:

The plat application is granted by operation law; and

The applicant may apply to a district court with civil jurisdiction in the county for a writ of mandamus to compel the Commissioners Court to issue documents recognizing the approval of the plat.

This Section A.3.0 applies only to applications for preliminary or final plat approval received by the Planning Department on or after October 1, 1999.

3.1 General Procedure

The general procedure ultimately leading to the recording of a subdivision plat is the following sequence of steps:

- A. Preliminary conference with Planning Department, Right of Way Department, Health Department, and Hidalgo County Drainage District No. 1 (optional but highly recommended).
- B. Submission, review, and approval of preliminary/final plat (with concurrent consideration of variance request or requests). Plats will be reviewed by staff and presented to Advisory Board for approval or disapproval. If the plat is approved with conditions then all conditions shall be met prior to the plat being presented for Final Approval. If the Plat is approved as Final, then the Plat will be submitted to Commissioners Court for Final approval. No conditional approval shall be granted on Final Plats. Final plats will not be placed on the Subdivision Advisory Board agenda unless all items have been addressed from staff and approval from the City has been given, if required (ETJ plats).
- C. Submission, review, and approval of preliminary plat (with concurrent consideration of variance request or requests).
- D. Modification of preliminary plat and fulfillment of any conditions of preliminary plat approval.
- E. Submission, review, and approval of final plat (with concurrent consideration of variance request or requests).
- F. Posting of bonds or other financial guarantees.
- G. Release of final plat for recording.
- H. Recording of final plat in the map records of Hidalgo County

3.2 Preliminary conference

The owner and/or the owner's engineer is strongly urged to meet with the County Planning Department to discuss any proposed subdivision or development. In this manner certain concerns and requirements can be addressed prior to expending time and money on property, which cannot be developed in compliance with these rules or, for which it is uneconomical to do so. A preliminary conference is not required, and any agreement reached with staff personnel is not binding upon the Commissioners Court.

3.3 Application for Plat Approval and Log of Items Submitted

The application for approval of a plat shall be filed in the County Planning Department by the record owner of the property to be subdivided or the owner's duly authorized agent on a form to be provided by the Planning Department. The application shall have attached a copy of the deed or deeds showing the ownership of the land. If the application is submitted by the owner's agent, then the agent shall submit such information as is necessary to verify that the agent has the authority to submit for and bind the owner by his actions.

The Planning Department shall keep a log in the form attached as Appendix 6 **or on a form as developed by the County Planning Department** that identifies, for each document submitted during the process of seeking subdivision approval, a sequential log number, and a description of the document, the date received, and the initials of the person making the log entry. The log number shall be written upon the document and the information shall be entered upon the log promptly after the document is received by the Planning Department.

3.4 Preliminary Plat Processing

- A. The Hidalgo County Health Department and the Hidalgo County Drainage District No. 1 shall have reviewed the preliminary plat prior to submission of the application for approval. The County Planning Department will review preliminary plats as submitted for completeness within ten (10) business days following filing of the plat application. If the submission is substantially complete and a recommendation can be made to the Subdivision Advisory Board and Commissioners Court based on the information contained therein, the preliminary plat will be put on the desired agenda date for action by the Subdivision Advisory Board and Commissioners Court. If the submission is not substantially complete or is not complete enough to secure the recommendation of the County Planning Department, then a **correspondence** detailing the required additional information will be sent to the Subdivider within ten (10) business days following the filing of the plat application. Once the requested information is provided, the preliminary plat will be processed in the same manner as an original submission, and this procedure shall continue until such time as a recommendation can be made to the Subdivision Advisory Board and Commissioners Court for its consideration. **A plat located within the Extra Territorial Jurisdiction of a Municipality shall first receive approval from the City prior to the County considering the plat for preliminary or final approval.**
- B. Preliminary plats may be approved as submitted, approved conditionally, or disapproved. If approved conditionally or disapproved, the reasons for such conditional approval or disapproval shall be stated in a letter from the County Planning Department to the Subdivider or his agent of record.

- C. The approval of a preliminary plat shall be good for a period of twelve (12) months from the date of Commissioners Court action. If eleven months after approval the County has not received information which would necessitate revision of a preliminary plat, then upon written application by the owner before the end of the twelve month period, the County Commissioners Court may extend the approval for an additional period of six (6) months.
- D. Preliminary plats which expire due to inactivity within the twelve (12) or six (6) month period noted above shall be required to be resubmitted as any new subdivision.

3.5 Preliminary Plat Submission Requirements

- A. Form. The preliminary plat shall be drawn to a minimum scale of 1" = 100'. **Acceptable scales for a subdivision plat are 1" = 10', 1" = 20', 1" = 30", 1" = 40', 1" = 50', and 1" = 60'.** The preliminary plat shall be drawn on sheets twenty-four inches (24") wide and thirty-six inches (36") long, with a binding margin of not less than two inches (2") on the left side of the sheet and margins on the other three sides of not less than one-half inch (1/2"). A 3" x 5" area on each page, within the margins and preferably in the lower right-hand corner, shall be enclosed by a heavy line and be left blank in order to allow space for officials to note approvals or other actions on the plat. Where more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat.

The use of sticky backs, press on lettering, or transfer lettering which may lift, separate, or be removed from the original plat over a period of time shall not be accepted. Sepias or other diazo process reproducibles, which may fade, are also not acceptable.

- B. Coverage. The preliminary plat shall include topographic information on all land within five hundred feet (500') of the proposed subdivision.
- C. Quantity. The owner must submit **two 24" x 36" copies and one 11"x17" reduction, an approved drainage report by HCDD No. 1, and a memorandum of approval from the Right of Way Department and the Department overseeing the On-Site Sewage Facilities Program (OSSF) indicating the soil is adequate for OSSF use.** Comments will be provided based on the aforementioned submittals. No review will be conducted until the aforementioned items are received by the Planning Department. Comment sheets will be returned to the owner or authorized representative identifying any information lacking on the proposed plats. The owner or authorized agent shall submit one 24" x 36" copy and one 11" x 17" reduction addressing the comments provided by County staff. Once it is determined that comments have been addressed, **the owner or authorized agent shall submit 16 11" x 17" copies of the complete set of the preliminary plat and its supporting information.**
- D. Required Supporting Information. The following information shall be provided with or upon the preliminary plat. Proposed topographic and utility details may be shown on the preliminary plat or on a separate plat for clarity. All work by an engineer or a surveyor must be signed, sealed, and dated.
 - 1. Legal description. The legal description of the land to be subdivided shall be sufficient for the requirements of title examination.

2. Statement of conformance or list of variances. The statement shall declare that the preliminary plat (including its supporting information) conforms to these Rules (including the associated Appendices) or shall list the instances in which it does not comply with these Rules, the reason for each such non-compliance, and whether a variance is requested.
3. Location map. A location map or sketch at a scale of not more than 4000 feet to one inch shall show the proposed subdivision, existing adjacent subdivisions, school district lines, and state and county roads in the vicinity.
4. Vicinity map. A vicinity sketch or map at approximately 1" to 400' scale shall show existing subdivisions, streets, easements, rights-of-way, parks and public facilities, tracts of acreage in the vicinity, the general drainage plan and ultimate destination of water, and possible storm sewer, water, gas, electric, and sanitary sewer connections by arrows.
5. Location with respect to any municipal ETJ line. A statement of the whether any part of the proposed subdivision lies within any extraterritorial jurisdiction of a municipality (under Texas Local Govt. Code § 42.021 or 212.001) shall be provided. If an ETJ line traverses the subdivision, it shall be delineated and identified upon the preliminary plat. **Label the Precinct in which the proposed Subdivision is located.**
6. Map of earlier plat. If the subdivision is part of a previously filed subdivision plat, a map shall be provided showing the portion of the earlier-filed plat that is owned by the Subdivider and included in the preliminary plat.
7. Restrictive covenant. Any restrictive covenants proposed to be imposed for the subdivision should be attached for reference. It should be noted whether these are existing or proposed and if proposed, at what time they would be recorded, prior to or subsequent to the recording of the final plat.
8. Certification by the owner of conformance or submittal for review. The owner shall certify:
 - a. That the preliminary plat has been reviewed by and conforms to the requirements of the school district, the gas, electricity, water, telephone, and television cable companies, irrigation or water control and improvement districts and the U.S. Post Office; or,
 - b. that the agencies mentioned in the preceding paragraph were given at least ten (10) working days to review the proposed preliminary plat.

This certification shall be in letterform and shall include the name, title, address, and telephone number of the person to whom the Subdivider delivered the preliminary plat for review.

E. The preliminary plat shall:

1. include the name, address, and telephone number of the record owner(s) of lands being subdivided, and of the engineer, the surveyor, and any other persons responsible for the preparation of the data and information being submitted.

2. include the subdivision name, which shall not duplicate the spelling or the pronunciation of any existing subdivision in the County.
3. delineate the boundary of the subdivision by metes and bounds sufficiently for the requirements of title examination. Subdivision boundaries shall be indicated by a heavy line at least 1/16 inch wide. The total acreage in the subdivision shall be noted.
4. locate the subdivision with respect to an original corner of an original survey of which it is a part.
5. show the primary control points or description used to establish the subdivision. The description, location, and tie to such control points, including all dimensions, angles, bearings, block numbers, and summary data, shall be noted.
6. note the existing conditions within or immediately adjacent to the subdivision, including the:
 - a. location, dimension, name, and description of each existing or recorded street, alley, reservation, easement, or other public rights-of-way or visible private encumbrance upon the land within or adjacent to the subdivision, intersecting or contiguous with its boundaries, or forming such boundaries. Include the name of the subdivisions in which a street, alley, etc., is located.
 - b. location, dimension, description, and flow line of any existing watercourses, drainage structures, or irrigation structures within the subdivision or within one hundred and fifty feet (150') of the boundary of the subdivision.
 - c. location, dimension, description, and name of all existing or recorded lots and blocks, parks, public areas, or permanent structures within the subdivision or contiguous with the subdivision.
 - d. location, dimension, grade, description, and name of all existing water, sewer, electric, gas, telephone, television cable, irrigation or other utilities.
7. show the adjoining property owner's names and references to the deeds under which they hold ownership, or if the adjoining property is within a recorded subdivision, state the subdivision's name and provide the reference for where its plat is recorded in the Map Records of Hidalgo County.
8. note the date of preparation, date of survey, the scale of the plat, and the North arrow.
9. Include topographic information, including contour lines for every one vertical foot. The information shall include the flow lines of existing gutters and drainage ways. It shall be sufficiently detailed to determine the existing drainage to and from the proposed subdivision and to determine the adequacy of the proposed drainage plan. Elevations shall be based on published U.S.C. & G.S. datum **and/or the latest adopted and accepted County datum** and the benchmark used shall be noted on the plat. **The location of the required benchmarks shall be determined by Plat Engineer and approved by the Planning Department. The Planning Department as deems**

necessary may require additional benchmarks on the plat to provide a closer spacing between benchmarks.

10. Show the proposed general plan for storm water drainage in sufficient detail to indicate the location of drainage ditches or structures and the direction of flow.
11. show the approximate location, dimensions, and description of all proposed street rights-of-way, alleys, drainage structures, parks, squares, other public areas, reservations, easements, other rights-of-way, blocks, lots (lettered or numbered consecutively), permanent survey monuments, and other sites within the subdivision. The proposed width of each proposed street shall be measured at right angles, or radially where curved.
12. name the proposed streets. The name of a proposed street shall conform to the name of an existing street of which it may become an extension **of or is in alignment with** but otherwise shall not duplicate or conflict with the recognized name of any other street located in the area subject to these Rules.
13. show building setback lines, as follows, on all lot lines **or label them on the plat:**

- (a) **FRONT SETBACK:** Building shall be setback a minimum of one half ($\frac{1}{2}$) of the width of the Street right-of-way which it faces, but not to exceed 50 feet if the street is a Farm-to Market Road or Main Arterial Street, or 25 feet if the street is a collector or minor street.
- (b) **SIDE SETBACK:** Building shall be setback a minimum of six (6) feet from side property lines.
- (c) **REAR SETBACK:** Building shall be setback a minimum of fifteen (15) feet from rear property lines.
- (d) **CORNER SETBACK:** Building shall be setback a minimum of ten (10) feet from the side property line on Corner Lots **adjacent to internal residential streets**
- (e) **GARAGE/CARPORT SETBACKS:** Building shall be setback a minimum of eighteen feet (18') from the side property line on corner lots accessing a minor residential street. Front entry garages shall be setback a minimum of eighteen feet (18') from the front building setback.
- (f) **SETBACKS FOR STRUCTURES LOCATED ON VARIOUS DESIGNATED ROADS AS PER THE COUNTY THOROUGHFARE PLAN:** Building shall be setback as follows:

<u>Road Designation</u>	<u>Front</u>	<u>Corner Side</u>
Main Arterial	40'	20'
State Highway/FM Road	50'	20'

- (g) **CUL-DE-SAC LOT FRONT SETBACK:** Except for garages, Structures shall be

setback a minimum of fifteen feet (15') from the front property line.

Note: If the setback lines conflict with the lines adopted by the Municipality, the Municipality set-back lines prevail if they are in the extraterritorial jurisdiction of the Municipality.

14. Show the **gross area** contained within each lot or tract to the nearest one-tenth (1/10) of an acre.
15. Show the limits of any flood hazard areas and the proposed finish floor elevation of any building within these flood hazard areas. Each finish floor elevation documented within these flood hazard areas shall reference a U.S.G.S. datum and/or the latest adopted and accepted County datum and shall identify the elevation in inches required to elevate the structure to the proposed finish floor elevation. This information may be provided on the lots or in a table format on the face of the plat. The Engineer shall use the top of curb or centerline of street where no curb and gutter is proposed as a reference point when stating the height the structure will be raised to meet minimum flood plain regulations. In cases where the lot is larger than average the Engineer may use the natural ground elevation where the structure will be located as a reference point when stating the height the structure will be raised to meet minimum flood plain regulations.
16. Note minimum floor elevations on each Lot, depicting the minimum finished habitable floor elevation which shall be not less than eighteen (18") inches above the center line of the Street the Lot faces or eighteen (18") inches above natural ground, whichever is greater, unless otherwise noted by the Engineer of record and approved by the County in accordance with local drainage patterns, topography for the area, and FEMA maps & regulations. This information may be provided on the lots or in a table format on the face of the plat.

3.6 Final Plat Processing

- A. Application. The Subdivider shall sign and date an application for final plat approval on a form to be provided by the Planning Department. On the application the Subdivider shall fully describe all infrastructure (streets, drainage facilities, water facilities, wastewater facilities, etc.) that has been completed or installed **or will be completed or installed (applies to plats being approved with letter of credit)** to serve the subdivision as of the date of the application for final plat approval. As part of the application, the Subdivider shall also sign and list all the documents accompanying or attached to the final plat. A set of these documents shall be kept together during the review and approval process and through the recordation of the plat and the identified documents. Any substitutions or additions to the documents to be recorded shall be noted and dated on an addendum to the application form.
- B. The final plat and its accompanying data shall be reviewed by the County Planning Department, the Hidalgo County Subdivision Advisory Board and the Commissioners Court within the 60 day period following submission of the complete application. If all required information is contained within the submission and the final plat is complete in every respect, the plat shall be presented to the Subdivision Advisory Board and Commissioners Court for their approval. If the application is incomplete, the County Planning Department shall make note of such requirements in letters to the Subdivider and the engineer or surveyor of record within ten (10) business days of the date of the application.

- C. Upon submission of the requested additional information, the process of review will continue, and this process of review and resubmission shall continue until the application is complete in every respect. The final plat shall then be placed before the Subdivision Advisory Board and Commissioners Court for approval or disapproval. No conditional approval of the final plat shall be granted.

3.7 Final Plat Submission Requirements

- A. Form. The final plat shall be drawn to a minimum scale of 1" = 100'. **Acceptable scales for a subdivision plat are 1" = 10', 1" = 20', 1" = 30', 1" = 40', 1" = 50', and 1" = 60'.** The final plat shall be drawn on sheets twenty-four inches (24") wide and thirty-six inches (36") long, with a binding margin of not less than two inches (2") on the left side of the sheet and margins on the other three sides of not less than one-half inch (1/2"). A 3" x 5" area on each page within the margins, and preferably in the lower right-hand corner, shall be enclosed by a heavy line and be left blank except for notations by officials of approvals or other actions on the plat. Where more than one sheet is necessary to accommodate the entire area, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat.
- B. General Content. The final plat and its accompanying information shall be complete and in conformance with the approved preliminary plat and its conditions of approval, and shall incorporate all changes, corrections, and conditions required during the preliminary plat approval process. The topography shown on the final plat shall be the post-development topography **if the development has been constructed prior to recording the Plat. If a plat is being submitted for recording with a letter of credit then the topography shown on the final plat may be the existing condition. Engineer/Surveyor shall certify that all proposed construction will be in accordance with the County requirements and all changes and post-development topography will be documented on the As-Builts submitted to the Planning Department.**
- C. Quantity. Fifteen **11" x 17"** copies of the final plat and its required supporting information shall be submitted, along with one reproducible original of the final plat itself.
- D. Required Supporting Information. The following information shall be provided with or upon the final plat. All work by an engineer or a surveyor must be signed, sealed, and dated.
1. Statement of conformance or list of variances. The statement shall declare that the final plat (including its supporting information) conforms to these Rules (including the associated Appendices) or shall list the instances in which it does not comply with these Rules, the reason for each such non-compliance, and whether a variance is requested.
 2. Utility provider letters. Letters from utility providers, including irrigation and water control and improvement districts, other than water and sewer, shall be submitted showing that the utility has reviewed the proposed subdivision, that easements shown on the proposed plat are adequate, and that the Subdivider has made all arrangements necessary for the utility company to service the subdivision. All approvals must be dated not more than 6 months prior to the date the final plat application is received. The approval may be noted on the face of the plat in lieu of a letter being provided.
 3. Street and drainage plans. Six sets of construction plans and specifications for streets and

- drainage improvements and the associated construction cost estimates shall be provided. The plans and specs shall conform to these Rules (including the Appendix).
4. Water and sewage plans. Six sets of construction plans and specifications for water and sewer improvements and the associated construction cost estimates shall be provided. The plans and specs shall conform to these Rules (including the Appendix).
 5. Tax certificates. Tax certificates from the school district, the county, and any other taxing district stating that all ad valorem taxes and flat rate or other assessments have been paid shall be provided.

The final plat shall:

1. be certified by a surveyor or engineer registered to practice in this state.
2. define the subdivision by metes and bounds.
3. locate the subdivision with respect to an original corner of an original survey of which it is a part.
4. describe each lot, number each lot in progression, and give the dimensions of each lot.
5. state the dimensions of and accurately describe each already existing or recorded lot, street, alley, square, park, reservation, easement, or other right-of-way or encumbrance within the land being subdivided.
6. state the dimensions of and accurately describe each lot, street, alley, square, park, or other part of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part.
7. note the type and location of all monuments and whether each was found or set.
8. include or have attached a document containing a description in English and Spanish of the water and sewer facilities and roadways and easements dedicated for the provision of water and sewer facilities that will be constructed or installed to service the subdivision and a statement specifying the date by which the facilities will be fully operable.
9. have attached a document prepared by an engineer registered to practice in this state certifying that the water and sewer service facilities proposed under subdivision 8 above are in compliance with the Model Rules adopted under Section 16.343, Water Code, and a certified estimate of the cost to install water and sewer service facilities.
10. identify and dedicate unobstructed aerial easements and guy wire easements as may be required for overhead utilities.
11. identify the topography of the area.
12. describe the general drainage pattern for the area and all drainage channels and structures.
13. identify and describe all easements for drainage and irrigation facilities.
14. include a certification by a surveyor or engineer registered to practice in this state describing any area of the subdivision that is in a floodplain or stating that no area is in a floodplain. If any area of the subdivision is in a floodplain, the boundaries of the floodplain and the minimum finish floor elevations shall be shown on the face of the final plat, and there shall be at least one benchmark located at a readily accessible site within the proposed subdivision. A complete description of said benchmark and its elevation relative to a recognized U.S.C. & G.S. or U.S.G.S. benchmark **or the latest adopted and accepted County datum** shall be placed on the face of the plat. Additionally, the required minimum finish floor elevation of structures to be constructed on the property shall be noted on the face of the final plat. **The minimum floor elevations on each Lot, depicting the minimum finished habitable floor elevation which shall be not less than eighteen (18") inches above the center line of the Street the Lot faces or eighteen (18") inches above natural ground, whichever is greater, unless otherwise noted by the Engineer of record and approved by the**

County in accordance with local drainage patterns, topography for the area, and FEMA maps & regulations. This information may be provided on the lots or in a table format on the face of the plat. If any part of a plat applies to land intended for residential housing and any part of that land lies in a floodplain, the Commissioners Court shall not approve the plat unless the plat has a restrictive covenant. The restrictive covenant shall prohibit the construction of residential housing in any area of the subdivision that is in a floodplain unless the housing qualifies for insurance under the National Flood Insurance Act of 1968 (42 U.S.C. Sections 4001 through 4127).

15. include certification that the Subdivider has complied with the requirements of Section 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 lot meet, or will meet, the minimum state standards; and
 - d. gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.

(A Subdivider may meet the requirements of subsection 15.b through the use of a certificate issued by the appropriate county or state official having jurisdiction over the approval of septic systems stating that lots in the subdivision can be adequately and legally served by septic systems together with the posting of a financial guaranty under Chapter B.4 to assure the construction of such facilities prior to the property being occupied.)

16. comply with various requirements in Title M (Model Rules), if the subdivision falls within the scope of sections M.1.5(a) and M.2.1, including requirements related to:
 - a. the minimum standards set out in Chapter 2 of Title M regarding water, wastewater, greywater, sludge disposal, setbacks, and the number of dwelling units per lot.
 - b. the final engineering report described in section M.3.2.
 - c. the execution of an agreement with the county for the provision of certain improvements, and a bond or other financial guarantee (such as a cash deposit or a letter of credit) securing the agreement, as described in section M.3.4.
17. note on the face of the plat any variance already granted by the Commissioners Court, along with the date such variance was granted.
18. note on the face of the plat the requirement that each purchase contract made between a Subdivider and a purchaser of the land in the subdivision contain a statement describing how and when water, sewer, electricity, and gas services will be made available to the subdivision.
19. A digital copy of the plat in DWG, DXF, or a format as required by the County shall be submitted to the Hidalgo County Planning Department with the initial plat review and prior to final approval from the Subdivision Advisory Board and Hidalgo County Commissioner's Court. Any changes conducted during the construction of the improvements shall be documented on the plat.

20. As-Built plans in DWG, DXF, or a format as required by the County shall be submitted along with a letter of certification stating that all construction has been conducted in accordance with County specifications and that said As-Built are a true representation of the improvements conducted at the site.
21. Provide plat notes on the face of the plat as outlined in the Appendix of these rules.
- F. The Subdivider of the tract must acknowledge the plat by signing the plat and attached documents and attest to the veracity and completeness of the matters asserted in the attached documents and in the plat.

3.8 Review and Approval of Final Plats by Commissioners Court

- A. Scope of Review. The Commissioners Court will review the final plat (and its supporting information) to determine whether it meets the requirements of these Rules and state law.
- B. Disapproval. The Commissioners Court shall refuse to approve a plat if it does not meet the requirements prescribed by or under these Rules and state law.
- C. Disapproval of any preliminary plat or final plat by the Commissioners Court shall be deemed a refusal by the County to accept the offered dedications, if any, shown thereon. Approval of a plat shall not be deemed an acceptance of the proposed dedications and shall not impose any duty upon the County concerning the maintenance or improvements of any such dedicated parts until the proper authorities of the County have actually appropriated the same by an order of the Hidalgo County Commissioners Court, or by entry, use, or improvement.

Road and drainage bond requirements.

1. The Commissioners Court may require the owner to execute a bond or other financial guarantee to assure the construction of the streets and drainage improvements. The bond must:
 - a. be payable to the county judge or to the judge's successors in office;
 - b. be in an amount determined by the Commissioners Court to be adequate to ensure proper construction of the roads and streets in the subdivision, but not to exceed the estimated cost of construction of the roads and streets;
 - c. be executed with sureties as may be approved by the Court;
 - d. be executed by a company authorized to do business as a surety in this state if the Court requires a surety bond executed by a corporate surety; and
 - e. be conditioned that the roads and streets will be constructed:
 - (1) in accordance with the specifications adopted by the Court; and
 - (2) within a reasonable time set by the Court.
2. In lieu of the bond an owner may deposit cash, a letter of credit issued by a federally insured financial institution, or other acceptable financial guarantee.
3. If a letter of credit is used, it must:
 - a. list as the sole beneficiary the county judge; and
 - b. be conditioned that the owner of the tract of land to be subdivided will construct any roads or streets in the subdivision:
 - (1) in accordance with the specifications adopted by the Court; and

- (2) within a reasonable time set by the Court.

Water and sewer bond requirements.

1. Unless a person has completed the installation of all water and sewer service facilities required by these Rules or state law on the date that person applies for final approval of a plat, the Commissioners Court shall require the Subdivider of the tract to execute and maintain in effect a bond or, in the alternative, a person may make a cash deposit in an amount the Commissioners Court determines will ensure compliance with this subchapter. A person may not meet the requirements of this subsection through the use of a letter of credit unless that letter of credit is irrevocable and issued by an institution guaranteed by the FDIC. The Subdivider must comply with the requirement before subdividing the tract.
2. The bond must be conditioned on the construction or installation of water and sewer service facilities that will be in compliance with the Model Rules adopted under Section 16.343, Water Code (see, generally, Title M and the related portions of the Appendix).

3.9 Release of Approved Final Plat for Recording

- A. Any variance granted by the Commissioners Court shall be noted on the face of the plat, along with the date such variance was granted, prior to release of the plat for recording.
- B. Upon submission to the County Planning Department of all required bonds and other financial guarantees, and the tender of the recording fee as required by the County Clerk, the County Planning Department will release the plat for recording.
- C. The plat (with its required attachments) must be filed and recorded with the County Clerk. The plat is subject to the filing and recording provisions of Section 12.002, Property Code.

3.10 Plat Approval Certificate under Local Govt. Code § 232.028(a)

On the approval of a plat by the Commissioners Court, the Commissioners Court shall issue to the person applying for the approval a certificate stating that the plat has been reviewed and approved by the Commissioners Court.

3.11 Water and Sewer Service Extension

The Commissioners Court may extend, beyond the date specified on the plat or on the document attached to the plat, the date by which the water and sewer service facilities must be fully operable if the Commissioners Court finds the extension is reasonable and not contrary to the public interest.

The Commissioners Court may not grant an extension under subsection A if it would allow an occupied residence to be without water or sewer services.

If the Commissioners Court provides an extension, the Commissioners Court shall notify the attorney general of the extension and the reason for the extension. The attorney general shall notify all other state agencies having enforcement power over subdivisions in affected counties of the extension.

CHAPTER 4 - INTENTIONALLY OMITTED

CHAPTER 5 - VARIANCES

5.1 General Requirements

Where literal enforcement of some provision contained in these Rules will result in undue hardship to the Subdivider, and when a variance from such provision is in harmony with the general purpose and intent of these Rules so that the public health, safety, and welfare may be secured and substantial justice done, the Commissioners Court shall, subject to the limitations under state law, have the authority to grant a variance from the provision. Pecuniary hardship to the applicant, standing alone, shall not be deemed to constitute undue hardship. A variance shall not be granted if it would have the effect of preventing the orderly development of other land in the area in accordance with the Hidalgo County Subdivision Rules.

5.2 Limitations under State Law

Except as provided by Section 16.350(d), Texas Water Code, or Section 232.042 or 232.043, Texas Local Government Code, the Commissioners Court may not grant a variance or adopt any regulations that waive any requirements of subchapter B of chapter 232 of the Texas Local Government Code.

Variance from the Model Rules. The Commissioners Court may grant an exemption for a subdivision from the requirements of the Model Rules (Title M) only if the county supplies the subdivision with water supply and sewer services that meet the standards of the Model Rules.

A variance or delay from compliance with the requirements of Texas Local Government Code § 232.040 may be granted as provided by Texas Local Government Code § 232.042.

5.3 Special Types of Variances

Type 1 - Pre-existing Conditions Variance. A request for a Type 1 variance must be based upon facts that existed prior to July 3, 1990. It must be shown that the property and the conditions for which a variance is being requested existed prior to the effective date of these Rules, that the Subdivider has no other property adjacent to or within two hundred feet (200') of the subject tract, that there is no possible way that the Subdivider could comply with strict literal enforcement of these Rules, and that granting of such a variance would not injure the public health, safety, or welfare.

Type 2 - Harmless Variance. A variance that would not be harmful to the public health, safety, or welfare.

5.4 Application for Variance

An application for a variance shall be made in writing to the County Planning Department. The application shall state specifically which chapter, section, or subsection a variance is being requested from and shall contain all information which the Subdivider feels supports the requested variance.

An application for an exemption from the requirements of the Model Rules must be accompanied by an estimate, prepared by an engineer, of the cost for the county to supply the subdivision with water supply and sewer services that meet the standards of the Model Rules.

5.5 Procedure for Review of Application for Variance

The Commissioners Court makes the ultimate decision on an application for a variance, following review and recommendation by the County Planning Department or the Hidalgo County Subdivision Advisory Board or both, as applicable. The applicant may withdraw a request for a variance at any point in the process. A variance is usually requested at the time of submission of the preliminary plat. A variance may be sought before the submission of a preliminary plat provided the information on or with the preliminary plat is not required for determination of the variance request.

A. Review by County Planning Department.

An application is first reviewed for completeness by the County Planning Department. The County Health Department, Hidalgo County Drainage District No. 1, and the Planning Department then review the complete application on its merits. If the requested variance meets the criteria of a Type 1 or Type 2 variance, the County Planning Department may make a recommendation to deny the variance, to grant it, or to grant it with conditions. After the County Planning Department has determined that a variance does not meet the Type 1 or Type 2 criteria, or after the County Planning Department has made a recommendation on a Type 1 or Type 2 variance, or upon the written request of the applicant (either before or after the County Planning Department has made a determination or a recommendation), an application shall be scheduled for review and recommendation at a public hearing of the Hidalgo County Subdivision Advisory Board. Additional information may be attached to the application by the County Planning Department (with a copy being provided to the applicant), and packages of all information shall be forwarded to the Hidalgo County Subdivision Advisory Board members at least four days prior to the meeting date.

B. Review by Hidalgo County Subdivision Advisory Board.

The Subdivider shall have the opportunity to make an oral presentation. The representative of the County Planning Department shall be given an opportunity to present such additional information as he or she feels necessary. The public hearing shall be conducted in a courteous manner with everyone being given ample chance to speak without interruption by others. The Board's decision--a recommendation to deny the variance, to grant it, or to grant it with conditions--shall be reached by a simple majority of the members present. Minutes of the meeting will be kept by a secretary chosen by the Hidalgo County Subdivision Advisory Board.

The applicant shall be mailed a written notice of the decision, or of the Board's failure to reach a decision, within five (5) days after the conclusion of the hearing. The notice shall be signed by the chair of the Board or by two members thereof. Copies shall also be provided to the County Planning Department and the County Clerk. The Planning Department shall then request a public hearing on the variance before the Commissioners Court.

C. Consideration by Commissioners Court

The Commissioners Court shall hold a public hearing on the application for the variance. The applicant and the County Planning Department shall have at least five (5) days notice of the Commissioners Court's hearing on the application. The Commissioners shall be provided copies of all pertinent written information developed during the review of the variance. After providing an opportunity for all concerned to be heard, the Commissioners Court shall proceed to deny the variance, to grant it, or to grant it with conditions. The full extent of the reasons for such a variance, when granted, shall be duly recorded in the Minutes of the Commissioners Court. If the Commissioners Court grants an exemption for a subdivision from the requirements of the Model Rules (Title M hereof), the Court shall identify the source of funding to supply the subdivision with water and sewer services that meet the requirements of the Model Rules.

5.6 Notation of Variance on Plat

Any variance granted shall be noted on the face of the plat, along with the date such variance was granted, prior to recording of the plat.

CHAPTER 6 - ENFORCEMENT

6.1 General Enforcement Authority under Texas Local Government Code § 232.037

The attorney general, the criminal district attorney, or attorney employed by the Court for this purpose may take any action necessary in a Court of competent jurisdiction on behalf of the state or on behalf of residents to:

1. enjoin the violation or threatened violation of the Model Rules adopted under Section 16.343, Water Code;
2. enjoin the violation or threatened violation of a requirement of subchapter B of chapter 232, Texas Local Government Code, or a rule adopted by the Commissioners Court under said subchapter B;
3. recover civil or criminal penalties, attorney's fees, litigation costs, and investigation costs; and require platting or re-platting under Section 232.040, Texas Local Government Code.

The attorney general, at the request of the district or county attorney with jurisdiction, may conduct a criminal prosecution under Section 232.033(h) or 232.036, Texas Local Government Code.

This Title B and Subchapter B of Chapter 232, Texas Local Government Code, are subject to the applicable enforcement provisions prescribed by Sections 16.352, 16.353, 16.354 and 16.3545, Texas Water Code.

6.2 Civil Penalties under Texas Local Government Code § 232.035

A Subdivider or an agent of a Subdivider may not cause, suffer, allow, or permit a lot to be sold in a subdivision if the subdivision has not been platted as required by subchapter B of chapter 232, Texas Local Government Code.

Notwithstanding any other remedy at law or equity, a Subdivider or an agent of a Subdivider may not cause, suffer, allow, or permit any part of a subdivision in an affected county over which the Subdivider or an agent of the Subdivider has control, or a right of ingress and egress, to become a public health nuisance as defined by Section 341.011, Texas Health and Safety Code.

A Subdivider who fails to provide, in the time and manner described in the plat, for the construction or installation of water or sewer service facilities described on the plat or on the document attached to the plat or who otherwise violates subchapter B of chapter 232, Texas Local Government Code or a rule or requirement adopted by the Commissioners Court under said subchapter is subject to a civil penalty of not less than \$500 or more than \$1,000 for each violation and for each day of a continuing violation but not to exceed \$5,000 each day and shall also pay Court costs, investigative costs, and attorney's fees for the governmental entity bringing the suit.

Except as provided by subsection E, a person who violates subsection A or B is subject to a civil penalty of not less than \$10,000 or more than \$15,000 for each lot conveyed or each subdivision that becomes a nuisance. The person must also pay Court costs, investigative costs, and attorney's fees for the governmental entity bringing the suit.

A person who violates subsection B is not subject to a fine under subsection D if the person corrects the

nuisance not later than the 30th day after the date the person receives notice from the attorney general or a local health authority of the nuisance.

