

AI-6662

5.B.

**Robert's Chevrolet Warehouse Space
CC REGULAR**

Date: 12/05/2007

Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.

Submitted For: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to use storage space at the Robert's Chevrolet Warehouse to park the Decon Trailer and other pieces of equipment.
2. Requesting authorization and approval to be issued keys of the facility to the Health Department administration staff to have access to the building in case of an emergency and or to conduct maintenance on the equipment.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/20/2007 02:12 PM	APRV
2	Ivan Cantu	Ivan Cantu	11/20/2007 03:23 PM	APRV
3	Purchasing Department	Marty Salazar	11/20/2007 07:26 PM	APRV
4	Auditor's Office	Becky Morales	11/30/2007 09:25 AM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 09:47 AM	APRV

Form Started By: Josie Escalante
Started On: 11/20/2007 01:54 PM

Final Approval Date: 11/30/2007

AI-6710
Colonia Contract
CC REGULAR

6.A.

Date: 12/05/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Approval of Contract Closeout Documents for the 2005 Colonia EDAP Contract No. 725305.
2. Approval of Project Completion Report, Certificate of Expenditures, MBE Report, Real Property Acquisition Report, Certificate of Construction Completion, Final Wage Compliance, Disclosure Report, Contract Completion Survey, Final Public Hearing and Fair Housing Activity Report, list of recipients, and documentation of decommissioned septic tanks for low and moderate beneficiaries.

BACKGROUND

UCP is requesting approval to closeout the 2005 Colonia EDAP Project Contract #725305. The contract with Garza Plumbing Inc. for sanitary sewer yard lines connections and septic tank remediations for 10 colonias in the City of Mission's ETJ area in Pct. #3 has been completed.
Attached please find a copy of the Project Completion Report and the Certificate of Expenditures for your review.

Fiscal Impact

Attachments

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/27/2007 02:21 PM	APRV
2	Ivan Cantu	Ivan Cantu	11/27/2007 02:50 PM	APRV
3	Auditor's Office	Becky Morales	11/30/2007 09:36 AM	APRV
4	Purchasing Department	Marty Salazar	11/30/2007 12:20 PM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 01:26 PM	APRV

Form Started By: Estella Webber
Started On: 11/27/2007 11:26 AM
Final Approval Date: 11/30/2007

Project Completion Report

Contractor Name: Hidalgo County
 Start Date of Contract: 12-15-05

Contract No. 725305
 End Date of Contract: 12-14-07

Financial Status:

Activity	TXCDBG Funds			Other Funds Expenditures To-Date
	Current Budget	Drawn To-Date	Balance	
17b. Rehab of Private Prop. Sewer Services	457,470.00	268,910.00	188,560.00	
32. General Administration	42,530.00	32,019.00	10,511.00	
Total	\$ 500,000.00	\$ 300,929.00	\$ 199,071.00	

Actual Accomplishments:

Report work performed by construction line item as identified in the contract Performance Statement.

Construction Line Item	Quantity: Current Perf. Statement	Quantity: Actual Accomplishments	Variance (%)
17b. Rehabilitation of Private Property Sewer Service			
4" PVC Sewer Service yardlines	31,000 l.f.	36,440 l.f.	15 %
Households w/septic tank demolition	306	299	2.3 %

Do the locations in the current Performance Statement reflect the actual location of the work? Yes No

Additional Activity Information: (check all applicable categories)

- One-for-One Replacement
 - Revolving Loan Fund
 - Presidentially Declared Disaster Area
 - Historic Preservation Area
 - Brownfield Activity
 - Multi-Unit housing (2+ units/structure)
 - Special Assessment
 - Favored Activity
 - X Colonia
 - Displacement
 - Float Funded
 - Rental Housing
- No. acres remediated _____ Date funds to be received _____
 Float principal balance _____

Beneficiaries:

Report beneficiaries for each activity (excluding engineering and administration):

Activity	Current Perf Statement			Actual Benefit		
	Total	Low/Mod	% L/M	Total	Low/Mod	% L/M
17b. Rehabilitation of Private Property	1302	1302	100 %	1275	1275	100 %
Sewer Services						
Totals	1302	1302	100 %	1275	1275	100 %

Report beneficiaries according to the following race categories, separating those who are also Hispanic. Columns should total and the grand total should equal the total beneficiaries.

Race	Non-Hispanic	Hispanic Ethnicity	Total
White		1275	1275
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Multi-Racial			
Grand Total			1275

Gender

Total Project Beneficiaries:	1275	Male:	592	Female:	683
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Activities on Private Property (First-time services and housing rehab):

Report the income level of each **household** benefiting from the TxCDBG housing rehabilitation activity, based on the current HUD Section 8 Income Limits.

Income Level	No. of Owner-Occupied Units	No. of Rented Units
Very Low (at or below 30% of the AMFI)	99	
Low (31-50% of the AMFI)	200	
Moderate (51-80% of the AMFI)	0	
Non-Low Moderate (above 80% of AMFI)	0	
Total	299	0
Percent Low/Mod	100 %	

Anticipated Outcome Units:

Beneficiaries		Beneficiaries	
1) Public Service		2) Public Facility or Infrastructure Improvement	Private Prop.
a) new access		a) new access	
b) improved access		b) improved access	
c) no longer substandard		c) no longer substandard	1275
Total		Total	1275

Citizen Comment:

Date of Final Public Hearing: 10/30/07 (Attach advertisement)

A public hearing was held on Tuesday, Oct. 30, 2007 at 5:30 p.m. at the UCP Conference Room. No one attended the Meeting. There were no comments. Advertisement (original tear sheet), roster and minutes are attached.

Fair Housing Activity:

Note: This activity must have been performed during the contract period. See **Chapter 10: Civil Rights Requirements** for a listing of acceptable activities.

UCP Hidalgo County Proclamation – Fair Housing

UCP Hidalgo County Proclamation – 3rd Annual CDBG Celebration

UCP Hidalgo County Proclamation – Homeownership Month

UCP Hidalgo County – City of Mercedes Proclamation – Fair Housing

UCP Hidalgo County – City of Weslaco Proclamation – Fair Housing

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

- a. The information contained in this report is accurate to the best of my knowledge;
- b. All records related to contractor activities are available for review;
- c. TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
- d. No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a); and
- e. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities.

Juan D. Salinas, III, Hidalgo County Judge

Typed Name and Title of Chief Elected Official

Signature of Chief Elected Official

Date

A1202**Certificate of Expenditure**Contractor: Hidalgo CountyContract No.: 725305

ACTIVITY		To be Completed by Contractor			TXCDBG Use Only
		PAID COSTS (previously requested for draw)	UNPAID COSTS (incurred but not yet requested for draw)	TOTAL COSTS	Approved Costs
1a	Water Facilities				
1b	Sewer Facilities				
2	Solid Waste Disposal Facilities				
3	Other Public Utilities (Gas, etc.)				
4	Street Improvements				
5	Flood and Drainage Facilities				
6	Neighborhood/Community Centers				
7	Senior Centers				
8	Centers for the Handicapped/ Sheltered Workshops				
9	Parks, Playgrounds, etc.				
10	Fire Protection Facilities/Equipment				
11	Parking Facilities				
12	Pedestrian Malls and Walkways				
13	Specially Authorized Assistance to Privately Owned Utilities				
14	Specially Authorized Public Facilities and Improvements				
15	Public Services (limited to 15% of request)				
16	Interim Assistance				
17	Rehabilitation of Private Properties				
17a	Water Service				
17b	Sewer Service	268,910.00	0	268,910.00	
18	Rehabilitation of Public Residential Structures				
19	Public Housing Modernization				
20	Clearance/Demolition Activities				
21	Historic Preservation				
22	Removal of Architectural Barriers				
23	Code Enforcement				
24	Acquisition				
25	Relocation Payments & Assistance				
26	Economic Development Loan				
27	Economic Development Interest Subsidy				
28	Economic Development Loan Guarantee				
29	Special Activities by Local Development Corporations, etc.				
30	Engineering/Architectural Services (total for all construction accounts)				
31	Planning & Urban Environmental Design (not to exceed 16%)				
32	General Administration	32,019.00	0	32,019.00	
33	TOTALS	300,929.00	0	300,929.99	

Contractor: Hidalgo County

Contract No.: 725305

COMPUTATION OF CONTRACT BALANCE		
	TO BE COMPLETED BY CONTRACTOR	TXCDBG USE ONLY
	AMOUNT	APPROVED AMOUNT
1. Total Paid Costs (from Line 33)	300,929.00	
2. Estimated Amount for Unsettled Third Party Claims	0	
3. Subtotal	300,929.00	
4. Total TXCDBG Grant Amount	500,000.00	
5. Unutilized Balance (Line 4 minus Line 3) <i>(This amount will be de-obligated by State)</i>	199,071.00	
6. TXCDBG Funds Received to Date	300,929.00	
7. Balance Payable (Line 3 minus Line 6) *	0	

* If Line 6 exceeds Line 3, enter the amount on Line 7 as a negative number and repay this amount to the Office by check

UNPAID COSTS AND UNSETTLED THIRD PARTY CLAIMS
<p>LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE CONTRACTOR'S CONTRACT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED.</p> <p>NONE</p> <p><input type="checkbox"/> Check if Continued on Additional Sheet (please attach)</p>

REMARKS
<p>NONE</p> <p><input type="checkbox"/> Check if Continued on Additional Sheet (please attach)</p>

CERTIFICATION		
<p>It is hereby certified that all activities undertaken by the recipient with funds provided under the contract identified on Page 1 hereof, have, to the best of my knowledge, been carried out in accordance with the contract agreement; that proper provision has been made by the recipient for the payment of all unpaid costs and unsettled third-party claims identified on Page 1 hereof, that the State of Texas is under no obligation to make any further payment to the recipient under the contract agreement in excess of the amount identified on Line 7 hereof, and that every statement and amount set forth in this instrument is to the best of my knowledge, true and correct as of this date.</p>		
Date	Typed Name and Title of Chief Elected Official	Signature
	Juan D. Salinas, III, Hidalgo County Judge	

ORCA APPROVAL		
<p>This Certificate of Expenditures is hereby approved. Therefore, I authorize cancellation of the unutilized contract commitment and related funds reservation and obligation of \$ _____, less \$ _____ previously authorized for cancellation.</p>		
Date	Typed Name and Title	Signature

AI-6711
Colonia Cnt. Amend.
CC REGULAR

6.B.