Venue for an action under this section is in a district Court of Travis County, a district Court in the county in which the defendant resides, or a district Court in Hidalgo County.

6.3 Criminal Penalties under Texas Local Government Code § 232.036

A Subdivider commits an offense if the Subdivider knowingly fails to file a plat required by subchapter B of chapter 232, Texas Local Government Code. An offense under this subsection is a Class A misdemeanor.

A Subdivider who owns a subdivision commits an offense if the Subdivider knowingly fails to timely provide for the construction or installation of water or sewer service as required by Section 232.032, Texas Local Government Code, or fails to make a reasonable effort to have electric utility service and gas utility service installed by a utility as required by said Section 232.032. An offense under this subsection is a Class A misdemeanor.

If it is shown at the trial of an offense under Subsection A that the defendant caused five or more residences in the subdivision to be inhabited, the offense is a state jail felony.

A Subdivider commits an offense if the Subdivider allows the conveyance of a lot in the subdivision without the appropriate water and sewer utilities as required by Section 232.032, Texas Local Government Code, or without having made a reasonable effort to have electric utility service and gas utility service installed by a utility as required by said Section 232.032. An offense under this subsection is a Class A misdemeanor. Each lot conveyed constitutes a separate offense.

Venue for prosecution for a violation under this section is in the county in which any element of the violation is alleged to have occurred or in Travis County.

6.4 Additional Enforcement

See state law and Chapter 4 of Title M for other provisions related to enforcement.

TITLE G. GENERAL PROVISIONS

G.1 Authority

These rules are adopted under the constitution and laws of the State of Texas, including in particular Chapters 232 and 233 of the Texas Local Government Code, Chapter 366 of the Texas Health & Safety Code, and Subchapter J of Chapter 16 of the Texas Water Code.

G.2 Applicability; Location of Land

- A. These rules apply when land in Hidalgo County outside of a municipality is being divided into parts. Either Title A or Title B of these rules may apply, depending upon the location and the nature of the division of the land. The provisions of Title M may apply in addition to the requirements of Titles A and B, and may apply when neither Titles A nor B apply. For all such divisions of land, the owner or owners thereof and their agents shall comply with the requirements of these rules and applicable state and federal laws. A division of a tract includes any division, regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed, by using a contract of sale or other executory contract to convey, or by using any other method.
- B. When Title B applies. Title B applies when subchapter B of Chapter 232 of the Texas Local Government Code applies. Accordingly, Title B applies when:
1. land is subdivided into two or more lots that are intended primarily for residential use,
 2. the subdivision is not incident to the conveyance of the land as a gift to a person related within the third degree of affinity or consanguinity to the grantor, as determined under Chapter 573, Tex. Govt. Code, and
 3. the land is located outside the corporate limits of a municipality.

A lot is presumed to be intended for residential use if the lot is five acres or less.

- C. When Title A applies. Title A generally applies when a tract of land outside the corporate limits of a municipality is divided into two or more parts and the division is not governed by Title B. Specifically, Title A applies when Title B does not and the tract of land is being divided into two or more parts to lay out a subdivision of the tract, including an addition; lots; or streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.
- D. When Title M applies. Title M applies to any subdivision of land, which creates two or more lots of five acres or less intended for residential purposes. Lots of five acres or less are presumed to be intended for residential purposes unless the land is restricted to

nonresidential uses on the final plat and in all deeds and contracts for deeds.

- E. City ETJ and maps thereof. The Chapter 42 ETJ of a municipality (or “city” herein) generally extends for a distance beyond the city’s limits that can vary from ½ mile up to 5 miles. Appendix 1 lists the current sizes of the ETJ’s of the cities in Hidalgo County. The County Planning Department shall keep an updated version of Appendix 1. Municipalities are required by § 41.001 of the Local Government Code to maintain current maps of their boundaries and extraterritorial jurisdictions. The Hidalgo County Planning Department shall maintain an updated set of such municipal maps to allow determination of whether land proposed to be subdivided is situated outside the corporate limits of a municipality and whether the land is situated outside the chapter 42 ETJ and/or chapter 212 ETJ of any municipality.

G.3 Organization of Rules; References to Rules

These rules are divided into four titles and a set of appendices. Title G contains general provisions. Titles A and B contain specific requirements for certain divisions of land. Titles A, B and M are further divided into chapters and into sections. A reference in title A or title B to “these Rules” means the rules contained within that respective title and the associated appendices. A letter designating the title in which it appears may precede a reference to a particular section. For example, section B.2.3 refers to section 2.3 as contained in chapter 2 of Title B.

G.4 Overlap of Municipal and County Subdivision Regulations under Texas Local Govt. Code, Chapter 242

For an area in a municipality’s extraterritorial jurisdiction as defined by Texas Local Government Code sections 42.021 and 212.001, a subdivision is subject to regulations of both the municipality and Hidalgo County. If a municipal regulation conflicts with a county regulation, the more stringent provision prevails. In Hidalgo County, a city with a population (by census) of 5,000 generally has an ETJ under section 212.001 that extends for 5 miles from its city limits.

G.5 Municipal ETJ Extension and Adjustment

When a city’s ETJ expands, it may not, under Local Government Code § 42.022, include any area in the existing ETJ of another city. A city may consent to a reduction in its ETJ, thereby yielding the territory to regulation as part of another city’s ETJ.

G.6 Effective Date; Repealer; Severability

These rules become effective on the 19th day of July, 2000. The Hidalgo County Subdivision Rules adopted August 31, 1999, are hereby repealed, except as to such sections which are retained herein, but they remain in effect for the purpose of prosecuting a civil or criminal suit for a violation or offense that occurred there under. If any part or provision of these rules or application thereof to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined

in its operation to the part, provision, or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these rules or the application thereof to other persons or circumstances. The Commissioners Court hereby declares that it would have enacted the remainder of these rules without any such part, provision, or application.

G.7 Amendment

The Hidalgo County Commissioners Court as provided by law may amend these rules from time to time. A reference to each order amending these rules shall be listed in this section, and these rules restated to include the amendment in its correct location.

<u>Date of order</u>	<u>Sections Amended.</u>
August 31, 1999	Numerous - to implement 1999 legislative changes
July 5, 2000	G.2, G.3, A.1.5, A.1.6, A.2.8, A.2.9, A.3.5.E.13, A.3.7.E.10, A.3.7.E.12, A.3.8.B, A.5.2.B, A.5.5.C, A.6.2, B.1.1, B.1.5, B.2.8, B.2.9, B.3.5.E.13, B.3.7.E.14, B.3.7.E.16, B.3.8.E.2, B.5.2.B, B.5.2.C, B.5.5.C, B.6.4, Chapter 4 of titles A and B, Title M., 3.3 and 3.5 of Appendix 5 - To Adopt New Model Rules, to incorporate other recent regulatory enactments and to adopt technical corrections to prior Rules.
June 14, 2005	Amendment to Title M of the Model Subdivision Rules
January 09, 2007	Title A 1.5 Added Section B Exception to Plat Requirement: Division of Land as Part of an Application for Approval of a Qualified Subdivision Filed with the Railroad Commission

G.8 Subdivision Advisory Board

- A.** The County of Hidalgo hereby creates and establishes the Hidalgo County Subdivision Advisory Board for the purpose of providing advice to the Court regarding the approval of Preliminary and Final Plats, amendments or modifications to the Hidalgo County Subdivision Rules and the issuance of certificates under §232.028(b)-(f) and §232.029, Local Government Code.
- B.** The Subdivision Advisory Board shall be composed of five (5) members, who shall be appointed by the Court, one of who shall be designated as the Chairman by the Court. The members of the Subdivision Advisory Board shall be appointed from the citizens of the County at large. Members of the Subdivision Advisory Board shall serve without compensation. The County Clerk of Hidalgo County shall serve as the ex-officio clerk of the Subdivision Advisory Board, and shall be responsible for maintaining the minutes and official records of the Subdivision Advisory Board.
- C.** The term of office of a member of the Subdivision Advisory Board shall commence upon

the member's appointment and qualification for office under the constitution and laws of the State of Texas, and shall continue for a period of two (2) years, and thereafter until a successor is appointed and qualified; provided, however, that at the initial meeting of the Subdivision Advisory Board, the members of the Subdivision Advisory Board shall draw lots to designate two (2) members of the Subdivision Advisory Board to serve a one-year initial term. Vacancies in the office of member of the Subdivision Advisory Board, whether by death, resignation or removal from office, shall be filled by a majority vote of the Court for the unexpired term.

- D.** The Subdivision Advisory Board shall meet at least monthly, at a time and place selected by majority vote of the Subdivision Advisory Board. Meetings of the Subdivision Advisory Board shall be open to the public and shall be posted in accordance with the requirements of the Texas Open Meetings Act.

Within 30 days after the date the Subdivision Advisory Board is selected, the members shall meet and prepare a detailed plan and rules for operation of the Subdivision Advisory Board. The plan and rules may include any matters relating to the organization and operation of the Subdivision Advisory Board, but must include:

1. the date and time of regular meetings of the board, and procedures for the calling of a special meeting; and
2. the procedures for the preparation of the agenda for meetings of the board, and requirements which must be met prior to a proposed Preliminary Plat or Final Plat being presented to the board.

Upon completion of the plan and rules, they shall become effective upon the ratification thereof by the Court. No amendment or modification to the plan or rules shall be effective unless it is approved by the Court.

- F.** Notwithstanding any provision in these Rules to the contrary, no Preliminary Plat nor any Final Plat shall be presented to the Court for approval, or acted upon by the Court, without such plat first having been reviewed by the Subdivision Advisory Board, and the recommendation of the Subdivision Advisory Board as to the approval or rejection of such plat having been attached to the plat. The Court may act contrary to the recommendation of the Subdivision Advisory Board only upon an affirmative vote of a majority of the Court present and voting on the matter.

- G.** Conflict of Interest as to Members of Subdivision Advisory Board.

In this section, "subdivided tract" means a tract of land, as a whole, that is subdivided into tracts or lots. The term does not mean an individual lot in a subdivided tract of land.

1. A person has an interest in a subdivided tract if the person:
 - a. has an equitable or legal ownership interest in the tract;
 - b. acts as a developer of the tract;

- c. owns voting stock or shares of a business entity that:
 - (1) has an equitable or legal ownership interest in the tract; or
 - (2) acts as a developer of the tract; orreceives in a calendar year money or any thing of value from a business entity described by subdivision c.

A person also is considered to have an interest in a subdivided tract if the person is related in the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to a person who, under subsection B, has an interest in the tract.

If a member of the Subdivision Advisory Board has an interest in a subdivided tract, the member shall file, before a vote or decision regarding the approval of a plat for the tract, an affidavit with the county clerk stating the nature and extent of the interest and shall abstain from further participation in the matter. The affidavit must be filed with the county clerk.

The Court may, in its sole discretion, remove a member of the Subdivision Advisory Board from office upon a finding by the Court that a member of the Subdivision Advisory Board has violated any provision of this section G.8.G.

TITLE M. DIVISIONS OF LAND OUTSIDE TITLE CORPORATE LIMITS OF A MUNICIPALITY AND SUBJECT TO THE MODEL RULES

CHAPTER 1. GENERAL AND ADMINISTRATIVE PROVISIONS

1.1. Authority and Scope of Rules

These rules are adopted by Hidalgo County, Texas, under the authority of the Local Government Code, Chapter 232 and Water Code, §16.350. Notwithstanding any provision to the contrary, these rules apply only to a subdivision, which creates two or more lots of five acres or less intended for residential purposes. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and in all deeds and contracts for deeds.

1.2. Purpose

It is the purpose of these rules to promote the public health of the county residents, to ensure that adequate water and wastewater facilities are provided in subdivisions within the jurisdiction of this county, and to apply the minimum state standards for water and wastewater facilities to these subdivisions.

1.3. Effective Date

See Section G.6.

1.4. Repealer

See Section G.6.

1.5. Plat Required

- (a) The owner of a tract of land located outside the corporate limits of a municipality that divides the tract in any manner that creates two or more lots of five acres or less intended for residential purposes must have a plat of the subdivision prepared. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and all deeds and contracts for deeds.
- (b) No subdivided land shall be sold or conveyed until the Subdivider:
 - (1) has received approval of a final plat of the tract; and
 - (2) has filed and recorded with the county clerk of the county in which the tract is located a legally approved plat.
- (c) A division of a tract is defined as including a metes and bounds description, or any description of less than a whole parcel, in a deed of conveyance or in a contract for a deed, using a contract of sale or other executory contract, lease/purchase agreement, or using any other method to convey property.

1.6. Supersession

These rules supersede any conflicting regulations of the county.

1.7. Severability

If any part or provision of these regulations, or application thereof, to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these regulations or the application thereof to other persons or circumstances. The commissioner's court hereby declares that it would have enacted the remainder of these regulations without any such part, provision or application.

1.8. Definitions

The following words and terms, when used in this Title, shall have the following meanings, unless the context clearly indicates otherwise.

- (1) Commission – the Texas Commission on Environmental Quality and any of its predecessor or successor entities
- (2) Commissioners court (or court) - The commissioners court of Hidalgo County, Texas.
- (3) County - Hidalgo County, Texas.
- (3A) County OSSF Order - The order adopted by the court on February 8, 1999, pertaining to administration of the County OSSF program, as amended, replaced or recodified.
- (4) Drinking water - All water distributed by any agency or individual, public or private, for the purpose of human consumption, use in the preparation of foods or beverages, cleaning any utensil or article used in the course of preparation or consumption of food or beverages for human beings, human bathing, or clothes washing.
- (5) Engineer - A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act.
- (6) Final plat - A map or drawing and any accompanying material of a proposed subdivision prepared in a manner suitable for recording in the county records and prepared as described in these regulations.
- (7) Lot - An undivided tract or parcel of land.
- (8) Non-public water system - Any water system supplying water for domestic purposes, which is not a public water system.
- (9) OSSF - On-site sewage facilities as that term is defined in rules and/or regulations adopted by the commission, including, but not limited to, 30 TAC Chapter 285.
- (10) Platted - Recorded with the county in an official plat record.
- (11) Public water system - A system for the provision to the public of water for human consumption through pipes or other constructed conveyances, which includes all uses described under the definition for drinking water. Such a system must have at least 15 service connections or serve at least 25 individuals at least 60 days out of the year. This term includes any collection, treatment, storage, and distribution facilities under the control of the operator of such system and used primarily in connection with such system; and any collection or pretreatment storage facilities not under such control, which are used primarily in connection with such system. Two or more systems with each having a potential to serve less than 15 connections or less than 25 individuals but owned by the same person, firm, or corporation and located on adjacent land will be considered a public water system when the total potential service connections in the combined systems are 15 or greater or if the total number of individuals served by the combined systems

total 25 or more at least 60 days out of the year. Without excluding other meanings of the terms “individual” or “served,” an individual shall be deemed to be served by a water system if he lives in, uses as his place of employment, or works in a place to which drinking water is supplied from the system.

- (12) Purchaser - Shall include purchasers under executory contracts for conveyance of real property.
- (13) Retail public utility - Any entity meeting the definition of a retail public utility as defined in Water Code §13.002.
- (14) Sewerage facilities - The devices and systems which transport domestic wastewater from residential property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in these rules.
- (15) Subdivider - Any owner of land or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision.
- (16) Subdivision - Any tract of land divided into two or more parts that results in the creation of two or more lots of five acres or less intended for residential purposes. A subdivision includes re-subdivision (re-plat) of land, which was previously divided.
- (17) TAC - Texas Administrative Code, as compiled by the Texas Secretary of State.
- (18) Water facilities - Any devices and systems that are used in the supply, collection, development, protection, storage, transmission, treatment, and/or retail distribution of water for safe human use and consumption.

CHAPTER 2. MINIMUM STANDARDS

2.1. Scope of Standards

The establishment of a residential development with two or more lots of five acres or less where the water supply and sewer services do not meet the minimum standards of this Chapter is prohibited. A subdivision with lots of five acres or less is presumed to be a residential development unless the land is restricted to nonresidential use on the final plat and all deeds and contracts for deeds.

2.2. Water Facilities Development

(a) **Public water systems.**

- (1) Subdividers who propose to supply drinking water by connecting to an existing public water system must provide a written agreement with the retail public utility in substantially the form attached in Appendix 7-B. The agreement must provide that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the Subdivider has paid the cost of water meters and other necessary connection equipment, membership fees, water rights acquisition costs, or other fees associated with connection to the public water system so that service is available to each lot upon completion of construction of the water facilities described on the final plat.
- (2) Where there is no existing retail public utility to construct and maintain the proposed water facilities, the Subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the commission. The public water system, the water quality and system design, construction and operation shall meet the minimum criteria set forth in 30 TAC §§290.38- 290.51 and §§290.101-290.120. If groundwater is to be the source of the water supply, the Subdivider shall have prepared and provide a copy of a groundwater availability study that complies with the requirements of 30 TAC §§230.1- 230.11 for water availability for new public water supply systems and certifies the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply, the Subdivider shall provide evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

(b) **Non-public water systems.** Where individual wells or other non-public water systems are proposed for the supply of drinking water to residential establishments, the subdivider shall have prepared and provided a copy of a groundwater availability study that complies with the requirements of 30 TAC §§230.1- 230.11 for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of the available groundwater supplies relative to the ultimate needs of the subdivision. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC §§290.104, 290.106, 290.108 and 290.109, either:

- (1) without any treatment to the water; or
- (2) with treatment by an identified and commercially available water treatment system.

- (c) **Transportation of potable water.** The conveyance of potable water by transport truck or other mobile device to supply the domestic needs of the subdivision is not an acceptable method, except on an emergency basis. Absence of a water system meeting the standards of these rules due to the negligence of the Subdivider does not constitute an emergency.

2.3. Wastewater Disposal

(a) **Organized sewerage facilities.**

- (1) Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of wastes from the commission in accordance with 30 TAC Chapter 305 and obtain approval of engineering planning materials for such systems under 30 TAC Chapter 317 from the commission.
- (2) Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written agreement in substantially the form attached in Appendix 7-B with the retail public utility. The agreement must provide that the retail public utility has or will have the ability to treat the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the Subdivider has paid the cost of all fees associated with connection to the wastewater collection and treatment system have been paid so that service is available to each lot upon completion of construction of the wastewater facilities described on the final plat. Engineering plans for the proposed wastewater collection lines must comply with 30 TAC Chapter 317.

(b) **On-site sewerage facilities.**

- (1) On-site facilities, which serve single family or multi-family residential dwellings with anticipated wastewater generations of no greater than 5,000 gallons per day, must comply with 30 TAC Chapter 285 and the County OSSF Order.
- (2) Proposals for sewerage facilities for the disposal of sewage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 317 and the County OSSF order.
- (3) The commission or its authorized agent shall review proposals for on-site sewage disposal systems and make inspections of such systems as necessary to assure that the system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular §§285.4, 285.5 and 285.30-285.39 and the County OSSF Order. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC §285.3(i), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

2.4. Greywater Systems for Reuse of Treated Wastewater

- (a) **Organized or municipal sewerage systems.** Any proposal for sewage collection, treatment and disposal, which includes greywater reuse, shall meet minimum criteria of 30 TAC Chapter 210 promulgated and administered by the commission.
- (b) **On-site sewerage facilities.** Any proposal for on-site sewage disposal, which includes provisions for greywater use, shall meet the minimum criteria of 30 TAC Chapter 285.

2.5. Sludge Disposal

The disposal of sludge from water treatment and sewerage facilities shall meet the criteria of 30 TAC Chapter 312 and Chapter 317.

2.6. Setbacks

In areas that lack a nationally recognized fire code as listed in Local Government Code, §233.062(c) and lack water lines sized for fire protection, setbacks from roads and right-of-ways shall be a minimum of 10 feet, setbacks from adjacent property lines shall be a minimum of five feet, and shall not conflict with separation or setback distances required by rules governing public utilities, on-site sewerage facilities, or drinking water supplies. Setback lines required elsewhere in the orders or rules of the county shall control to the extent greater setbacks are therein required.

2.7. Number of Dwellings Per Lot

No more than one single family detached dwelling shall be located on each lot. A notation of this restriction shall be placed on the face of the final plat. This restriction shall be placed in all deeds and contracts for deeds for real estate sold within the subdivision. Proposals, which include multi-family residential, shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

2.8 Other Regulations

The Subdivision shall meet Road, Drainage and General Utility Construction Standards contained in Appendix 5.

CHAPTER 3. PLAT APPROVAL

3.1. Applications for Plat Approval

- (a) Owner representation. An application for approval of a plat shall be filed with the county by the record owner of the property to be subdivided or the duly authorized agent of the record owner.
- (b) Standards. Every plat creating two or more lots of five acres or less for residential use shall comply with the standards of Chapter 2 and the requirements of Chapter 3 of this subchapter.

3.2. Final Engineering Report

The final plat shall be accompanied by an engineering report bearing the signed and dated seal of a professional engineer registered in the State of Texas. The engineering report shall discuss the availability and methodology of providing water facilities and wastewater treatment to individual lots within the subdivision. A detailed cost estimate per lot acceptable to the county shall be provided for those unconstructed water supply and distribution facilities and wastewater collection and treatment facilities, which are necessary to serve each lot of the subdivision. The plan shall include a construction schedule for each significant element needed to provide adequate water or wastewater facilities. If financial guarantees are to be provided under §364.54 of this title, the schedule shall include the start dates and completion dates.

- (1) Public Water Systems
 - (A) Where water supplies are to be provided by an existing public water system, the subdivider shall furnish an executed contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1A and referenced in §365.32(a)(1) of this title. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project which may include in addition to the county the commission and the county health department. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for a public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision.
 - (B) Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the commission and include evidence of the CCN issuance with the plat. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for a public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply then the final engineering report shall include evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale

water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

- (2) Non-public water systems. Where individual wells are proposed for the supply of drinking water to residences, the final engineering report shall include the quantitative and qualitative results of sampling the test wells in accordance with §of this title. The results of such analyses shall be made available to the prospective property owners. If the water quality of the test well required pursuant to §364.32 (b) of this title does not meet the water quality standards as set forth in that section without treatment by an identified and commercially available water treatment system, then the final report must state the type of treatment system that will treat the water produced from the well to the specified water quality standards, the location of at least one commercial establishment within the county at which the system is available for purchase, and the cost of such system, the cost of installation of the system, and the estimated monthly maintenance cost of the treatment system. The final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. The description of the required sanitary control easement shall be included.
- (3) Organized sewerage facilities
 - (A) Where wastewater treatment is to be provided by an existing retail public utility, the subdivider shall furnish evidence of a contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1B and referenced in §364.33(a)(2) of this title. Before final plat approval, an appropriate permit to dispose of wastes shall have been obtained from the commission and plans and specification for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project.
 - (B) Where there is no existing retail public utility to construct and maintain the proposed sewerage facilities, the subdivider shall establish a retail public utility and obtain a CCN from the commission. Before final plat approval, a wastewater treatment permit authorizing the treatment of the wastewater for the ultimate build-out population of the subdivision shall have been obtained from the commission and plans and specifications for the proposed sewerage facilities shall have been approved by all entities having jurisdiction over the proposed project.
- (4) On-site sewerage facilities. Where private on-site sewerage facilities are proposed, the final engineering report shall include planning materials required by 30 TAC §285.30 and all other information required by the county's OSSF order.

3.3. Additional Information

Additional information is necessary to determine the adequacy of proposed water and wastewater improvements as part of the plat approval process. Such information includes, but is not limited to:

- (1) layout of proposed street and drainage work;
- (2) legal description of the property;

- (3) existing area features;
- (4) topography;
- (5) flood plains;
- (6) description of existing easements;
- (7) layout of other utilities;
- (8) notation of deed restrictions;
- (9) public use areas; and
- (10) proposed area features.

3.4. Financial Guarantees for Improvements
Construction Agreement

3.5. Review and Approval of Final Plats

- (a) Scope of review. The county will review the final plat to determine whether it meets the standards of Chapter 2 and the requirements of Chapter 3 of this subchapter.
- (b) Disapproval authority. The commissioner's court shall refuse to approve a plat if it does not meet the requirements prescribed by or under these rules.
- (c) Prerequisites to approval. Final plat approval shall not be granted unless the Subdivider has accomplished the following:
 - (1) dedicated the sites for the adequate water and sewerage facilities identified in the final plat to the appropriate retail public utility responsible for operation and maintenance of the facilities; and
 - (2) provided evidence that the water facilities and sewerage facilities have been constructed and installed in accordance with the criteria established within these rules and the approvals from commission of the plans and specifications for such construction, including any change orders filed with these agencies; or
 - (3) obtained all necessary permits for the proposed water facilities and sewerage facilities (other than for OSSF permits on individual lots within the proposed subdivision) and has entered into a financial agreement with the county secured by a bond or other alternative financial guarantee such as a cash deposit or letter of credit for the provision of water and sewerage facilities with the bond or financial guarantee meeting the criteria established in Chapter 3 of this Title.

3.6. Time Extensions for Providing Facilities

- (a) Reasonableness. The commissioners court may extend, beyond the date specified on the plat or on the document attached to the plat, the date by which the required water and sewer service facilities must be fully operable if:
 - (1) any financial guarantees provided with the final plat as originally submitted are effective for the time of the requested extension or new financial guarantees that comply with §364.54 are submitted which will be effective for the period of the extension; and
 - (2) the court finds the extension is reasonable and not contrary to the public interest.
- (b) Timeliness. If the facilities are fully operable before the expiration of the extension period, the facilities are considered to have been made fully operable in a timely manner.
- (c) Unreasonableness. An extension is not reasonable if it would allow a residence in the subdivision to be inhabited without water or sewer services that meet the standards of Chapter 2 of this Title.

3.7. Criteria for Subdivisions that Occurred Prior to September 1, 1989

- (a) Authority and scope. This section shall apply only to tracts of land that were divided into two or more parts to lay out a subdivision before September 1, 1989 and have not been platted or recorded. This section is in addition to the authority of the county to grant a delay or variance pursuant to Local Government Code §232.043 or a rule of the county adopted pursuant to such provision.
- (b) Purpose. It is the purpose of this section to promote the public health of the county residents, to ensure that adequate water and sewerage facilities are provided in subdivisions within the

jurisdiction of this county, and to establish the minimum standards for pre-1989 subdivisions for which no plat has been filed or recorded in the records of the county.

- (c) Required plat. In the event that the owner of tract of land located outside the limits of a municipality who subdivided the tract into two or more parts to lay out a subdivision of the tract prior to September 1, 1989, including an addition, or to lay out suburban lots or building lots, and to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, was legally obligated to, but has failed to have a plat of the subdivision prepared, approved by the commissioners court, and filed, the owner of a residential lot which was created by the subdivision may have a plat of the individual lot prepared and approved by the commissioners court as provided in this section in lieu of the filing of a plat of the subdivision.
- (d) Special criteria. The commissioners court may approve the plat of a residential lot which does not comply with the provisions of 1.5(b) of this title (sale restrictions), 2.6 of this title (Setbacks), 2.7 of this title (Number of Dwellings per Lot), 3.2 of this title (Final Engineering Report), and 3.4 of this title (Financial Guarantees for Improvements) as applied to an individual subdivided lot if such approval is in harmony with the general purpose and intent of these rules so that the public health, safety, and welfare may be secured and substantial justice done.
 - (1) Owners of individual lots in a single un-platted subdivision may file a joint request for approval of their respective individual residential lots.
 - (2) An application for approval of the plat of an individual lot shall be made in writing. The application shall state specifically the chapter, section, or subsection with which the plat does not comply and from which a waiver is being requested. The application shall contain available information and documentation, which supports the requested approval. The applicant shall also provide such additional documentation as the commissioners court may request to support the application, including:
 - (A) a copy of a dated plat, sales contract, utility records, or other acceptable documentation that the subdivision occurred prior to September 1, 1989;
 - (B) the name and address of the original Subdivider or the Subdividers authorized agent, if known;
 - (C) a survey and plat of the lot for which approval is requested, showing existing residences, roads, and utilities; and
 - (D) a deed, an affidavit of ownership or other evidence of ownership of the lot for which approval is requested.
 - (3) Approval of plats of individual lots shall be granted subject to the limitations of state law, and based on written findings by the commissioners court that:
 - (A) the lot for which approval is requested is within a tract that was subdivided prior to September 1, 1989, and is not owned by the original Subdivider;
 - (B) a plat was required for the subdivision, but has not been filed with the county by the Subdivider legally obligated to file it;
 - (C) an existing, currently occupied residential dwelling is located on the lot;
 - (D) existing water and sewer services which comply with the minimum standards set forth herein are available to the lot; and
 - (E) the request is reasonable, compliance with specified sections of these rules is impractical, and a waiver is not contrary to the public health and safety.

- (e) Final determination. The commissioner's court shall make the final decision on an application for a waiver, following review and recommendation by the county planning commission or department, if any. The applicant may withdraw a request for a waiver at any point in the process. If the requested waiver application is approved by the commissioner's court, the county shall issue a certificate stating that a plat of the residential lot has been reviewed and approved.

CHAPTER 4. ENFORCEMENT

4.1. Oversight

The owner, by submitting a plat, acknowledges the authority of the county and state agencies to lawfully enter and inspect property for purposes of execution of their statutory duties. Such inspection will not release the owner from any obligation to comply with the requirements of these rules.

4.2. General Enforcement Authority of County

The provisions of this chapter are enforceable pursuant to the specific provisions hereof related to enforcement and state law including Water Code, Chapter 7 and §§16.352, 16.353, 16.3535, 16.354, and 16.3545, and Local Government Code, §232.037 and §232.080.

AI-5485
Elections
CC REGULAR

13.A.

Date: 09/18/2007
Submitted By: Teresa Navarro, ELECTIONS DEPT.
Department: ELECTIONS DEPT.
Agenda Area: Elections Administration

Information

CAPTION

Elections Services Agreement (leasing of voting system) between the County of Hidalgo and the City of Alamo for their November 6, 2007 City Commission Election

BACKGROUND

Fiscal Impact

Attachments

Link: VOTING SYSTEM
LEASING CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 11:48 AM	APRV
2	Dale Kennan	Dale Kennan	09/12/2007 01:46 PM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 06:22 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Teresa Navarro
Started On: 09/11/2007 04:09 PM

Final Approval Date: 09/14/2007

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

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

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

ARTICLE V

TERM

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

ARTICLE VI

COST OF SERVICE AND BILLING

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

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

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

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

ARTICLE VII

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

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

respecting the written subject matter.

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

SIGNED this ____ day of _____, 2007

ELECTIONS ADMINISTRATOR

BY: _____
TERESA R. NAVARRO

NAME OF LEASING ENTITY

BY: _____

PRINT: _____

TITLE: _____

APPROVAL COUNTY OF HIDALGO:

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

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-5489

14.A.

**Appointment of Community Representatives
CC REGULAR**

Date: 09/18/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval of Appointment of one (1) Community Representative by each member of the Commissioners' Court, to serve on the Hidalgo County Head Start Program Policy Council, for a one (1) year term according to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) beginning October 2007

BACKGROUND

Appointment of Head Start Community Representatives (no fiscal impact)

Fiscal Impact

Attachments

Link: [Community Representatives](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 03:54 PM	APRV
2	Dale Kennan	Dale Kennan	09/13/2007 08:03 AM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 10:24 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Linda Galaviz
Started On: 09/12/2007 09:21 AM
Final Approval Date: 09/14/2007

Program Governance

Performance Standard

1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Program Governance

Performance Standard 1304.50(b)(1) — (b)(7)

(continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(continued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-5435
Sheriff's Office
CC REGULAR

15.A.

Date: 09/18/2007
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Sheriff's Office--Chief Deputy Anacleto Martinez:

Approval to extend the termination date for the Texas Border Sheriffs Coalition Operation Linebacker Grant (State Portion)--new termination date is October 31, 2007.

BACKGROUND

An extension was granted to spend all the monies awarded to the Sheriff's Office. This will include the continued funding of the four officers assigned under the grant and operating expenses.

Grant Number: 0717(07)
Account Number: 7-1284-421-00-280-035-7

Fiscal Impact

Attachments

Link: tbsc.stateportion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/12/2007 08:37 AM	APRV
2	Mike Escaname	Mike Escaname	09/12/2007 09:48 AM	APRV
3	Linda Fong		09/14/2007 05:13 PM	PEND

Form Started By: Emilia Uriegas
Started On: 09/06/2007 10:06 AM
Final Approval Date: 09/14/2007

August 31, 2007

Sheriffs
Texas Border Sheriff's Coalition

Dear Sheriff:

The contents of this letter pertain **ONLY TO THE STATE GRANT**.

Our current grant period ends today, August 31, 2007, and many have been asking for a commitment in writing of the extension. We had been advised at one time that we would be extended but not in writing. There has been an adjustment of programs in the Criminal Justice Division and Homeland Security Director Steve McCraw.

I was advised in writing today of the following which includes some new procedures.

Our grant 28595-01 to which you are contract holders is extended to **OCTOBER 31, 2007**, with a 90 day period after that for us to complete the obligations and reimbursements. No new RFF's will be received after October 31, 2007.

All Sheriffs **should apply** by each county to **CJD for JAG funds** to increase law enforcement personnel and cover operational expenses for their border activities.

Equipment purchases that are not obligated by October 31, 2007, may be included in the individual applications from the Sheriffs.

The new grant period will be November 1, 2007 through September 30, 2008.

The **due date** for JAG applications is **SEPTEMBER 14, 2007**.

The link to eGrants is <https://cjdonline.governor.state.tx.us>. All filings will be electronic as will reimbursement submissions.

First you must log into the system. Go to "Grantee Login" and click on "Register Here." Complete the registration process prior to preparing your applications. Registration is required for the Grant Writer (you or your designee); the Authorized Official (County Judge); Financial Officer (County Auditor or Treasurer); and the Project Director (the Sheriff or his designee). **ONLY ONE OF THESE FOUR MUST REGISTER TO BEGIN THE APPLICATION PROCESS.**

It is noted that Counties that have already submitted other applications through eGrants will have a login and password for the County Judge and County Auditor.

The three steps that are critical are:

- 1) Create the Application;
- 2) Submit the application
- 3) Certify the application.

The application may be completed and submitted by any of the four listed above. However, **the CERTIFICATION must be completed by the Authorized Official.** APPLICATIONS THAT HAVE NOT BEEN CERTIFIED BY THE AUTHORIZED OFFICIAL CANNOT BE CONSIDERED.

IMPORTANT:

The Authorized Official may certify an application even if the Commissioner's Court has not approved a Resolution authorizing submission of the application.

The RESOLUTION may be submitted after approval by the Commissioners and MUST be submitted prior to CJD issuing award documents. The requirements for Resolutions are included in eGrants under the "Documents" tab. Resolutions may be uploaded into eGrants under the "Summary" tab.

The goal of CJD in this process is to improve the efficiency of the grant process and will allow the Sheriffs and the BSOC to focus on developing strategies, planning targeted operations, and coordinating activities on behalf of the Sheriffs.

As your Executive Director, I have been asked to work with CJD in reviewing applications and providing suggestions on the priorities for strategic placement of personnel and equipment requested in applications.

The office of the Executive Director will also file a JAG grant application, with your permission, and remain with current staffing at this time.

In the case of TBSC/Executive Director, the Authorizing Official will be the Chairman

The expert on the application process is our "guiding light" Judy Switzer at 512-463-7879.

As always, I am available to answer any questions that I can and provide support. Gentlemen, I know that this is short notice and the extension time is different that I have told you but the change was just made in Austin and instructions were promulgated.

I believe that this will provide us continuity of funding and reimbursements will be directly from the state, where they are streamlining the process electronically.

Please remember that this only applies to the STATE grant. Nothing changes on the Federal Grant.

Yours in Service,

Donald L. Reay

AI-5585

15.B.

Acceptance of 2003 Grant SCAAP Award -\$33,583.00

CC REGULAR

Date: 09/18/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Submitted For: Sheriff's Office - Lt. R.Ozuna

Department: BUDGET & MANAGEMENT

Agenda Area: Sheriff's Office

Information

CAPTION

Acceptance of 2003 Grant State Criminal Alien Assistance Program (SCAAP) Award from the Bureau of Justice Assistance (BJA) in the amount of \$33,583.00 & authorize County Judge to sign Acceptance Document

BACKGROUND

Fiscal Impact

Attachments

Link: [E-Mail - SCAAP](#)

Link: [SCAAP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/14/2007 04:50 PM	APRV
2	Rey Salazar		09/14/2007 05:13 PM	NEW

Form Started By: Monica Badillo
Started On: 09/14/2007 02:46 PM
Final Approval Date: 09/14/2007

Show Header

[Print](#) [Hide Envelope](#)

From: rozuna@hidalgo.org [Add to Address Book](#)
To: monica.badillo@co.hidalgo.tx.us
Date: Friday, September 14, 2007 2:24:47 PM
Subject: Fw: FY 2003 SCAAP Award
[📎 2003 SCAAP Award Acceptance Document.doc](#)

Lt. Richard Ozuna
Hidalgo County Sheriff's Office
711 East El Cibolo Road
Edinburg, Texas 78539
Voice: (956) 393-6022
FAX: (956) 393-6021

----- Forwarded by Richard Ozuna/HCSO on 09/14/2007 02:20 PM -----

"Husted, Joseph" <Joseph.Husted@usdoj.gov> To "SCAAP" <SCAAP1@usdoj.gov>
cc
09/14/2007 09:50 AM bcc
Subject FY 2003 SCAAP Award

Dear FY 2003 SCAAP Participant:

The Office of Justice Programs (OJP) recently conducted a review of the status of State Criminal Alien Assistance Program (SCAAP) awards, which indicated that your jurisdiction's FY 2003 SCAAP award was never accepted and the funds disbursed.

Based on this review, the Bureau of Justice Assistance (BJA) is providing your jurisdiction with a final opportunity to accept its FY 2003 award and receive these funds. To do so, all FY 2003 awards must be accepted no later than 12:00 Noon (e.t.) on Friday, September 21, 2007. Awards not accepted by this time will be deobligated and no longer available for acceptance.

To accept your FY 2003 SCAAP award, follow the four steps identified below:

1. Reply to this email and notify BJA of your intent to accept your FY 2003 SCAAP award with your jurisdiction name and state in the subject line of the return email after "FY 2003 SCAAP Award."
2. Print out the "Award Acceptance" form that is attached to this email. Complete all blanks and have the document signed by your jurisdiction's Chief Executive Officer (CEO).
3. Fax the completed, signed form back to BJA at (202) 305-1367

Once BJA has received your signed "Award Acceptance" form, the funds will be transferred electronically to your jurisdiction's bank account.

Please contact Joe Husted, SCAAP Program Manager, at (202) 353-4411 or Joseph.Husted@usdoj.gov, should you have any questions regarding your FY 2003 SCAAP award.

Sincerely,

The SCAAP Program Team

<<2003 SCAAP Award Acceptance Document.doc>>

[Show Header](#)

[Print](#) [Hide Envelope](#)

From: rozuna@hidalgo.org [Add to Address Book](#)
To: monica.badillo@co.hidalgo.tx.us
Date: Friday, September 14, 2007 2:34:43 PM
Subject: Fw: 2003 SCAAP Funding Amount

Lt. Richard Ozuna
Hidalgo County Sheriff's Office
711 East El Cibolo Road
Edinburg, Texas 78539
Voice: (956) 393-6022
FAX: (956) 393-6021

----- Forwarded by Richard Ozuna/HCSO on 09/14/2007 02:30 PM -----

"Husted, Joseph" <Joseph.Husted@usdoj.gov> To: <rozuna@hidalgo.org>
cc
09/14/2007 02:24 PM bcc
Subject: 2003 SCAAP Funding Amount

County of Hidalgo TX 2003-AP-BX-0490 Funding Amount 33,583.00

Joseph Husted
Master Key Consulting
At U.S. Department of Justice
Office of Justice Programs
joseph.husted@usdoj.gov

Jurisdiction: County of Hidalgo

State: Texas

Award Number: 2003-AP-BX-0490

Amount: \$ 33,583.00

Fiscal Year 2003 Payment Acceptance And Electronic Transfer of Funds

The Bureau of Justice Assistance (BJA) has completed your review of your facility, inmate, and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The Bureau of Immigration and Customs Enforcement has vetted the inmate records, and an award amount has been calculated.

In accepting this award, you understand that BJA reserves the right to take appropriate administrative action, including intensive monitoring, repayment action, or adjustment to future payments, to resolve data discrepancies, errors, or audit finding related to any information reporting in your application.

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. Additionally, awarded funds are not restricted and may be used by the jurisdiction for any purpose not prohibited by federal law. With your acceptance of SCAAP's terms, conditions, and award amount, OJP will initiate an electronic payment in that amount to your bank account of record, as verified through the online SCAAP registration process and in accordance with applicable E-Government rules and requirements.

CEO Name: Juan D. Salinas, III

CEO Title: Hidalgo County Judge

Date: September 18, 2007

CEO Signature: _____

AI-5527

16.A.

**Approval to name a street: Barnett Lane
CC REGULAR**

Date: 09/18/2007

Submitted By: Cynthia Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Agenda Area: Precinct #1

Information

CAPTION

Requesting approval to name a street located South of FM 491 BARNETT LANE (CR 3380). LRGVDC 911 Department has been advised.

BACKGROUND

Fiscal Impact

Attachments

Link: [Barnett Lane](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 04:03 PM	APRV
2	Ana Galvan	Anna Galvan	09/13/2007 01:50 PM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 01:55 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Cynthia Rios
Started On: 09/12/2007 03:13 PM

Final Approval Date: 09/14/2007

COUNTY *of* HIDALGO



SYLVIA S. HANDY

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

PETITION TO NAME A RURAL ROAD

**WE THE UNDESIGNED RESIDENTS OF TURNER TRACT
SUBDIVISION SOLD BY METES AND BOUNDS LOCATED S. OF FM
491 WOULD LIKE TO NAME OUR STREET:**

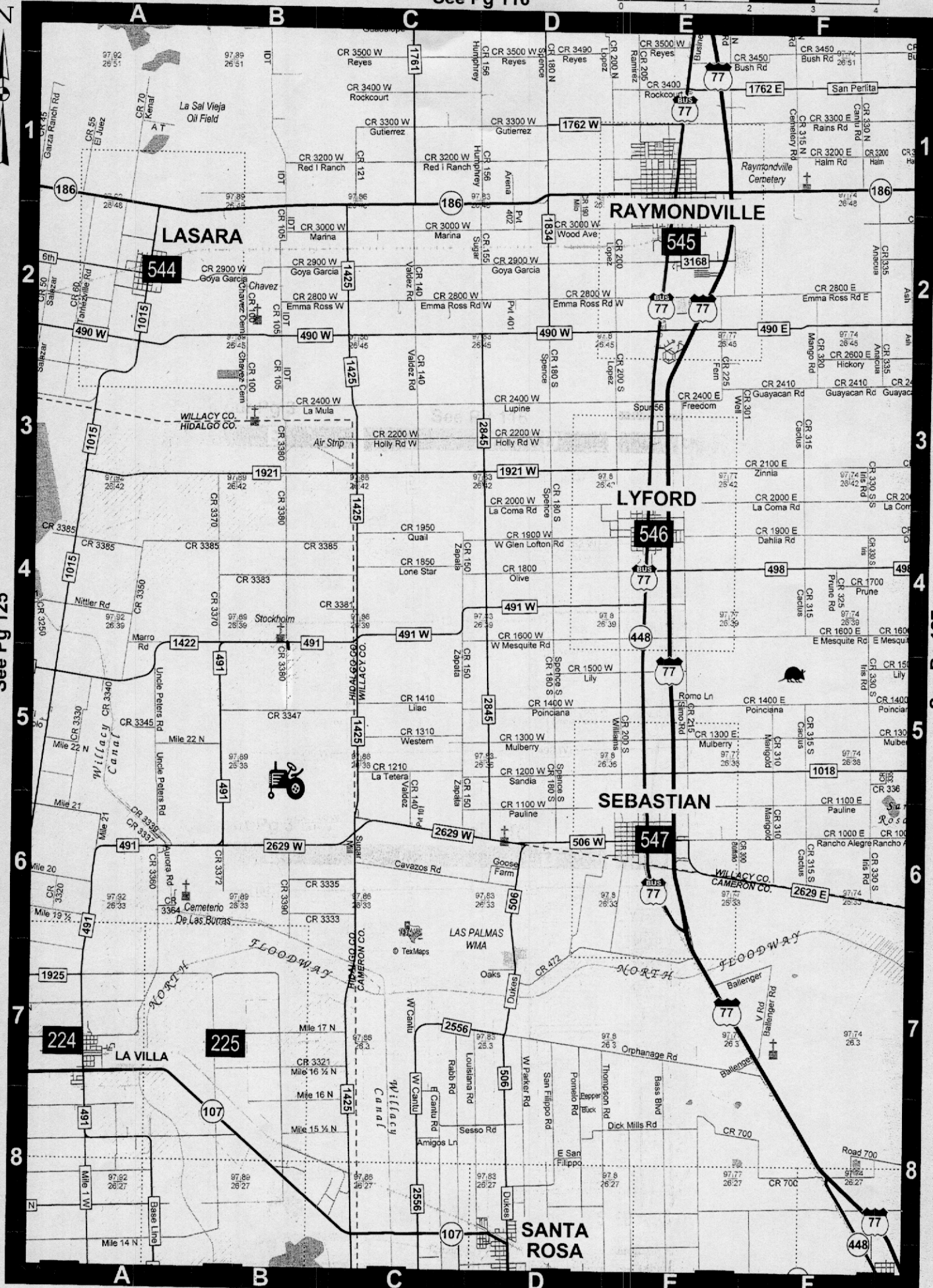
BARNETT LANE





See Pg 125

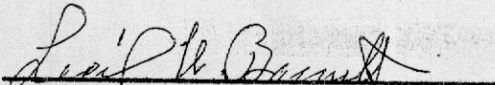
See Pg 127

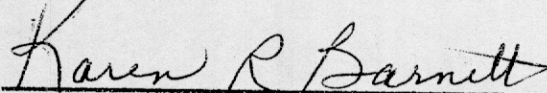



PETITION TO NAME RURAL ROAD

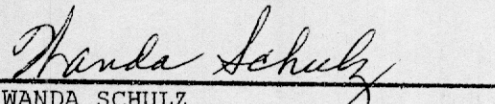
WE THE UNDERSIGNED RESIDENTS OF TURNER TRACT SUBDIVISION WOULD LIKE TO NAME OUR ROAD THE FOLLOWING:

1. BARNETT LANE
2. BARNETT ROAD
3. BARNETT AVENUE


LECIL W. BARNETT


KAREN R BARNETT


DANIEL BARNETT


WANDA SCHULZ

956-743-5588
Rt 1 Box 129
Lyford, IA 78569

RECEIVED

MAY 21 2007

PRECINCT 1

COMMISSIONER SYLVIA S. HANDY

AI-5532
Cano Street
CC REGULAR

16.B.

Date: 09/18/2007
Submitted By: Cynthia Rios, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Requesting approval to name CR 1274 located approximately 1/4 mile West of FM 1015 on Mile 13 North, CANO STREET. LRGVDC 911 Department has been advised.

BACKGROUND

Fiscal Impact

Attachments

Link: [Cano Street](#)

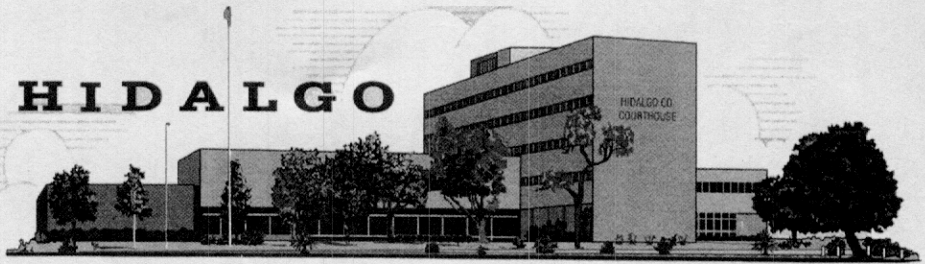
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 04:17 PM	APRV
2	Erika Reyna	Erika Reyna	09/13/2007 08:55 AM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 10:30 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Cynthia Rios
Started On: 09/12/2007 03:30 PM

Final Approval Date: 09/14/2007

COUNTY *of* **HIDALGO**



SYLVIA S. HANDY

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

PETITION TO NAME A RURAL ROAD

THE LRGVDC 9-1-1 ADDRESSING DEPARTMENT IS REQUESTING THE NAMING OF CR 1274 LOCATED APPROXIMATELY ¼ MILE WEST OF FM 1015 ON MILE 13 NORTH. CR1274 IS A DEDICATED COUNTY ROAD FROM THE INTERSECTION OF MILE 13 NORTH TO 798.55 FEET NORTH OF THAT INTERSECTION. FURTHER, CR1274 BEGINS AS AN EASEMENT FROM THAT POINT NORTH TO THE INTERSECTION OF MILE 13 ½ NORTH. WE ARE REQUESTING FOR THIS SECTION TO BE NAMED FOR 911 PURPOSES ONLY AS:

CANO STREET

(See attached)





Lower Rio Grande Valley Development Council

Hon. Norma G. Garza, Member-At-Large.....President
 Mayor Connie de la Garza, Harlingen.....1st Vice-President
 Commissioner Ricardo Rodriguez, San Juan.....2nd Vice-President
 Mayor Silvestre Garcia, Combes.....Secretary
 Commissioner Israel Tamez, Willacy County.....Treasurer
 Mayor Norberto "Beto" Salinas, Mission.....Immediate Past President

BOARD MEMBERS

Gilberto Hinojosa
Judge, Cameron County

Sylvia Handy
Commissioner, Hidalgo County

Victor Perez
Commissioner, Alamo

Henry Gonzalez
Commissioner, Brownsville

Ricardo L. Morales
Mayor, Donna

Ricardo Rodriguez, Jr.
Councilmember, Edinburg

John David Franz
Mayor, Hidalgo

Ric Godinez
Commissioner, McAllen

Joel Quintanilla
Mayor, Mercedes

Leo Palacios, Jr.
Mayor, Pharr

Joe Alexandre
Mayor, Raymondville

Joe Sanchez
Mayor, Westaco

Arturo Guajardo
Pharr-San Juan-Alamo I.S.D.

Dr. J. Gilbert Leal
President, TSTC, Harlingen

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Adrian A. Ariaga
Member-At-Large

Mayor Patrick Marchan
Member-At-Large

Arturo Ramirez
Grassroot Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

FACSIMILE

Date: 7-23-2007
 TO: Cindy Rios
 Organization: Pct 1
 Fax#: 973-7853
 From: JUAN TORRES -- JOE PENA
LRGVDC, 9-1-1 DEPARTMENT

COMMENTS:

This is in reference to an unnamed street approximately 1/4 mile West of FM 1015 on Mile 13 1/2 N. (See attached)

The 911 department approves of naming this street CANO ST.

Upon your approval, please set up a street sign at this location.

Thanks

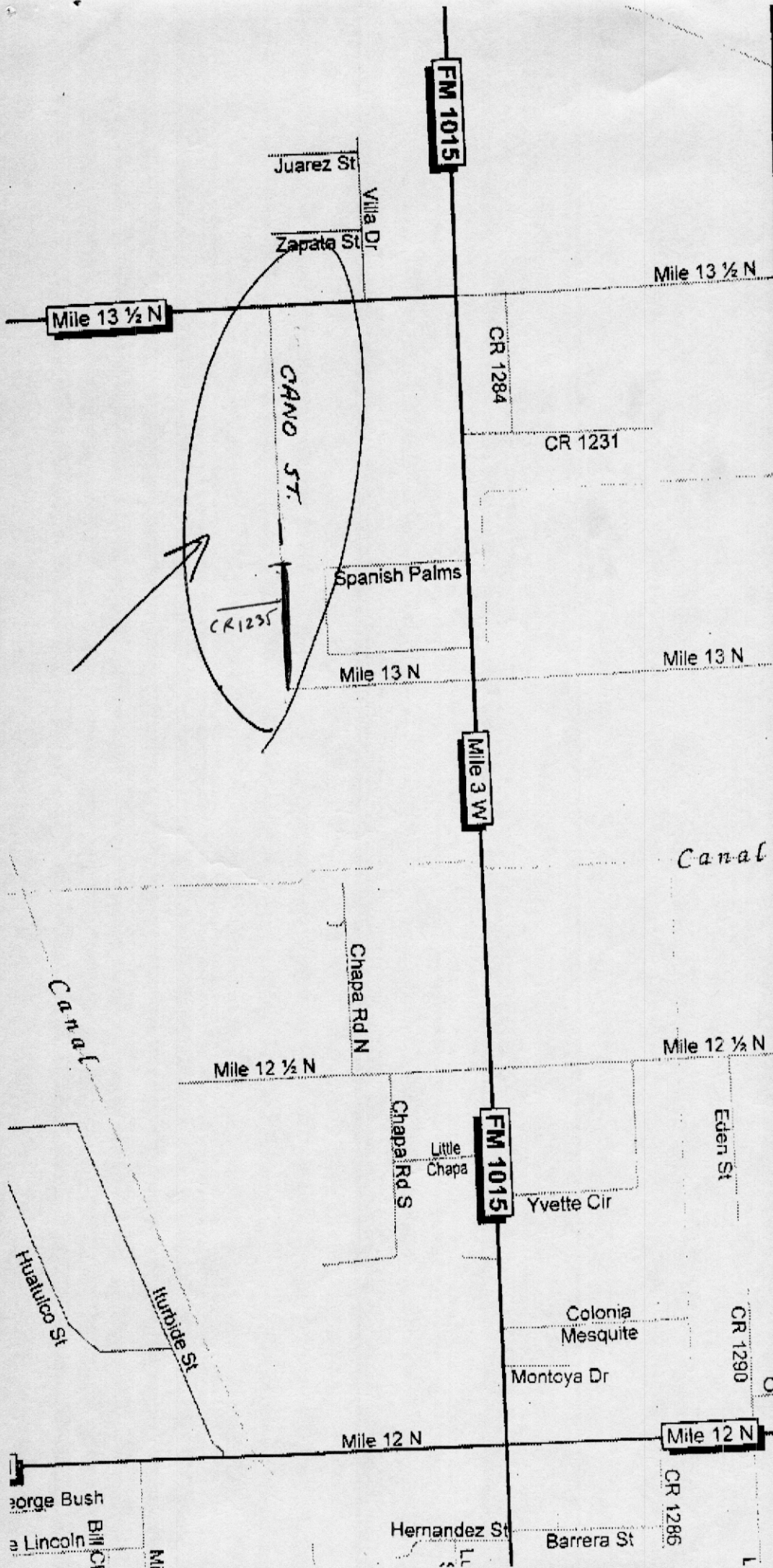
Total # of pages including this Fax Cover Sheet: _____ pages

If your fax copy was incomplete or illegible, Please call me @
Phone # (956) 682-3481 ext. 124 Fax # (956) 682-3295

MAIN OFFICE ⇨ 311 N. 15th ST. ⇨ McALLEN, TX 78501-4705 ⇨ TEL: (956) 682-3481 ⇨ FAX: (956) 682-4670
TTY FOR HEARING IMPAIRED: 1-800-735-2989

RIO TRANSIT CENTER ⇨ 510 S. PLEASANTVIEW DR. ⇨ WESLACO, TX 78596 ⇨ TEL: (956) 969-3761 ⇨ FAX: (956) 969-6178
REGIONAL POLICY ACADEMY ⇨ 1902 N. LOOP 499, BUILDING K ⇨ HARLINGEN, TX 78550-3697 ⇨ TEL: (956) 364-6007 ⇨ FAX: (956) 364-5196

Website: www.lrgvdc.org
PRINTED ON RECYCLED PAPER



4
5
6
7

See Pg 254-253
D-5

AI-5551
Old Rio Rico Road
CC REGULAR

16.C.

Date: 09/18/2007
Submitted By: Cynthia Rios, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Requesting approval to rename Rio Rico Road that runs South from Mile 3 North between FM 491 and Mile 1 1/2 East to: OLD RIO RICO ROAD. LRGVDC 911 Department has been advised.

BACKGROUND

Fiscal Impact

Attachments

Link: [Old Rio Rico Road](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/13/2007 03:34 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/14/2007 08:24 AM	APRV
3	Purchasing Department	Marty Salazar	09/14/2007 02:15 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Cynthia Rios
Started On: 09/12/2007 04:49 PM

Final Approval Date: 09/14/2007

COUNTY *of* **HIDALGO**



SYLVIA S. HANDY

County Commissioner, Pct. 1

1902 Joe Stephens Ave.

Weslaco, TX 78596

(956) 968-8733

PETITION TO RENAME A RURAL ROAD

**THE LRGVDC 9-1-1 ADDRESSING DEPARTMENT IS REQUESTING
THE RENAMING OF RIO RICO ROAD THAT RUNS SOUTH FROM
MILE 3 NORTH BETWEEN FM 491 AND MILE 1 ½ EAST TO:**

**OLD RIO RICO ROAD
(Please see attached)**





BOARD MEMBERS

Gilberto Minojosa
Judge, Cameron County

Sylvia Handy
Commissioner, Hidalgo County

Victor Perez
Commissioner, Alamo

Henry Gonzalez
Commissioner, Brownsville

Ricardo L. Morales
Mayor, Donna

Ricardo Rodriguez, Jr.
Councilmember, Edinburg

John David Franz
Mayor, Hidalgo

Ric Godinez
Commissioner, McAllen

Joel Quistanilla
Mayor, Mercedes

Leo Palacios, Jr.
Mayor, Pharr

Joe Alexandre
Mayor, Raymondville

Joe Sanchez
Mayor, Westaco

Arturo Guajardo
Pharr-San Juan-Alamo I.S.D.

Dr. J. Gilbert Leal
President, TSTC, Harlingen

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Adrian A. Arriaga
Member-At-Large

Mayor Patrick Marchan
Member-At-Large

Arturo Ramirez
Grassroot Organizations

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

Lower Rio Grande Valley Development Council

Hon. Norma G. Garcia, Member-At-Large.....President
Mayor Connie de la Garza, Harlingen.....1st Vice-President
Commissioner Ricardo Rodriguez, San Juan.....2nd Vice-President
Mayor Silvestre Garcia, Combes.....Secretary
Commissioner Israel Tamez, Willacy County.....Treasurer
Mayor Norberto "Beto" Salinas, Mission.....Immediate Past President

FACSIMILE

Date: 9-10-07
TO: Cindy
Organization: Pct 1
Fax#: 973-7853
From: JUAN TORRES / JOE PENA
LRGVDC, 9-1-1 DEPARTMENT

COMMENTS:

This is a recommendation to re-name Rio Rico Rd. that runs south from Mile 3 N. between FM 491 and Mile 1 1/2 E. to:

OLD RIO RICO RD.

This is because FM 491 is also known as Rio Rico Rd. and there is much confusion with the address ranges.

Total # of pages including this Fax Cover Sheet: _____ pages

If your fax copy was incomplete or illegible, Please call me @
Phone # (956) 682-3481 ext. 124 Fax # (956) 682-3295

MAIN OFFICE ◊ 311 N. 15th ST. ◊ McALLEN, TX 78501-4705 ◊ TEL: (956) 682-3481 ◊ FAX: (956) 682-4870
TTY FOR HEARING IMPAIRED: 1-800-735-2989

RIO TRANSIT CENTER ◊ 510 S. PLEASANTVIEW DR. ◊ WESLACO, TX 78596 ◊ TEL: (956) 969-5781 ◊ FAX: (956) 969-8175
REGIONAL POLICY ACADEMY ◊ 1902 N. LOOP 499, BUILDING K ◊ HARLINGEN, TX 78550-3697 ◊ TEL: (956) 364-4507 ◊ FAX: (956) 364-5136

Website: www.lrgvdc.org
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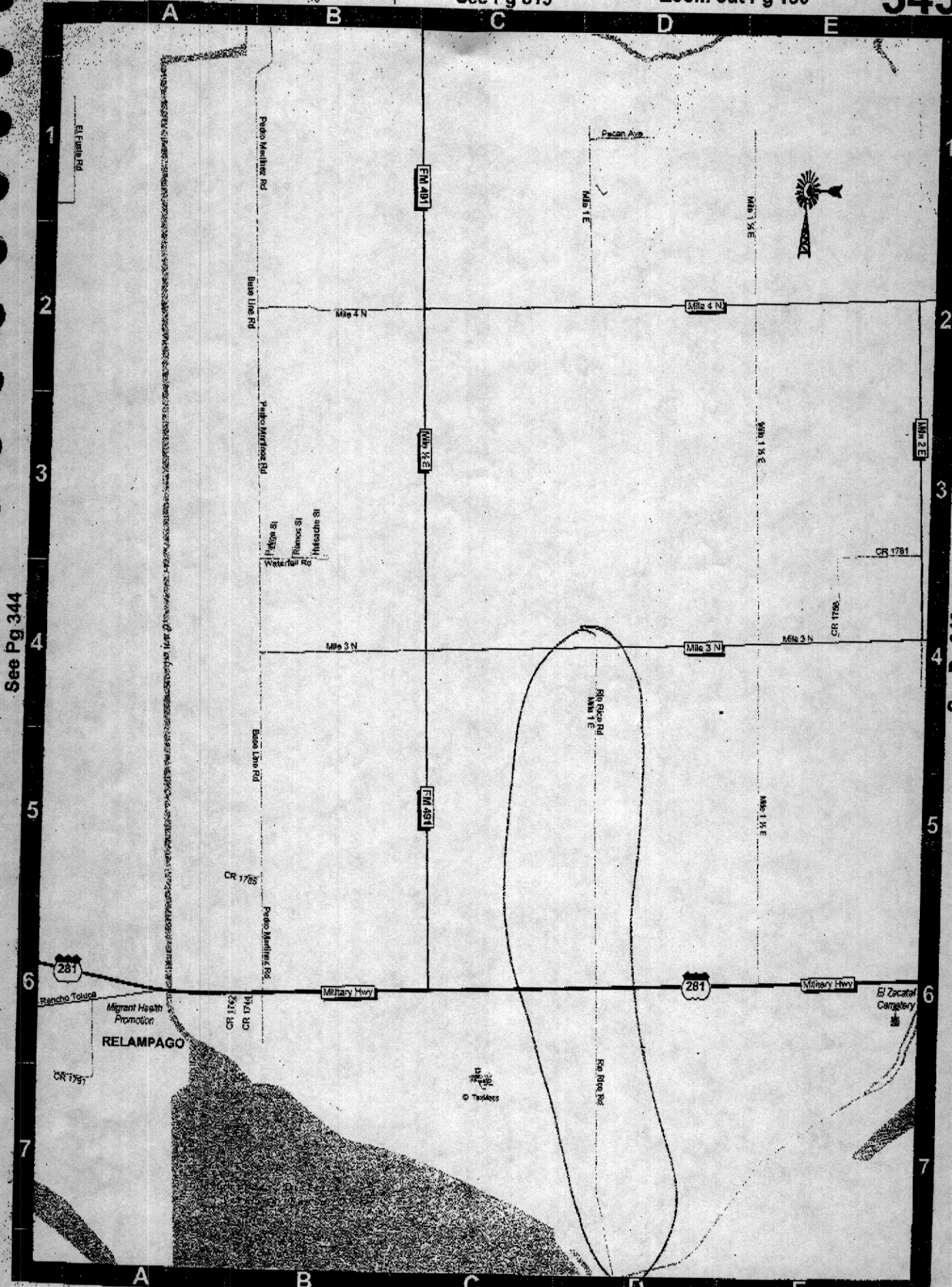
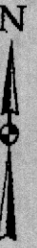
Scale in miles • 1 inch = 38 miles or 2000 feet

0 .25 .5 .75 1

See Pg 315

Zoom out Pg 136

345



See Pg 344

See Pg 346

AI-5568

17.A.

**Resolution - Nomination Urban Counties Board of Directors
CC REGULAR**

Date: 09/18/2007

Submitted By: Roxanne De La Garza, COUNTY JUDGE

Department: COUNTY JUDGE

Agenda Area: Precinct #2

Information

CAPTION

Approval of resolution in support of nomination to the Urban Counties Board of Directors

BACKGROUND

Fiscal Impact

Attachments

Link: [Resolution -
Nomination](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/13/2007 04:12 PM	APRV
2	Purchasing Department	Marty Salazar	09/13/2007 04:44 PM	APRV
3	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Roxanne De La Garza
Started On: 09/13/2007 11:43 AM
Final Approval Date: 09/14/2007

AI-5493

18.A.6.

**Repair of Emergency Equip.
CC REGULAR**

Date: 09/18/2007

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 one (1) year term (as provided in contract) for: Repair, Installation and Removal of Emergency Equipment, Radios, Computer & Miscellaneous Equipment with South Texas Communications, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: County Wide

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For funding availability please see attached 2007 Expense Report.