Date: 12/05/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Requesting approval of Performance Statement and Contract Budget Modification #2 to the Office of Rural Community Affairs (ORCA) 2006 Colonia EDAP Contract Grant #726155.

BACKGROUND

The Performance Statement and Budget Amendment is requesting ORCA to allocate funds in the amount of \$2,616 for Professional Engineering Services from the General Administration Line Item. The allocation and transfer of funds is necessary due to a conflict in the existing sewer line that required that the water line be relocated. The water re-alignment cost will be \$32,700 and will be paid by matching funds from Pct. #1, 2007 CDBG Funds.

Attached please find the Budget Modification Form and revised Exhibit A - Budget

Fiscal Impact

Attachments

Link: [Bud. Modif.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/27/2007 02:22 PM	APRV
2	Dale Kennan	Dale Kennan	11/28/2007 09:35 AM	APRV
3	Auditor's Office	Becky Morales	11/30/2007 09:50 AM	APRV
4	Purchasing Department	Marty Salazar	11/30/2007 12:20 PM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 01:26 PM	APRV

Form Started By: Estella Webber

Started On: 11/27/2007 11:40 AM

Final Approval Date: 11/30/2007

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

MODIFICATION NO. 2

Contractor: Hidalgo County

Contract No. # 726155

Activity	Original Budget	Current Budget	Present (+/-) \$ Change	Revised Budget
1b. Sewer Facilities	\$ 290,400.00	423,400.00	-0-	\$ 423,400.00
17b. Rehabilitation of Private Property (Sewer Service)	\$ 159,600.00	26,600.00	-0-	\$ 26,600.00
30. Engineering/Architectural Services	-0-	-0-	(+) 2,616.00	\$ 2,616.00
32. General Administration	50,000.00	50,000.00	(-) 2,616.00	\$ 47,384.00
Total	\$ 500,000.00	\$ 500,000.00	-0-	\$ 500,000.00

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

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

The transfer of funds is needed for the following reasons:

REASON: The line item transfer is necessary due to a conflict in the existing sewer line. The water line had to be relocated. Therefore, I am requesting to allocate \$2,616 from the general administration for the engineering cost. The water line relocation will be paid with matching funds from Pct. # 1, 2007 CDBG Funds.

Date: _____

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

REVISED

EXHIBIT B

CONTRACT NO. 726155

BUDGET

Hidalgo County

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a. Water Facilities	\$	\$	\$
1b. Sewer Facilities	\$ 423,400	\$ 94,200 ¹	\$ 517,600
2. Solid Waste Disposal Facilities	\$	\$	\$
3. Other Public Utilities (Gas)	\$	\$	\$
4. Street Improvements	\$	\$	\$
5. Flood and Drainage Facilities	\$	\$	\$
6. Neighborhood Facilities/ Community Centers	\$	\$	\$
7. Senior Centers	\$	\$	\$
8. Centers for the Handicapped/ Sheltered Workshops	\$	\$	\$
9. Parks, Playgrounds, and Other Recreational Facilities	\$	\$	\$
10. Fire Protection Facilities and Equipment	\$	\$	\$
11. Parking Facilities	\$	\$	\$
12. Pedestrian Malls and Walkways	\$	\$	\$
13. Specially Authorized Assistance to Privately Owned Utilities	\$	\$	\$
14. Specially Authorized Public Facilities and Improvements	\$	\$	\$
15. Public Services (LIMITED TO 15% OF REQUEST)	\$	\$	\$
16. Interim Assistance	\$	\$	\$

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
17. Rehabilitation of Private Properties (Housing)	\$	\$	\$
17a. Rehabilitation of Private Properties (Water Service)	\$	\$	\$
17b. Rehabilitation of Private Properties (Sewer Service)	\$ 26,600	\$ -0-	\$ 26,600
18. Rehabilitation of Public Residential Structures	\$	\$	\$
19. Public Housing Modernization	\$	\$	\$
20. Clearance Demolition Activities	\$	\$	\$
21. Historic Preservation	\$	\$	\$
22. Removal of Architectural Barriers	\$	\$	\$
23. Code Enforcement	\$	\$	\$
24. Acquisition	\$	\$	\$
25. Relocation Payments & Assistance	\$	\$	\$
26. Economic Development Loan	\$	\$	\$
27. Economic Devel. Interest Subsidy	\$	\$	\$
28. Economic Devel. Loan Guarantee	\$	\$	\$
29. Special Activities by Local Devel Corporations, Etc.	\$	\$	\$
30. Engineering/Architectural Serv. (Total for all construction accounts)	\$ 2,616	\$ 30,000 ²	\$ 32,616
31. Planning & Urban Env. Design (NOT TO EXCEED 16%)	\$	\$	\$
32. General Administration	\$ 47,384	\$ -0-	\$ 47,384
TOTALS	\$ 500,000	\$ 124,200	\$ 624,200

(¹) City of Weslaco Cash Match

(²) Hidalgo County Precinct 1 Cash Match

AI-6720
Engineering Svcs. - Pct. #1
CC REGULAR

6.C.

Date: 12/05/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of the best and final negotiated contract with Sigler Winston, Greenwood & Associates, (the highest ranked firm) in the amount of \$20,000.00 for professional engineering services, in connection with a Pct. 1 Water / Sewer Improvements Project utilizing Year 20 (2007) funds.

BACKGROUND

Precinct No. 1 has negotiated a best and final contract with Sigler, Winston, Greenwood & Associates for a professional engineering services in the amount of \$20,000.00 for the 2007 Water / Sewer Improvements project. See attached scope of services.

Contract Amount: \$ 20,000.00
Funds Available: \$ 50,000.00 (2007 FY 20)

Fiscal Impact

Attachments

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/27/2007 04:07 PM	APRV
2	Rey Salazar	Rey Salazar	11/29/2007 11:22 AM	APRV
3	Auditor's Office	Becky Morales	11/30/2007 09:51 AM	APRV
4	Purchasing Department	Marty Salazar	11/30/2007 12:22 PM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 01:26 PM	APRV

Form Started By: Estella Webber

Started On: 11/27/2007 02:32 PM

Final Approval Date: 11/30/2007

COUNTY of HIDALGO



SYLVIA S. HANDY

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

Monday, November 26, 2007

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

Re: 2007 Colonia Construction Grant #727055
Colonia Rosedale Heights – Sewer Improvements

Dear Mrs. Sandoval:

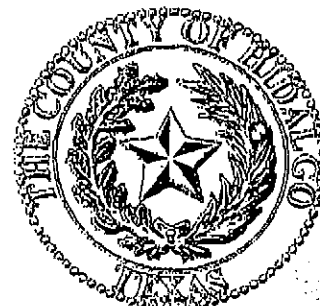
We are requesting Commissioners Court action for the approval of the professional services agreement with engineering firm of Sigler, Winston, Greenwood & Associates for the Colonia Rosedale Heights Project.

Please place request for approval on the upcoming Commissioners Court meeting Scheduled for December 5, 2007.

If you need additional information, please contact Juan J. Ybarra at 956/968-8733.

Sincerely,

Joseph Palacios
Chief Administrator
Pct. 1



NOV 27 2007

Av
1811

Exhibit A

Colonia Rosedale Heights

Engineer: Shall assume responsibility for all eligible project related engineering services, including preliminary and final design plans and specifications, periodic inspections, and a final inspection.

Sewer Facilities:

Contractor shall provide first-time public sewer service to Thirty two (32) households in the Colonia Rosedale Heights area through the installation of approximately one thousand two hundred and sixty linear feet(1,260 LF) of 8-inch PVC wastewater services lines; Four (4) manholes; Forty (40) single service connections; upgrading of lift station pumping capacity; bores and patching and replacing of driveways with associated appurtenances.

Rehabilitation of Private Properties - Sewer Service

Contractor shall provide first-time public wastewater service to 32 households in the Colonia Rosedale Heights area through the installation of approximately thirty two (32) four-inch (4 in.) PVC wastewater yardlines, pumping out and disposal of sludge, decommission and filling of the existing septic system.

SIGLER WINSTON GREENWOOD Consulting Engineers - ENGINEERING FEE

The City of: Weslaco - Urban County
 Project: Rosedale Heights Sanitary Sewer
 Date: November 20, 2007

Hours Invested per Phase by Discipline

Phase of Project:	Engineer Principal	Engineer Staff	Engineer Graduate	Engineer Senior	Designer Senior	CADD Senior	CADD Tech	Clerical	Survey GPS	Field Crew Supervisor	Field Crew Cost per Phase
	\$150.00	\$120.00	\$80.00	\$70.00	\$60.00	\$35.00	\$125.00	\$35.00	\$35.00	\$35.00	
I. Study & Report Phase	8		2	4				8		4	\$2,060.00
II. Preliminary Design Phase	8		16	10		10			20		\$6,280.00
III. Final Design Phase	14	6	16	16		16					\$6,180.00
IV. Bidding Phase	4		4				4				\$1,060.00
V. Construction Phase Reproducibles	8		12						14		\$3,910.00
TOTALS											\$20,000.00

AI-6726

6.D.

Rehab cancellation

CC REGULAR

Date: 12/05/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Requesting approval to cancel application for Carmen Rodriguez, at the request of homeowner.