Attachments

Link: [2007 Exp Rpt for
Obj 434 9/13/07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 06:24 AM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 02:51 PM	APRV
3	Dale Kennan	Dale Kennan	09/13/2007 04:13 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Mary Maldonado			Started On: 09/12/2007 09:52 AM	

Final Approval Date: 09/14/2007

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND						
7-1100-414-00-130-001-0-434	ELECTIONS DEPT-VEHICLE R&M SERVICE	9,300.00	467.46	8,554.28	8,554.28	278.26 97.01
7-1100-415-15-140-001-0-434	TAX OFF-VEHICLE R&M SERVICE	500.00	.00	.00	.00	500.00 .00
7-1100-415-18-160-001-0-434	PURCHASING-VEHICLE R&M SERVICE	2,100.00	764.78	1,315.55	1,315.55	19.67 99.06
7-1100-415-40-180-001-0-434	CO CLERK-VEHICLES R&M SERVICE	1,150.00	.00	223.39	223.39	926.61 19.43
7-1100-419-10-210-001-0-434	PLANNING DEPT-VEHICLE R&M SERVICE	4,820.02	2,531.97	2,288.05	2,288.05	.00 100.00
7-1100-419-40-220-001-0-434	GEN GOVT BLDG-VEHICLE R&M SERVICE	18,000.00	1,527.75	6,308.65	6,308.65	10,163.60 43.54
7-1100-419-40-220-003-0-434	CRTHSE PK LOT-VEHICLE R&M SERVICE	1,600.00	.00	1,013.74	1,013.74	586.26 63.36
7-1100-419-50-115-059-0-434	DBM-SAFETY DIV-VEHICLE R&M SERVICE	10,900.00	3,706.39	2,391.91	2,391.91	4,801.70 55.95
7-1100-421-00-280-001-0-434	SHERIFF-VEHICLE R&M SERVICE	90,000.00	21,162.53	49,244.37	49,244.37	19,593.10 78.23
7-1100-421-00-291-001-0-434	CONSTABLE PCT.1-VEHICLE R&M SERVICE	17,689.85	5,825.49	9,371.72	9,371.72	2,492.64 85.91
7-1100-421-00-292-001-0-434	CONSTABLE PCT.2-VEHICLE R&M SERVICE	6,000.00	1,214.63	1,747.55	1,747.55	3,037.82 49.37
7-1100-421-00-293-001-0-434	CONSTABLE PCT.3-VEHICLE R&M SERVICE	14,500.00	657.16	8,355.16	8,355.16	5,487.68 62.15
7-1100-421-00-294-001-0-434	CONSTABLE PCT.4-VEHICLE R&M SERVICE	3,000.00	794.00	1,450.88	1,450.88	755.12 74.83
7-1100-421-00-295-001-0-434	CONSTABLE PCT.5-VEHICLE R&M SERVICE	7,800.00	2,273.34	4,086.87	4,086.87	1,439.79 81.54
7-1100-422-10-300-001-0-434	FIREFIGHTING-VEHICLE R&M SERVICE	8,000.00	1,252.91	1,209.59	1,209.59	5,537.50 30.78
7-1100-423-21-280-002-0-434	JAIL-VEHICLE R&M SERVICE	10,000.00	.00	.00	.00	10,000.00 .00
7-1100-432-00-121-001-0-434	SANITATION PCT.1-VEHICLE R&M SERVICE	12,500.00	2,866.35	6,269.12	6,269.12	3,364.53 73.08
7-1100-432-00-122-001-0-434	SANITATION PCT.2-VEHICLE R&M SERVICE	8,500.00	576.56	4,475.65	4,475.65	3,447.79 59.44
7-1100-432-00-123-001-0-434	SANITATION PCT.3-VEHICLE R&M SERVICE	7,000.00	2,771.84	3,824.16	3,824.16	404.00 94.23
7-1100-432-00-124-001-0-434	SANITATION PCT.4-VEHICLE R&M SERVICE	19,900.00	5,630.54	11,026.97	11,026.97	3,242.49 83.71
7-1100-441-00-340-001-0-434	HEALTH ADM-REPAIR & MAINT-VEHICLES	10,500.00	1,291.55	3,339.30	3,339.30	5,869.15 44.10
7-1100-461-00-380-001-0-434	TX COOP EXTENSION-VEHICLE R&M SERVICE	3,000.00	662.33	1,286.68	1,286.68	1,050.99 64.97
1100 GENERAL FUND		266,759.87	55,977.58	127,783.59	127,783.59	82,998.70 68.89
1200 R&B COUNTY WIDE						
7-1200-431-00-122-004-0-434	CO SHOP-VEHICLE R&M SERVICE	400.00	10.00	30.50	30.50	359.50 10.13
7-1200-431-00-260-001-0-434	R-O-W DEPT-VEHICLE R&M SERVICE	3,555.00	481.85	918.15	918.15	2,155.00 39.38
1200 R&B COUNTY WIDE		3,955.00	491.85	948.65	948.65	2,514.50 36.42
1201 R&B PRECINCT NO.1						
7-1201-431-00-121-005-0-434	PCT.1 P/U RD-VEHICLE R&M SERVICE	27,090.00	5,258.41	14,698.83	14,698.83	7,132.76 73.67
1201 R&B PRECINCT NO.1		27,090.00	5,258.41	14,698.83	14,698.83	7,132.76 73.67

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1202 R&B PRECINCT NO.2						
7-1202-431-00-122-005-0-434 PCT.2 RD ADM-VEH R&M SERVICE	2,600.00	.00	125.50	125.50	2,474.50	4.83
7-1202-431-00-122-006-0-434 PCT.2 P/U RD-VEHICLE R&M SERVICE	16,000.00	542.94	8,612.62	8,612.62	6,844.44	57.22
1202 R&B PRECINCT NO.2	18,600.00	542.94	8,738.12	8,738.12	9,318.94	49.90
1203 R&B PRECINCT NO.3						
7-1203-431-00-123-005-0-434 PCT.3 P/U RD-VEHICLE R&M SERVICE	33,009.27	2,321.49	10,743.73	10,743.73	19,944.05	39.58
1203 R&B PRECINCT NO.3	33,009.27	2,321.49	10,743.73	10,743.73	19,944.05	39.58
1204 R&B PRECINCT NO.4						
7-1204-431-00-124-007-0-434 PCT.4 P/U RD-VEHICLE R&M SERVICE	41,285.00	7,039.00	27,378.76	27,378.76	6,867.24	83.37
1204 R&B PRECINCT NO.4	41,285.00	7,039.00	27,378.76	27,378.76	6,867.24	83.37
1211 PARKS PRECINCT NO.1						
7-1211-452-00-121-013-0-434 PARKS PCT.1-VEHICLE R&M SERVICE	2,900.00	137.50	1,107.50	1,107.50	1,655.00	42.93
1211 PARKS PRECINCT NO.1	2,900.00	137.50	1,107.50	1,107.50	1,655.00	42.93
1212 PARKS PRECINCT NO.2						
7-1212-452-00-122-008-0-434 PARKS PCT.2-VEHICLE R&M SERVICE	500.00	.00	.00	.00	500.00	.00
1212 PARKS PRECINCT NO.2	500.00	.00	.00	.00	500.00	.00
1213 PARKS PRECINCT NO.3						
7-1213-452-00-123-008-0-434 PARKS PCT.3-VEHICLE R&M SERVICE	3,000.00	64.00	1,023.09	1,023.09	1,912.91	36.24
1213 PARKS PRECINCT NO.3	3,000.00	64.00	1,023.09	1,023.09	1,912.91	36.24
1214 PARKS PRECINCT NO.4						
7-1214-452-00-124-009-0-434 PARKS PCT.4-VEHICLES R&M SERVICES	6,000.00	300.00	1,131.83	1,131.83	4,568.17	23.86
1214 PARKS PRECINCT NO.4	6,000.00	300.00	1,131.83	1,131.83	4,568.17	23.86
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING						
7-1222-412-00-080-006-0-434 DA BAD CK-VEHICLES R&M SERVICE	3,223.60	654.78	869.12	869.12	1,699.70	47.27
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING	3,223.60	654.78	869.12	869.12	1,699.70	47.27
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND						
7-1246-415-15-140-003-0-434 TAX OFF-VEHICLES R&M SERVICE	5,000.00	.00	3,461.90	3,461.90	1,538.10	69.24
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND	5,000.00	.00	3,461.90	3,461.90	1,538.10	69.24
1284 DESIGNATED PURPOSE GRANTS LVL 4						
7-1284-421-00-280-031-6-434 CDJ OPERATION LINEBACKER-VEHICLE R&M SRV	191.00	.00	.00	.00	191.00	.00
7-1284-421-00-280-035-7-434 TBSC OPERATION LINEBACKER-VEHICLE R&M SRV	1,400.00	.00	.00	.00	1,400.00	.00
7-1284-421-00-280-038-7-434 TBSC OPER LINEBACKER FED-VEHICLE R&M SRV	1,400.00	.00	.00	.00	1,400.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4	2,991.00	.00	.00	.00	2,991.00	.00
1285 DESIGNATED PURPOSE GRANTS LVL 5						
7-1285-421-00-293-006-7-434 LRGVDC-SOLID WASTE PCT3-VEHICLE R&M SERV	200.00	.00	.00	.00	200.00	.00
7-1285-421-00-293-009-7-434 CONST PCT 3 BSEO-VEHICLE R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1285 DESIGNATED PURPOSE GRANTS LVL 5						
1285 DESIGNATED PURPOSE GRANTS LVL 5	1,200.00	.00	.00	.00	1,200.00	.00
1291 HIDTA						
7-1291-412-00-270-002-0-434 HIDTA TF COMMAND CTR-VEHICLE R&M SERVICE	8,000.00	1,136.80	2,959.00	2,959.00	3,904.20	51.20
7-1291-412-00-270-003-6-434 HIDTA TASK FORCE-VEHICLE R&M SERVICE	4,889.76	12.50	4,877.26	4,877.26	.00	100.00
7-1291-412-00-270-003-7-434 HIDTA TASK FORCE-VEHICLE R&M SERVICE	5,700.00	1,946.82	2,920.01	2,920.01	833.17	85.38
1291 HIDTA	18,589.76	3,096.12	10,756.27	10,756.27	4,737.37	74.52
1292 WIC						
7-1292-441-00-350-001-7-434 WIC ADM-VEHICLE R&M SERVICE	5,131.93	800.00	3,330.98	3,330.98	1,000.95	80.50
1292 WIC	5,131.93	800.00	3,330.98	3,330.98	1,000.95	80.50
1293 HEALTH DEPARTMENT						
7-1293-441-00-340-008-7-434 T.B. CONTROL-VEHICLE R&M SUPPLIES	500.00	405.00	95.00	95.00	.00	100.00
7-1293-441-00-340-008-8-434 T.B. CONTROL-VEHICLE R&M SUPPLIES	1,000.00	500.00	.00	.00	500.00	50.00
7-1293-441-00-340-013-6-434 TDH PHPSB-VEHICLE R&M SERVICE	1,093.50	531.40	68.60	68.60	493.50	54.87
7-1293-441-00-340-013-8-434 TDH PHPSB-VEHICLE R&M SERVICE	500.00	500.00	.00	.00	.00	100.00
1293 HEALTH DEPARTMENT	3,093.50	1,936.40	163.60	163.60	993.50	67.88
1295 POST ADJUDICATION JUVENILE BOOT CAMP						
7-1295-423-00-330-028-0-434 WESL B/C-VEHICLE R&M SERVICE	5,500.00	579.00	253.90	253.90	4,667.10	15.14
1295 POST ADJUDICATION JUVENILE BOOT CAMP	5,500.00	579.00	253.90	253.90	4,667.10	15.14
1297 ADULT PROBATION						
7-1297-423-00-320-002-7-434 BASIC SUPERVISION-VEHICLE R&M SERVICE	1,700.00	870.09	177.95	177.95	651.96	61.65
7-1297-423-00-320-002-8-434 BASIC SUPERVISION-VEHICLE R&M SERVICE	1,700.00	934.50	.00	.00	765.50	54.97
7-1297-423-00-320-005-7-434 RESTITUTION CTR-VEHICLE R&M SERVICE	6,857.27	1,278.57	4,250.23	4,250.23	1,328.47	80.63
7-1297-423-00-320-005-8-434 RESTITUTION CTR-VEHICLE R&M SERVICE	6,250.00	3,346.80	.00	.00	2,903.20	53.55
7-1297-423-00-320-008-7-434 COMM CORR-VEHICLE R&M SERVICE	959.50	314.77	644.39	644.39	.34	99.96
7-1297-423-00-320-008-8-434 COMM CORR-VEHICLE R&M SERVICE	2,000.00	959.16	.00	.00	1,040.84	47.96
1297 ADULT PROBATION	19,466.77	7,703.89	5,072.57	5,072.57	6,690.31	65.63
2202 SELF-FUNDED WORKERS' COMP						
7-2202-419-50-115-065-0-434 DBM-W/C DIV-VEHICLE R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
2202 SELF-FUNDED WORKERS' COMP	1,000.00	.00	.00	.00	1,000.00	.00
7 YEAR	468,295.70	86,902.96	217,462.44	217,462.44	163,930.30	64.99

AI-5496
Fire Extinguishers
CC REGULAR

18.A.7.

Date: 09/18/2007
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 one (1) year term (as provided in contract) for for fire extinguisher maintenance service with Corky's Fire Extinguisher Sales & Service.

BACKGROUND

Fiscal Impact

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

For funding availability see the attached 2007 Expense Report for Object 432 (dated 9/13/07).

Attachments

Link: [2007 Exp Rpt for Obj 432 9/13/07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 06:25 AM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 02:52 PM	APRV
3	Dale Kennan	Dale Kennan	09/13/2007 04:13 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Mary Maldonado
Started On: 09/12/2007 10:00 AM

Final Approval Date: 09/14/2007

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND						
7-1100-412-00-001-001-0-432 92ND DC-EQUIP R&M SERVICE	25.00	25.00	.00	.00	.00	100.00
7-1100-412-00-002-001-0-432 93RD DC-EQUIP R&M SERVICE	600.00	500.00	.00	.00	100.00	83.33
7-1100-412-00-003-001-0-432 139TH DC-EQUIP R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
7-1100-412-00-004-001-0-432 206TH DC-EQUIP R&M SERVICE	1,000.00	112.50	527.70	527.70	359.80	64.02
7-1100-412-00-005-001-0-432 275TH DC-EQUIP R&M SERVICE	480.00	.00	480.00	480.00	.00	100.00
7-1100-412-00-006-001-0-432 332ND DC-EQUIP R&M SERVICE	250.00	.00	.00	.00	250.00	.00
7-1100-412-00-008-001-0-432 389TH DC-EQUIP R&M SERVICE	1,031.50	504.00	252.00	252.00	275.50	73.29
7-1100-412-00-009-001-0-432 398TH DC-EQUIP R&M SERVICE	1,420.00	250.00	894.00	894.00	276.00	80.56
7-1100-412-00-022-001-0-432 CCL#2-EQUIP R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
7-1100-412-00-025-001-0-432 CCL#5-EQUIP R&M SERVICES	.00	.00	.00	.00	.00	.00
7-1100-412-00-040-001-0-432 CRT OF CIV APP-EQUIP R&M SERVICE	580.00	.00	.00	.00	580.00	.00
7-1100-412-00-061-001-0-432 JP PCT 1/PL 1-EQUIP R&M SERVICE	536.00	.00	4.70	4.70	531.30	.88
7-1100-412-00-062-001-0-432 JP PCT 1/PL 2-EQUIP R&M SERVICE	277.00	.00	.00	.00	277.00	.00
7-1100-412-00-064-001-0-432 JP PCT 2/PL 2-EQUIP R&M SERVICE	219.00	.00	.00	.00	219.00	.00
7-1100-412-00-065-001-0-432 JP PCT 3/PL 1-EQUIP R&M SERVICE	10.00	.00	.00	.00	10.00	.00
7-1100-412-00-066-001-0-432 JP PCT 3/PL 2-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
7-1100-412-00-067-001-0-432 JP PCT 4/PL 1-EQUIP R&M SERVICE	500.00	160.10	301.90	301.90	38.00	92.40
7-1100-412-00-069-001-0-432 JP PCT 5/PL 1-EQUIP R&M SERVICE	1,500.00	.00	.00	.00	1,500.00	.00
7-1100-412-00-080-002-0-432 CRIM DA-EQUIP R&M SERVICE	5,000.00	2,073.68	2,390.72	2,390.72	535.60	89.29
7-1100-412-00-090-001-0-432 DIST CLERK-EQUIP R&M SERVICE	.00	200.00	.00	.00	-200.00	.00
7-1100-413-00-110-006-0-432 CO JUDGE-EQUIP R&M SERVICE	1,800.00	645.00	.00	.00	1,155.00	35.83
7-1100-414-00-130-001-0-432 ELECTIONS DEPT-EQUIP R&M SERVICE	12,750.00	2,696.91	3,086.00	3,086.00	6,967.09	45.36
7-1100-415-00-200-001-0-432 INFO TECH DEPT-EQUIP R&M SERVICE	1,021.71	361.71	.00	.00	660.00	35.40
7-1100-415-00-200-002-0-432 COMPUTER DEPT-EQUIP R&M SERVICES	49,957.96	3,001.00	38,679.86	38,679.86	8,277.10	83.43
7-1100-415-14-115-001-0-432 DBM-BUDGET DIV-EQUIP R&M SERVICE	500.00	.00	73.40	73.40	426.60	14.68
7-1100-415-15-140-001-0-432 TAX OFF-EQUIP R&M SERVICE	16,920.00	1,168.00	9,528.48	9,528.48	6,223.52	63.22
7-1100-415-16-150-001-0-432 CO TREASURER-EQUIP R&M SERVICE	1,365.00	.00	659.00	659.00	706.00	48.28
7-1100-415-18-160-001-0-432 PURCHASING-EQUIP R&M SERVICE	1,075.00	.00	300.00	300.00	775.00	27.91
7-1100-415-21-170-001-0-432 CO AUDITOR-EQUIP R&M SERVICE	3,241.41	1,084.84	254.85	254.85	1,901.72	41.33

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND						
7-1100-415-40-180-001-0-432	CO CLERK-EQUIP R&M SERVICE	3,300.00	823.90	487.00	487.00	1,989.10 39.72
7-1100-415-50-190-001-0-432	CIVIL SERVICE-EQUIP R&M SERVICE	1,800.00	600.00	1,200.00	1,200.00	.00 100.00
7-1100-415-50-190-002-0-432	HUMAN RESOURCES-EQUIP R&M SERVICE	3,150.00	600.00	2,198.55	2,198.55	351.45 88.84
7-1100-419-10-210-001-0-432	PLANNING DEPT-EQUIP R&M SERVICE	1,000.00	.00	.00	.00	1,000.00 .00
7-1100-419-40-220-001-0-432	GEN GOVT BLDG-EQUIP R&M SERVICE	33,000.00	1,784.30	6,968.70	6,968.70	24,247.00 26.52
7-1100-419-40-220-003-0-432	CRTHSE PK LOT-EQUIP R&M SERVICE	350.00	.00	.00	.00	350.00 .00
7-1100-419-50-115-059-0-432	DBM-SAFETY DIV-EQUIP R&M SERVICE	900.00	.00	22.45	22.45	877.55 2.49
7-1100-421-00-115-027-0-432	TX DPS-EQUIP R&M SERVICE	829.00	.00	.00	.00	829.00 .00
7-1100-421-00-280-001-0-432	SHERIFF-EQUIP R&M SERVICE	75,000.00	8,670.36	5,175.62	5,175.62	61,154.02 18.46
7-1100-421-00-291-001-0-432	CONSTABLE PCT.1-EQUIP R&M SERVICE	736.00	125.00	32.80	32.80	578.20 21.44
7-1100-421-00-292-001-0-432	CONSTABLE PCT.2-EQUIP R&M SERVICE	4,000.00	1,999.20	140.00	140.00	1,860.80 53.48
7-1100-421-00-293-001-0-432	CONSTABLE PCT.3-EQUIP R&M SERVICE	750.15	330.15	298.29	298.29	121.71 83.78
7-1100-421-00-294-001-0-432	CONSTABLE PCT.4-EQUIP R&M SERVICE	3,500.00	500.00	.00	.00	3,000.00 14.29
7-1100-421-00-295-001-0-432	CONSTABLE PCT.5-EQUIP R&M SERVICE	1,200.00	.00	.00	.00	1,200.00 .00
7-1100-422-10-300-001-0-432	FIREFIGHTING-EQUIP R&M SERVICE	3,650.00	2,038.40	411.60	411.60	1,200.00 67.12
7-1100-423-00-320-001-0-432	ADULT PROB-EQUIP R&M SERVICE	12,580.00	1,088.38	1,354.62	1,354.62	10,137.00 19.42
7-1100-423-21-280-002-0-432	JAIL-EQUIP R&M SERVICE	77,000.00	19,699.67	36,894.28	36,894.28	20,406.05 73.50
7-1100-423-32-330-001-0-432	JUV DET HM-EQUIP R&M SERVICE	2,035.00	.00	1,084.00	1,084.00	951.00 53.27
7-1100-432-00-121-001-0-432	SANITATION PCT.1-EQUIP R&M SERVICE	1,700.00	181.20	627.21	627.21	891.59 47.55
7-1100-432-00-122-001-0-432	SANITATION PCT.2-EQUIP R&M SERVICE	1,500.00	680.00	77.20	77.20	742.80 50.48
7-1100-432-00-123-001-0-432	SANITATION PCT.3-EQUIP R&M SERVICE	14,000.00	1,337.20	6,761.23	6,761.23	5,901.57 57.85
7-1100-432-00-124-001-0-432	SANITATION PCT.4-EQUIP R&M SERVICE	18,500.00	205.00	12,125.32	12,125.32	6,169.68 66.65
7-1100-441-00-340-001-0-432	HEALTH ADM-EQUIP R&M SERVICE	6,000.00	1,746.05	204.00	204.00	4,049.95 32.50
7-1100-441-00-340-003-0-432	HEALTH CLINICS-EQUIP R&M SERVICE	6,000.00	2,564.00	1,310.92	1,310.92	2,125.08 64.58
7-1100-444-00-240-001-0-432	HUMAN SERVICES-EQUIP R&M SERVICE	1,020.00	.00	.00	.00	1,020.00 .00
7-1100-461-00-380-001-0-432	TX COOP EXTENSION-EQUIP R&M SERVICE	1,000.00	40.00	379.00	379.00	581.00 41.90
	1100 GENERAL FUND	378,859.73	57,795.55	135,185.40	135,185.40	185,878.78 50.94
1200 R&B COUNTY WIDE						
7-1200-431-00-122-004-0-432	CO SHOP-EQUIP R&M SERVICE	2,140.90	846.42	858.48	858.48	436.00 79.63

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

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<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1200 R&B COUNTY WIDE						
7-1200-431-00-260-001-0-432 R-O-W DEPT-EQUIP R&M SERVICE	3,500.00	.00	.00	.00	3,500.00	.00
1200 R&B COUNTY WIDE	5,640.90	846.42	858.48	858.48	3,936.00	30.22
1201 R&B PRECINCT NO.1						
7-1201-431-00-121-004-0-432 PCT.1 RD ADM-EQUIP R&M SERVICE	502.50	81.20	18.80	18.80	402.50	19.90
7-1201-431-00-121-005-0-432 PCT.1 P/U RD-EQUIP R&M SERVICE	13,300.00	750.61	7,005.52	7,005.52	5,543.87	58.32
1201 R&B PRECINCT NO.1	13,802.50	831.81	7,024.32	7,024.32	5,946.37	56.92
1202 R&B PRECINCT NO.2						
7-1202-431-00-122-005-0-432 PCT.2 RD ADM-EQUIP R&M SERVICE	950.00	175.00	.00	.00	775.00	18.42
7-1202-431-00-122-006-0-432 PCT.2 P/U RD-EQUIP R&M SERVICE	10,000.00	2,440.86	2,300.87	2,300.87	5,258.27	47.42
1202 R&B PRECINCT NO.2	10,950.00	2,615.86	2,300.87	2,300.87	6,033.27	44.90
1203 R&B PRECINCT NO.3						
7-1203-431-00-123-004-0-432 PCT.3 RD ADM-EQUIP R&M SERVICE	1,397.47	774.73	271.25	271.25	351.49	74.85
7-1203-431-00-123-005-0-432 PCT.3 P/U RD-EQUIP R&M SERVICE	45,587.12	10,802.57	9,737.90	9,737.90	25,046.65	45.06
1203 R&B PRECINCT NO.3	46,984.59	11,577.30	10,009.15	10,009.15	25,398.14	45.94
1204 R&B PRECINCT NO.4						
7-1204-431-00-124-005-0-432 PCT.4 RD ADM-EQUIP R&M SERVICE	1,690.00	.00	630.00	630.00	1,060.00	37.28
7-1204-431-00-124-007-0-432 PCT.4 P/U RD-EQUIP R&M SERVICE	27,079.30	2,034.18	10,754.27	10,754.27	14,290.85	47.23
1204 R&B PRECINCT NO.4	28,769.30	2,034.18	11,384.27	11,384.27	15,350.85	46.64
1211 PARKS PRECINCT NO.1						
7-1211-452-00-121-013-0-432 PARKS PCT.1-EQUIP R&M SERVICE	3,500.00	358.81	2,053.84	2,053.84	1,087.35	68.93
1211 PARKS PRECINCT NO.1	3,500.00	358.81	2,053.84	2,053.84	1,087.35	68.93
1212 PARKS PRECINCT NO.2						
7-1212-452-00-122-008-0-432 PARKS PCT.2-EQUIP R&M SERVICE	2,300.00	670.38	1,443.79	1,443.79	185.83	91.92
1212 PARKS PRECINCT NO.2	2,300.00	670.38	1,443.79	1,443.79	185.83	91.92
1213 PARKS PRECINCT NO.3						
7-1213-452-00-123-008-0-432 PARKS PCT.3-EQUIP R&M SERVICE	5,900.00	282.35	231.15	231.15	5,386.50	8.70
1213 PARKS PRECINCT NO.3	5,900.00	282.35	231.15	231.15	5,386.50	8.70
1214 PARKS PRECINCT NO.4						
7-1214-452-00-124-009-0-432 PARKS PCT.4-EQUIP R&M SERVICE	1,600.00	.00	.00	.00	1,600.00	.00
1214 PARKS PRECINCT NO.4	1,600.00	.00	.00	.00	1,600.00	.00
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING						
7-1222-412-00-080-006-0-432 DA BAD CK-EQUIP R&M SERVICE	1,336.00	336.00	.00	.00	1,000.00	25.15
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING	1,336.00	336.00	.00	.00	1,000.00	25.15
1223 DISTRICT ATTORNEY INVESTIGATION HB65						
7-1223-412-00-080-007-0-432 DA INVESTIGATION HB65-EQUIP R&M SERVICE	200.00	.00	.00	.00	200.00	.00

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

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1223 DISTRICT ATTORNEY INVESTIGATION HB65						
1223 DISTRICT ATTORNEY INVESTIGATION HB65	200.00	.00	.00	.00	200.00	.00
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER						
7-1237-415-40-180-003-0-432 CC REC MGMT-EQUIP R&M SERVICE	9,450.00	.00	.00	.00	9,450.00	.00
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER	9,450.00	.00	.00	.00	9,450.00	.00
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION						
7-1238-415-40-180-004-0-432 COUNTY RECORDS MGMT-EQUIP R&M SERVICE	1,800.00	.00	.00	.00	1,800.00	.00
1238 COUNTY RECORDS MANAGEMENT & PRESERVATION	1,800.00	.00	.00	.00	1,800.00	.00
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05						
7-1242-412-00-060-001-0-432 JUSTICE CRT TECH-EQUIP R&M SERVICES	38,581.52	60.02	1,759.49	1,759.49	36,762.01	4.72
1242 JUSTICE COURT TECHNOLOGY FUND 9/01-8/05	38,581.52	60.02	1,759.49	1,759.49	36,762.01	4.72
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND						
7-1246-415-15-140-003-0-432 TAX OFF-EQUIP R&M SERVICE	500.00	.00	.00	.00	500.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY FUND	500.00	.00	.00	.00	500.00	.00
1247 LAW LIBRARY						
7-1247-412-50-100-001-0-432 LAW LIBRARY-EQUIP R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
1247 LAW LIBRARY	1,000.00	.00	.00	.00	1,000.00	.00
1284 DESIGNATED PURPOSE GRANTS LVL 4						
7-1284-421-51-280-030-0-432 LRGVDC 911 PROGRAM-R&M SRV-EQUIPMENT	299.76	.00	299.76	299.76	.00	100.00
1284 DESIGNATED PURPOSE GRANTS LVL 4	299.76	.00	299.76	299.76	.00	100.00
1285 DESIGNATED PURPOSE GRANTS LVL 5						
7-1285-421-00-293-009-7-432 CONST PCT 3 BSEO-EQUIP R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
1285 DESIGNATED PURPOSE GRANTS LVL 5	1,000.00	.00	.00	.00	1,000.00	.00
1291 HIDTA						
7-1291-412-00-270-002-0-432 HIDTA TF COMMAND CTR-EQUIP R&M SERVICE	3,000.00	929.21	383.89	383.89	1,686.90	43.77
7-1291-412-00-270-003-6-432 HIDTA TASK FORCE-EQUIP R&M SERVICE	750.00	.00	750.00	750.00	.00	100.00
7-1291-412-00-270-003-7-432 HIDTA TASK FORCE-EQUIP R&M SERVICE	288.00	.00	288.00	288.00	.00	100.00
1291 HIDTA	4,038.00	929.21	1,421.89	1,421.89	1,686.90	58.22
1292 WIC						
7-1292-441-00-350-001-7-432 WIC ADM-EQUIP R&M SERVICE	16,791.45	2,806.97	12,943.80	12,943.80	1,040.68	93.80
1292 WIC	16,791.45	2,806.97	12,943.80	12,943.80	1,040.68	93.80
1293 HEALTH DEPARTMENT						
7-1293-441-00-340-013-6-432 TDH PHPSB-EQUIP R&M SERVICE	18,013.30	350.00	.00	.00	17,663.30	1.94
1293 HEALTH DEPARTMENT	18,013.30	350.00	.00	.00	17,663.30	1.94
1294 JUVENILE PROBATION						
7-1294-423-00-330-014-0-432 COMPUTERIZATION-EQUIP R&M SERVICE	15,116.01	.00	6,088.34	6,088.34	9,027.67	40.28
1294 JUVENILE PROBATION	15,116.01	.00	6,088.34	6,088.34	9,027.67	40.28

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

Expenditure Summary Report

FJEXS01A

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1295 POST ADJUDICATION JUVENILE BOOT CAMP						
7-1295-423-00-330-028-0-432 WESL B/C-EQUIP R&M SERVICE	4,850.00	3,005.96	1,843.78	1,843.78	.26	99.99
1295 POST ADJUDICATION JUVENILE BOOT CAMP	4,850.00	3,005.96	1,843.78	1,843.78	.26	99.99
1297 ADULT PROBATION						
7-1297-423-00-320-002-7-432 BASIC SUPERVISION-EQUIP R&M SERVICE	9,943.07	593.68	5,126.11	5,126.11	4,223.28	57.53
7-1297-423-00-320-002-8-432 BASIC SUPERVISION-EQUIP R&M SERVICE	50,000.00	6,586.87	.00	.00	43,413.13	13.17
7-1297-423-00-320-005-7-432 RESTITUTION CTR-EQUIP R&M SERVICE	2,243.00	983.00	871.30	871.30	388.70	82.67
7-1297-423-00-320-005-8-432 RESTITUTION CTR-EQUIP R&M SERVICE	3,000.00	.00	.00	.00	3,000.00	.00
7-1297-423-00-320-008-7-432 COMM CORR-EQUIP R&M SERVICE	5,939.25	735.55	2,902.25	2,902.25	2,301.45	61.25
7-1297-423-00-320-008-8-432 COMM CORR-EQUIP R&M SERVICE	14,650.00	.00	.00	.00	14,650.00	.00
7-1297-423-00-320-013-7-432 CCP-DP-EQUIP R&M SERVICE	41,747.00	1,795.80	.00	.00	39,951.20	4.30
1297 ADULT PROBATION	127,522.32	10,694.90	8,899.66	8,899.66	107,927.76	15.37
1334 CERT OF OBLIG,SERIES 2004						
7-1334-415-00-200-004-0-432 C.O.,2004-IT DEPT-EQUIP R&M SERVICES	18,430.68	.00	.00	.00	18,430.68	.00
1334 CERT OF OBLIG,SERIES 2004	18,430.68	.00	.00	.00	18,430.68	.00
2201 SELF-FUNDED HEALTH INSURANCE						
7-2201-415-00-115-009-0-432 DBM-HEALTH INS ADM-EQUIP R&M SERVICES	.00	.00	.00	.00	.00	.00
2201 SELF-FUNDED HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
2202 SELF-FUNDED WORKERS' COMP						
7-2202-419-50-115-065-0-432 DBM-W/C DIV-EQUIP R&M SERVICE	300.00	.00	.00	.00	300.00	.00
2202 SELF-FUNDED WORKERS' COMP	300.00	.00	.00	.00	300.00	.00
7 YEAR	757,536.06	95,195.72	203,747.99	203,747.99	458,592.35	39.46

AI-5516

18.A.8.

**Modification to Correct Contract with Pre-Paid Legal Services, Inc.
CC REGULAR**

Date: 09/18/2007

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 contract with Pre-Paid Legal Service to reflect a correction that the initial five (\$5.00) dollars per year fee should read that Pre-Paid Legal Services, Inc. will pay the \$5.00 fee and not the participating employees of Hidalgo County.

BACKGROUND

Original contract approved on CC 1/29/07

Fiscal Impact

FISCAL YEAR:

ACCT. #: No Information Provided

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For funding availability please see the attached 2007 Exp Rpt for Obj 333 (dated 9/13/07).

Attachments

Link: [2007 Exp Rpt for Obj 333 9/13/07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 06:30 AM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 02:56 PM	APRV
3	Dale Kennan	Dale Kennan	09/13/2007 04:13 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Mary Maldonado
Started On: 09/12/2007 02:19 PM

Final Approval Date: 09/14/2007

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND						
7-1100-412-30-115-016-0-333 PUBLIC DEFENSE-LEGAL & EXPERT WITNESS	4,000,000.00	.00	3,260,576.44	3,260,576.44	739,423.56	81.51
7-1100-415-30-115-021-0-333 GENERAL LITIGATION-LEGAL & EXPERT WITNES	150,000.00	.00	101,247.64	101,247.64	48,752.36	67.50
7-1100-423-32-330-001-0-333 JUV DET HM-LEGAL & EXPERT WITNESS SERV	30,000.00	.00	20,000.00	20,000.00	10,000.00	66.67
1100 GENERAL FUND	4,180,000.00	.00	3,381,824.08	3,381,824.08	798,175.92	80.90
1200 R&B COUNTY WIDE						
7-1200-431-00-260-001-0-333 R-O-W DEPT-LEGAL & EXPERT WITNESS SERV	.00	.00	.00	.00	.00	.00
1200 R&B COUNTY WIDE	.00	.00	.00	.00	.00	.00
1201 R&B PRECINCT NO.1						
7-1201-431-00-121-005-0-333 PCT.1 P/U RD-LEGAL & EXPERT WITNESS SERV	.00	.00	.00	.00	.00	.00
7-1201-431-00-121-007-0-333 PCT.1 LATERAL ROAD-LEGAL & EXPERT WITNESS	300.00	.00	.00	.00	300.00	.00
1201 R&B PRECINCT NO.1	300.00	.00	.00	.00	300.00	.00
1202 R&B PRECINCT NO.2						
7-1202-431-00-122-006-0-333 PCT.2 P/U RD-LEGAL & EXPERT WITNESS SERV	1,000.00	.00	.00	.00	1,000.00	.00
1202 R&B PRECINCT NO.2	1,000.00	.00	.00	.00	1,000.00	.00
1297 ADULT PROBATION						
7-1297-423-00-320-002-7-333 BASIC SUPERVISION-LEGAL & EXPERT WITNESS	18,000.00	.00	.00	.00	18,000.00	.00
7-1297-423-00-320-002-8-333 BASIC SUPERVISION-LEGAL & EXPERT WITNESS	18,000.00	.00	.00	.00	18,000.00	.00
1297 ADULT PROBATION	36,000.00	.00	.00	.00	36,000.00	.00
2202 SELF-FUNDED WORKERS' COMP						
7-2202-419-50-115-060-0-333 HIDALGO CO W/C-LEGAL & EXPERT WITNESS	99,832.73	.00	24,503.17	24,503.17	75,329.56	24.54
7-2202-419-50-115-061-0-333 DD 1 W/C-LEGAL & EXPERT WITNESS SERVICES	60,000.00	.00	812.50	812.50	59,187.50	1.35
7-2202-419-50-115-062-0-333 CSA W/C-LEGAL & EXPERT WITNESS SERVICES	1,075.59	.00	425.00	425.00	650.59	39.51
7-2202-419-50-115-063-0-333 HEADSTART W/C-LEGAL & EXPERT WITNESS SRV	45,960.78	.00	3,746.63	3,746.63	42,214.15	8.15
7-2202-419-50-115-064-0-333 URBAN CO W/C-LEGAL & EXPERT WITNESS SRV	2,628.00	.00	.00	.00	2,628.00	.00
2202 SELF-FUNDED WORKERS' COMP	209,497.10	.00	29,487.30	29,487.30	180,009.80	14.08
7 YEAR	4,426,797.10	.00	3,411,311.38	3,411,311.38	1,015,485.72	77.06

AI-5552

18.A.9.

**Requesting approval to Declare Surplus & Dispose through Auction .
CC REGULAR**

Date: 09/18/2007

Submitted By: Lisa Vela, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting approval to declare surplus numerous items and vehicles " County and Seized" for the purpose of disposition through auction set forth under Texas Local Government Code, Section 263.152.(a) (1) as detailed on Exhibit "A" and attached hereto.

BACKGROUND

Auction Date will take place on September 29, 2007.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

no impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 06:37 AM	APRV
2	Budget & Management		09/13/2007 06:37 AM	NEW
3	Auditor's Office		09/13/2007 06:37 AM	
4	Court Administrator		09/13/2007 06:37 AM	

Form Started By: Lisa Vela
Started On: 09/12/2007 05:06 PM

Final Approval Date: 09/13/2007

AI-5557

18.A.10.

**Authority to Advertise-Auction Services
CC REGULAR**

Date: 09/18/2007

Submitted By: Lisa Vela, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting authority to advertise for auction of County surplus items including, but not limited to, vehicles, equipment and miscellaneous. Adverstisement date: September 22,2007; Auction date: September 29, 2007.

BACKGROUND

Fiscal Impact

Attachments

Link: [AI 5557](#)

[Purchasing 9-18-07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 01:55 PM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 04:40 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/14/2007 03:06 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Lisa Vela
Started On: 09/12/2007 05:24 PM

Final Approval Date: 09/14/2007

Agenda Item
3359

Asset No	Description	Serial No	From Dpt	Auction Date
37519	LAPTOP-DELL INSPIRON		8	9/29/2007
NT70396	TELEPHONE SBC	36965	8	9/29/2007
NT70397	TELEPHONE SBC	36992	8	9/29/2007
NT70398	TELEPHONE 2-NORTEL	AB6MEX-31640-MT-E	8	9/29/2007
NT70399	TELEPHONE NORTEL	AB6MEX-31639-MT-E	8	9/29/2007
34119	TOWER-CPU	93WMX	9	9/29/2007
39689	TOWER- CPU	QLM2490004251	9	9/29/2007
NT70374	KEYBOARD- A OPEN	42003540	9	9/29/2007
NT70375	KEYBOARD- DELL	3892D553	9	9/29/2007
NT70376	MONITOR-DELL	MX08G15747605	9	9/29/2007
NT70377	MONITOR- DELL	MX0419TG-47801-19	9	9/29/2007
NT70395	FAX MACHINE	PFGT18752B	10	9/29/2007
41828	PRINTER-HP LASERJET	4200	23	9/29/2007
43701	TOWER-CPU	NONE	23	9/29/2007
43702	TOWER-CPU	NONE	23	9/29/2007
43703	TOWER-CPU	AOPEN	23	9/29/2007
NT70357	PHONES-5 SPECTRUM	NONE	23	9/29/2007
NT70358	FAX MACHINE-BROTHER	C83862007	23	9/29/2007
17565	5 DRAWER FILE CABIN	NONE	80	9/29/2007
21024	COMOUTER DESK	NONE	80	9/29/2007
22553	MERIDIAN PHONE	MINOR	80	9/29/2007
23921	SHARP CALCULATOR	MINOR	80	9/29/2007
27151	HP PRINTER LASER JET	NONE	80	9/29/2007
31201	2 DRAWER FILE CABINE	NONE	80	9/29/2007
34323	SEAGATE TAPE BACKUP	GS0CSZG	80	9/29/2007
NT70536	LEXMARK PRINTER	E-06-12-218	80	9/29/2007
NT70540	DELL MONITOR	66746-J6SGG-18	80	9/29/2007
NT70541	NORSTAR PHONE	A0409191	80	9/29/2007
SEIZED 1	CHEVY LUMINA	2G1WL52M1V1102457	80	9/29/2007
SEIZED 2	FORD TAURUS	1FAP55S8YA281067	80	9/29/2007
SEIZED 3	FORD VAN	1FTSE34L4WHB87818	80	9/29/2007
SEIZED 4	GMC P/U	3GCEC26K7SM105555	80	9/29/2007
SEIZED 5	CHRYSLER PT CRUISER	3C4F248B34T244686	80	9/29/2007
SIEZED	FORD EXPLORER	1FMZV32PXW2A98588	80	9/29/2007
19862	TYPEWRITER-OLIVETTI	NONE	90	9/29/2007
23176	TYPEWRITIER- OLVETTI	556577H4J866534	90	9/29/2007
34579	TYPEWRITER-IBM	NONE	90	9/29/2007
NT70365	8 PORT SWITCH	0040A1002039	90	9/29/2007
NT70366	PRINTER-HP DESKJET	MX05QVOKR	90	9/29/2007
NT70367	PRINTER- BROTHERS	V6006604J923261	90	9/29/2007
NT70368	TYPEWRITER-OLVIETTI	085-MT8704270	90	9/29/2007
NT70369	TYPEWRITER-SHARP	7002380	90	9/29/2007
NT70370	CALCULATOR- SHRAP	9000273	90	9/29/2007
NT70371	TYPEWRITER- BROTHER	56577H4J866534	90	9/29/2007
NT70372	TYPEWRITER- OLVETTI	085MT8704328	90	9/29/2007
NT70373	CHAIR- (2)	NONE	90	9/29/2007
NT70440			100	9/29/2007
22769	CHAIR-office	MAROON SECRETARAI	110	9/29/2007

23495	GMC TOP KICK	IGDT7H4J3MJ522109	121	9/29/2007
30296	IMGRAM P2800	557892-P142	121	9/29/2007
22012	TRUCK	545197	124	9/29/2007
22396	PIKCUP	55621	124	9/29/2007
24728	METRO DATA-VAC / 2		130	9/29/2007
28331	TEXAS INSTRUMENTS		130	9/29/2007
NT0444	MAIN BOARD ISO 9002	W6BXA-0-9812739	130	9/29/2007
NT70363	MONITOR-KDS	W2R00580070320	130	9/29/2007
NT70364	VCR- PHILIPS	64688301	130	9/29/2007
NT70441	HP 3820 PRINTER	CN3501814B	130	9/29/2007
NT70442	HP 3820 PRINTER	CN36C182NX	130	9/29/2007
NT70443	PC BLACK	32900003LM35	130	9/29/2007
NT70445	TRANSOS - D 2.0 SOFT		130	9/29/2007
NT70446	IBM 16-PORT EJA 232	A164Q014855	130	9/29/2007
NT70447	IBM 16- PORT EJA 232	A164A013664	130	9/29/2007
NT70448	IBM 16 PORT EJA 232	A164Q014859	130	9/29/2007
10138	DESK 7 DWR BRWN		140	9/29/2007
10141	DESK 7/DWR		140	9/29/2007
10208	CREDENZA 5/DWR		140	9/29/2007
1102	LEFEBURE		140	9/29/2007
11221	CREDENZA		140	9/29/2007
13883	BROWN DESK		140	9/29/2007
1558	LEGAL 5/DWR EGGSHELL		140	9/29/2007
1565	LEGAL EGGSHELL 5/DWR		140	9/29/2007
15907	FILING CABINET		140	9/29/2007
15915	TAN FILING CABINET		140	9/29/2007
15925	FILING CABINET		140	9/29/2007
15929	FILING CABINET A/DWR		140	9/29/2007
15930	LEGAL W DWR GREY		140	9/29/2007
15933	TABLE /RECTANGLE		140	9/29/2007
15950	FILING CABINET		140	9/29/2007
15963	LONG TABLE		140	9/29/2007
16003	INDEX FILING 6/DWR F		140	9/29/2007
16004	INDEZ FILING 6 DWR		140	9/29/2007
16005	INDES FILING CABINET		140	9/29/2007
16006	INDEX FILING CABINET		140	9/29/2007
16012	LETTER 4/DWR BRWON		140	9/29/2007
16015	FILING CABINET		140	9/29/2007
16027	STOOL BROWN		140	9/29/2007
16030	ROLLING STOOL BROWN		140	9/29/2007
16032	FILING CABINET 4/DWR		140	9/29/2007
16033	FILING CABINET 4/DWR		140	9/29/2007
16034	LETTER 4/DWR BROWN		140	9/29/2007
1704	LEGAL EGGSHELL 5/DWR		140	9/29/2007
18399	BROWN 2/DWR DESK		140	9/29/2007
19118	BROWN 5/DWR DESK		140	9/29/2007
20837	BROWN OFFICE CHAIR		140	9/29/2007
2233	LETTER 4/DWR BEIGE		140	9/29/2007
22781	DWR DESK BROWN		140	9/29/2007

22865	STANDING CHAIR /MARR	140	9/29/2007
24406	MARRON WOOD ARM REST	140	9/29/2007
24407	MARRON WOOD ARM REST	140	9/29/2007
24408	MARRON WOOD ARM REST	140	9/29/2007
24409	MARRON WOOD ARMREST	140	9/29/2007
24416	MARRON WOOD ARM REST	140	9/29/2007
24417	MARRON WOOD ARM REST	140	9/29/2007
39107	JB	140	9/29/2007
39138	JB	140	9/29/2007
39166	JB	140	9/29/2007
39197	JB	140	9/29/2007
39227	JB	140	9/29/2007
27850	LEGAL 4 DWR KAKHI	140	9/29/2007
28358	FILING CABINET	140	9/29/2007
2851	MARRON WOOD ARM REST	140	9/29/2007
28784	LATHEM OMNICHRON II	140	9/29/2007
28785	GSX-190 PRINTER	140	9/29/2007
28925	LEGAL 4/DWR BROWN	140	9/29/2007
29378	AT&T DATA	140	9/29/2007
29661	HI RESOLUTION QUAD	140	9/29/2007
29662	HI RESOLUTION QUAD	140	9/29/2007
29663	HI RESOLUTION QUAD	140	9/29/2007
29664	HI RESOLUTION QUAD	140	9/29/2007
29667	VIDEO CASSETT RECORD	140	9/29/2007
33106	HP DESKJET 895 CSE	140	9/29/2007
33474	OKIDATA320 PRINTER	140	9/29/2007
33841	HP 2000 C PRINTER	140	9/29/2007
352	LEGAL 3/DWR BEIGE	140	9/29/2007
353	LEGAL 3/DWR BEIGE	140	9/29/2007
35369	PANAFAX VF-585 7777	140	9/29/2007
354	LEGAL 3/DWR BEIGE	140	9/29/2007
355	LEGAL 3/DWR BEIGE	140	9/29/2007
37408	STOOL	140	9/29/2007
37411	STOOL	140	9/29/2007
37412	STOOL	140	9/29/2007
379	INDEX 6/DWR EGGSHELL	140	9/29/2007
38158	DELL OPTIPLEX GX50 P	140	9/29/2007
40549	MILWAUKEE 18 VOLT	140	9/29/2007
40941	OKI MICROLINE 591	140	9/29/2007
4217	SECURITY BOX	140	9/29/2007
554	LEGAL 4 DWR KAKHI	140	9/29/2007
5679	5/DWR BLACK & BROWN	140	9/29/2007
7536	DESK BROWN W/BL	140	9/29/2007
8122	3/DWR WHITE DESK	140	9/29/2007
9117	FILIONG CABINET	140	9/29/2007
9118	FILING CABINET	140	9/29/2007
NT70449	ASPEN MOTHERBOARD	140	9/29/2007
NT70450	OFFICE ROLLING CHAIR	140	9/29/2007
NT70451	OFFICE ROLLING CHIR	140	9/29/2007

NT70452	HANDICAP COUNTER		140	9/29/2007
NT70453	BOTTOM OF CREDENZA		140	9/29/2007
NT70454	BLACK CHAIR		140	9/29/2007
NT70455	BLACKOUT BUSTER UPS	9820008100	140	9/29/2007
NT70457	HP 2000 INK CARTRIDG		140	9/29/2007
NT70458	BELLEIN UPS	2B033456083W4	140	9/29/2007
NT70459	BELLEIN UPS	2B033456084W4	140	9/29/2007
NT70460	HP SCANJET 3300 C	CN07K1A0V0	140	9/29/2007
NT70461	OKI 321 TURBO PRINTE	AE49060454E	140	9/29/2007
NT70462	OKI 321 TURBO PRINTE	AE49060554E	140	9/29/2007
NT70463	HP 3820 DESKJET PRIN	CN36C182NX	140	9/29/2007
NT70464	HP 2230 INKJET PRINT	MY25LF149N	140	9/29/2007
NT70465	BLACKOUT BUSTER UPS	9820008060	140	9/29/2007
NT70466	BLACKOUT BUSTER UPS	9820008140	140	9/29/2007
NT70467	BLACKOUT BUSTER UPS	9820008020	140	9/29/2007
NT70468	BELKIN UPS	2W032100977W0	140	9/29/2007
NT70469	EPSON FX 890 PRINTER	E8BY041220	140	9/29/2007
NT70470	AOPEN FLAT PANEL	32901166PV	140	9/29/2007
NT70471	BATESIAS FLAT PANEL	9.10002E+13	140	9/29/2007
NT70472	BATESIAS FLAT PANEL	9.10002E+12	140	9/29/2007
NT70473	ASPEN FLAT PANEL	43901892PV	140	9/29/2007
NT70474	CANON PIXMA MP 780	AHB108228	140	9/29/2007
NT70475	HP DESKJET 3820	CN2BG1PO92	140	9/29/2007
NT70476	BALCKOUT BUSTER	9820008090	140	9/29/2007
NT70477	IBM 16 PORT EFA 232	A16YQ014860	140	9/29/2007
NT70478	DELL PORT	0003850-E1296I-93	140	9/29/2007
NT70479	SYNOPTICS LOTTUS HUB	SBAY1YQED7	140	9/29/2007
NT70480	BIOSTAR MAINBOARD(3)	9832102843	140	9/29/2007
NT70481	MAINBOARD ISO 9002	W6BXRT-0-9818310	140	9/29/2007
NT70482	PARTITEOS MAGIC	496603200	140	9/29/2007
NT70483	WORD PERFECT FOR DOS		140	9/29/2007
NT70484	QUICKBOOKS VERSION 5		140	9/29/2007
NT70485	OFFICE ROLLING CHAIR		140	9/29/2007
NT70486	LETTER FILING CABINE		140	9/29/2007
NT70487	LETTER FILING CABINE		140	9/29/2007
NT70488	LETTER FILING CABINE		140	9/29/2007
NT70489	BEIGE LEGAL FILING		140	9/29/2007
NT70490	BEIGE FILING CABINET		140	9/29/2007
NT70491	BROWN TABLE SHORT		140	9/29/2007
NT70492	ROLLING OPERATOR CHA		140	9/29/2007
NT70493	ROLLING OPERATOR CHA		140	9/29/2007
NT70494	ROLLING OPERATOR CHA		140	9/29/2007
NT70495	ROLLING OPERATOR CHA		140	9/29/2007
NT70496	MARRON ROLLING CHAIR		140	9/29/2007
NT70497	OPERATING CHAIR MARO		140	9/29/2007
NT70498	HI RESOLUTION QUAD		140	9/29/2007
NT70499	BLACK 4/DWR FILING		140	9/29/2007
NT70500	MAROON OPERATING CHA		140	9/29/2007
NT70501	MAROON OPERATING CHA		140	9/29/2007

NT70502	MAROON OPERATING		140	9/29/2007
NT70503	LETTER FILING CABINE		140	9/29/2007
NT70504	OPERATING CHAIR		140	9/29/2007
NT70505	MAROON OPERATING CHA		140	9/29/2007
NT70506	MAROON OPERATING CHA		140	9/29/2007
NT70507	LETTER FILING CABINE		140	9/29/2007
NT70508	OPERATING CHAIR		140	9/29/2007
NT70509	LARGE 16 CUBICAL SHE		140	9/29/2007
NT70510	STOOL		140	9/29/2007
NT70511	4 CASH DRAWERS		140	9/29/2007
11918	HON 62"X 18"		170	9/29/2007
17145	EXECUTIVE DESK WALNU		170	9/29/2007
20948	GLOBE WEIS 30 DWR GY		170	9/29/2007
21015	WALNUT W/SLIDING DOO		170	9/29/2007
22123	HON 8795 WALNUT /SAN		170	9/29/2007
24395	3 PIECE COMP WORK ST		170	9/29/2007
25662	HON 5 DRAWER		170	9/29/2007
25720	METAL WALNUT SNDALWO		170	9/29/2007
28775	BROWN WOODEN DESK		170	9/29/2007
28781	METAL WALNUT TROPIC		170	9/29/2007
30057	METAL DESK 72" L X 3		170	9/29/2007
8256	BROWN CHAIR		170	9/29/2007
NT70527	PINK CHAIR		170	9/29/2007
NT70528	BROWN 2 PC CRADENZA		170	9/29/2007
NT70529	BEIGE SMALL BOLLAWAY		170	9/29/2007
NT70530	SMALL BROWN TABLE		170	9/29/2007
NT70531	BROWN TABLE		170	9/29/2007
NT70532	SMALL WORK STATION		170	9/29/2007
NT70533	SMALL END TABLE		170	9/29/2007
NT70534	BLUE ROLLING CHAIR		170	9/29/2007
NT70535	BLUE ROLLING CHAIR		170	9/29/2007
24849	COPY STAR 2054	FU-36-042810H	180	9/29/2007
27856	SAVIN 90501 COPY MAC	193110044	180	9/29/2007
29618	486 DX4, D161 COM		180	9/29/2007
NT70393	COGNITIVE ADVVANTAGE	U040808761	180	9/29/2007
NT70394	PRINTER HP LASERJET	MY99DF30B3	180	9/29/2007
NT70435	WATER DISPENSER		180	9/29/2007
28537	PRINTER-HP LASERJET	USFB079398	190	9/29/2007
32356	PRINTER-HP LASERJET	JKH054375	190	9/29/2007
38942	FLAIR FAN	NONE	190	9/29/2007
40119	OFFICE CHAIR GRAY	MP73VK	190	9/29/2007
NT70401	TABLETOP	C00462	190	9/29/2007
NT70402	SHREDDER-FELLOWES	5895C	190	9/29/2007
NT70403	SHREDDER-FELLOWES	PS60-060998041631	190	9/29/2007
NT70404	MONITOR-DELL	MX-0419TG-47801-1	190	9/29/2007
NT70405	BATTERY BACK UP	3B0607X34595	190	9/29/2007
NT70406	TV STAND- WALL MOUNT	1D511231672	190	9/29/2007
NT70407	FOOT REST	N/A	190	9/29/2007
NT70408	BACK CUSHION	26K4174	190	9/29/2007

NT70409	TYPEWRITER-SMITH COR	NONE	190	9/29/2007
NT70410	SPEAKERS FOR COMPUTE	CN-01D430-48220-1	190	9/29/2007
NT70411	HAND REST	N/A	190	9/29/2007
NT70412	TEACHER'S STOOL	NONE	190	9/29/2007
NT70413	2 CORK BOARDS	NONE	190	9/29/2007
NT70414	ABC DIVIDERS	NONE	190	9/29/2007
NT70415	TV- SYMPHONIC	V3372940	190	9/29/2007
NT70416	CALCULATOR- SHARP	17003174	190	9/29/2007
NT70417	PRINTER-DESKJET 5550	MY26SIK2YN	190	9/29/2007
32186	PRINTER- NEC	5559263517L	200	9/29/2007
34244	SWITCH 3300 24 PORT		200	9/29/2007
34364	PC GENERIC	P98A0101687	200	9/29/2007
34496	PC CLONE	P002A0122729	200	9/29/2007
34881	ETHERNET MEDIA CONV	KOCK0038EV	200	9/29/2007
34882	ETHERNET MEDIA	KOJQ0038E	200	9/29/2007
41912	MONITOR-ADI	310024T02DA05	200	9/29/2007
NT70378	MONITOR-IMPRESSIONS	092600IL0	200	9/29/2007
NT70379	NOTE BOOK	PB344521100131	200	9/29/2007
NT70380	FIBER ROCKMOUNT	IOCE31798	200	9/29/2007
NT70381	SURGE PRO	KOF-250	200	9/29/2007
NT70382	ETHERNET MEDIA CONVE	GOP50265EV	200	9/29/2007
NT70383	ETHERNET MEDIA	G0930275E	200	9/29/2007
NT70384	ETHERNET MEDIA	GON50265E	200	9/29/2007
NT70385	MONITOR-DELL CRT (2)	NONE	200	9/29/2007
NT70386	MONITOR-IMPRESSIONS	936000001	200	9/29/2007
NT70387	MONITOR-SYLVANIA	SSCB2204863	200	9/29/2007
NT70388	PC CLONE	P002A0122729	200	9/29/2007
NT70389	ETHERNET MEDIA CONVE	B12A2164C	200	9/29/2007
NT70390	PRINTER HP DESKJET	C8165A	200	9/29/2007
NT70391	PC DELL 4500 & CASE	34439033161	200	9/29/2007
NT70392	MONITOR- SYLVANIA	SSCR2201341	200	9/29/2007
NT70437	SHARP TONER /DRUM		200	9/29/2007
NT70438	BROTHER TN-250 TONER		200	9/29/2007
NT70439	HANDHELD SCANNER	MA62GW	200	9/29/2007
NT70456	BLACKBOY KVM SWITCH		200	9/29/2007
20385	CHAIR OFFICE	BROWN W/ARMS	210	9/29/2007
215073	CHAIR OFFICE	BROWN W/ARMS	210	9/29/2007
21795	DESK	METAL	210	9/29/2007
32281	FORD F150	1FTZF1725WNC25657	210	9/29/2007
38374	PHONE-NORTEL	NWTM60GK4LKN	210	9/29/2007
NT70418	OFFICE CHAIR	BLACK LEATHER	210	9/29/2007
NT70419	EXECUTIVE CHAIR	BLK W/GRAY W/ARMS	210	9/29/2007
NT70420	MONITOR-SAMTRON	7HMCT13380B	210	9/29/2007
NT70421	MONITOR-SAMTRON	AH17HCDTB126812	210	9/29/2007
NT70422	MONITOR-SAMTRON	AH17HCDTB12515R	210	9/29/2007
NT70423	MONITOR-ACER	917852197420456S5	210	9/29/2007
NT70424	FAX MACHINE-HP	MY15PF30YK	210	9/29/2007
NT70425	FAX MACHINE- HP	MY99SEI2CN	210	9/29/2007
NT70426	MONITOR- DELL	MX419TG478011C4HO	210	9/29/2007

NT70512	MAHOGANY DESK		230	9/29/2007
NT70513	GREY DESK		230	9/29/2007
NT70514	RED CLOTH HIGH BACK		230	9/29/2007
NT70515	CHARCOAL CLOTH ROLLE		230	9/29/2007
41295	COPIER CANON 1330	MNS02985	293	9/29/2007
10626	TYPEWRITER- IBM	IBM	320	9/29/2007
11080	CHAIR	YELLOW-FABRIC	320	9/29/2007
11081	CHAIR	YELLOW-FABRIC	320	9/29/2007
11082	CHAIR	YELLOW-FABRIC	320	9/29/2007
11083	CHAIR	YELLOW- FABRIC	320	9/29/2007
11084	CHAIR	YELLOW-FABRIC	320	9/29/2007
11090	CHAIR	BROWN FABRIC	320	9/29/2007
11092	DESK	BRN METAL	320	9/29/2007
11215	TABLE	SMALL WOOD	320	9/29/2007
14066	DESK	METAL BIEGE	320	9/29/2007
14196	DESK	METAL BROWN	320	9/29/2007
17582	FILE CABINET	GRAY 4 DRAWER	320	9/29/2007
18077	SHELF-METAL	NONE	320	9/29/2007
18080	FILE CABINET	NONE	320	9/29/2007
18087	FILE CABINET(GRAY)	NONE	320	9/29/2007
18092	FILE CABINET	BROWN	320	9/29/2007
18106	DESK	GRAY METAL	320	9/29/2007
18112	SHELF	GRAY METAL	320	9/29/2007
18113	SHELF	GRAY METAL	320	9/29/2007
18116	BOOK SHELF	GRN METAL	320	9/29/2007
18132	SHELF	METAL GREEN	320	9/29/2007
18177	BOOK SHELF	GRN METAL	320	9/29/2007
19637	DESK	METAL BEIGE	320	9/29/2007
20273	SHELF	METAL GREEN	320	9/29/2007
22512	FILE CABINET	BEIGE	320	9/29/2007
23282	FILE CABINET(BRN)	NONE	320	9/29/2007
23703	FILE CABINET	BRN 5 DRAWER	320	9/29/2007
23718	FILE CABINET	BROWN	320	9/29/2007
23727	FILE CABINET	BROWN	320	9/29/2007
24786	FILE CABINET	BROWN	320	9/29/2007
25842	PRINTER-IBM	NONE	320	9/29/2007
25843	POWER SUPPLY	BACKUP	320	9/29/2007
28305	CHAIR	NONE	320	9/29/2007
29129	FILE CABINET	NONE	320	9/29/2007
29397	FILE CABINET	NONE	320	9/29/2007
29474	DESK	METAL BROWN	320	9/29/2007
29756	COMPUTERCART	WOOD	320	9/29/2007
3044	DESK	METAL GRAY	320	9/29/2007
3047	DESK	WOOD	320	9/29/2007
4197	DESK	METAL GRAY	320	9/29/2007
4480	FILE CABINET	GRAY	320	9/29/2007
5057	DESK	GRAY	320	9/29/2007
5108	FILE CABINET	BRN 4 DRAWER	320	9/29/2007
5318	SHELF	GRAY METAL	320	9/29/2007

5426	DESK	METAL GRAY	320	9/29/2007
8668	FILE CABINET	2 DRAWER	320	9/29/2007
8691	DESK	METAL BROWN	320	9/29/2007
8692	DESK METAL	BROWN	320	9/29/2007
8693	DESK METAL	BROWN	320	9/29/2007
8694	DESK	BRN METAL	320	9/29/2007
8722	TYPEWRITER-IBM	IBM	320	9/29/2007
AA000143	FILE CABINET (BRN)	NONE	320	9/29/2007
AA000179	FILE CABINET (BLK)	NONE	320	9/29/2007
AA001087	CHAIR	BROWN	320	9/29/2007
AA001089	CHAIR	BROWN	320	9/29/2007
AA001263	Server	NONE	320	9/29/2007
AA001265	Dell CPU	NONE	320	9/29/2007
AA001268	TOWER-CPU	DELL	320	9/29/2007
AA001269	TOWER- CPU	DELL	320	9/29/2007
AA001372	CPU- COMPAQ	53967	320	9/29/2007
AA001559	Base T Modular Route	FTX09020G1	320	9/29/2007
AA001606	CPU COMPAQ	MXD4400DHG	320	9/29/2007
AA001679	CPU-COMPAQ	MXD4400DK5	320	9/29/2007
AA001718	TOWER-CPU	MXD4400DHG	320	9/29/2007
NT70317	FILE CABINET	BRN	320	9/29/2007
NT70318	DESK	BRN WOOD	320	9/29/2007
NT70319	TABLE	BRN WOOD	320	9/29/2007
NT70320	DESK	GRAY METAL	320	9/29/2007
NT70321	TABLE	3X6	320	9/29/2007
NT70322	FILE CABINET	BEIGE 4 DRAWER	320	9/29/2007
NT70323	FILE CABINET	BROWN	320	9/29/2007
NT70324	FILE CABINET	BROWN	320	9/29/2007
NT70325	TABLE	3X6	320	9/29/2007
NT70326	SHELF	PLASTIC BLK	320	9/29/2007
NT70327	TABLE	4X8	320	9/29/2007
NT70328	CHAIRS	VINYL	320	9/29/2007
NT70329	CHAIR-	METAL W/ FABRIC	320	9/29/2007
NT70330	CHAIR	METAL W/FABRIC	320	9/29/2007
NT70331	CHAIR	METAL W/FABRIC	320	9/29/2007
NT70333	SHELF	WOOD	320	9/29/2007
NT70334	SHELF	WOOD	320	9/29/2007
NT70335	CUBICALDIVIDERS-8	BEIGE FABRIC	320	9/29/2007
NT70336	METAL SHELF	OPEN	320	9/29/2007
NT70337	METAL SHELF	OPEN	320	9/29/2007
NT70338	METAL SHELF	OPEN	320	9/29/2007
NT70339	COMPUTER-MPC	539553G	320	9/29/2007
NT70340	MONITOR-DEL	22744FAH7A79	320	9/29/2007
NT70341	MONITOR-DELL	22794FAH7A79	320	9/29/2007
NT70342	MONITOR-DELL	22794FAH7D79	320	9/29/2007
NT70343	MONITOR-DELL	22794FAH7679	320	9/29/2007
NT70344	MONITOR-DELL	22794FAH8979	320	9/29/2007
NT70345	MONITOR-DELL	2279FAT4C89	320	9/29/2007
NT70346	MONITOR-NEC	3300129TA	320	9/29/2007

NT70347	KEYBOARDS-5 DELLs	NONE	320	9/29/2007
NT70348	KEYBOARD- 3 NO NAME	NONE	320	9/29/2007
NT70349	MOUSE - 3 NO NAME	NONE	320	9/29/2007
NT70350	MONITOR-TECO	NONE	320	9/29/2007
NT70351	MONITOR-TECO	NONE	320	9/29/2007
NT70352	MONIOTR-TECO	NONE	320	9/29/2007
NT70353	MONITOR-TECO	NONE	320	9/29/2007
NT70354	MONITOR-TECO	NONE	320	9/29/2007
NT70355	MONITOR-TECO	NONE	320	9/29/2007
NT70359	CHAIRS- (47 BRN)	NONE	320	9/29/2007
NT70360	CHAIRS-3 BLUE	NONE	320	9/29/2007
NT70361	CHAIR 1 YELLOW	NONE	320	9/29/2007
NT70362	CHAIR-1 ORANGE	NONE	320	9/29/2007
17803	GENERAL ELECTRIC REF		340	9/29/2007
17806	GENERAL ELECTRIC		340	9/29/2007
17807	GENERAL ELECTRIC		340	9/29/2007
18546	BROWN DESK		340	9/29/2007
18730	GENERAL EELCTRIC		340	9/29/2007
23490	COMPUTER DESK		340	9/29/2007
23998	OAK DESK		340	9/29/2007
2400	OAK DESK		340	9/29/2007
24569	OAK DESK		340	9/29/2007
25304	GRAY DESK		340	9/29/2007
26160	HOT POINT REFRIGERAT	VG784128	340	9/29/2007
26665	COMPUTER DESK		340	9/29/2007
26667	COMPUTER DESK		340	9/29/2007
26668	OAK DESK		340	9/29/2007
26673	COMPUTER DESK		340	9/29/2007
26835	GRAY DESK		340	9/29/2007
26882	GRAY DESK		340	9/29/2007
27011	COMPUTER DESK		340	9/29/2007
27012	OAK DESK		340	9/29/2007
27095	GENERAL ELECTRIC	RH732041	340	9/29/2007
27603	RCA	DL548961	340	9/29/2007
27997	SMALL GRAY DESK		340	9/29/2007
28000	SMALL GRAY DESK		340	9/29/2007
31429	WHITE WESTINGHOUSE	WB75010545	340	9/29/2007
70516	MICROWAVE CART		340	9/29/2007
NT70516	LAMP		340	9/29/2007
NT70517	SCALE		340	9/29/2007
NT70518	GRAY DESK		340	9/29/2007
NT70519	BOOK SHELVE		340	9/29/2007
NT70520	SIDE CHAIRS		340	9/29/2007
NT70521	SIDE CHAIR		340	9/29/2007
NT70522	SECRETARIAL CHAIR		340	9/29/2007
NT70523	SECRETARIAL CHAIR		340	9/29/2007
NT70524	SECRETARIAL CHAIR		340	9/29/2007
NT70525			340	9/29/2007
NT70526	BOOK SHELVE		340	9/29/2007

37610			1600	9/29/2007
15524	TYPEWRITER -IBM WHEE			9/29/2007
17172	TYPEWRITER TABLE			9/29/2007
NT70427	CAMERAS (3)	N/A		9/29/2007
NT70428	CD ROM DRIVE MODULE			9/29/2007
NT70429	SEVERAL HP TONERS			9/29/2007
NT70430	NOKIA CELL PHONE			9/29/2007
NT70431	GUEST CHAIRS			9/29/2007
NT70432	MONITOR			9/29/2007
NT70433	MINOLTA DSS FAX			9/29/2007
NT70434	DESK JET 670-C HP			9/29/2007

AI-5565

18.A.11.

**Approval to Execute Document with Lexis Nexis
CC REGULAR**

Date: 09/18/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County with Lexis Nexis.

B. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s): District Attorney

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1222-412-00-080-006-0-342

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding available for pending requisition # 117609 as of 9/14/07.

FISCAL YEAR: 2007

ACCT. #: 7-1100-412-00-080-002-0-342

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding available for pending requisition # 117609 as of 9/14/07.

Attachments

Link: [Lexis Nexis](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 01:55 PM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 04:09 PM	APRV
3	Dale Kennan	Dale Kennan	09/14/2007 08:38 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Rocio Villarreal			Started On: 09/13/2007 09:35 AM	

Final Approval Date: 09/14/2007

"Subscriber": Hidalgo County Da'S Office	"LN": LexisNexis, a division of Reed Elsevier Inc.
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In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
1188F0	EDINBURG TX

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are ____ judges and attorneys, and ____ government professionals for a total of ____ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) Pure Lexis	SBTNL0	
(b) News - Large Group Files	SBTNN1	
(c)		
(d)		
(e)		

See attached Rider No. 1 for additional Preferred Pricing Materials

	COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	09/01/2007	to 08/31/2008	\$ 330.00
Beginning	09/01/2008	to 08/31/2009	\$ 348.00
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

(initial) Subscriber elects access to the Alternate Pricing Materials

7. CLOSED OFFER

The offer of LN contained herein is valid until September 30, 2007. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY DA'S OFFICE

LexisNexis, a division of Reed Elsevier Inc.

SUBSCRIBER

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

AI-5559

18.A.12.

Year End Purchases Deadlines

CC REGULAR

Date: 09/18/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation by Hidalgo County Auditor's Office, Budget Office and Purchasing Department for discussion, consideration and approval of an "ORDER" for all General Fund Budgets and any other applicable budgets:

A. Cut-off date for submission of Requisitions by Friday, October 12, 2007 on goods and/or services that require sufficient time to order and receive prior to 12-31-07, i.e. major purchases: vehicles, furniture and equipment, etc.;

B. Approval to notify all applicable departments that open purchase orders at 12-31-07 for which there is not a proper invoice and physical receipt of goods and/or services will be charged to the 2008 budgets.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/13/2007 04:43 PM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 04:46 PM	APRV
3	Dale Kennan	Dale Kennan	09/14/2007 08:29 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Marty Salazar
Started On: 09/12/2007 05:29 PM

Final Approval Date: 09/14/2007

AI-5509

18.A.13.

**Demolition of Structures at 201 & 217 No.Closer (former gas stations)
CC REGULAR**

Date: 09/18/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Olga Montero

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Requesting authority to advertise & solicit sealed bids or proposals (whichever applicable) for the: Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and Related Equipment located at 201 & 217 North Closer (former gas stations). Edinburg, Texas;

B. Presentation for discussion, consideration, and applicable action for the option to select an engineer from the County's approved "pool" of engineers/firms (utilizing the procedures for grading/scoring, ranking, negotiating and contracting) to provide professional in connection with the: Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and Related Equipment" located at 201 & 217 North Closer, Edinburg, Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1336-419-40-220-028-0-739

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funding is \$1,653,850.00 as of 9/14/07.