BACKGROUND

The following family is being recommended for cancellation by the Housing Rehab Staff and as per homeowner's request. Letter from family was faxed to office on November 20, 2007 by Ms. Carmen Rodriguez. (see attachment)

APPLICANT	CASE NUMBER	CITY	FUNDING YR.	LOCATION OF PROPERTY
Carmen B. Rodriguez Reconstruct Deferred - Elderly	CW 85-07-23	Countywide Precinct #3	HOME 2006	Lot Thirty-nine (39), in Block No. Two (2), of LINDA VISTA ESTATES SUBDIVISION, Hidalgo County, Texas

Fiscal Impact

Attachments

Link: [cancellation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/27/2007 04:06 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/30/2007 08:15 AM	APRV
3	Auditor's Office	Becky Morales	11/30/2007 09:53 AM	APRV
4	Purchasing Department	Marty Salazar	11/30/2007 12:22 PM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 01:26 PM	APRV

Form Started By: Estella Webber
Started On: 11/27/2007 03:09 PM

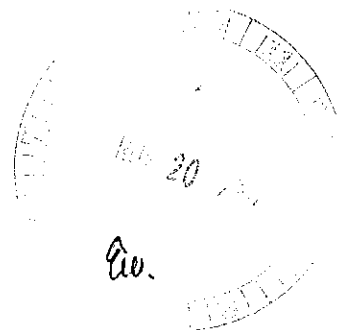
Final Approval Date: 11/30/2007

11/19/07.

Para Quien Corresponda;

Yo Carmen Rodriguez Les agradezco
la asistencia que me iban a dar, pero
en este momento no la puedo aceptar
porque me fui a vivir con mi hija
Carmen Garcia, porque eh estado un
poco mala y no quiere que este sola.
Gracias por todo.

Carmen Rodriguez # 1384
714 Toni Dr.
Palmburst TX 78573.



AI-6729
Testing Svcs. - Palmview
CC REGULAR

6.E.

Date: 12/05/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting approval of the final negotiated Materials Testing Services contract with Raba-Kistner Consultants, Inc., in the amount of \$2,399.38 utilizing Year 17 (2004) & Year 18 (2005) Urban County Program Street Improvement funds in the City of Palmview as previously authorized for negotiations by Commissioners' Court on 11-27-2007.

BACKGROUND

The City of Palmview has negotiated a Materials Testing Services contract with Raba-Kistner Consultants, Inc. in the amount of \$2,399.38 for the Street Improvements construction project of Sun Valley Street. The project is an Urban County Program Year 17 (2004) and Year 18 (2005) project in the City of Palmview.
See attached scope of services.

Contract Amount: \$ 2,399.38

Funds Available: \$ 5,603.40 Year 17 (2004) Street Improvements
\$ 56,532.60 Year 18 (2005) Street Improvements
\$ 62,136.00 TOTAL

Fiscal Impact

Attachments

Link: [Palmview](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 08:58 AM	APRV
2	Ivan Cantu	Ivan Cantu	11/28/2007 09:02 AM	APRV
3	Auditor's Office	Becky Morales	11/30/2007 09:58 AM	APRV
4	Purchasing Department	Marty Salazar	11/30/2007 12:23 PM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 01:26 PM	APRV

Form Started By: Estella Webber
Started On: 11/27/2007 04:16 PM

Final Approval Date: 11/30/2007

Proposal No. PMD07-343-00
November 26, 2007



Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com

Mr. Robert Barrera, Chief of Police
City of Palmview
400 West Veterans Boulevard
Palmview, Texas 78572

**Re: Construction Materials Engineering and Testing Services
Sun Valley Street Improvements
Palmview, Hidalgo County, Texas**

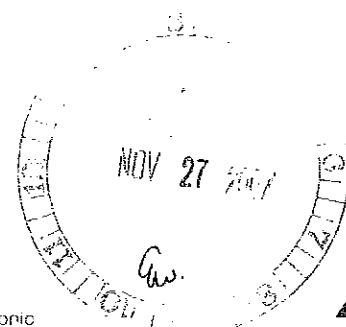
Dear Mr. Barrera:

Raba-Kistner Consultants, Inc., (R-K), is thankful for having been selected to provide Construction Materials Engineering and Testing Services for the above-referenced project.

Our opinion of probable cost of services for this project is \$ 2,399.38. This amount should not be considered a maximum but is our estimate of the probable costs associated with implementing the work outlined on Page 4 of this document. The Contractor's means/methods, sequencing, and scheduling can significantly impact our estimate of the probable cost.

Included with this letter is our priced proposal giving the observation/testing item, a brief description and unit fee for each service, estimated item quantities, and cost extensions. Our proposed scope of services and estimated item quantities are based upon our review of the project plans and specifications entitled "Hidalgo County Precinct No. 3 / City of Palmview, Street Improvement Project No. 5006/07/93-0311-5000-9300, Palm Drive & Community Center Access, Hidalgo County Urban County Program, 4365-01", and the Sun Valley Drive Layouts received by our office on Friday, September 07, 2007. The scope and quantity of services provided will be dependent upon services actually required by you, your representatives, the design team and/or the General Contractor and its Subcontractors. Charges will be assessed only for actual services rendered. All services authorized or requested by you, your representatives, the design team and/or the General Contractor and its Subcontractors in excess of quantities for observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show computerized composite total of services rendered for each service category.

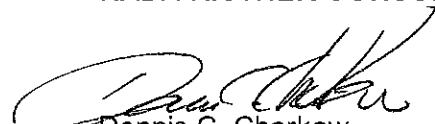
Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Hidalgo County, Texas. Past due invoices may be subject to late charges at an annual rate of eighteen (18) percent on any balances unpaid after thirty (30) days from issue. In the event that State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by R-K.



We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. ***Please return a signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein.***

Best regards,

RABA-KISTNER CONSULTANTS, INC.



Dennis C. Charkow
 Supervisor, CME

Approved by: _____
 (Signature)

Attachments: Basic Charges
 I – Standard Terms and Conditions
 II – Schedule of Fees

Approved by: _____
 (Print or Type Name)

Date: _____

PLEASE FILL OUT FOR DISTRIBUTION OF TYPED REPORTS

COMPANY	CONTACT	ADDRESS	PHONE	FAX

PLEASE INDICATE NAME OF RESPONSIBLE PARTY FOR PAYMENT FOR THE ABOVE SERVICES:

PRINTED NAME			
COMPANY NAME			
COMPANY ADDRESS			
CITY, STATE, ZIP			
PHONE NUMBER		FAX:	
DATE			

**Construction Materials Engineering and Testing Services
Sun Valley Street Improvements
Palmview, Hidalgo County, Texas**

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip) 1.00 hour(s)

Vehicle Trip Charge \$ 20.00\trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns form the project.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 1 hour billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all invoices.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Sun Valley Street Improvements
Palmview, Hidalgo County, Texas

Internal Codes		Description	Unit Fees			
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	\$ 187.25	ea.	2	\$ 374.50
5VRBG	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$ 68.00	ea.	2	\$ 136.00
5WKR8	3	Sieve Analysis –200	\$ 46.00	ea.	1	\$ 46.00
5WKR5	4	Sieve Analysis – Flex Base Material	\$ 46.00	ea.	1	\$ 46.00
5QT00	5	Technician Time – Sampling	\$ 40.00	hr.	4	\$ 160.00
5QOMO	6	Nuclear Field Density Tests	\$ 17.00	ea.	12	\$ 204.00
5QT05	7	Technician Time – Density Testing	\$ 40.00	hr.	4	\$ 160.00
5QFXE	8	Concrete Compressive Strength Tests	\$ 12.50	ea.	4	\$ 50.00
5QT06	9	Technician Time – Concrete Testing	\$ 40.00	hr.	3	\$ 120.00
5QBT0	10	Air Content	\$ 23.25	ea.	1	\$ 23.25
5Q055	11	Technician Time – Pick-Up of Specimen(s)	\$ 40.00	hr.	2	\$ 80.00
5RT02	12	Vehicle Travel Charge	\$ 20.00	trip	10	\$ 200.00
	13	Asphalt Concrete Coring	\$ 30.00	ea.	2	\$ 60.00
5Q412	14	Asphalt Concrete Coring - Technician Time	\$ 47.50	hr.	2	\$ 95.00
5QT00	15	Asphalt Concrete Sampling	\$ 51.00	hr.	2	\$ 102.00
5UBMH	16	Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$ 230.00	ea.	1	\$ 230.00
5UBSO	17	Maximum Theoretical Specific Gravity of Asphalt	\$ 94.50	ea.	1	\$ 94.50
5Z512	18	Project Administration (Markup of Invoiced Billing Cycle)	10%			\$ 218.13
Estimated Total Cost of Services						\$ 2,399.38

ATTACHMENT I

RABA-KISTNER COMPANIES

STANDARD TERMS AND CONDITIONS

1. RABA-KISTNER (Raba-Kistner Consultants, Inc.; Raba-Kistner Consultants (SW), Inc.; Raba-Kistner-Brytest, Inc.; Raba-Kistner Infrastructure, Inc.) is being engaged by the CLIENT to render professional services involving various aspects of design, construction observation, or the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM).

Raba-Kistner (hereafter referred to as R-K) provides a wide variety of services. Services provided by different R-K companies or different departments therein, to the same Client, occasionally overlap. CLIENT acknowledges that R-K has no obligation to research prior work by R-K for CLIENT or others, or work performed by R-K or others at the proposed project site, regardless of the specific R-K companies, departments or office locations that will be involved in the proposed work.

2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that R-K makes no other warranties or guarantees, expressed or implied, regarding the services set forth herein. CLIENT expressly acknowledges that all of the services provided to it by R-K pursuant to this Agreement are professional services involving only R-K's advice, judgment and opinion. R-K will apply professional judgment in determining the extent to which R-K will comply with any given standard identified in R-K's instruments of professional services. Unless otherwise stated in writing, such compliance, referred to as "general compliance", specifically excludes consideration of any standard listed as a reference in the text of those standards cited by R-K.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. R-K cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include the cost of containerizing any waste or cuttings or their removal from the site. Such materials will be containerized and left at the site.

The results of sample analyses or other information will be used to render a professional opinion regarding the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage,

transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership to said materials.

6. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing of all samples that, in R-K's professional opinion, do not contain materials that are hazardous or potentially hazardous, for 30 days after submission of its report. The samples and residues will be disposed of at the end of the 30 day period.

In the event that in R-K's professional opinion, the samples contain potential constituents of concern, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership of said samples.

8. R-K will be compensated largely on the basis of the time required in rendering these professional services -- not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which, in R-K's professional opinion, might become friable as a result of remodeling activities.

Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials which, in R-K's professional opinion, have the potential for causing the most significant impact.

9. R-K may provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services. In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information. The report and other instruments of service are prepared for, and made available for the sole use of the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

R-K's reports, drawings, plans, specifications, and other project related documents and deliverables are instruments of professional service ("instruments") developed by R-K in

contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. R-K shall be the owner and custodian of the instruments, and shall take appropriate measures to help prevent unauthorized use of them. Accordingly, during development of the scope of service, CLIENT and R-K shall together identify those who, in addition to CLIENT, may use the various instruments and for what purposes, and R-K shall copyright the instruments to make illegal any unauthorized duplication, other reproduction or copying, quotation, or excerption of them.

Parties other than those identified by CLIENT and R-K may apply to use an instrument, using a form prepared by R-K for that purpose. Others' use of an instrument shall be permitted only when CLIENT and R-K both so agree; either shall have the right to forbid use by others. In addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in R-K's professional judgment, such a contingency is necessary.

10. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in this document, or result from acts or omissions of CLIENT. If litigation or threat of litigation ensues not involving R-K, CLIENT agrees to bear the full cost for R-K to comply with applicable State law and any court orders to provide access to R-K's files, personnel, facilities and equipment.
11. The person or entity responsible for performing the Work under the contract for Construction shall be defined as the Contractor. R-K's site safety responsibilities are solely limited to the activities of R-K and R-K's employees on the site. These responsibilities shall not be inferred by any party to mean that R-K has responsibility for site safety for any reason. Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, supervision of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that these responsibilities will be made clear in CLIENT'S agreement with the Contractor; CLIENT'S agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend and hold CLIENT and R-K harmless from any fine, penalty, claim, or liability for injury or loss arising from CLIENT's and R-K's alleged failure to exercise site safety responsibility; and CLIENT'S agreement with Contractor and all Subcontractors shall require the Contractor and Subcontractors to make CLIENT and R-K additional insureds under the Contractor's and all Subcontractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and R-K, and shall hold CLIENT and R-K harmless from claims, losses, and defense arising from the negligence of Contractor or Subcontractor on any tier.
12. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed \$50,000 or R-K's project fee for that portion of R-K's work found to be defective, whichever is greater. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's available general liability insurance coverage of \$1,000,000.
13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after 30 days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
14. If the Client fails to make payments when due or otherwise is in breach of this Agreement, R-K may suspend performance of services upon 7 calendar days' notice to the Client. R-K shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, R-K shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for R-K to resume performance. If the Client fails to make payment to R-K in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by R-K. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by R-K. Payment to R-K for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.
16. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
17. Each provision of this Agreement is intended to be several. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable of any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
18. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

ATTACHMENT II

RABA-KISTNER CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal.....	\$135 to \$205/hour
Professional\$65 to \$190/hour
Auto Cad Operator.....	.\$70 to \$95/hour
Technical/Clerical/Administrative\$38 to \$70/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner (R-K) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$0.50 per mile. Automobiles and light trucks assigned to field sites will be charged at \$50.00 per day, plus \$0.50 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of R-K equipment or for R-K testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

AI-6730

6.F.

**Fire Station Equip. - Palmview
CC REGULAR**

Date: 12/05/2007
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Hidalgo County Precinct No.3 is requesting authority to purchase a pumper/rescue unit with rescue equipment through Hidalgo County's membership and participation with TASB (BuyBoard) awarded vendor Siddons Fire Apparatus in the amount not to exceed \$460,000.00, which includes delivery and co-op fees.

BACKGROUND

Siddons Fire Apparatus is a vendor through BuyBoard Contract # 232-05. HUD authorized Pre-Award Agreement for payment of pumper/rescue unit. The first payment, in the amount of \$150,000.00, will utilize Precinct No. 3 (Palmview) UCP Year 20 (2007) Fire Station/Equipment recaptured funds. The second and final payment utilizing Urban County Program Year 21 (2008) funds will be made upon delivery of the pumper/rescue unit to the City of Palmview. UCP Yr 20 (2007) funds are administered by Precinct No.3 as per Urban County Program Recapture Policy.

Vendor: Siddons Fire Apparatus
Funds Available: \$150,000.00 Year 20 (2007) Pct 3 Fire Station/Equipment (recap. funds)

Fiscal Impact

Attachments

Link: [Equipment Ltr.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 01:54 PM	APRV
2	Ivan Cantu	Ivan Cantu	11/28/2007 02:15 PM	APRV
3	Auditor's Office	Becky Morales	11/30/2007 10:58 AM	NEW-R

Form Started By: Estella Webber
Started On: 11/27/2007 04:23 PM

Final Approval Date: 11/30/2007



U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Community Planning and Development
106 South St. Mary's Suite 405
San Antonio, Texas 78205
Telephone: (210) 475-6820
Fax: (210) 472-6825
www.hud.gov

OCT 1 2007

Ms. Diana Serna
Director
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

SUBJECT: Reimbursement of Pre-Award Costs for the City of Palmview

Dear Ms. Serna,


We are in receipt of your recent correspondence regarding the City of Palmview's request for a waiver to commit "Pre-Award Funds" in the approximate amount of \$433,688 for the purpose of purchasing fire apparatus consisting of a pumper/rescue unit with rescue equipment. This request was prompted by the recent decision of the City of Alton to discontinue fire protection services to the City of Palmview. As a result, the City of Palmview is now seeking to upgrade its own fire protection capabilities in order to adequately serve its residents.

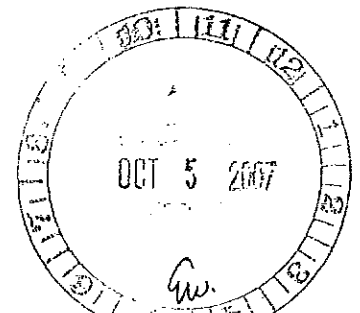
We have reviewed this request and determined that it has met the requirements set forth in 24 CFR 570.200 (h), Reimbursement for Pre-Award Costs. The CDBG program will be reimbursed by the City of Palmview during the next two CDBG program years following the effective date of the grant agreement or amendment in which this activity is first included.

We trust the Palmview Fire Department's capacity to service its expanded rural fire coverage area with a population estimated at 43,000 shall be enhanced with the purchase of this fire apparatus.

If you have any questions regarding this decision, please contact Elva Garcia, Program Manager, at 210-475-6800, ext. 2295.

Sincerely,


John T. Maldonado
Director
Office of Community Planning
And Development



AI-6764

6.G.

**Award bids - H.Rehab
CC REGULAR**

Date: 12/05/2007
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 demolition and reconstruction of two (2) units in the Countywide area in the amount of \$82,000.00 to Rolando's General Construction and one (1) unit in the City of Alamo in the amount of \$47,500.00 to Benchmark Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on October 15 & 23, 2007. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, November 21, 2007 for the reconstruction including demolition of two (2) existing structures in the Countywide area and one (1) in the City of Alamo. A review and tabulation of bids revealed that the following contractors were the lowest bidders, two (2) bids at \$41,000.00 to Rolando's General Construction and \$47,500.00 to Benchmark Construction.
(See Attachments)

Fiscal Impact

Attachments

Link: [H.Rehab bids](#)

Form Routing/Status


Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 03:51 PM	APRV
2	Erika Reyna	Erika Reyna	11/29/2007 10:08 AM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	PEND

Form Started By: Estella Webber
Started On: 11/28/2007 03:16 PM

Final Approval Date: 11/30/2007

URBAN COUNTY PROGRAM

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

Date: November 28, 2007
 Deadline for Action: A.S.A.P.
 Department: HOME PROGRAM
Diana R. Serna, Urban County Director 

Meeting Date Request: December 04, 2007
 Contact Person: DIANA R. SERNA, DIRECTOR
 Phone: (956) 787-8127 Fax: (956) 787-5291



AGENDA:

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of two (2) units in the Countywide area in the amount of \$82,00.00 to Rolando's General Construction and one (1) unit in the City of Alamo in the amount of \$47,500.00 to Benchmark 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 October 15 & 23, 2007. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, November 21, 2007 for the reconstruction including demolition of two (2) existing structures in the Countywide area and one (1) in the City of Alamo. A review and tabulation of bids revealed that the following contractors were the lowest bidders, two (2) bids at \$41,000.00 to Rolando's General Construction and \$47,500.00 to Benchmark Construction.

CONTRACTOR	APPLICANT	CASE NO.	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Rolando's General Construction \$41,000.00	Eva V. Cortez Reconstruct Deferred Loan - Disabled	CW 85-07-22	Countywide Precinct #4	HOME 2006	The West One-half (W1/2) of Lot Twelve (12), Tower Subdivision, adjacent to the Townsite of San Carlos, said subdivision Hidalgo County Texas.
Rolando's General Construction \$41,000.00	Senaida Perez Reconstruct Deferred Loan - Elderly	CW 85-07-20	Countywide Precinct #1	HOME 2006	Lot 7, Block 78, of the Platted Townsite of Hargill, Texas Hidalgo County, Texas.
Benchmark Construction \$47,500.00	Guadalupe Quintero Reconstruct Deferred Loan - Elderly	AM 05-07-01	Alamo Precinct #1	HOME 2006	All of Lot Twenty-One (21), Block Twenty-Six (26), Alamo Townsite Hidalgo County, Texas.