Attachments

Link: [list of engineers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/13/2007 04:39 PM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 04:42 PM	APRV
3	Dale Kennan	Dale Kennan	09/14/2007 08:29 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Marty Salazar		Started On: 09/12/2007 12:37 PM		
Final Approval Date: 09/14/2007				

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**

RFQ NO: **2006-360-11-08-VYG**

RFQ ACCEPTANCE DATE: **NOVEMBER 8, 2006**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY	Areas of Specialization								
	Civil	Structural	Geo-technical	MEP	Mechanica 1	Environ- mental	Electrical	Highway	Other
#01 Dos Logistics Inc. P.O. Box 8337 Weslaco, Texas 78599 (956) 461-5900 Fax: (956) 461-4841 E-mail: info@doslogistics.com Web: www.doslogistics.com	√	√				√		√	
#02 Millennium Engineers Group, Inc. 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, President (956) 383-8522 Fax: (956) 383-0295 E-mail: megengineers@aol.com	√		√			√			
#03 Hinojosa Engineering, Inc. 108 W. 18 TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaeng@aol.com Website: www.hengineering.com	√	√							
#04 R. Gutierrez Engineering Corporation 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: rguteng@sbcglobal.net	√							√	
#05 Guzman & Munoz Engineering and Surveying, Inc. 913 E. Harrison, Suite 14 Harlingen, TX 78550 Attn: Jose Luis Munoz, President (956) 425-1330 Fax: (956) 425-1685 E-mail: jmunoz@gmes.biz	√	√		√				√	
#06 J. E. Saenz & Associates, Inc. 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com Web: www.jesaenz.com	√							√	

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>February 8, 2007</u> through <u>February 8, 2008</u>	

NAME OF COMPANY	Areas of Specialization								
	Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#07 Noe Garza Engineers, Inc. 204 West 495 Pharr, Texas 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: noe.garza@ngeinc.net Web: www.ngeinc.net	√	√							
#08 Cook-Joyce, Inc. 812 West 11 th Street Austin, Texas 78701 Attn: J. Brian Dudley, P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	√					√			√ Landfill
#09 L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	√		√			√		√	
#10 Drash Consulting Engineers, Inc. 1506 Mid-Cities Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G., Office Manager (956) 283-8254 Fax: (956) 283-8279 E-mail: jalflores@terracon.com Web: www.drashce.com			√			√			√ -Forensic -Construction Materials Testing
#11 Melden & Hunt, Inc. 115 West McIntyre Street Edinburg, Texas 78541 (956) 381-0981 Fax: (956) 381-1839 E-mail: fkurth@meldenandhunt.com Web: www.meldenandhunt.com	√								
#12 KK Engineering Consultant 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@hilinc.net	√								

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**

RFQ NO: **2006-360-11-08-VYG**

RFQ ACCEPTANCE DATE: **NOVEMBER 8, 2006**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY	Areas of Specialization								
	Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#13 Dannenbaum Engineering Company - McAllen, LLC 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	√	√				√		√	
#14 Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, Texas 78501 Attn: Martin Vila, P. E., Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkei.com	√	√	√	√	√	√	√	√	
#15 Sigler, Winston, Greenwood & Associates, Inc. 1604 E. Hwy 83 Weslaco, Texas 78596 Attn: William R. Shea, P.E., President (956) 968-2194 Fax: (956) 968-8300 E-mail: _____	√					√	√		
#16 Half Associates, Inc. 5000 W. Military, Suite 100 McAllen, Texas 78503 Attn: Joey P. Trevino, Planning and Business Development (956) 664-0286 Fax: (956) 664-0282 E-mail: jtrevino@half.com	√		√	√	√	√	√	√	
#17 Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering 323 West Cano, Suite 100 Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	√								
#18 Civil Systems Engineering, Inc. P. O. Box 572373 Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@civilsystemeng.com Web: www.civilsystemeng.com	√					√			

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
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RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
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PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

#	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#19	Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	√								
#20	Spoor Engineering 202 So. 4 th Street McAllen, Texas 78501 Attn: Steve Spoor (956) 683-1000 Fax: (956) 683-1002 E-mail: spooeng@abcgloba.net	√								
#21	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi-mcallen.com Web: www.tesdi.com	√	√				√		√	√ -Hydraulic -Traffic
#22	Ambiote Group 5420 Paredes Line Road Brownsville, Texas 78526 (956) 548-9333 Fax: (956) 548-9399 E-mail: cmmarin@ambiotec.com	√					√			
#23	Quintanilla, Headley and Associates, Inc. 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	√							√	
#24	S&B Infrastructure, Ltd. 5408 North 10 th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vice- President (956) 926-5000 Fax: (956) 994-0427 E-mail: _____	√	√		√	√	√	√	√	√ -GIS Services and Database Development.

AI-5555

18.A.14.

**Miscellaneous Contractual Services - Hidalgo County
CC REGULAR**

Date: 09/18/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and applicable action to advertise sealed bids for the provision of the following services:

- A. Janitorial Services
- B. Delivery Services
- C. Driving Services
- D. Other

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding would be provided through individual departments requiring services

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/14/2007 03:21 PM	APRV
2	Budget & Management	Dina Trevino	09/14/2007 04:49 PM	APRV
3	Erika Reyna	Erika Reyna	09/14/2007 04:56 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Marty Salazar			Started On: 09/12/2007 05:20 PM	
Final Approval Date: 09/14/2007				

AI-5556

18.A.15.

**Architectural and/or Engineering Assessments of County Buildings
CC REGULAR**

Date: 09/18/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration and applicable action on the possible engagement of professional architectural and/or engineering services (through County's approved "pools" & procedures) for numerous County-owned buildings to assess the feasibility and potential uses of said structures, including, but not limited to the following:

1. Vacant building located at 1/4 mile N. of 495 on Moorefield Road, Mission (fka, The Longoria Mansion)
2. Vacant structures located at 317 North Closner (newly acquired property fka, Robert's Chevrolet);
3. Rudy de la Vina Juvenile Detention Facility located at 3100 S. Closner, Edinburg (soon to be vacated due to re-location to new Mario E. Ramirez, Jr. Juvenile Detention Facility);
4. Other structures

B. Presentation of report, results and recommendations by from S & B Infrastructure, firm contracted to conduct environmental & structural assessments of structures at the San Carlos Warehouse property site including possible action to authorize applicable or necessary action(s) in connection with results and/or recommendations by engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding sources would include 2006 Certificates of Obligation

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
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RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
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PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	Dos Logistics Inc. P.O. Box 8337 Weslaco, Texas 78599 (956) 461-5900 Fax: (956) 461-4841 E-mail: info@doslogistics.com Web: www.doslogistics.com	/	/				/		/	
#02	Millennium Engineers Group, Inc. 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, President (956) 383-8522 Fax: (956) 383-0295 E-mail: megengineers@aol.com	/		/			/			
#03	Hinojosa Engineering, Inc. 108 W. 18 TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaeng@aol.com Website: www.hengineering.com	/	/							
#04	R. Gutierrez Engineering Corporation 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: rguteng@sbcglobal.net	/							/	
#05	Guzman & Munoz Engineering and Surveying, Inc. 913 E. Harrison, Suite 14 Harlingen, TX 78550 Attn: Jose Luis Munoz, President (956) 425-1330 Fax: (956) 425-1685 E-mail: jmunoz@gmes.biz	/	/		/				/	
#06	J. E. Saenz & Associates, Inc. 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com Web: www.jesaenz.com	/							/	

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**

RFQ NO: **2006-360-11-08-VYG**

RFQ ACCEPTANCE DATE: **NOVEMBER 8, 2006**

RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY	Areas of Specialization								
	Civil	Structural	Geo-technical	MEP	Mechanical	Environmental	Electrical	Highway	Other
#07 Noe Garza Engineers, Inc. 204 West 495 Pharr, Texas 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: noe.garza@ngeinc.net Web: www.ngeinc.net	/	/							
#08 Cook-Joyce, Inc. 812 West 11 th Street Austin, Texas 78701 Attn: J. Brian Dudley, P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	/					/			/ Landfill
#09 L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	/		/			/		/	
#10 Drash Consulting Engineers, Inc. 1506 Mid-Cities Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G., Office Manager (956) 283-8254 Fax: (956) 283-8279 E-mail: jaflores@terracon.com Web: www.drashce.com			/			/			/ -Forensic -Construction Materials Testing
#11 Melden & Hunt, Inc. 115 West McIntyre Street Edinburg, Texas 78541 (956) 381-0981 Fax: (956) 381-1839 E-mail: fkurth@meldenandhunt.com Web: www.meldenandhunt.com	/								
#12 KK Engineering Consultant 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@hiline.net	/								

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>February 8, 2007</u> through <u>February 8, 2008</u>	

#	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#13	Dannenbaum Engineering Company - McAllen, LLC 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	/	/				/		/	
#14	Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, Texas 78501 Attn: Martin Vila, P. E. , Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkci.com	/	/	/	/	/	/	/	/	
#15	Sigler, Winston, Greenwood & Associates, Inc. 1604 E. Hwy 83 Weslaco, Texas 78596 Attn: William R. Shea, P.E., President (956) 968-2194 Fax: (956) 968-8300 E-mail: _____	/					/	/		
#16	Half Associates, Inc. 5000 W. Military, Suite 100 McAllen, Texas 78503 Attn: Joey P. Trevino, Planning and Business Development (956) 664-0286 Fax: (956) 664-0282 E-mail: jtrevino@half.com	/		/	/	/	/	/	/	
#17	Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering 323 West Cano, Suite 100 Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	/								
#18	Civil Systems Engineering, Inc. P. O. Box 572373 Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@civilsysteng.com Web: www.civilsysteng.com	/					/			

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
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NAME OF COMPANY	Areas of Specialization										
	Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other		
#19 Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	/										
#20 Spoor Engineering 202 So. 4 th Street McAllen, Texas 78501 Attn: Steve Spoor (956) 683-1000 Fax: (956) 683-1002 E-mail: spooeng@abcglobel.net	/										
#21 TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi-mcallen.com Web: www.tesdi.com	/	/				/		/	/	-Hydraulic -Traffic	
#22 Ambiotc Group 5420 Paredes Line Road Brownsville, Texas 78526 (956) 548-9333 Fax: (956) 548-9399 E-mail: cmmarin@ambiotec.com	/					/					
#23 Quintanilla, Headley and Associates, Inc. 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	/							/			
#24 S&B Infrastructure, Ltd. 5408 North 10 th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail: _____	/	/		/	/	/	/	/	/	/	-GIS Services and Database Development.

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL**

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#01	ERO International, LLP 300 South 8 th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 E-mail: eochoa@erointernational.com WEB: www.erointernational.com	/	/	/	/	/	/	/	/	/	/	/	/	
#02	Alcocer Garcia Associates Design Consulting 1335 East Jasmine Ave. Mc Allen, TX 78501 Attn: Eduardo Alcocer, Partner/Project Manager (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671 E-mail: edo@agadc.com or george@agadc.com WEB: www.agadc.com	/	/	/	/	/	/	/	/	/	/	/	/	
#03	Negrete Kolar Architects 204 E. Stubbs St. Edinburg, TX 78539 Attn: David Negrete, AIA, Partner (956) 386-0611 Fax: (956) 386-0613 Mobile: (512) 461-8810 E-mail: dnegrete@nekoarch.com	/	/	/	/	/	/	/	/	/	/	/	/	
#04	Rike Ogden Figueroa Allex Architects, Inc. 1007 Walnut Ave. Mc Allen, TX 78501 Attn: Luis A. Figueroa, Principal (956) 686-7771 Fax: (956) 687-3433 E-mail: luis@rofainc.com	/	/	/	/			/	/	/				

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#05	Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President (956) 546-0110 Fax: (956) 546-0196 E-mail: rudy.gms@bizrgv.rr.com	/			/	/	/	/	/	/	/	/	/	
#06	Milnet Architectural Services 608 S. 12 th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 E-mail: milnet@swbell.net				/	/		/	/				/	
#07	Reynaldo Vargas, Architect, Inc. dba V-A Architecture 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 E-mail: vaarchi@aol.com	/	/	/	/	/	/	/	/	/	/	/	/	/
#08	Frank P. Key & Associates, Architects 1100 E. Jasmine Avenue Suite 104 Mc Allen, TX 78501 Attn: Frank P. Key, AIA, Owner (956) 664-1110 Fax: (956) 664-1113 E-mail: frank@frankkeyarchitect.com	/	/	/	/	/	/	/	/	/	/	/	/	/
#09	IDE*A Group, Inc. 1409 Galveston Ave. Mc Allen, TX 78501 Attn: Jesus Bustos, Principal (956) 686-6806 Fax: (956) 686-5704 E-mail: ideagr95@sbcglobal.net	/	/	/	/	/	/	/	/	/	/	/	/	/

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL**

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

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PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#10	GIGNAC & Associates, LLP 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 E-mail: rgignac@gignac-associates.com	/	/	/	/	/	/	/	/	/	/	/	/	
#11	Mata Villarreal Garcia Design Group, LLP 201 S. 10 th St. Suite 2 Mc Allen, TX 78501 Attn: Fernando Mata, AIA, Principal (956) 631-1945 Fax: (956) 631-1968 E-mail: fmata@mvgdesign.us	/	/					/	/	/				
#12	Di Stefano/Santopetro Architect, INC. 729 N. Ware Road, Suite 105 McAllen, TX 78501 Attn: Joseph M. Santopetro, AIA, Principal (956) 683-1958 Fax: (956) 683-1965 E-mail: j.santopetro@dsarchitectsinc.com	/	/	/	/	/	/	/	/	/	/	/	/	

AI-5588

18.A.16.

**Contract # C-06-388-08-29 with Border Visions Consulting Group, LLC
CC REGULAR**

Date: 09/18/2007

Submitted By: Marty Salazar, 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 of a correction to contract #06-388-08-29 between Hidalgo County & Border Visions Consulting Group, LLC to reflect the renewal term of two (2) years as permitted under specifications and contract document (and not one year erroneously stated on 8-26-06 CC agenda) and thus extending the contract through 9-07-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding for requested grant writing services would come from each individual precinct.

Attachments

Link: [5588](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/14/2007 04:39 PM	APRV
2	Budget & Management	Dina Trevino	09/14/2007 04:52 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/14/2007 05:05 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Marty Salazar			Started On: 09/14/2007 03:05 PM	

Final Approval Date: 09/14/2007

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-04-181-09-07

THIS CONTRACT is made and entered in this 7th day of September, 2004, by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Border Visions Consulting Group LLC**, a Texas Limited Liability Corporation ("Company").

WHEREAS, Company has offered to perform certain services for Hidalgo County as more particularly prescribed on Exhibit "A" which is attached hereto and incorporated herein by reference (the "Service"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services, the Commissioners Court of County desires to award a contract to Company to perform the Services.

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 at the offices of Hidalgo County. 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. 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 September 7, 2004 and ending September 7, 2006, with the County's option to renew on the same terms and conditions for an additional two (2) year term.

4. This Contract may be extended at the sole discretion of County for an additional thirty (30) days, unless this Contract is terminated pursuant to the provision herein, whichever occurs first.

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, of which may be required by any authority

CONTRACT INFORMATION

THIS CONTRACT IS: **ACTIVE**

CONTRACT TYPE: **Renewal -Extension**

BID NO. **2006388** BUYER DEPARTMENT **MAM HIDALGO COUNTY**

BID REMARKS
CONTRACT PURPOSES ONLY. APPROVED BY CC FOR 2 ADDITIONAL YEARS

DESCRIPTION
GRANT WRITING & OTHER RELATED SERVICES FOR PARK PROJECTS

CONTRACT NO.
C-06-388-08-29

CONTRACT MANAGER
MARY

CONTRACT AWARD FOR DEPT (1)
Hidalgo County

AWARDED VENDOR
Border Visions

INSURANCE EXPIRATION DATES: GEN LIA INSR 04/06/07 AUTO LIA INSR 09/21/06 WKMANS COMF

CONTRACT TERM:		60 DAY EXTENSION		RENEWED/EXTENDED <input type="checkbox"/>	
STARTING DATE	ENDING DATE:	START DATE	END DATE	REFER TO NEW CONTRACT NO.	
09/07/06	09/07/08			_____	
EXPIRES UPON COMPLETION <input type="checkbox"/>		RENEWAL OPTION(S) <u>NONE RENEWABLE</u>			

Multiple Award? YES NO
(If Yes See Below for Addt'l Info.)

Contract Scanned
YES

Contract No	Awarded Vendor	For Departments	Ins Exp Date	Ins Exp Date
Contract No 2	Awarded Vendor 2	For Departments 2	Ins Exp Date 2	Ins Exp Date
Contract No 3	Awarded Vendor 3	For Departments 3	Ins Exp Date 4	Ins Exp Date
Contract No 4	Awarded Vendor 4	For Departments 4	Ins Exp Date 6	Ins Exp Date
Contract No 5	Awarded Vendor 5	For Departments 5	Ins Exp Date 9	Ins Exp Date
Contract No 6	Awarded Vendor 6	For Departments 6	Ins Exp Date 10	

CONTRACT COMMENTS:
04/17/07og: Gen/Lia has expired this month. Need new insurances and scanned.

LUMP SUM AMOUNT (if applicable):

CONTRACT PRICES:

ITEM DESCRIPTION:	UNIT:	PRICE:

LAST UPDATED ON:
5/10/2007

C-06-388-08-29¹¹

- 11. Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with Border Visions for grants Writing and Other Related Services for Park Projects.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Palacios, returns to the Court.

At this time Judge Garcia steps out of the Court.

- 12. Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) for Consultant Services for Hidalgo County Cafeteria Plan (Section 125, Voluntary Products) with Insurance Advisory Group, Inc.**

On motion of Commissioner Palacios seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

- 13. Requesting approval to advertise for an RFP/Q for: "Section 125 Voluntary Products with requirements, specifications to be developed and drafted by consultant.**

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item B-1.

- 14. Presentation for discussion, consideration and action to issue notice of non-renewal (pursuant to Article VI of current agreement with an expiration date 12-31-06) for the contract for delinquent tax collection with Linebarger, Goggan, Blair & Sampson, LLC**
15. Requesting authority to advertise a Request for Proposal with Qualifications (RFP/Q) for: Delinquent Tax Collection Services for Hidalgo County.

On motion of Commissioner Flores, seconded by Commissioner Handy the Court made a 2 to 2 Vote for a NO VOTE on items #14 & 15.

Judge Garcia – Nay

Commissioner Handy – Aye

Commissioner Palacios – Abstain

Commissioner Flores – Aye

Commissioner Garza – Nay

At this time the Court moved back to item #6.



PURCHASING DEPARTMENT
County Of Hidalgo

September 29, 2006

Mr. Paul Vazaldua, Jr.
Border Visions Consulting Group
605 E. Violet Suite 6
McAllen, Texas 78504

Dear Mr. Vazaldua::

Please let this letter serve as an official notice of action taken by the Hidalgo County Commissioners' Court on August 29, 2006, your service was approved for an additional year for "Grant Writing and Other Related Services for Park Projects" (expiration date- 9/7//2007) under the same rates, terms and conditions

Thank you in advance for your cooperation to this matter. If you should have any questions or comments, or require anything further, please do not hesitate to contact me.

Sincerely,


Mary A. Maldonado
Contract Manager

AI-5558

18.B.1.

**Authority to Seek Proposals or Alternatives
CC REGULAR**

Date: 09/18/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Oscar Garza

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: County Clerk

Information

CAPTION

- A. Requesting authority to seek proposals through our membership/participation through inter-locals or cooperative purchasing awards or programs (i.e. Centennial, Herrera & Hunt) in connection with the Turnkey Solution for the complete Re-assembling of Aluminum Buildings" (acquired through TxDOT and formerly located on the corner of Expressway 83 & Abram Rd. currently dismantled and stored) in connection with the conversion of said buildings for records storage and managment; or, in the alternative,
- B. Requesting authority to select and engage (through County's approved "pool" & selection procedures) architectural and/or engineering services for the development of plans and specifications for the advertising of sealed bids for the: Turnkey Solution for the complete Re-assembling of Aluminum Buildings;
- C. Discussion, consideration and action on selection of a permanent site (on County-owned property) for the above referenced project: " Turnkey Solution for the complete Re-assembling of Aluminum Buildings".

BACKGROUND

Fiscal Impact

Attachments

Link: Co Clerk AJOC Request

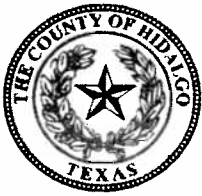
Link: POOL OF ARCHITECTS

Link: POOL OF ENGINEERS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/13/2007 01:39 PM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 04:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/14/2007 08:01 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Marty Salazar			Started On: 09/12/2007 05:28 PM	

Final Approval Date: 09/14/2007



ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

To: Marty Salazar, Purchasing Director

From: Arturo Guajardo Jr., Hidalgo County Clerk

Date: September 10, 2007

Re: Bids for AJOC Vendor Option

The County Clerk's Office is moving toward utilizing the storage building donated by the State of Texas to Hidalgo County. This unit was disassembled and is now located in Pct. 3. As previously discussed with Commissioners Court, we would like the 250' X 80' building placed at the San Carlos site for document storage.

We are requesting your assistance in securing the necessary services needed to proceed with this project by utilizing the AJOC vendor option.

Thank you for your attention and assistance on this matter. If you have questions, please contact me at 956 318-2100 ext. 6107.

Sincerely,

A handwritten signature in black ink, appearing to read "Armando Perez Jr.", is written over a large, faint watermark of the State of Texas seal.

Armando Perez Jr.
Records Manager
Hidalgo County Clerks

Cc: Oscar Garza

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#01	ERO International, LLP 300 South 8 th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 E-mail: eochoa@erointernational.com WEB: www.erointernational.com	/	/	/	/	/	/	/	/	/	/	/	/	
#02	Alcocer Garcia Associates Design Consulting 1335 East Jasmine Ave. Mc Allen, TX 78501 Attn: Eduardo Alcocer, Partner/Project Manager (956) 618-2007 Fax: (956) 618-2008 Mobile: (956) 607-6671 E-mail: edo@agadc.com or george@agadc.com WEB: www.agadc.com	/	/	/	/	/	/	/	/	/	/	/	/	
#03	Negrete Kolar Architects 204 E. Stubbs St. Edinburg, TX 78539 Attn: David Negrete, AIA, Partner (956) 386-0611 Fax: (956) 386-0613 Mobile: (512) 461-8810 E-mail: dnegrete@nekoarch.com	/	/	/	/	/	/	/	/	/	/	/	/	
#04	Rike Ogden Figueroa Allex Architects, Inc. 1007 Walnut Ave. Mc Allen, TX 78501 Attn: Luis A. Figueroa, Principal (956) 686-7771 Fax: (956) 687-3433 E-mail: luis@rofainc.com	/	/	/	/			/	/	/				

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

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PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#05	Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President (956) 546-0110 Fax: (956) 546-0196 E-mail: rudy.gms@bizrgv.rr.com	/			/	/	/	/	/	/	/	/	/	
#06	Milnet Architectural Services 608 S. 12 th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 E-mail: milnet@swbell.net				/	/		/	/				/	
#07	Reynaldo Vargas, Architect, Inc. dba V-A Architecture 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 E-mail: vaarchi@aol.com	/	/	/	/	/	/	/	/	/	/	/	/	/
#08	Frank P. Key & Associates, Architects 1100 E. Jasmine Avenue Suite 104 Mc Allen, TX 78501 Attn: Frank P. Key, AIA, Owner (956) 664-1110 Fax: (956) 664-1113 E-mail: frank@frankkeyarchitect.com	/	/	/	/	/	/	/	/	/	/	/	/	/
#09	IDE*A Group, Inc. 1409 Galveston Ave. Mc Allen, TX 78501 Attn: Jesus Bustos, Principal (956) 686-6806 Fax: (956) 686-5704 E-mail: ideagr95@sbcglobal.net	/	/	/	/	/	/	/	/	/	/	/	/	/

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ - REFERRAL POOL**

DESCRIPTION OF RFQ: **HIDALGO COUNTY ARCHITECTURAL SERVICES**

RFQ NO.: **2006-361-11-08-MSS**

RFQ ACCEPTANCE DATE: **November 08, 2006**

ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

RFQ#	NAME OF COMPANY	AREA OF SPECIALIZATION												
		PRE-DESIGN SERVICES	SPACE PLANNING	NEEDS ASSESSMENT	ADA	CODE ANALYSIS	MASTER PLANNING	DESIGN FOR NEW CONSTRUCTION	DESIGN FOR ALTERATIONS/RENOVATIONS	INTERIOR DESIGN	PROGRAMMING	FORENSIC STUDIES	COST ESTIMATING	OTHER
#10	GIGNAC & Associates, LLP 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 E-mail: rgignac@gignac-associates.com	/	/	/	/	/	/	/	/	/	/	/	/	
#11	Mata Villarreal Garcia Design Group, LLP 201 S. 10 th St. Suite 2 Mc Allen, TX 78501 Attn: Fernando Mata, AIA, Principal (956) 631-1945 Fax: (956) 631-1968 E-mail: fmata@mvgdesign.us	/	/					/	/	/				
#12	Di Stefano/Santopetro Architect, INC. 729 N. Ware Road, Suite 105 McAllen, TX 78501 Attn: Joseph M. Santopetro, AIA, Principal (956) 683-1958 Fax: (956) 683-1965 E-mail: j.santopetro@dsarchitectsinc.com	/	/	/	/	/	/	/	/	/	/	/	/	/

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
--	-----------------------------------

RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
--	---------------------------------------

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

#	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanica 1	Environ- mental	Electrical	Highway	Other
#01	Dos Logistics Inc. P.O. Box 8337 Weslaco, Texas 78599 (956) 461-5900 Fax: (956) 461-4841 E-mail: info@doslogistics.com Web: www.doslogistics.com	/	/				/		/	
#02	Millennium Engineers Group, Inc. 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, President (956) 383-8522 Fax: (956) 383-0295 E-mail: megengineers@aol.com	/		/			/			
#03	Hinojosa Engineering, Inc. 108 W. 18 TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaeng@aol.com Website: www.hengineering.com	/	/							
#04	R. Gutierrez Engineering Corporation 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: rguteng@sbcglobal.net	/							/	
#05	Guzman & Munoz Engineering and Surveying, Inc. 913 E. Harrison, Suite 14 Harlingen, TX 78550 Attn: Jose Luis Munoz, President (956) 425-1330 Fax: (956) 425-1685 E-mail: jmunoz@gmes.biz	/	/		/				/	
#06	J. E. Saenz & Associates, Inc. 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com Web: www.jesaenz.com	/							/	

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: <u>February 8, 2007</u> through <u>February 8, 2008</u>	

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanica l	Environ- mental	Electrical	Highway	Other
#07	Noe Garza Engineers, Inc. 204 West 495 Pharr, Texas 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: noe.garza@ngeinc.net Web: www.ngeinc.net	/	/							
#08	Cook-Joyce, Inc. 812 West 11 th Street Austin, Texas 78701 Attn: J. Brian Dudley, P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	/					/		/	/
#09	L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	/		/			/		/	
#10	Drash Consulting Engineers, Inc. 1506 Mid-Cities Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G., Office Manager (956) 283-8254 Fax: (956) 283-8279 E-mail: jaflores@terracon.com Web: www.drashce.com			/			/			/
#11	Melden & Hunt, Inc. 115 West McIntyre Street Edinburg, Texas 78541 (956) 381-0981 Fax: (956) 381-1839 E-mail: fkurth@meldenandhunt.com Web: www.meldenandhunt.com	/								
#12	KK Engineering Consultant 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@hiline.net	/								

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL**

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
--	-----------------------------------

RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
--	---------------------------------------

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

NAME OF COMPANY		Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanica 1	Environ- mental	Electrical	Highway	Other
#13	Dannenbaum Engineering Company - McAllen, LLC 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	/	/					/	/	
#14	Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, Texas 78501 Attn: Martin Vila, P. E. , Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkci.com	/	/	/	/	/	/	/	/	
#15	Sigler, Winston, Greenwood & Associates, Inc. 1604 E. Hwy 83 Weslaco, Texas 78596 Attn: William R. Shea, P.E., President (956) 968-2194 Fax: (956) 968-8300 E-mail: _____ _____	/						/	/	
#16	Half Associates, Inc. 5000 W. Military, Suite 100 McAllen, Texas 78503 Attn: Joey P. Trevino, Planning and Business Development (956) 664-0286 Fax: (956) 664-0282 E-mail: jtrevino@half.com	/		/	/	/	/	/	/	
#17	Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering 323 West Cano, Suite 100 Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	/								
#18	Civil Systems Engineering, Inc. P. O. Box 572373 Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@civilsysteng.com Web: www.civilsysteng.com	/						/		

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: HIDALGO COUNTY ENGINEERING SERVICES	RFQ NO: 2006-360-11-08-VYG
--	-----------------------------------

RFQ ACCEPTANCE DATE: NOVEMBER 8, 2006	RFQ ACCEPTANCE TIME: 9:30 A.M.
--	---------------------------------------

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2007 through February 8, 2008

#	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanica l	Environ- mental	Electrical	Highway	Other
#19	Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	/								
#20	Spoor Engineering 202 So. 4 th Street McAllen, Texas 78501 Attn: Steve Spoor (956) 683-1000 Fax: (956) 683-1002 E-mail: spooreseng@abglobal.net	/								
#21	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi-mcallen.com Web: www.tesdi.com	/	/				/	/	/	/
#22	Ambiotec Group 5420 Paredes Line Road Brownsville, Texas 78526 (956) 548-9333 Fax: (956) 548-9399 E-mail: cmmarin@ambiotec.com	/					/			
#23	Quintanilla, Headley and Associates, Inc. 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	/							/	
#24	S&B Infrastructure, Ltd. 5408 North 10 th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vice- President (956) 926-5000 Fax: (956) 994-0427 E-mail: _____	/	/		/	/	/	/	/	/

AI-5521

18.C.1.

**Approval of Work Authorization No. 7 for Javier Hinojosa Engineering
CC REGULAR**

Date: 09/18/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 7 (with a estimated cost of \$80,000.00) for "Preparation of surveys and metes and bounds descriptions for the roadways within Stewart Palm Subd; Los Ninos Subd; Citrus Shadows Subd; Val Verde Acres and Val Verde Acres North" with Javier Hinojosa Engineering to provide engineer services to Hidalgo County Precinct No. 3.
C-07-077-03-27

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1200-431-00-260-001-0-711

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 9-13-07 \$680,078.00.

Attachments

Link: Work Authorization No. 7

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 06:33 AM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 03:01 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/13/2007 03:26 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Rocio Villarreal			Started On: 09/12/2007 02:33 PM	
Final Approval Date: 09/14/2007				

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-077-03-27
Work Authorization Form

WORK AUTHORIZATION NO. 7

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services** required for the preparation of surveys and metes and bounds descriptions for the roadways within **Stewart Palm Subdivision, Los Niños Subdivision, Citrus Shadows Subdivision, Val Verde Acres and Val Verde Acres North.**

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$80,000.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:

Account No. 7-1800-431-00-260-001-0-211

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or

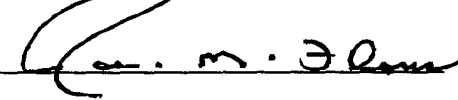
PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

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

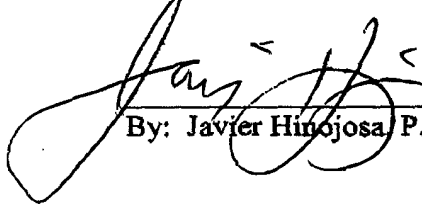
HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY: 

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2007.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING


By: Javier Hinojosa, P.E., Owner

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "D"
Hidalgo County Precinct No. 3
Work Authorization No. 7
Prepared By: Javier Hinojosa Engineering
August 23, 2007

- 1. Stewart Palm Subdivision : \$16,000.00
 - A. Preparation of Survey and Metes (20 Parcels)
- 2. Los Niños Subdivision : \$16,000.00
 - A. Preparation of Survey and Metes (20 Parcels)
- 3. Citrus Shadows Subdivision : \$16,000.00
 - A. Preparation of Survey and Metes (20 Parcels)
- 4. Val Verde Acres : \$16,000.00
 - A. Preparation of Survey and Metes (20 Parcels)
- 5. Val Verde Acres North : \$16,000.00
 - A. Preparation of Survey and Metes (20 Parcels)

TOTAL : \$80,000.00

plus title Reports \$ 35,000.⁰⁰
Total 115,000.⁰⁰

title Reports \$ 3500.⁰⁰

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

MEMORANDUM

To: Hidalgo County Precinct No. 3
Attn: Norma Ceballos
From: Javier Hinojosa, P.E. *JH*
Subject: Work Authorization No. 7
Date: August 23, 2007

Attached please find Work Authorization No. 7 for work requested by the Right of Way Department (Jaime Salinas). This Work Authorization is for preparing surveys and metes and bounds descriptions for R.O.W. Acquisitions within Stewart Palms Subdivision, Los Niños Subdivision, Citrus Shadows Subdivision, Val Verde Acres and Val Verde Acres North. Please process this Work Authorization at your earliest convenience. If you have any questions or require further information, please feel free to contact me at your convenience.

Funding - ROW - funds?

*Surveys 80,000.00 - (Surveys, metes & bounds)
fill reports 35,000.00 (fill reports)

\$ 115,000.00*

416 E. Dove Avenue

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

javhin@rgv.rr.com

AI-5546

18.C.2.

**CLAIM for Hinojosa Engineering
CC REGULAR**

Date: 09/18/2007

Submitted By: Priscilla Torres, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

A. Presentation by for discussion, consideration, acceptance and approval of claims/invoices with authority for auditor to issue payment for the items detailed in "Exhibit A" as attached hereto.

1. Precinct #3 for Hinojosa Engineering, Inc. in the amount of \$750.00 for professional services performed during the construction of the Multi Purpose Complex.

BACKGROUND

Vendor provided metes and bounds, and surveying of plat. This item was not covered under the contract. As per department, verbal authorization was given to vendor.

Fiscal Impact

FISCAL YEAR: 7

ACCT. #: 1203-431-00-123-005-0-

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available balance as of 09/14/2007 \$ 43,902.94

Attachments

Link: [Exhibit A](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 04:44 PM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 04:48 PM	APRV
3	Ana Galvan	Anna Galvan	09/14/2007 04:37 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Priscilla Torres			Started On: 09/12/2007 04:37 PM	
Final Approval Date: 09/14/2007				

HINOJOSA ENGINEERING, INC.