Approval is recommended by staff: HOME Manager  Finance 

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: 11/21//07

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: HIDALGO COUNTY BIDS ON HOUSING REHABILITATION GRANT #M-06-UC-48-0501

NO	Name of Company	Name of Homeowner	TOTAL BID	Bid Bond/Cashier Check
1	Quality Investments	Guadalupe & Maria Quintero	\$54,999.99	Cashier Check
2	Rolando General Construction	Eva Cortez	\$41,000.00	Cashier Check
		Senaida Perez	\$41,000.00	
3	Benchmark Construction	Guadalupe & Maria Quintero	\$47,500.00	Bid Bond
		Eva Cortez	\$44,500.00	
		Senaida Perez	\$44,500.00	
4	G-M-H Construction	Senaida Perez	\$42,800.00	Cashier Check
5	JD Villarreal Construction	Guadalupe & Maria Quintero	\$56,880.00	Bid Bond
		Eva Cortez	\$47,880.00	
		Senaida Perez	\$48,880.00	

AI-6758
HCMPO Chemical Response & Remediation
CC REGULAR

7.A.

Date: 12/05/2007
Submitted By: Gloria Rodriguez, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Discussion, Consideration and Action to approve the proposed non-radioactive hazardous material route designation as prepared for the Hidalgo County Metropolitan Planning Organization by Chemical Response & Remediation Contractors Inc.

BACKGROUND

Fiscal Impact

Attachments

Link: [Route Proposal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 03:56 PM	APRV
2	Dale Kennan	Dale Kennan	11/28/2007 04:04 PM	APRV
3	Auditor's Office	Becky Morales	11/30/2007 11:01 AM	APRV
4	Purchasing Department	Marty Salazar	11/30/2007 12:24 PM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 01:26 PM	APRV

Form Started By: Gloria Rodriguez

Started On: 11/28/2007 02:55 PM

Final Approval Date: 11/30/2007

JD
Salinas III
Hidalgo County Judge

October 28, 2007

Carlos Lopez, Director
Texas Department of Transportation
Traffic Operations Division
125 East 11th Street
Austin, Texas 78701-2483

Dear Mr. Lopez:

Enclosed are eight (8) signed copies of a non-radioactive hazardous material route designation proposal for Hidalgo County, Texas.

Each copy includes a color map of the proposed routes. The proposal is in the form of a report prepared for the Hidalgo County Metropolitan Planning Organization by Chemical Response & Remediation Contractors, Inc., titled, "Hidalgo County Freight and Hazardous Material Movement Study." The report addresses the federal standards listed in 49 CFR §397, Subpart C, and with the Texas Administrative Code, Title 43, Chapter 25, Subchapter F, Rule §25.103.

The report adheres to the process outlined in "Highway Routing of Hazardous Materials: Guidelines for Applying Criteria," U.S. Department of Transportation Federal Highway Administration Publication No. FHWA-HI-97-003, November 1996. The report consists of an overview of the study area, research and methodology, existing non-radioactive hazardous material routes, alternative routes, risk assessment, through routing criteria, additional analysis, public involvement, and conclusions.

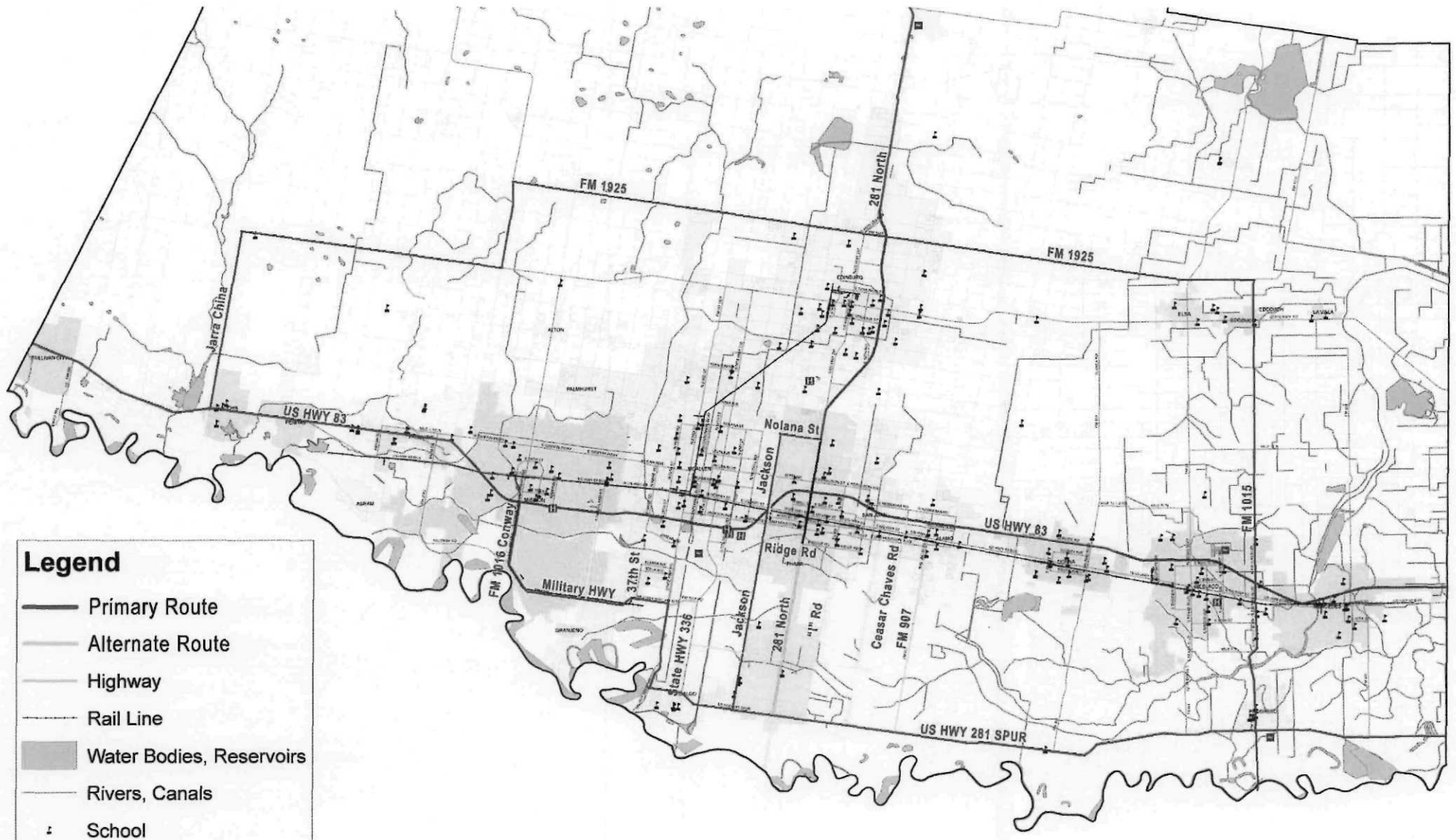
We will appreciate receiving prompt notification of the status of this proposal to designate non-radioactive hazardous material routes.

Thank you for your time and consideration.

Sincerely yours,

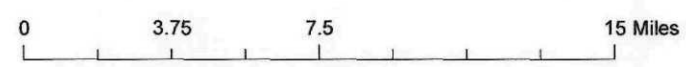
J.D. Salinas, III
Hidalgo County Judge

cc: Amadeo Saenz, Jr.
TXDOT Executive Director



Legend

- Primary Route
- Alternate Route
- Highway
- Rail Line
- Water Bodies, Reservoirs
- Rivers, Canals
- School
- Hospital
- Teir II Reported



AI-6770
resolution
CC REGULAR

7.B.

Date: 12/05/2007
Submitted By: Sylvia Sanchez, DRAINAGE DISTRICT
Submitted For: Sylvia Sanchez
Department: DRAINAGE DISTRICT

Information

CAPTION

Resolution for the Commissioners' Court of Hidalgo County and the Undersigned Respective Municipalities Within Hidalgo County; authorizing the construction & rehabilitation of flood control levees with respect to alternative approaches for securing the United States-Mexican border.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/30/2007 01:35 PM	APRV
2	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Sylvia Sanchez
Started On: 11/28/2007 03:43 PM
Final Approval Date: 11/30/2007

AI-6753
Planning Department
CC REGULAR

8.A.

Date: 12/05/2007
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. Preliminary Approval:
 - a. Eduardo's No. 5 Subdivision - Pct. 3 (Aniceto Izaguirre)(Bentsen Palm Dr. & Mile 10 Rd)
 - b. Eduardo's No. 6 Subdivision - Pct. 3 (Aniceto Izaguirre)(Bentsen Palm Dr. & Mile 10 Rd)
2. Final Approval:
 - a. Promesa Heights Subdivision - Pct. 4 (Jose Villarreal)(Valverde Rd & Roosevelt Rd)
 - b. Aguinaga Subdivision - Pct. 4 (Encarnacion Aguinaga)(Monte Cristo Rd & Jackson Rd)
3. Final Approval with Financial Guarantee:
 - a. C & F Subdivision - Pct. 3 (Fernando Perez)(Goodwin Rd & Mile 3 North Rd)
4. Release of Letter of Credit:
 - a. Pueblo de Palmas Ph. 8 Subdivision - Pct. 3 (Gary Frisby)

BACKGROUND

Fiscal Impact

Attachments

Link: [Eduardo's 5 Subd. - Preliminary](#)
Link: [Eduardo's 5 - P Plat](#)
Link: [Eduardo's 6 Subd. - Preliminary](#)
Link: [Eduardo's 6 - P Plat](#)
Link: [Promesa Hts. - Final](#)
Link: [Promesa Hts. - F Plat](#)
Link: [Aguinaga Subd. - Final](#)
Link: [Aguinaga - F Plat](#)
Link: [C & F Subd. - Final](#)

Link: [C & F - F Plat](#)

Link: [Pueblo de Palmas 8:
release](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 03:52 PM	APRV
2	Rey Salazar	Rey Salazar	11/29/2007 02:24 PM	APRV
3	Auditor's Office	Becky Morales	11/30/2007 11:08 AM	APRV
4	Purchasing Department	Marty Salazar	11/30/2007 12:24 PM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 01:26 PM	APRV

Form Started By: Nora Cavazos

Started On: 11/28/2007 02:21
PM

Final Approval Date: 11/30/2007



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: December 4, 2007

RE: **Eduardo's No. 5 Subdivision– Pct. 3**
Preliminary Approval

Eduardo's No. 5 is a forty nine (49) lot subdivision located on the East side of Bentsen Palm Drive and 1197 feet South of Mile 10 Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 30, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

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

Sanitary Services will be provided by OSSF.

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

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

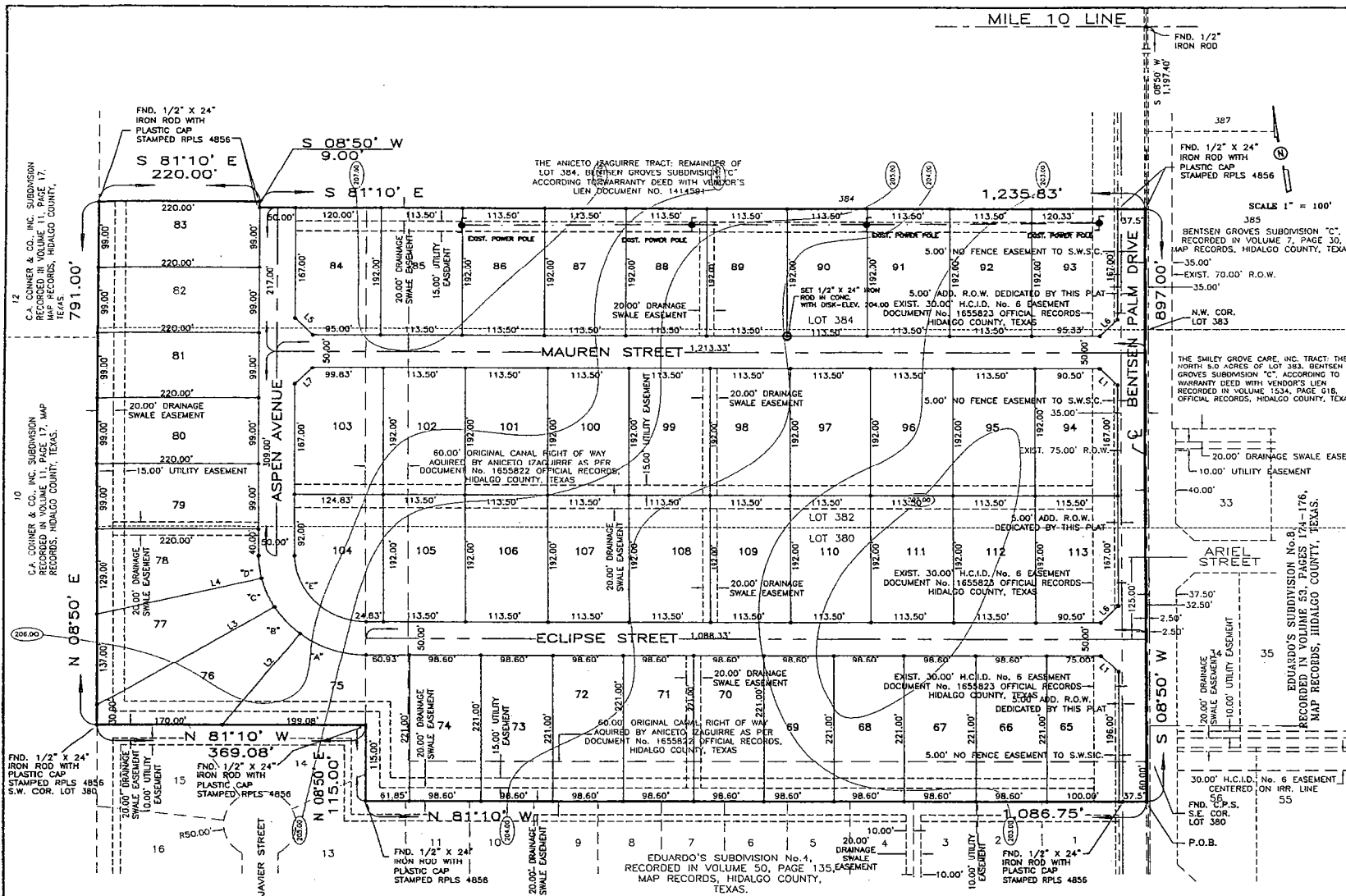
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **November 28, 2007** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: Eduardos No.5 2nd Review Page 1 of 1

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

Item Log #	Description of Item	Date	Logger's Initials
A	<u>1ST SHEET COMMENTS:</u> Provide site plat for lot 75 showing approximate location of structure and OSSF.	11-08-07	CP
B	As per index to sheet description please add the subdivider certificate and statement for sheet 2.	“	“
C	<u>PLAT NOTES:</u> 6] Provide new modify plat note restriction to read; <i>“18 inches above center line of street and 18 inches above natural ground.”</i>	“	“
D	<u>2ND SHEET COMMENTS:</u> Provide correct subdivider certificate and statement to coincide with sewage engineering report.	“	“
E	<u>3RD SHEET COMMENTS:</u> Submit 30 year letter, construction cost estimates, and letter of credit prior to final review.	“	“
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		



EDUARDO'S SUBDIVISION No.5

A 29.050 ACRE TRACT OF LAND BEING ALL OF LOTS 380, 382, PART OF LOT 384, AND OUT OF HIDALGO COUNTY IRRIGATION DISTRICT NO.6 CANAL LATERAL 4-B13, BENTSEN GROVES SUBDIVISION "C", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414591 AND 1589407, AND DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1655822, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
 A 29.050 ACRE TRACT OF LAND BEING ALL OF LOTS 380, 382, PART OF LOT 384, AND OUT OF HIDALGO COUNTY IRRIGATION DISTRICT NO.6 CANAL LATERAL 4-B13, BENTSEN GROVES SUBDIVISION "C", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414591 AND 1589407, AND DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1655822, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
 BEGINNING AT A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF BENTSEN PALM DRIVE FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 08° 50' W, 60.00 FEET FROM THE SOUTHWEST CORNER OF LOT 380.
 THENCE: N 81° 10' W, ALONG THE SOUTH LINE OF HIDALGO COUNTY IRRIGATION DISTRICT NO.6 CANAL LATERAL 4-B13, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 1,086.75 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF HIDALGO COUNTY IRRIGATION DISTRICT NO.6 CANAL LATERAL 4-B13 FOR AN EXTERIOR CORNER OF THIS TRACT.
 THENCE: N 08° 50' E, ALONG THE WEST LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO.6 CANAL LATERAL 4-B13, A DISTANCE OF 115.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF LOT 380 AND AN INTERIOR CORNER OF THIS TRACT.
 THENCE: N 81° 10' W, ALONG THE SOUTH LINE OF LOT 300, A DISTANCE OF 309.00 FEET (MAP RECORD: 309.10 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF LOT 380 AND THE SOUTHWEST CORNER OF THIS TRACT.
 THENCE: N 08° 50' E, ALONG THE WEST LINE OF LOTS 380, 382 AND 384, A DISTANCE OF 791.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.
 THENCE: S 81° 10' E, A DISTANCE OF 220.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.
 THENCE: S 08° 50' W, A DISTANCE OF 9.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.
 THENCE: S 81° 10' E, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,203.33 FEET FOR THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 1,235.83 FEET TO COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 384 AND WITHIN THE RIGHT OF WAY OF BENTSEN PALM DRIVE FOR THE NORTHEAST CORNER OF THIS TRACT.
 THENCE: S 08° 50' W, ALONG THE EAST LINE OF LOTS 380, 382 AND 384, PARALLEL TO AND 2.50 FEET WEST OF THE CENTERLINE OF BENTSEN PALM DRIVE, A DISTANCE OF 897.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.050 ACRES OF LAND MORE OR LESS.
 BEARINGS ARE IN ACCORDANCE WITH EDUARDO'S SUBDIVISION No.4, RECORDED IN VOLUME 50, PAGE 135, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

I, ANICETO IZAGUIRRE, A MARRIED PERSON, AS OWNER OF THE 29.050 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S SUBDIVISION No.5, HEREBY SUBSCRIBE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DELEGATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
 (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
 (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
 (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
 (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
 I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

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

DATE _____

STATE OF TEXAS
 COUNTY OF HIDALGO

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

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

LILA A. QUINTANILLA
 Notary Public, State of Texas
 My Commission Expires _____

LILA A. QUINTANILLA - NOTARY PUBLIC

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EDUARDO'S SUBDIVISION No.5 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

Hidalgo County Judge _____ date _____

ATTEST: _____ date _____

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

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

Hidalgo County Clerk _____

STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THIS THE _____ DAY OF _____, 2007.