Structural Engineering – Civil Engineering
Land Surveying

108 WEST 18TH STREET MISSION, TEXAS 78572
(956)581-0143 OFFICE (956)581-2074 FAX

INVOICE # 04-266
September 06, 2007

CLIENT: The Honorable Joe Flores Commissioner Pct. 3 724 N. Breyfogle P.O. Box 607 Mission, Texas 78572 Attn.: Commissioner Joe Flores	PROJECT # 04-266 Project: 10 ft. Utility Easement for Multi Purpose Complex
---	--

FOR PROFESSIONAL SERVICES PERFORMED

SCOPE OF WORK: 1. Survey Plat
2. Metes and Bounds

SURVEYING COST BREAKDOWN

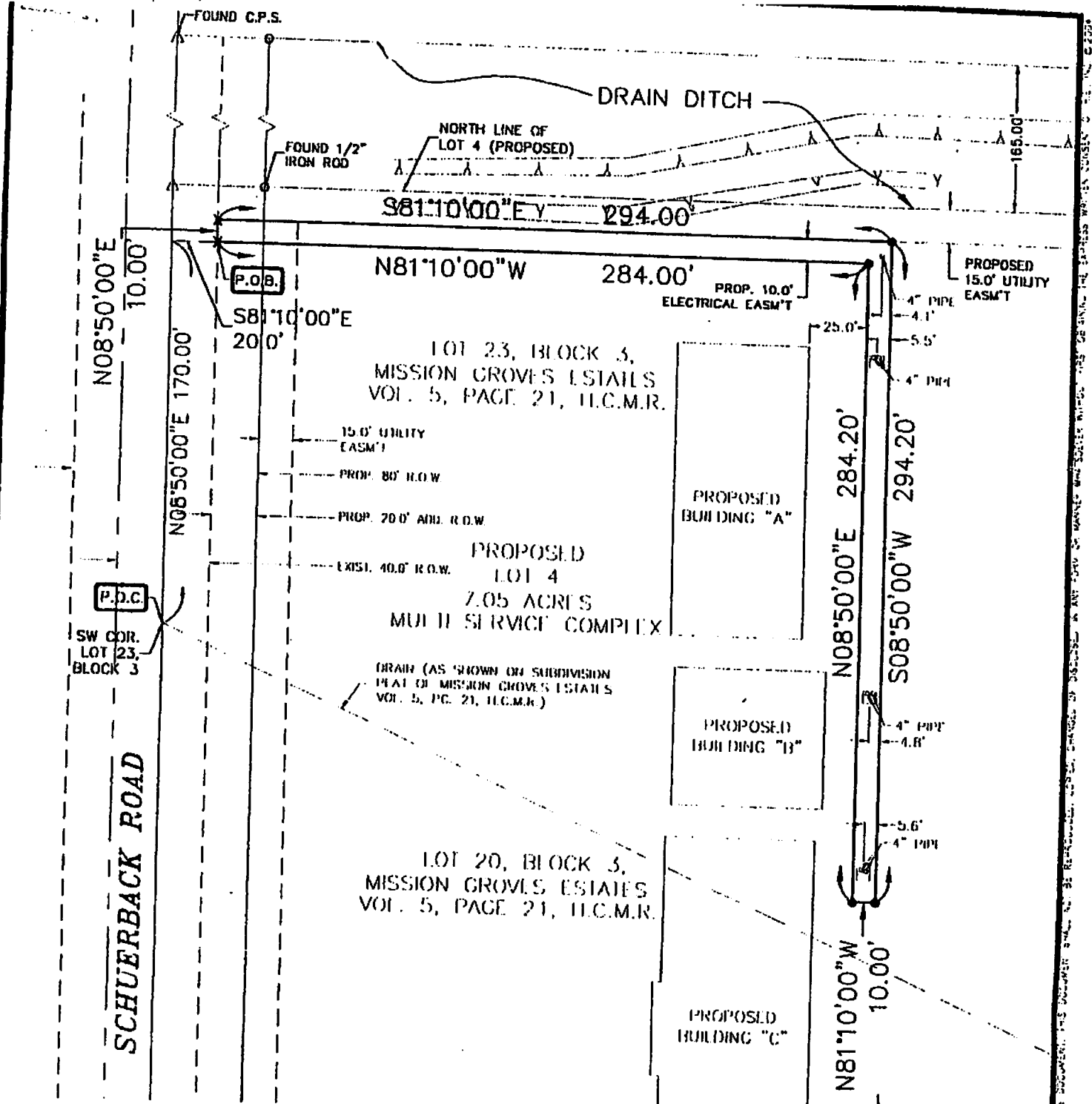
A. Surveying Fee	\$750.00
B. Total Due this Invoice	\$750.00

Please make check payable to **HINOJOSA ENGINEERING, INC.** in the amount of **\$750.00**

7-1203-431-00-123-005 - 0-711 ✓

720
102

As per
Becky @
Auditors



SURVEY PLAT

OF
 A 0.1327 ACRE TRACT OF LAND OUT
 OF LOT 23, BLOCK 3, MISSION
 GROVES ESTATES SUBDIVISION,
 VOL. 5, PG. 21, H.C.M.R.

- 1/2" IRON ROD SET
W/ CAP " RPLS 5303"
- X SET "X" ON CONCRETE

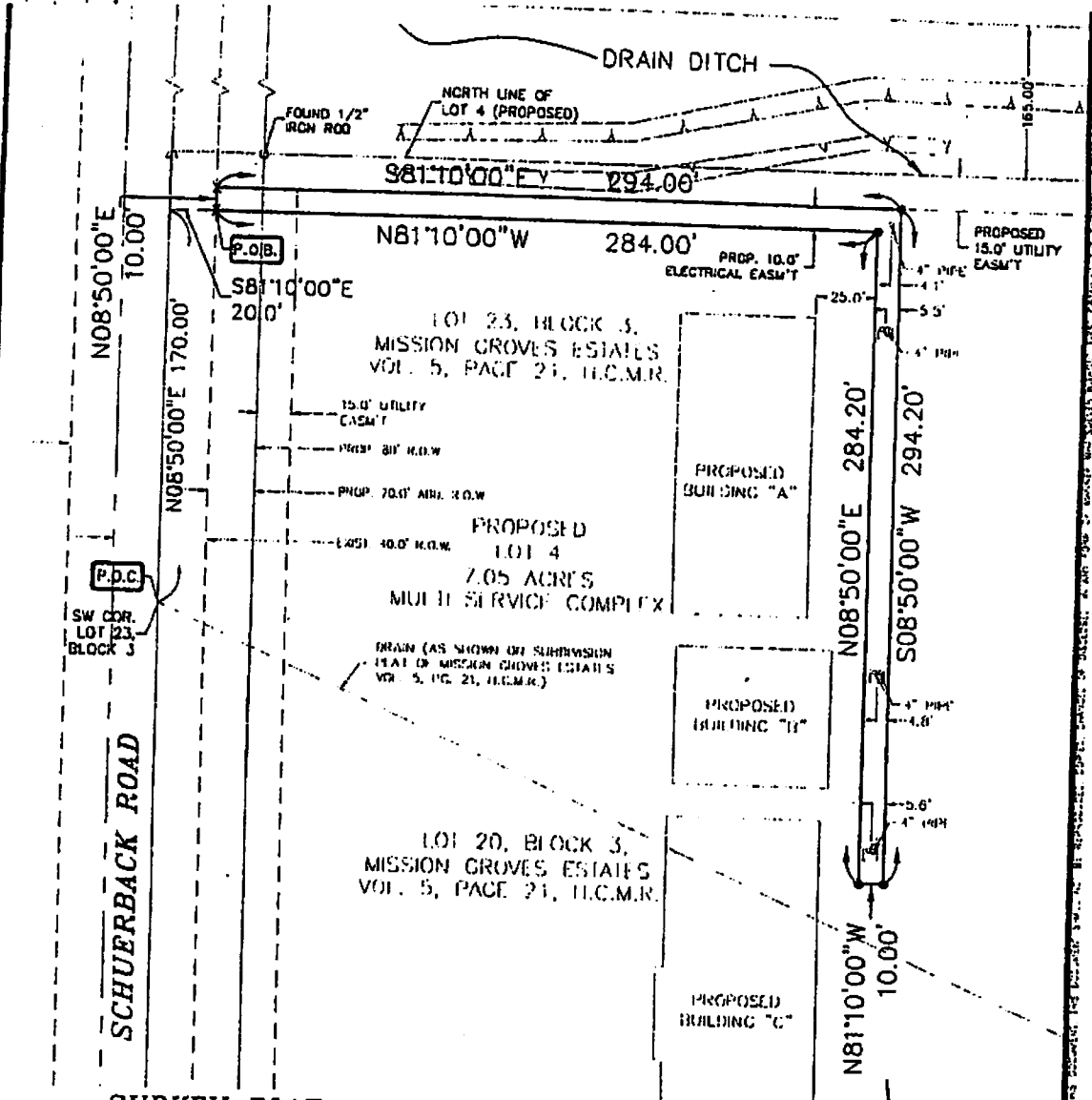
SCALE: 1" = 60'

THIS IS TO CERTIFY THAT I HAVE ON THIS DATE MADE A STANDARD LAND SURVEY ON THE GROUND UNDER MY SUPERVISION OF PROPERTY WHICH IS LOCATED IN HIDALGO COUNTY, TEXAS.

DESCRIPTION:
 0.1327 ACRE TRACT OF LAND, MORE OR LESS, OUT OF 30.30 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND ALSO BEING PART OR PORTION OF LOT 22 AND LOT 23 AND ALL OF LOTS 20 AND 21, BLOCK 3, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 15, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS.

NOTES:
 EASEMENTS AND RESERVATIONS AS MAY APPEAR UPON THE RECORDED MAP OF SAID SUBDIVISION RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS.
 SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR REGULATIONS OF THE CITY HOLDING EXTRA-TERRITORIAL JURISDICTION OF SAID PROPERTY.
 STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND FEES IN FORCE AT THE TIME OF THIS SURVEY.

THIS DOCUMENT IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.



SURVEY PLAT

OF
 A 0.1327 ACRE TRACT OF LAND OUT
 OF LOT 23, BLOCK 3, MISSION
 GROVES ESTATES SUBDIVISION,
 VOL. 6, PG. 21, H.C.M.R.

- 1/2" IRON ROD SET
 W/ CAP * RPLS 5303"
- X SET "X" ON CONCRETE

SCALE: 1"=60'

THIS IS TO CERTIFY THAT I HAVE ON THIS DATE MADE A STANDARD LAND SURVEY ON THE GROUND UNDER MY SUPERVISION OF PROPERTY WHICH IS LOCATED IN HIDALGO COUNTY, TEXAS.

DESCRIPTION:
 A 0.1327 ACRE TRACT OF LAND, MORE OR LESS, OUT OF 30.30 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND ALSO BEING PART OR PORTION OF LOT 22 AND LOT 23 AND ALL OF LOTS 20 AND 21, BLOCK 3, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 15, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS.

NOTES:
 EASEMENTS AND RESERVATIONS AS MAY APPEAR UPON THE RECORDED MAP OF SAID SUBDIVISION RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS.
 SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR REGULATIONS OF THE CITY HOLDING EXTRA-TERRITORIAL JURISDICTION OF SAID PROPERTY.
 STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 6.
 VISIBLE AND APPARENT EASEMENTS ON OR ACROSS SUBJECT PROPERTY.

BY GRAPHICAL PLOTTING THIS PROPERTY FALLS IN FLOOD ZONE "C". AREAS OF MINIMAL FLOODING, AS PER FIRM MAP:
 COMMUNITY-PANEL NUMBER : 480334 0400 G; MAP REVISED: NOVEMBER 16, 1982.

BASIS OF BEARING: (N 08°50'00"E) THE NORTHWEST CORNER OF LOT 19, BLOCK 3, REFERENCE BY A 1/2" IRON ROD FOUND 20.00 FEET EAST OF SAID LOT 19, AND A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 23, BLOCK 2, MISSION GROVES ESTATES SUBDIVISION.
 SEE METES AND BOUNDS DATED 9-01-04.

JOB NO. 04-288 DRAWN BY: M.S. SURVEY DATE: 09-01-04



**HINOJOSA
 ENGINEERING, INC.**
 STRUCTURAL ENGINEERING
 CIVIL ENGINEERING-LAND SURVEYING
 108 W. 18TH ST. MISSION, TEXAS
 (858) 581-0143 FAX: (956) 581-2074
 E-MAIL: HinojosaEng@aol.com

Jose Rodriguez 9-1-04
 JORGE RODRIGUEZ, R.P.L.S. NO. 5303

THIS DOCUMENT IS THE PROPERTY OF HINOJOSA ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HINOJOSA ENGINEERING, INC.



METES AND BOUNDS DESCRIPTION

Being a 0.1327 acre tract of land, more or less, out of 30.30 acres of land situated in Hidalgo County, Texas, and also being part or portion of Lot 22 and Lot 23 and all of Lots 20 and 21, Block 3, Mission Groves Estates Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 5, Page 21, Map Records, Hidalgo County, Texas. Said 30.30 described in Warranty Deed dated August 20, 1991, from First State Bank and Trust Company of Mission, Texas, to the COUNTY OF HIDALGO recorded in Volume 3124, Page 389, Official Records, Hidalgo County, Texas. Said 0.1327 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING, for reference at the Southwest corner of Lot 23, THENCE N 8° 50' 00"E along the West line of Lot 23, a distance of 170.00 feet, THENCE, S 81° 10' 00" E, parallel to the north line of Lot 23, a distance of 20.00 feet to an "x" mark set on concrete, on the existing East right-of-way line of Schuerbach Road, for the POINT OF BEGINNING, and the Southwest corner hereof;

THENCE, N 08° 50' 00" E, parallel to the West line of Lot 23, and the Existing East right-of-way line of Schuerbach Road, a distance of 10.00 feet, to an "x" mark set on concrete for the Northwest corner of this tract;

THENCE, S 81° 10' 00" E, parallel to the north line of Lot 23, a distance of 294.00 feet to a ½ inch iron rod set with cap "RPLS 5303" for the northeast corner of this tract;

THENCE, S 08° 50' 00" W, parallel to the West line of said Lot 23, a distance of 294.20 feet to a ½ inch iron rod set with cap "RPLS 5303", for the southeast corner of this tract;

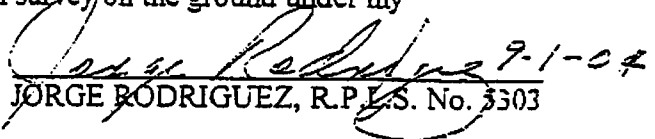
THENCE, N 81° 10' 00" W, parallel to the north line of Lot 23, a distance of 10.00 feet to a ½ inch iron rod set with cap "RPLS 5303" for the southwest corner of this tract;

THENCE, N 08° 50' 00" E, parallel to the West line of Lot 23, a distance of 284.20 feet, to a ½ inch iron rod set with cap "RPLS 5303", for an inside corner of this tract;

THENCE, N 81° 10' 00" W, parallel to the north line of Lot 23, a distance of 284.00 feet an "x" mark set on concrete, on the existing East Right-of-Way line of Schuerbach Road, for the POINT OF BEGINNING, for a corner of this tract;

Basis of bearing (N 08° 50' 00" E), the northwest corner of Lot 19, Block 3, reference by a ½ inch iron rod found 20.00 feet east of said lot 19, and a ½" iron rod found at the northwest corner of Lot 23, Block 2, Mission Groves Estates Subdivision.

The above description was done from an actual survey on the ground under my supervision on September 1, 2004.


JORGE RODRIGUEZ, R.P.L.S. No. 5303

AI-5501

18.D.1.

Approval of execution of AIA Document A101 with CRC Design Consultants.

CC REGULAR

Date: 09/18/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Approval to execute AIA Document A101 awarded by CC on 07/24/07 for the "Construction of New Offices for Hidalgo County's Pct 4," and to authorize project architect, VA Architecture, to issue and forward "Notice to Proceed" to contractor, CRC Design Consultants.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1301-419-40-124-034-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 9-13-07 \$720,281.19.

Attachments

Link: [Recommendation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 06:27 AM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 02:54 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/13/2007 03:08 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Rocio Villarreal			Started On: 09/12/2007 11:23 AM	
Final Approval Date: 09/14/2007				

V·A Architecture

September 12, 2007

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Closner
Edinburg, Texas 78539

RE: Construction of New Offices for Hidalgo County Pct. 4
Edinburg, Texas

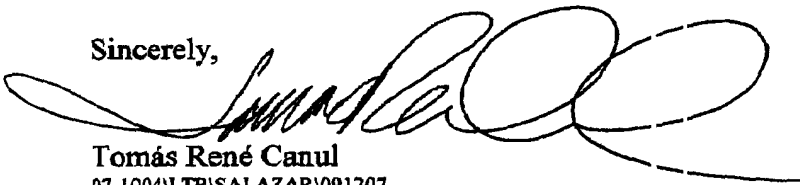
Ms. Salazar:

We respectfully request that you place an item on the agenda for Commissioners' Court on Tuesday, September 18, 2007 for the approval of the construction contract between Hidalgo County and CRC Design Consultants for the above referenced project.

Please note we have forwarded the contract and all supporting documentation to Steve Crain for his review.

Should you have any questions, please phone our office.

Sincerely,



Tomás René Canul
07-1004\LTR\SALAZAR\091207

cc: Commissioner Oscar Garza, Precinct No. 4

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

V·A Architecture

FAX TRANSMISSION COVER SHEET

DATE: September 12, 2007 **TIME:** 9:00 am
TO: Martha L. Salazar **FAX #:** 318-2629
FROM: Tommy Canul
FIRM: Hidalgo County Purchasing Dept. **V·A JOB #:** 07-1002
PROJECT: Construction of New Offices for Hidalgo County Pct. 4
Edinburg, Texas

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

Cc: Commissioner Oscar L. Garza 381-5905

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax

AI-5518
Video Server
CC REGULAR

18.E.1.

Date: 09/18/2007
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer equipment and peripherals from state awarded vendor through our membership/participation with Texas Facilities Commission's Cooperative Purchasing Program:
Department of Information Resource
DELL MARKETING L. P. - DIR-SDD-192
Requisition # 117437 in the total amount of \$7,793.44

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 71100415002000020745
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Attachments

Link: [Processor Video Server](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 06:32 AM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 04:41 PM	APRV
3	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Matilde Faz Started On: 09/12/2007 02:27 PM

Final Approval Date: 09/14/2007

Requisition

Req # 00117437

PO #

Date: 09/05/07

*Regular
#5518
9/18/07*

Bill To: x
x

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

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

Contact: RUBEN
956-292-7010

Contract No: DIR-SDD-192

Special Instructions:
050907-01

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	IT DEPT, QUOTE# 382092297 DO NOT DUPLICATE ORDER QUAD CORE XEON PROCESSOR VIDEO SERVER (222-7341) Account No 7-1100-415-00-200-002-0-745 <i># 47488</i> REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	7,793.44 <u>Encumbrance</u> 7,793.44 Freight Total	7,793.44 .00 7,793.44

*Regular
Ruben
Den*

Authorized By: _____

DELL

*Video
SERVER*

QUOTATION

QUOTE #: 382092297
Customer #: 2442425
Contract #: 9913578
Customer Agreement #: DIR-SDD-192
Quote Date: 8/21/07
Customer Name: HIDALGO COUNTY



OBJCODE: 745

Date: 8/21/07 2:36:17 PM

TOTAL QUOTE AMOUNT:	\$7,793.44		
Product Subtotal:	\$7,793.44		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

*8/24/07
wait to
send
pdf*

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$7,793.44	GROUP TOTAL: \$7,793.44
Base Unit:	Quad Core Xeon Processor E5345 2x4MB Cache, 2 3.3GHz, 1333MHz FSB, PE2950 (222-7341)		
Processor:	Information, No Second Processor (311-1193)		
Memory:	16GB 667MHz (4x4GB), Dual Ranked DIMMs (3 1-4326)		
Keyboard:	No Keyboard Selected (310-5017)		
Video Card:	Broadcom TCP/IP Offload Engine Not Enabled (430-1765)		
Video Memory:	Riser with 2 PCI-X Slots (3 Volts) and 1 PCIe Slot for PowerEdge 2950 (320-4608)		
Hard Drive:	73GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-Inch HotPlug Hard Drive (341-3029)		
Hard Drive Controller:	PERC 5/i, x8 Backplane Integrated Controller Card (341-3066)		
Floppy Disk Drive:	No Floppy Drive for x8 Backplane (341-3685)		
Operating System:	Windows Server 2003 R2 Standard x64 Edition with SP2 Includes 5 CALs (420-7122)		
Mouse:	Mouse Option None (310-0024)		
NIC:	Embedded Broadcom NetXtreme i15708 Gigabit Ethernet NIC (430-1764)		
Modem:	Dell Remote Access Card, 5th Generation for PowerEdge Remote Management (313-3923)		
CD-ROM or DVD-ROM Drive:	24X IDE CD-RW/DVD ROM Drive for PowerEdge 2950 (313-3934)		
Sound Card:	Bezel for PE 2950 (313-3920)		
Speakers:	1x6 Backplane for 3.5-Inch Hard Drives (311-5747)		
Documentation Diskette:	Electronic Documentation and OpenManage CD Kit, PE2950 (310-7415)		
Additional Storage Products:	73GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-Inch HotPlug Hard Drive (341-3029)		
Feature:	Integrated SAS/SATA RAID 1/RAID 5 (341-3064)		
Feature:	Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal (310-7412)		
Service:	Premier Enterprise Support Service Gold Welcome Letter (310-3789)		
Service:	GOLD Enterprise Support: 4 Hour 7x24 Onsite Service with Emergency Dispatch, 2 YR Ext (980-8322)		
Service:	GOLD Enterprise Support: 7x24 Escalation Manager, Hw/Sw Tech Phone Support, Enterprise Command Center, 3Yr (980-9572)		
Service:	GOLD Enterprise Support: 4 Hour 7x24 Onsite Service with Emergency Dispatch, Init YR (970-4190)		
Service:	Dell Hardware Warranty Plus Onsite Service Init YR (984-1399)		
Service:	Dell Hardware Warranty, Extended YR (984-1417)		
Installation:	On-Site Installation Declined (900-9997)		
Misc:	Redundant Power Supply with Y-Cord for PowerEdge 2950 (310-7421)		
Misc:	300GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-Inch HotPlug Hard Drive (341-3032)		

*Till
further
notice
as per
Caldos
G.*

Misc:	300GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-In Hot Plug HardDrive (341-3032)
Misc:	300GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-In Hot Plug HardDrive (341-3032)
Misc:	300GB 10K RPM Serial-Attach SCSI 3Gbps 3.5-In Hot Plug HardDrive (341-3032)

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-5523

18.F.1.

**Work Authorization No. 1 for Javier Hinojosa Engineering
CC REGULAR**

Date: 09/18/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing
Department

Purchasing only: Health & Human Services
Dept.

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 1 (with an estimated cost of \$22,848.00) for "Design of the Parking and Drainage Improvements" with Javier Hinojosa Engineering to provide engineer services to Hidalgo County Health Department Facility . C-05-271-09-06

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1334-441-00-340-022-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$352,540.00 as of 9/13/07.

Attachments

Link: Work
Authorization No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 06:33 AM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 03:12 PM	APRV
3	Dale Kennan	Dale Kennan	09/13/2007 04:13 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Rocio Villarreal			Started On: 09/12/2007 02:48 PM	
Final Approval Date: 09/14/2007				

EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. 1
Contract # C-05-271-09-06

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services for design of the Parking and Drainage Improvements for the Hidalgo County Health Department Facility including services for preparation of plans and specifications, assisting with the bid process, construction staking and periodic inspections.

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

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

PART 2. Cost. The cost for services under this Work Authorization No. 1 is **\$22,848.00**. This amount is based upon the costs outlined in the **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization No. 1 shall be made in accordance with Article 5, 6 and 7 of the **Agreement** and shall be paid in the lump sum of _____ or percentage of total construction in the sum of _____.

PART 4. Funding. This Work Authorization No. 1 shall be funded through _____ funding source: Account No. _____.

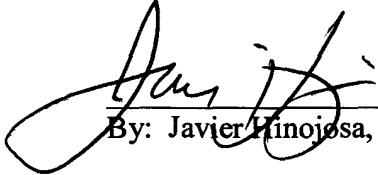
PART 5. Responsibilities and Obligations. This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgment. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2007.

Work Authorization No. 1

**THE ENGINEER:
JAVIER HINOJOSA ENGINEERING**

**THE OWNER:
HIDALGO COUNTY**


By: Javier Hinojosa, P.E, Owner

By:

Approved on Commissioner's Court _____

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

By:

LIST OF ATTACHMENTS

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

EXHIBIT "D"
Preliminary Cost Estimate
Hidalgo County Health Department
Parking Lot Improvements
Prepared By: Javier Hinojosa Engineering
August 30, 2007

Parking Lot Improvements for Hidalgo County Health Dept.

1. Unc. Excavation	5,200	CY	@	\$1.50	=	\$7,800.00
2. 8" Flexible Base	11,450	SY	@	\$4.80	=	\$54,960.00
3. 1 1/2" HMAc	10,650	SY	@	\$5.20	=	\$55,380.00
4. 6" Curb & Gutter (18")	3,700	LF	@	\$8.75	=	\$32,375.00
5. Break Exist. Curb & Replace w 72" Valley Gutter	170	LF	@	\$45.00	=	\$7,650.00
6. 6" Reinforced Concrete Aprons	250	SY	@	\$54.00	=	\$13,500.00
7. 36" Valley Gutter	90	LF	@	\$25.00	=	\$2,250.00
8. 4" PVC Conduit	1,000	LF	@	\$8.00	=	\$8,000.00
9. 18" RC Pipe	1,080	LF	@	\$42.00	=	\$45,360.00
10. Trench Protection	1,080	LF	@	\$5.00	=	\$5,400.00
11. Curb Inlet	6	EA	@	\$2,200.00	=	\$13,200.00
12. Grate Inlets	9	EA	@	\$2,800.00	=	\$25,200.00
13. Wheel Chair Ramps	3	EA	@	\$800.00	=	\$2,400.00
14. Remove & Replace 4' Wide Sidewalk	40	LF	@	\$20.00	=	\$800.00
15. Parking Stall Striping	5,200	LF	@	\$0.50	=	\$2,600.00
16. Handicap Assembly Striping	5	EA	@	\$85.00	=	\$425.00
17. Tie To Exist. Curb Inlet	1	EA	@	\$200.00	=	\$200.00
18. Tie To Exist. Drain Manhole	1	EA	@	\$1,800.00	=	\$1,800.00
19. Tie To Exist. 18" Drain Line w/ Manhole	1	EA	@	\$2,800.00	=	\$2,800.00
20. Silt Fencing	1,000	LF	@	\$3.50	=	\$3,500.00
				Subtotal	:	\$285,600.00
				Engineering Fee	:	\$22,848.00
				Total	:	\$308,448.00

AI-5470
standing item
CC REGULAR

18.G.1.

Date: 09/18/2007

Submitted By: Nilda 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 (Originator)	Marty Salazar	09/12/2007 12:21 PM	APRV
2	Budget & Management	Dina Trevino	09/12/2007 01:42 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/12/2007 02:11 PM	APRV
4	Auditor's Office	Becky Morales	09/14/2007 09:37 AM	APRV
5	Court Administrator	Monica Badillo	09/14/2007 10:30 AM	APRV

Form Started By: Nilda Cavazos

Started On: 09/10/2007 02:52 PM

Final Approval Date: 09/14/2007

AI-5503
BCAP PRECINCT NO 1
CC REGULAR

18.H.1.

Date: 09/18/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.1

Information

CAPTION

Requesting approval of Certificate of Construction Completion submitted by project engineer TEDSI Infrastructure Group reflecting the completion date of August 20, 2007 for La Blanca Heights Subdivision with contractor Sascon Inc. C-CAP-07-017-05-01.

BACKGROUND

Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No 2 (Release of Retainage) in the amount of \$6,715.15, from Sascon Inc., contracted vendor for Road & Drainage Construction of La Blanca Heights Subdivision submitted by project engineer TedsI Infrastructure Group.
C-CAP-07-017-05-01. **PREVIOUSLY APPROVED IN COMMISSIONER'S COURT ON 9/4/07**

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-121-368-0-733/734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Request for Application for Payment No 2 (Release of Retainage) in the amount of \$6,715.15 was approved in CC on 9/4/07.

Available Balance in PO #589117 in object code 733 \$17,485.07 as of 9-12-07

Available Balance in PO #589117 in object code 734 \$49,666.43 as of 9-12-07

Attachments

Link: [certificate](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/12/2007 12:25 PM	APRV
2	Budget & Management	Dina Trevino	09/12/2007 01:29 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/12/2007 02:35 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Laura Moya
Started On: 09/12/2007 11:26 AM

Final Approval Date: 09/14/2007

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 20 DAY AUGUST 2007, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: 8-20-07

OWNER: Hidalgo County Precinct #1

CONSTRUCTION CONTRACTOR: SASCON INC. OF THE CITY OF McALLEN STATE OF TEXAS.

PROJECT DESCRIPTION

CONSTRUCTION OF Border Colonia Access Project


CONTRACT #: C-CAP-07-017-05-01

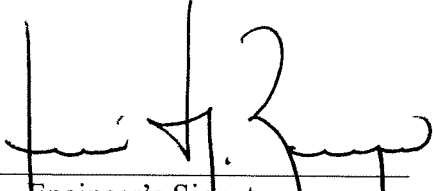
Located in or near the City/Pct. of Hidalgo County Precinct #1

THIS IS TO VERIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: NONE
2. That the sum of (\$0), deducted from final payment of the Sascon Inc., is a fair and equitable settlement for the forgoing except work.
3. That Sascon Inc., has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That Sascon Inc., has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.
5. Amount of Original Contract: \$60,162.00
Present Amount of Contract: \$67,151.50
Less: previous payments: \$60,436.35
Balance: \$6,715.15
Authorized deductions \$0.0
AMOUNT OF FINAL PAYMENT: \$6,715.15
6. That the final payment in the amount of (\$6,715.15) is now due and payable.


CONCURRED BY:
SASCON INC.

BY: 
H.A. Skloss, President

BY:  P.E.
Engineer's Signature
TEDSI Infrastructure Group

OWNER:

BY: _____
Juan D. Salinas III
Hidalgo County Judge

RECEIVED SEP 10 2007


AI-5562
BCAP PRECINCT NO 3
CC REGULAR

18.I.1.

Date: 09/18/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Information

CAPTION

Requesting authority to advertise for B.C.A.P. Projects ROUND II (Project Engineer-Hinojosa Engineering Inc.) for Road & Drainage Construction of the following subdivisions:

Chula Vista Acres
Walton
Resubdivision of Jimenez Plat
Ezequiel Acevedo Jr. No 2
Jessan
Barney Groves
Amberland

BACKGROUND

Fiscal Impact

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
CHULA VISTA ACRES SUBD

ACCT. #: 7-1311-431-00-123-152-0-733/734
MATCHING FUNDS Y/N?:

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
WALTON SUBD

ACCT. #: 7-1311-431-00-123-837-0-733/734
MATCHING FUNDS Y/N?:

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:
RESUBDIVISION OF JIMENEZ PLAT

ACCT. #: 7-1311-431-00-123-911-0-733/734
MATCHING FUNDS Y/N?:

FISCAL YEAR:
ACCT. #: 7-1311-431-00-123-267-0-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

EZEQUIEL ACEVEDO JR. SUBD NO 2

FISCAL YEAR:

ACCT. #: 7-1311-431-00-123-350-0-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

JESSAN SUBD

FISCAL YEAR:

ACCT. #: 7-1311-431-00-123-072-0-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

BARNEY GROVES SUBD

FISCAL YEAR:

ACCT. #: 7-1311-431-00-123-042-0-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

AMBERLAND SUBD

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For funding availability please see attached 2007 Expense Report (dated 9/13/07).

Attachments

Link: [MEMO](#)

Link: [2007 Exp Rpt
\(Various Projects\) Obj
733 & 734 9/13/07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 10:44 AM	APRV
2	Budget & Management	Dina Trevino	09/13/2007 04:04 PM	APRV
3	Dale Kennan	Dale Kennan	09/13/2007 04:29 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Laura Moya			Started On: 09/13/2007 09:21 AM	
Final Approval Date: 09/14/2007				



Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
ATTN: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Jose M. Flores, Hidalgo County Precinct 3
Rosanna Schettino, HCCAP Auditor
Norma Ceballos, Executive Assistant Precinct 3
Mona Parras, Chief Administrator Precinct 3
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director (*signature on file*)

DATE: 12 September 2007

Subject: Approval to Advertise Various Precinct 3 Round II Colonias Projects

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 18th September 2007.

Precinct 3 is requesting approval to advertise the following Round II Colonias projects 3:

Chula Vista Acres Subdivision	7-1311-431-00-123-152-0-733 & 734
Walton Subdivision	7-1311-431-00-123-837-0-733 & 734
Resubdivision of Jimenez Plat Subdivision	7-1311-431-00-123-911-0-733 & 734
Ezequiel Acevedo Jr. Subdivision No. 2	7-1311-431-00-123-267-0-733 & 734
Jessan Subdivision	7-1311-431-00-123-350-0-733 & 734
Barney Groves Subdivision	7-1311-431-00-123-072-0-733 & 734
Amberland Subdivision	7-1311-431-00-123-042-0-733 & 734

The project engineer for these projects is Hinojosa Engineering, Inc.

If you have any questions, please advice.

Thanks,

memo to purchasing req auth to adv various colonias sep07

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1311 BORDER COLONIA ACCESS PROGRAM ROUND II						
7-1311-431-00-123-042-0-733 AMBER LAND S/D-DRAINAGE DITCHES	14,509.78	.00	.00	.00	14,509.78	.00
7-1311-431-00-123-042-0-734 AMBER LAND S/D-SUBDIVISION STREETS	54,584.42	.00	.00	.00	54,584.42	.00
7-1311-431-00-123-072-0-733 BARNEY GROVES S/D-DRAINAGE DITCHES	14,981.55	.00	.00	.00	14,981.55	.00
7-1311-431-00-123-072-0-734 BARNEY GROVES S/D-SUBDIVISION STREETS	30,417.09	.00	.00	.00	30,417.09	.00
7-1311-431-00-123-152-1-733 CHULA VISTA ACRES-DRAINAGE DITCHES	43,336.40	.00	.00	.00	43,336.40	.00
7-1311-431-00-123-152-1-734 CHULA VISTA ACRES-SUBDIVISION STREETS	73,789.00	.00	.00	.00	73,789.00	.00
7-1311-431-00-123-267-1-733 EZEQUIEL ACEVEDO JR S/D#2-DRAINAGE DITCH	35,020.34	.00	.00	.00	35,020.34	.00
7-1311-431-00-123-267-1-734 EZEQUIEL ACEVEDO JR S/D#2-SUBDIVISION ST	62,258.38	.00	.00	.00	62,258.38	.00
7-1311-431-00-123-350-0-733 JESSAN S/D-DRAINAGE DITCHES	9,412.20	.00	.00	.00	9,412.20	.00
7-1311-431-00-123-350-0-734 JESSAN S/D-SUBDIVISION STREETS	21,961.80	.00	.00	.00	21,961.80	.00
7-1311-431-00-123-837-0-733 WALTON S/D-DRAINAGE DITCHES	9,565.65	.00	.00	.00	9,565.65	.00
7-1311-431-00-123-837-0-734 WALTON S/D-SUBDIVISION STREETS	50,219.67	.00	.00	.00	50,219.67	.00
7-1311-431-00-123-911-0-733 RESUB PLAT JIMENEZ S/D-DRAINAGE DITCHES	22,891.68	.00	.00	.00	22,891.68	.00
7-1311-431-00-123-911-0-734 RESUB PLAT JIMENEZ S/D-SUBDIVISION STREE	40,696.32	.00	.00	.00	40,696.32	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II	483,644.28	.00	.00	.00	483,644.28	.00
7 YEAR	483,644.28	.00	.00	.00	483,644.28	.00

AI-5498
BCAP PRECINCT NO 4
CC REGULAR

18.J.1.