ALFONSO QUINTANILLA
 R.P.L. No. 4856

OCTOBER 14, 2004 DATE

PLAT NOTES AND RESTRICTIONS:

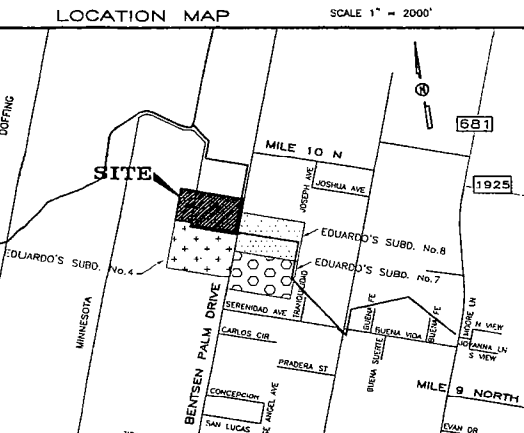
- FLOOD ZONE STATEMENT:
 FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN. COMAUNIT-PANEL No. 480334 6000 D EFFECTIVE DATE: JUNE 8, 2000.
 THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAN, C.F.N. 480334 (3000 D, EFFECTIVE DATE: JUNE 8, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAN ADMINISTRATOR DETERMINES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAN.
 CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- SETBACKS:
 FRONT: _____ 25.00 FEET
 REAR: _____ 25.00 FEET
 SIDE: _____ 6.00 FEET
 CORNER SIDE: _____ 10.00 FEET
 OR EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.
- LENDING -- DENOTES 1/2" X 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, B.M. No. 1 ELEV= 202.19 C.P.S. FOUND 60.00 FEET NORTH OF THE SOUTHWEST CORNER OF THIS SUBDIVISION.
 N.A.V.D. 88 DATUM.
 B.M. No. 2: ELEVATION 204.00 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE SOUTHWEST CORNER OF LOT 80.
- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 88,861.72 CUBIC FEET (2.08 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.
- 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 TREES, BUILDINGS, FENCES, 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.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF TREES, BUILDINGS, FENCES, SHEDS, TRAILS, 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.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
 THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH THE ANICETO IZAGUIRRE TRACT, REMAINDER OF LOT 384, BENTSEN GROVES SUBDIVISION "C", ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414591 AND 1589407, AND DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1655822, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
 A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
 B. SEPARATE RECORD SHALL BE SUBMITTED FOR COMMERCIAL USE.
 C. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITHIN EACH WATER SUPPLY.
 D. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
 E. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTION DRAINAGE SYSTEM.
 F. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
- ANICETO IZAGUIRRE, THE OWNER & SUBDIVIDER OF EDUARDO'S SUBDIVISION No. 5, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. _____ OF THIS PLAT.
- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 10.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.I.D. No. 6 DISTRICT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.
- NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW DRAINAGE PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
- NO PERMANENT STRUCTURES, (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
- NO ACCESS ONTO BENTSEN PALM DRIVE FROM LOTS 65, 93, 94 & 113 UNLESS THESE LOTS ARE USED FOR COMMERCIAL ONLY.
- LOTS 65, 93, 94 & 113 HAVE A 5.00' NO FENCE EASEMENT TO SHARPLAND WATER SUPPLY CORPORATION.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
 EDUARDO'S SUBDIVISION No. 5 IS LOCATED IN WEST HIDALGO COUNTY ON THE EAST SIDE OF BENTSEN PALM DRIVE AND 1,197.40 FEET SOUTH OF MILE 10 LINE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 80,146). EDUARDO'S SUBDIVISION No. 5 LIES APPROXIMATELY 6.50 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S FIVE-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRECINCT 3.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER:	ANICETO IZAGUIRRE	500 SOLAR DRIVE	MISSION, TX 78574	(956) 789-0619
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480 (956) 381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480 (956) 381-0527



INDEX OF SHEETS

- SHEET 1- HEADLINE INDEX, LOCATION MAP AND ETC. PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION METES AND BOUNDS SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ENGINEER'S CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 6 CERTIFICATION, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATION, ATTESTATION, COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY HEALTH DEPARTMENT, RIGHT OF WAY DEPARTMENT; REVISION NOTES.
- SHEET 2- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); REVISION NOTES.
- SHEET 3- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.

LINE DATA TABLE

LOT	AREA (S.F.)	AC.
65	21,787.50	0.500
66-74	21,780.60	0.500
75	31,710.30	0.728
76	23,268.30	0.534
77	21,831.91	0.501
78	22,609.37	0.519
79-83	21,780.00	0.500
84	22,727.50	0.522
85-92	21,792.00	0.500
93	22,790.86	0.523
94	21,863.50	0.502
95-102	21,792.00	0.500
103	23,654.86	0.543
104	21,821.34	0.501
105-112	21,792.00	0.500
113	21,863.50	0.502

CURVE DATA TABLE

CURVE	Δ	RADIUS	LENGTH
"A"	37°59'55"	150.00'	99.48'
"B"	20°35'03"	150.00'	53.99'
"C"	17°53'31"	150.00'	46.84'
"D"	13°31'30"	150.00'	35.41'
"E"	80°00'00"	100.00'	157.08'

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

SECRETARY _____ PRESIDENT _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (EDUARDO'S SUBDIVISION No. 5) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (EDUARDO'S SUBDIVISION No. 5) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

STATE OF TEXAS
 COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
 P.E. No. 95534

11-15-07 DATE



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: December 4, 2007

RE: **Eduardo's No. 6 Subdivision– Pct. 3**
Preliminary Approval

Eduardo's No. 6 is a forty nine (49) lot subdivision located on the East side of Bentsen Palm Drive and 329 feet South of Mile 10 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 30, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

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

Sanitary Services will be provided by OSSF.

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

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **November 28, 2007** subject to staff comments and future recommendations by Planning and other departments.

**LOG OF ITEMS LACKING
DURING SUBDIVISION REVIEW**

Name of Subdivision: Eduardos Subdivision No.6 1st Review Page 1 of 2

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

Item Log #	Description of Item	Date	Logger's Initials
A	<u>1ST SHEET COMMENTS:</u> Is the 30.0 HCID No. 6 easement along the east and north of this subdivision being dedicated by plat? Please label or if existing provide document number.	11-07-07	CP
B	Provide street names and verify them with the 911 department	"	"
C	Label distance between street intersections.	"	"
D	Show the existing irrigation canal and easement running thru lots 122, 154, 151, and 134. Label if easement will be abandoned by this plat. Also show and label existing irrigation easement running along the north side.	"	"
E	Please label existing right of way of Bentsen Palm Dr. also label additional right of way dedicated by plat.	"	"
F	<u>PLAT NOTES:</u> 5) correct minimum finish floor note (see attachments) 6) provide a 2 nd permanent bench mark on concrete slab with disk 7) provide drainage detention calculations. Complete these plat notes (see attachments) 14) all public utilities.... 15) off-street parking lot site plan.....	"	"
G	<u>METES AND BOUNDS:</u> Label point of beginning and all monuments on drawing as per metes and bounds	"	"
H	Provide Right of Way and Health Department certifications (see attachments)	"	"
I	Index to sheet add ROW and Health certification to Sheet 1 and Subdivider certificate and statement to Sheet 2	"	"
J	<u>2ND SHEET COMMENTS:</u> <u>Water engineering report:</u> Correct lot numbers Provide total cost of installations and sum paid to SWSC.	"	"
K	<u>Sewer engineering report:</u> Show lots where test bores were made Provide total installation cost for sewer	"	"
L	On engineer certifications show all total costs for water improvements and septic system installations	"	"
M	All modification on water and sewer reports should be reflected on the Spanish version.	"	"
N	Correct subdivider statement to coincide with sewer engineer report	"	"
O	Complete cost estimate chart on sheet 2 and 3	"	"

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: Eduardos Subdivision No.6 1st Review Page 2 of 2

P	3RD SHEET COMMENTS: Provide contour lines, spot topography and extend topography approximately 500 ft from property line.	“	“
Q	Show street grading(top of curbs, high point elevations)	“	“
R	Show natural ground water flow arrows.	“	“
S	Label road conditions and dimension width	“	“
T	Delete spillway detail they do not apply to this subdivision.	“	“
U	Submit the a set of plans to the right of way department for their review and clearance.	“	“
V	Please submit the NOI applications, engineer construction cost estimates for all improvements and the 30 year letter agreement to our office	“	“
	Plat is subject to additional comments from Planning, Right of Way, Health, and HCDD No. 1 prior to consideration for final approval.		

**SUBDIVISION PLAT OF :
EDUARDO'S SUBDIVISION No. 6**

A 28,964 ACRE TRACT OF LAND BEING PART OF LOT 384, ALL OF LOTS 386 AND 388, THE SOUTH HALF OF LOT 390, AND OUT OF HIDALGO COUNTY IRRIGATION DISTRICT No.6 CANAL LATERAL 4-813, BENTSEN GROVES SUBDIVISION "C", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414591 AND 1589407, AND DEED WITHOUT WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1655822, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

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

I, ANICETO IZAGUIRRE, A MARRIED PERSON, AS OWNER OF THE 43.082 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EDUARDO'S SUBDIVISION No. 6, HEREBY SUBDUCE THE LAND AS SHOWN IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS DEPICTED HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

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

METES AND BOUNDS
EDUARDO'S SUBDIVISION No. 6
A 28,964 ACRE TRACT OF LAND BEING PART OF LOT 384, ALL OF LOTS 386 AND 388, THE SOUTH HALF OF LOT 390, AND OUT OF HIDALGO COUNTY IRRIGATION DISTRICT No.6 CANAL LATERAL 4-813, BENTSEN GROVES SUBDIVISION "C", HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 30, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414591 AND 1589407, AND DEED WITHOUT WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1655822, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF BENTSEN PALM DRIVE FOR THE NORTHEAST CORNER OF THE GUILERMINA GARCIA TRACT (THE NORTH HALF OF LOT 390, BENTSEN GROVES SUBDIVISION "C", ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 974452, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 08° 50' W, 156.00 FEET FROM THE NORTHEAST CORNER OF LOT 384:

THENCE S 08° 50' W, ALONG THE EAST LINE OF LOTS 384, 386, 388 AND 390, PARALLEL TO AND 2.50 FEET WEST OF THE CENTERLINE OF BENTSEN PALM DRIVE, A DISTANCE OF 868.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE N 81° 10' W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 32.50 FEET FROM THE WEST RIGHT OF WAY LINE OF BENTSEN PALM DRIVE, A TOTAL DISTANCE OF 1,235.83 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE N 08° 50' E, A DISTANCE OF 9.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE N 81° 10' W, A DISTANCE OF 220.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE F LOT 384 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE S 81° 10' E, ALONG THE WEST LINE OF LOTS 384, 386, 388 AND 384, A DISTANCE OF 859.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR SOUTHWEST CORNER OF THE GUILERMINA GARCIA TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE S 81° 10' E, ALONG THE SOUTH LINE OF THE GUILERMINA GARCIA TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 1,423.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 28,964 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH EDUARDO'S SUBDIVISION No. 4, RECORDED IN VOLUME 50, PAGE 115, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE EDUARDO'S SUBDIVISION No. 6, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____ DATE

[Signature] 11-16-07
ALFONSO QUINTANILLA
P.E. No. 05301

STATE OF TEXAS
COUNTY OF HIDALGO

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

[Signature] 11-16-07
ALFONSO QUINTANILLA
P.E. No. 05301

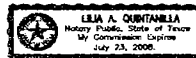
- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICE WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
- NO ACCESS ONTO BENTSEN PALM DRIVE FROM LOTS 114, 142 & 162 UNLESS THESE LOTS ARE USED FOR COMMERCIAL ONLY.
- LOTS 114, 142, 143 & 162 HAVE A 5.00' NO FENCE EASEMENT TO SURROUND WATER SUPPLY CORPORATION.