Date: 09/18/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.4

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Request for Application for Payment No 1 in the amount of \$94,678.65, from Sascon Inc., contracted vendor for Bar VI Subdivision submitted by project engineer J.E. Saenz & Associates. CAP-07-018-04-18.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-124-070-0-733 & 734

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 587699 has \$41,491.25 available in object 733 and \$112,180.03 available in object 734 as of 9/12/07.

FISCAL YEAR: **ACCT. #:** 7-1204-431-00-124-070-0-733 & 734

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 587699 has \$27,382.75 available in object 733 and \$18,608.47 available in object 734 as of 9/12/07.

Attachments

Link: [MEMO](#)

Link: [PYMT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/12/2007 12:22 PM	APRV
2	Budget & Management	Dina Trevino	09/12/2007 01:27 PM	APRV
3	Dale Kennan	Dale Kennan	09/13/2007 07:41 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Laura Moya
Started On: 09/12/2007 10:08 AM

Final Approval Date: 09/14/2007




Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Oscar L. Garza, Hidalgo County Precinct 4
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 10 September 2007

Subject: Application for Payment No.1 – Bar VI Subdivision CSJ: 2C1080070

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 18th September 2007

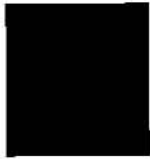
Precinct 4 is requesting approval of Application for Payment No.1 on the above mentioned Round II CAP Project in the amount of \$94,678.65. The contractor is Sascon, Inc. The project is carried by J.E. Saenz and Associates.

Account Number: 7-1311-431-00-124-070-0-733 & 734

If you have any questions, please advice.

Thanks,

memo purchasing req agenda item appl for paymt 1 bar VI sep07



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

September 6, 2007

Agapito Vargas
HCCAP Director
Hidalgo County Precinct #2
301 E. State
Pharr, Texas 78577

Re: Hidalgo County Border Colonia Access Program
Round 2 Bar VI

Mr. Vargas,

Please find attached, Sascon Inc., Invoice No. 1 (One) for work completed on the above-mentioned project. This invoice reflects work done up to August 28, 2007 for Hidalgo County. We have checked the quantities and the amount invoiced and found everything to be correct. Please accept our recommendation that this invoice in the amount of \$94,678.65 be paid as submitted.

We are available to answer any questions regarding this matter.

Thank You,

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

AV/av

w/ attachment

Cc: Commissioner Oscar L. Garza, Jr.

F:\JESAENZI\ENGPROJ\SI\Eng2004\ENG 04 033\Misc. Documents\Invoice\Invoice #1 Bar VI.doc

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

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

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County Precint #4 (OWNER)
 From: Sacson. Inc. (CONTRACTOR)
 Contract: C-CAP-07-001-02-07, CSJ-2G1080-070
 Project: BORDER COLONIA ACCESS PROJECT - Bar VI
 OWNER's Contract No. C-CAP-07-001-02-07, (ENGINEER's Project No ENG 04 033
 For Work accomplished through the date of: 8/29/2007

1. Original Contract Price:		\$ 199,662.50
2. Net change by Change Orders and Written Agreements (+ or -):		\$ -
3. Current Contract Price (1 plus 2):		\$ 199,662.50
4. Total completed and stored to date		\$ 105,198.50
5. Retainage (per Agreement):		
<u>10</u> % of completed Work:	\$ 10,519.85	
% of stored material	\$ -	
Total Retainage		\$ 10,519.85
6. Total completed and stored to date less retainage (4 minus 5):		\$ 94,678.65
7. Less previous Application for Payments:		\$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ 94,678.65

Accompanying Documentation

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 2 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 9-7-07 S SACSON Inc.
 CONTRACTOR

By: [Signature]

State of _____
 County of _____
 Subscribed and sworn to before me this _____
 day of _____

Notary Public
 My Commission expires _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated 9/6/07 [Signature], JE Saenz & Assoc.
 ENGINEER

By: Samuel Maldonado

Estimate Quantity Update Worksheet

Date 29 Aug 07

Colonias Bar VI
 Roadway Bar VI
 Contract No. 2C1080-785
 County Hidalgo
 Est. No.

Contractor Gascon Inc.
 Contract Price \$199,662.50
 Work Done This Mo % Complete

Date Began 1-Aug-07
 Contract Time
 Time Charged % Time Used

Work Type: Paving and Drainage
 Limits From To.

ITEM NO	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901) ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
100	PREP ROW	Sta.	27.87	\$500.00	\$13,935.00	28	28	\$13,935.00		0	\$0.00		0	\$0.00
110	BACKFILL (TY A)	Sft		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
152	6" ROAD GRADER WORK (DENS CONT SUBGRADE	TON	2087	\$2.00	\$5,217.50	2087	2087	\$5,217.50		0	\$0.00		0	\$0.00
247	FLEX BASE (RDWY DELXTY D GR 6 CL 4)	C Y	1344	\$19.00	\$25,536.00	1344	1344	\$25,536.00		0	\$0.00		0	\$0.00
247	FLEX BASE CALICHE	SY	2007	\$8.00	\$12,042.00	2007	2007.000	\$12,042.00		0	\$0.00		0	\$0.00
280	LIME (TY A SLURRY) OR (TY B)	TON		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
280	LIME TREAT SUBGR (DC)(12")	SY		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
282	LIME (TY A SLURRY) OR (TY B)	TON		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
282	LIME TRT FOR BS CRS (NEWEXT BS YOC)(H)	TON		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
282	LIME TRT FOR BS CRS (NEWEXT BS YOC)(H)	TON	47	\$140.00	\$6,580.00	47	47.000	\$6,580.00		0	\$0.00		0	\$0.00
275	CEMENT FOR SUBGRADE (ROAD MIXED)	TON	44	\$130.00	\$5,720.00	0	0	\$0.00		0	\$0.00		0	\$0.00
310	ASPH MATRL (VC 30)	GAL	1364	\$3.00	\$4,092.00	0	0	\$0.00		0	\$0.00		0	\$0.00
340	1 1/2" ASPH CONC TY D	S Y	8014	\$7.00	\$47,698.00	0	0	\$0.00		0	\$0.00		0	\$0.00
500	MOBILIZATION	L S		\$3,000.00	\$3,000.00	1.00	1.0	\$3,000.00		0	\$0.00		0	\$0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	3	\$1,400.00	\$4,200.00	1.00	1.0	\$1,400.00		0	\$0.00		0	\$0.00
520	CONC CURB AND GUTTER (TY A)(INSTALL)	L F		\$4.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
524	CONC CURB AND GUTTER (TY A)(REMOVE)	L F		\$3.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
530	TURNOUTS (ASPH CONC PAV)	EA	2	\$800.00	\$1,200.00	2	2.000	\$1,200.00		0	\$0.00		0	\$0.00
530	DRIVEWAYS (ASPH CONC PAV)	SY	1809	\$18.00	\$32,562.00	0	0	\$0.00		0	\$0.00		0	\$0.00
644	SMALL RDSB SGN ASSM (TY A)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
644	SMALL RDSB SGN ASSM (TY F)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
658	DELSM TY A(D SY)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
686	REFL PAV MRK TY I(Y)(S/D)(4")	L F		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
686	REFL PAV MRK TY I(Y)(BRK)(4")	L F		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
672	RAIS PAV MRKR CL B (REFLTY II-A A)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
3148	HOT MIX (TY D)	TON		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
5248	TEMP SEDMT CONT FENCE (INSTALL)	L F	302	\$3.00	\$1,176.00	0	0	\$0.00		0	\$0.00		0	\$0.00
5249	TEMP SEDMT CONT FENCE (REMOVE)	L F	302	\$1.00	\$302.00	0	0	\$0.00		0	\$0.00		0	\$0.00
(906) DRAINAGE														
402	TRENCH EXCAVATION PROTECTION	L F		\$3.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(15")	L F	1344	\$24.00	\$32,256.00	1344	1344	\$32,256.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(18")	L F	144	\$28.00	\$4,032.00	144	144	\$4,032.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(18") REMOVE	L F		\$10.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
464	RC PIPE (CL III)(24")	L F		\$48.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
466	INLET (COMPLXTY A) INSTAL	EA		\$2,200.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
466	INLET (COMPLXTY A) REMOVE	EA		\$800.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
466	INLET (COMPLXTY C)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
466	MANH (COMPLXTY M)	EA		\$2,900.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
466	INLET EXT	EA		\$3.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00
407	SET (TY II)(RCP)(18)	EA	6	\$4.00	\$24.00	0	0	\$0.00		0	\$0.00		0	\$0.00
407	SET (TY II)(24)(RCP)(18)	EA		\$0.00	\$0.00	0	0	\$0.00		0	\$0.00		0	\$0.00

Monthly Totals	\$105,108.50	\$0.00	\$0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905)	\$68,010.50	\$0.00	\$0.00
Drainage (906)	\$36,298.00	\$0.00	\$0.00

Total to Date
 Roadway (905) \$68,010.50
 Drainage (906) \$36,298.00
 Total \$105,108.50

Prepared and Checked By:

Signature,
 Printed Name

[Handwritten Signature]

Date 9/6/07

AI-5483

18.K.1.

**Shoretel Telephones Equipment Purchase
CC REGULAR**

Date: 09/18/2007

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Adult Probation

Information

CAPTION

Requesting authority to purchase Telephone System from State Awarded vendor through our membership/participation with Texas Facilities Commission (TFC) Cooperative Program:

Department Of Information Resource

QWEST COMMUNICATIONS CORP. - DIR Contract: DIR-SDD-247

Requisition #117610 in the total amount of \$13,376.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 71297423003200137743

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Qwest Telephone System](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/13/2007 06:20 AM	APRV
2	Budget & Management		09/13/2007 06:21 AM	NEW
3	Auditor's Office		09/13/2007 06:21 AM	
4	Court Administrator		09/13/2007 06:21 AM	

Form Started By: Matilde Faz

Started On: 09/11/2007 01:53 PM

Final Approval Date: 09/13/2007



Pricing in US Dollars

Date: **8/31/2007**
 Customer: **Hidalgo County**
 Customer Contact: **Cruz Quintana**
 Customer Telephone: **956-292-7099**
 Customer Email Address: cruz.quintana@co.hidalgo.tx.us
 Customer Fax Number:
 Sales Person: **Rena Schrader**
 Quote Number: **TBD**

DIR Contract: DIR-SDD-247

Model #	Model Description	Qty	Unit List	Disc %	Extended Price
10168	ShoreGear 60/12	1	\$2,995.00	20	\$2,396.00
10148	ShorePhone IP560 - Silver	25	\$349.00	20	\$6,980.00
29121	ShoreTel 6.1 Software (General Release)	1	\$0.00	20	\$0.00
30035	Extension & Mailbox License	25	\$200.00	20	\$4,000.00
30001	Personal Call Manager	25	\$125.00	100	\$0.00

Terms and Conditions

- 1> Quotation Valid For 60 Days.
- 2> All Prices are in US Dollars.
- 3> Prices do not include taxes. Customer shall be responsible for any applicable taxes.
Please forward tax-exempt certificate as appropriate.
- 4> Hardware and software F.O.B. Destination.
- 5> Any orders should reference the Qwest DIR CPE Agreement and are subject to the terms and conditions of Qwest DIR CPE agreement which is incorporated by reference notice to Customer.
- 7> Information contained in this quote is confidential and proprietary to ShoreTel Systems and Qwest and shall be held as confidential by Customer with at least the same degree of care with which Customer protects its own confidential and proprietary information.

Qwest Government and Educational Solutions Sales Team

Will Brown Sales Manager 512-338-5703 will.brown@qwest.com Fax: 512-338-5705	Ray Abbott National Accounts Manager 210-541-3137 ray.abbott@qwest.com Fax: 512-338-5705	Rena Schrader National Accounts Manager 512-338-5770 rena.schrader@qwest.com Fax: 512-338-5705
Qwest Interprise America	8303 MoPac, Suite C-240	Austin, Texas 78759

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
QWEST COMMUNICATIONS CORPORATION**

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Qwest Communications Corp. (hereinafter "Vendor"), with its principal place of business at 1801 California Street, Denver, CO 80202.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Texas Building and Procurement Commission's Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-064, on July 21, 2005, for Data Networking/Telephone System Equipment & Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-064 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Product and Pricing Index; Appendix D, Software Licensing Agreements; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-064, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-064, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to brands identified in Appendix C Product and Pricing Index.. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above.

B. Services

Services available under this Contract are limited to services and maintenance identified in Appendix C Product and Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentages off MSRP as specified in Appendix C Products and Pricing Index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request. Vendor agrees it shall offer and make available this DIR Contract as first choice for all sales of Products and Services identified in Section 3. above to eligible Texas DIR Customers during its term.

3) If pricing for products or services available under this Contract is provided at a lower price based on a quantity of one unit to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherri Parks, Service Delivery Division
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:

Rena Schrader
Qwest Communications Corporation
1801 California Street
Denver, CO 80202
Phone: (512) 338-5770
Facsimile: (512) 338-5705
Email: rena.schrader@qwest.com

7. Software License and Service Agreements

A. Software Licensing Agreements

1) As of the date of execution of this Contract, DIR, as a courtesy to the Customers, has attached to this Contract the current versions of the Software License Agreements promulgated by the Intellectual Property Owners of the Software related to the hardware being offered. Customers would be expected to execute these agreements directly with the Intellectual Property Owners at the time of a purchase of the related hardware. See the License Agreements at Appendix D. Because DIR's contract is with a Reseller, DIR was not able to negotiate these License Agreements to make them conform, or at least be consistent, with Texas law. Therefore, Customers are advised to have legal counsel review and provide advice about the relevant License Agreement prior to the issuance of a Purchase Order for any hardware and associated software.

2) Compliance with the Software Licensing Agreements is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software Licensing Agreements. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software Licensing Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

This Contract is executed to be effective as of the date of last signature.

Qwest Communications Corp.

**The State of Texas, acting by and through the
Department of Information Resources**

Authorized By: Signature on File

Authorized By: Signature on File

Name: Susan Baker

Name: Brian S. Rawson

Title: Lead Analyst – Offer Management

Title: Director of Service Delivery

Date: 7/18/2006

Date: 7/20/06

Legal: Signature on File

Here is the quote.

From: Diana Solis
Sent: Tuesday, September 04, 2007 10:16 AM
To: priscilla_torres74@yahoo.com
Subject: FW: Quote on Telephone System

From: Schrader, Rena [mailto:Rena.Schrader@qwest.com]
Sent: Tuesday, September 04, 2007 10:01 AM
To: Diana Solis
Subject: RE: Quote on Telephone System

Good Morning Diana,

Attached is our W-9. I'm working on the Insurance form as requested. The vendor forms were delivered to Purchasing on 8/30 and signed by De Lira.

We look forward to working with you.

Thank you,

Rena Schrader

Government & Education Solutions
Qwest Communications
8303 N Mopac, Suite C-240
Austin, Texas 78759
512-338-5770 Office
512-338-5709 Fax
512-415-0944 Wireless
www.qwest.com/texas

From: Diana Solis [mailto:ad004@hidalgococscd.com]
Sent: Tuesday, September 04, 2007 9:19 AM
To: Schrader, Rena
Subject: Quote on Telephone System

*Good Morning Ms. Schrader:
I received the quote from Cruz on the phone system needed for the Hidalgo County Boot Camp. We are trying to get a purchase order. Since your company is a new vendor, I will need the following attachments filled out and returned to me today.. We will also need the "Certificate of Insurance" with "Hidalgo County" listed as a the "certificate holder" and as the "additional insured". The required backup is needed today to get on Commissioner's Court for the next meeting. Any questions please call me.*

*Diana G. Solis, Accountant
Hidalgo County CSCD*

*P. O. Box 970
Edinburg, Texas 78540
(956) 587-6008
(956) 318-2488 fax*

This communication is the property of Qwest and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

AI-5579

19.B.

**payment of invoice-LRGWC, Inc. - \$ 9,981.94
CC REGULAR**

Date: 09/18/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Authorize County Auditor to issue payment in the amount of \$9,981.94 to Lower Rio Grande Water Committee, Inc. in connection with El Morillo Drain (Hidalgo County's portion)

BACKGROUND

7-1100-415-00-115-002-0-843 (transfer of funds on consent agenda AI#5578)

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-115-002-0-843

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Transfer of funds on consent agenda AI # 5578

Attachments

Link: [INVOICE](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/14/2007 10:56 AM	APRV
2	Erika Reyna	Erika Reyna	09/14/2007 11:37 AM	APRV
3	Purchasing Department	Marty Salazar	09/14/2007 02:15 PM	APRV
4	Auditor's Office	Becky Morales	09/14/2007 04:31 PM	APRV
5	Erika Reyna	Erika Reyna	09/14/2007 04:48 PM	APRV
6	Court Administrator (Originator)	Monica Badillo	09/14/2007 05:07 PM	APRV

Form Started By: Monica Badillo

Started On: 09/14/2007 10:29 AM

Final Approval Date: 09/14/2007

LOWER RIO GRANDE WATER COMMITTEE, INC.

P. O. Box 1499

WESLACO, TEXAS 78599-1499

PHONE 956/968-3141

FAX 956/968-0210

Drainage

OFFICERS

Joseph B. Coulter, DVM
President
Sonny Hinojosa,
Vice President
Bill Summers,
Secretary-Treasurer

July 20, 2007

Judge J.D. Salinas, III
And Commissioners of Hidalgo County
P.O. Box 1356
Edinburg, Texas 78539

RECEIVED

JUL 23 2007

COUNTY JUDGE

DIRECTORS

Joe Tucker
Glenn Jarvis
Chuck Browning
Charles D. Rankin
Roy Rodriguez
Kika de la Garza
(U. S. Rep., Ret.)
Troy Allen
Frank (Jo Jo) White

Dear Judge and Commissioners:

The Lower Rio Grande Water Committee, Inc. received its annual letter from the United States International Boundary and Water Commission (USIBWC) concerning the Rio Grande Valley portion due for obligated costs on El Morillo Drain. The Counties of Cameron, Hidalgo, and Willacy are collectively responsible for Operational and Maintenance Costs for the period of January 1 through December 31, 2006.

MEMBERS

Clyde Fincher
Ray Prewett
Jose Barrera
Homer Faseler
Wayne Halbert
Ken Jones
Neal King
John S. Bruciak
Neil Haman
Clarence Magourik

The balance due is \$22,182.09, as per the attached letter from Alfredo J. Riera, Principal Engineer with USIBWC. Appropriate division of payment is as follows:

Cameron County (45%)	\$ 9,981.94
Hidalgo County (45%)	\$ 9,981.94 ✓
Willacy County (10%)	\$ 2,218.21
Total	\$22,182.09

EX-OFFICIO MEMBERS

Judge Carlos Cascos
Cameron County
Judge J.D. Salinas
Hidalgo County
Judge Eliseo Barnhart
Willacy County
Rick Reyes, I.B.W.C.
Mercedea

Kindly make checks payable to the Lower Rio Grande Water Committee, Inc. and mail to Post Office Box 1499; Weslaco, Texas 78599-1499.

Again, as soon as we receive these payments, we will forward a single check to the USIBWC.

As always, thank you for your continued support of El Morillo Drain. Without it, our water supply would be adversely affected.

rs
reasurer

LRGWC invoice and IBWC letter

*Godfrey 7/28/07
for your approval
Please return
Frank
Tronica*

*7-1100-4/15-00-115-002-0-841
V-21806
968-3141
Elizabetta
LRGWC*

JUL 26 PM 3:11
2007
899

AI-5494

19.C.

**Insurance Settlement Check Const P3
CC REGULAR**

Date: 09/18/2007
Submitted By: Aida Alvarez, SAFETY/WORKERS' COMP. DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY/WORKERS' COMP. DIVISION
Agenda Area: Budget and Management

Information

CAPTION

Safety Division:

1. Discussion and approval to accept settlement agreement with Fred Loya Insurance Company for \$3,162.94 to settle auto accident with County vehicle (Const. P3).
2. Approval to authorize Judge J.D. Salinas to sign Power of Attorney for title purposes to Fred Loya Insurance Company.

BACKGROUND

D.O.I. - 4/26/07

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1100-360-00-000-005-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Settlement in the amount of #3,162.94.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 11:58 AM	APRV
2	Dale Kennan	Dale Kennan	09/12/2007 01:56 PM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 06:24 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Aida Alvarez
Started On: 09/12/2007 09:54 AM

Final Approval Date: 09/14/2007

AI-5469

19.D.

**County Court at Law #1- Budgeted Salary Adjustments
CC REGULAR**

Date: 09/18/2007
Submitted By: Dora Gutierrez, COUNTY COURT #1
Submitted For: Judge Rudy Gonzalez
Department: COUNTY COURT #1

Information

CAPTION

County Court #1:

1. Discussion, consideration, and approval to adjust (decrease) the budgeted salary for one (1) Bailiff position, slot 021-001-0004 by \$2,000.00 and adjust (increase) the budgeted salary for one (1) Court Coordinator position, slot no. 021-001-0003 by \$2,000.00 due to parity, in conformity with other Court Coordinator positions within Hidalgo County Courts-At-Law. Changes if approved will be effective next full pay period 10-1-07.
2. Approval of revised salary schedule.

BACKGROUND

No budgetary impact. No additional funding requested.

Fiscal Impact

<u>FISCAL YEAR:</u> 2007	<u>ACCT. #:</u> 7-1100-412-00-021-001-0-113
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>

BUDGETARY IMPACT:

No budgetary impact. Slot 021-001-0004 decreased and slot 021-001-0003 increased by same amount. RC

Attachments

Link: [Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 11:25 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/14/2007 01:39 PM	APRV
3	Dina Trevino	Dina Trevino	09/14/2007 03:00 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	09/14/2007 04:10 PM	APRV
5	Human Resources		09/14/2007 05:13 PM	NEW

Form Started By: Dora Gutierrez
Started On: 09/10/2007 02:50 PM

Final Approval Date: 09/14/2007

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

AI-5469

**1100-412-00-021-001-0
CCL#1**

Slot #	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JDG CRT-AT-LAW	\$131,500.00	\$0.00	\$131,500.00	0.045	\$5,918.00	\$0.00	\$137,418.00	\$137,418.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$145,418.00
0002	113	COURT REPORTER	\$61,750.00	\$0.00	\$61,750.00	0	\$0.00	\$5,500.00	\$67,250.00	\$67,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,250.00
							s/b (\$2,500.00) + \$2,000.00	↓	s/b \$56,000.00							
0003	113	COURT COORDINA	\$54,000.00	\$0.00	\$54,000.00	0	\$2,500.00	(\$2,500.00)	\$54,000.00	\$54,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,000.00
							s/b \$3,000.00-\$2,000.00	↓	s/b \$41,500.00							
0004	113	BAILIFF/INTERP	\$40,500.00	\$0.00	\$40,500.00	0	\$0.00	\$2,000.00	\$43,500.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
0005	113	ASST COORDINT	\$32,000.00	\$0.00	\$32,000.00	0	\$0.00	\$7,000.00	\$39,000.00	\$39,000.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$0.00	\$42,300.00
T006	122	COURT CLERK	\$0.00	\$8,320.00	\$8,320.00	0	\$0.00	\$0.00	\$8,320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$319,750.00	\$8,320.00	\$328,070.00		\$8,418.00	\$13,000.00	\$349,488.00	\$337,668.00	\$0.00	\$3,300.00	\$0.00	\$8,000.00	\$0.00	\$348,968.00

PENDING CC APPROVAL

SLOT NO. 021-001-0004- DECREASE BY \$2,000.00

SLOT NO. 021-001-0003- INCREASE BY \$2,000.00

AI-5561
ASO Appeal Review Request
CC REGULAR

19.E.

Date: 09/18/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: FRED REYNA, INSURANCE
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Insurance Division:

1. Discussion, consideration and action on ASO Appeal Review Request Claim #072050283000.
2. Acceptance of settlement in the amount of \$5,505.03 in connection with subrogation offer for Acct.#1991635547583.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/13/2007 04:50 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/14/2007 09:17 AM	APRV
3	Purchasing Department	Marty Salazar	09/14/2007 02:15 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Monica Badillo
Started On: 09/13/2007 09:07 AM

Final Approval Date: 09/14/2007

DATE: September 14, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department Of Budget & Management c/o Constable Pct. 3

ACCOUNT NUMBER: 7-1230-421-00-293-010-0-XXX

SUBJECT: **Interfund 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 Interfund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, C

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1291-352-30-270-005-0- 000	HIDTA-COURT ORDERED CONFISCATIONS	(10,000.00)
7-1291-491-01-000-230-0- 891	TRANSFER OUT-CONSTABLE PCT. 3	10,000.00
TO		
7-1230-391-01-000-291-0 000	TRANSFER IN-HIDTA TASK FORCE	10,000.00
7-1230-421-00-293-010-0- 583	CONSTABLE PCT. 3 INVESTIGATION- OUT OF CO. TRAVEL	2,500.00
7-1230-421-00-293-010-0- 584	CONSTABLE PCT. 3 INVESTIGATION- REGISTRATION FEES	1,040.00
7-1230-421-00-293-010-0- 611	CONSTABLE PCT. 3 INVESTIGATION - POLICE SUPPLIES	1,500.00
7-1230-421-00-293-010-0- 682	CONSTABLE PCT. 3 INVESTIGATION - FUEL	2,000.00
7-1230-421-00-293-010-0- 684	CONSTABLE PCT. 3 INVESTIGATION - TUBES & TIRES	578.00
7-1230-421-00-293-010-0- 890	CONSTABLE PCT. 3 INVESTIGATION- OTHER	2,382.00
	TOTAL BUDGET INCREASE (DECREASE)	10,000.00

REASON: **INTERFUND TRANSFER FROM HIDTA (1291) TO CONSTABLE PCT. 3 INVESTIGATION HB 65 (1230) TO ALLOCATE MONIES FROM A SEIZURE AWARD AS PER INTERLOCAL AGREEMENT BETWEEN HIDTA AND CONSTABLE PCT. 3 (REFER TO AI 3795 CC 5-15-07).**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-5541

19.G.

**2007 Interfund tranfer for County Wide Administration
CC REGULAR**

Date: 09/18/2007

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interfund transfer from Juvenile Probation Department (1294) to County Wide Administration (1100) in the amount of \$25,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1294-391-01-000-100-8-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Reduce revenue by unused portion of local match in Juvenile Probation Grant
TJPC-Z-2008

Attachments

Link: [2007 Interfund
Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/13/2007 03:05 PM	APRV
2	Ana Galvan	Anna Galvan	09/14/2007 11:49 AM	APRV
3	Purchasing Department	Marty Salazar	09/14/2007 02:13 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Dale Kennan
Started On: 09/12/2007 04:16 PM

Final Approval Date: 09/14/2007

AI-5536

19.H.

**Budget Line-Item Transfer
CC REGULAR**

Date: 09/18/2007
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 Intradepartmental transfer within the Certificate of Obligation Series 2006 (1336) for Precinct #2 in the amount of \$259,684.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 ACCT. #: 7-1336-431-00-122-030-0-742
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
742-->741 \$259,684.00; available balance as of 9/13/07 \$366,874.73

Attachments

Link: [Agenda Request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 04:09 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/13/2007 11:03 AM	APRV
3	Auditor's Office	Janie Lozano	09/13/2007 04:10 PM	APRV
4	Janie Lozano	Janie Lozano	09/13/2007 04:58 PM	APRV
5	Linda Fong		09/14/2007 05:13 PM	NEW

Form Started By: Yolanda Cisneros Started On: 09/12/2007 03:50 PM
Final Approval Date: 09/14/2007

DATE: September 12, 2007

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 7-1336-431-00-122-030-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code Chapter 111, Subchapter C.

FROM		TO		
------	--	----	--	--

ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
7-1336-431-00-122-030-0-742	HEAVY EQUIPMENT	7-1336-431-00-122-030-0-741	VEHICLES	#259,684.00

TOTAL \$ 259,684.00

REASON: Transfer needed for expected expenditures for dump trucks

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-5576

19.I.

Inter-dept transfer from Contingency to Juvenile Probation Room & Board

CC REGULAR

Date: 09/18/2007

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 Juvenile Probation Dept. (1100) in the amount of \$200,000.00 for room and board.

BACKGROUND

Transfer needed for room & board expenses (object code 590).

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-41X-X0-X1X-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1100-423-60-330-002-0-590 \$200,000.00, Available Balance as of 9-14-07 \$2,295,197.03.

Attachments

Link: [5576 Inter-dept transfer Juv. Probation 9-18-07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/14/2007 09:51 AM	APRV
2	Budget & Management	Dina Trevino	09/14/2007 10:54 AM	APRV
3	Erika Reyna	Erika Reyna	09/14/2007 11:15 AM	APRV
4	Purchasing Department	Marty Salazar	09/14/2007 02:15 PM	APRV
5	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Ivan Cantu
Started On: 09/14/2007 09:43 AM

Final Approval Date: 09/14/2007

AI-5580

19.J.

**Inter-dept transfer from Contingency to Auxiliary Court
CC REGULAR**

Date: 09/18/2007
Submitted By: Andres Castro, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Countywide Administration-Contingency to Criminal Auxiliary Court (1100) in the amount of \$1,500.00 for postage expense.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-41X-X0-X1X-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899-->7-1100-412-00-045-001-0-535 \$1,500.00; Available balance as of 09/14/2007 \$2,295,197.03.

Attachments

Link: [Inter-Dept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/14/2007 02:53 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/14/2007 03:26 PM	APRV
3	Purchasing Department	Marty Salazar	09/14/2007 04:39 PM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW
Form Started By: Andres Castro			Started On: 09/14/2007 11:12 AM	
Final Approval Date: 09/14/2007				

AI-5497

20.D.

**Closed Session: Settlement of Guadalupe Rodriguez
CC REGULAR**

Date: 09/18/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Information

CAPTION

Closed Session: Settlement of Guadalupe Rodriguez for replacement of electric light meter box and wires.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 01:56 PM	APRV
2	Ana Galvan	Anna Galvan	09/12/2007 02:06 PM	APRV
3	Purchasing Department	Marty Salazar	09/13/2007 06:25 AM	APRV
4	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Norma Silva
Started On: 09/12/2007 10:01 AM

Final Approval Date: 09/14/2007

AI-5513

20.E.

Closed Session: Cause No.: 7:07-cv-00215

CC REGULAR

Date: 09/18/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Information

CAPTION

Closed Session: Cause No.: 7:07-cv-00215; Enterprise Rent-A-Car Company, as Fiduciary of the Enterprise Rent-A-Car Hospital Insurance Plan vs Vincent Marotta and Laura Hinojosa, District Clerk of Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 01:57 PM	APRV
2	Purchasing Department	Marty Salazar	09/13/2007 06:27 AM	APRV
3	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Norma Silva
Started On: 09/12/2007 01:29 PM

Final Approval Date: 09/14/2007

AI-5586

20.F.

Closed Session: Cause No.: C-269-07-I

CC REGULAR

Date: 09/18/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Information

CAPTION

Closed Session: Cause No.: C-269-07-I; Elisua Escalante vs Mario Humberto Lopez and Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/14/2007 02:55 PM	APRV
2	Purchasing Department	Marty Salazar	09/14/2007 03:21 PM	APRV
3	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Norma Silva
Started On: 09/14/2007 02:47 PM

Final Approval Date: 09/14/2007

AI-5574

20.G.

Closed Session: Cause No. C-1716-07-E

CC REGULAR

Date: 09/18/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Information

CAPTION

Closed Session: Cause No. C-1716-07-E; The Texas Association of Counties County Government Risk Pool vs Hidalgo County and Enrique Escalon; In the 275th Judicial District Court, Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/14/2007 10:53 AM	APRV
2	Purchasing Department	Marty Salazar	09/14/2007 02:15 PM	APRV
3	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Norma Silva
Started On: 09/14/2007 09:28 AM

Final Approval Date: 09/14/2007

AI-5495

21.D.

**Open Session: Settlement of Guadalupe Rodriguez
CC REGULAR**

Date: 09/18/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Information

CAPTION

Open Session: Settlement of Guadalupe Rodriguez for replacement of electric light meter box and wires.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 01:52 PM	APRV
2	Purchasing Department	Marty Salazar	09/13/2007 06:24 AM	APRV
3	Auditor's Office		09/13/2007 06:24 AM	NEW
4	Court Administrator		09/13/2007 06:24 AM	
Form Started By: Norma Silva			Started On: 09/12/2007 09:55 AM	
Final Approval Date: 09/13/2007				

AI-5512

21.E.

Open Session: Cause No.: 7:07-cv-00215

CC REGULAR

Date: 09/18/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Information

CAPTION

Open Session: Cause No.: 7:07-cv-00215; Enterprise Rent-A-Car Company, as Fiduciary of the Enterprise Rent-A-Car Hospital Insurance Plan vs Vincent Marotta and Laura Hinojosa, District Clerk of Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/12/2007 01:57 PM	APRV
2	Purchasing Department	Marty Salazar	09/13/2007 06:27 AM	APRV
3	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Norma Silva
Started On: 09/12/2007 01:26 PM

Final Approval Date: 09/14/2007

AI-5584

21.F.

**Open Session: Cause No.: C-269-07-I
CC REGULAR**

Date: 09/18/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Information

CAPTION

Open Session: Cause No.: C-269-07-I; Elisua Escalante vs Mario Humberto Lopez and Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/14/2007 02:55 PM	APRV
2	Purchasing Department	Marty Salazar	09/14/2007 03:21 PM	APRV
3	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Norma Silva

Started On: 09/14/2007 02:45 PM

Final Approval Date: 09/14/2007

AI-5573

21.G.

**Open Session: Cause No. C-1716-07-E
CC REGULAR**

Date: 09/18/2007

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Information

CAPTION

Open Session: Cause No. C-1716-07-E; The Texas Association of Counties County Government Risk Pool vs Hidalgo County and Enrique Escalon; In the 275th Judicial District Court, Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	09/14/2007 10:53 AM	APRV
2	Purchasing Department	Marty Salazar	09/14/2007 02:15 PM	APRV
3	Auditor's Office		09/14/2007 05:13 PM	NEW

Form Started By: Norma Silva
Started On: 09/14/2007 09:25 AM

Final Approval Date: 09/14/2007