ANICETO IZAGUIRRE
300 SOLAR DRIVE,
MISSION, TX 78574
(956) 789-0619

STATE OF TEXAS
COUNTY OF HIDALGO

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

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



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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EDUARDO'S SUBDIVISION No. 6 was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge _____ date _____
Hidalgo County Clerk _____ date _____

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

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

Hidalgo County Clerk _____ date _____

THIS PLAT IS HEREBY REVIEWED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NUMBER SIX SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE ELDEST IRRIGATION DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE PROPERLY OWNED TO INSTALL SUCH FACILITIES. BUILDINGS SHALL NOT BE CONSTRUCTED ON TOP OF IRRIGATION DISTRICT PIPELINES.

DATED THIS THE _____ DAY OF _____ 20__

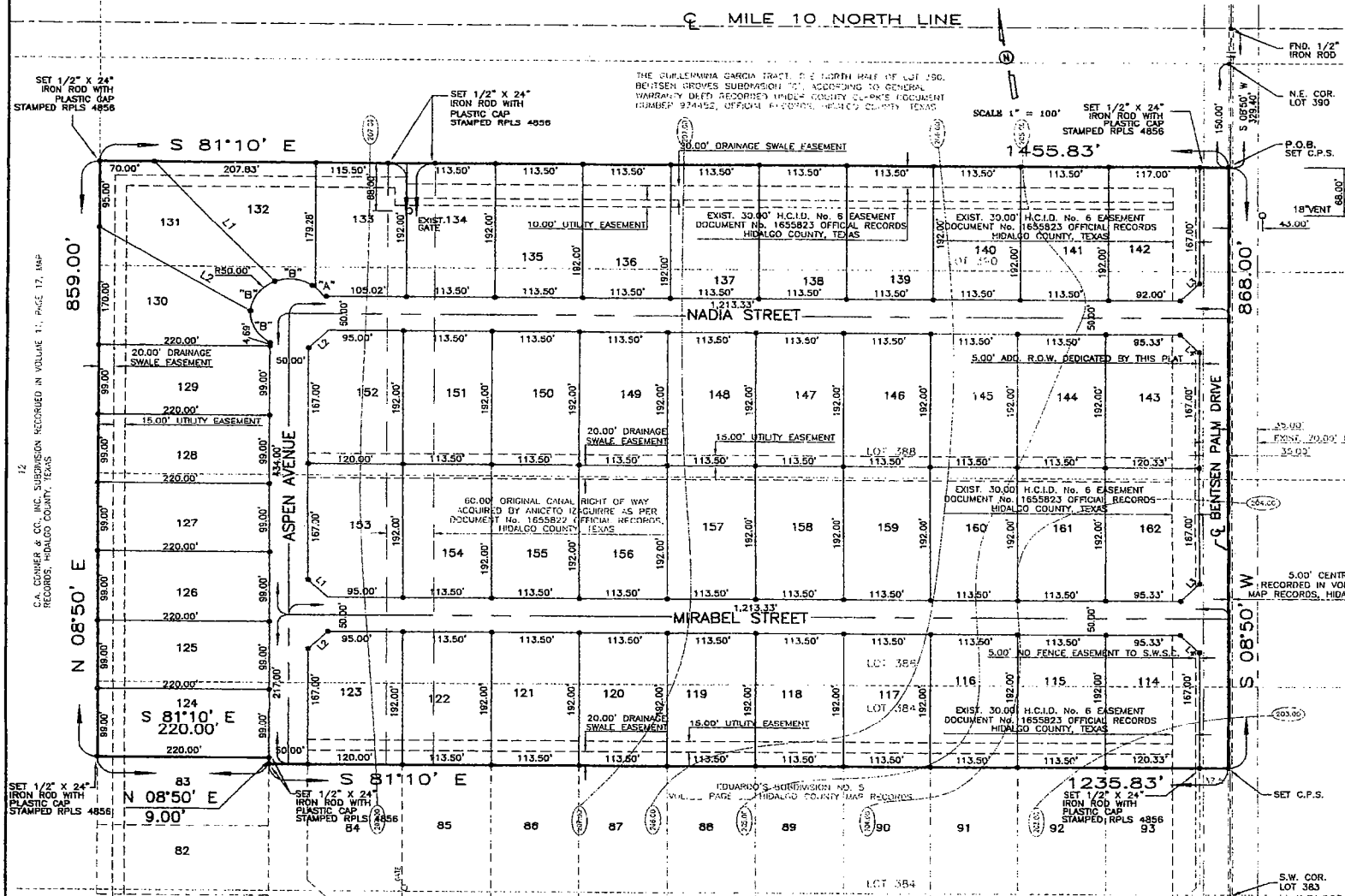
ATTEST:

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR

SECRETARY

HIDALGO COUNTY RIGHT OF WAY DIRECTOR

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR



LINE DATA TABLE

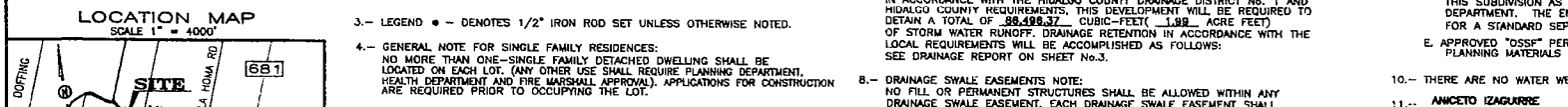
CURVE	BEARING	LENGTH
L1	N 38°10'00" W	35.36'
L2	N 53°50'00" E	35.36'
L3	S 53°50'00" W	35.36'
L4	S 38°10'00" E	35.36'

CURVE DATA

CURVE	Δ	RADIUS	LENGTH
A	18°57'32"	50.00'	18.84'
B	63°40'49"	50.00'	35.37'

PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY PANEL No. 480334 0300 D
EFFECTIVE DATE: JUNE 6, 2006
- THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
C.P.M. 480334 0300 D, EFFECTIVE DATE: JUNE 6, 2006 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- SETBACKS:
FRONT 25.00 FEET
REAR 25.00 FEET
SIDE 8.00 FEET
CORNER SIDE 10.00 FEET
OR EASEMENT WHICHEVER IS GREATER
- LEGEND ● - DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
- 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 OCCUPANCY OF THE LOT.
- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No. 1 ELEV. = 205.57 C.P.S. FOUND ON SOUTHWEST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No. 2 - ELEVATION 205.70 LOCATED ON 1/2" IRON ROD SET IN CONCRETE W/ DISK ON THE SOUTHWEST CORNER OF LOT 158. N.A.V.D. 88 DATUM.
- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 38,498.37 CUBIC-Feet (1.88 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.
- 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.
- NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" HIGHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
- ANICETO IZAGUIRRE, THE OWNER & SUBDIVIDER OF EDUARDO'S SUBDIVISION No. 6, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
- 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" HIGHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.



EDUARDO'S SUBDIVISION No. 6 IS LOCATED IN WEST HIDALGO COUNTY ON THE EAST SIDE OF BENTSEN PALM DRIVE AND 329.00 FEET SOUTH OF MILE 10 NORTH ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 60,146). EDUARDO'S SUBDIVISION No. 6 LIES APPROXIMATELY 8.50 MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S FIVE-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRECINCT 3.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: ANICETO IZAGUIRRE	500 SOLAR DRIVE	MISSION, TX 78574	(956) 789-0619	(956) 583-3161
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0527

SHEET NO. 1
OF 3 SHEETS

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
SEPT 27 2007	M. QUINTANILLA		
DATE REVIEWED	REVIEWED BY	CHECKED BY	APPROVED BY

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

PHONE 956-381-6480
FAX 956-381-0527

INDEX OF SHEETS

SHEET	DESCRIPTION
SHEET 1-	HEADING INDEX: LOCATION MAP AND ETC. PRINCIPAL CONTACTS: MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES (METES AND BOUNDS); OWNER'S DEDICATION, CERTIFICATION, ENGINEER'S CERTIFICATION; HIDALGO COUNTY IRRIGATION DISTRICT No. 6 CERTIFICATION; HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATION; ATTESTATION COUNTY CLERK'S RECORDING CERTIFICATE; RIGHT-OF-WAY CERTIFICATE; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; REVISION NOTES.
SHEET 2-	ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER STATEMENT A CERTIFICATED REVISION NOTES.
SHEET 3-	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE MAP OF TOPOGRAPHY OF DRAINAGE AND ENGINEERING CERTIFICATION; REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: December 4, 2007

RE: **Promesa Heights Subdivision – Pct. 4**
Final Approval

Promesa Heights Subdivision is a thirteen (13) lot subdivision located Northwest of Valverde Road and Roosevelt Road intersection.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 29, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

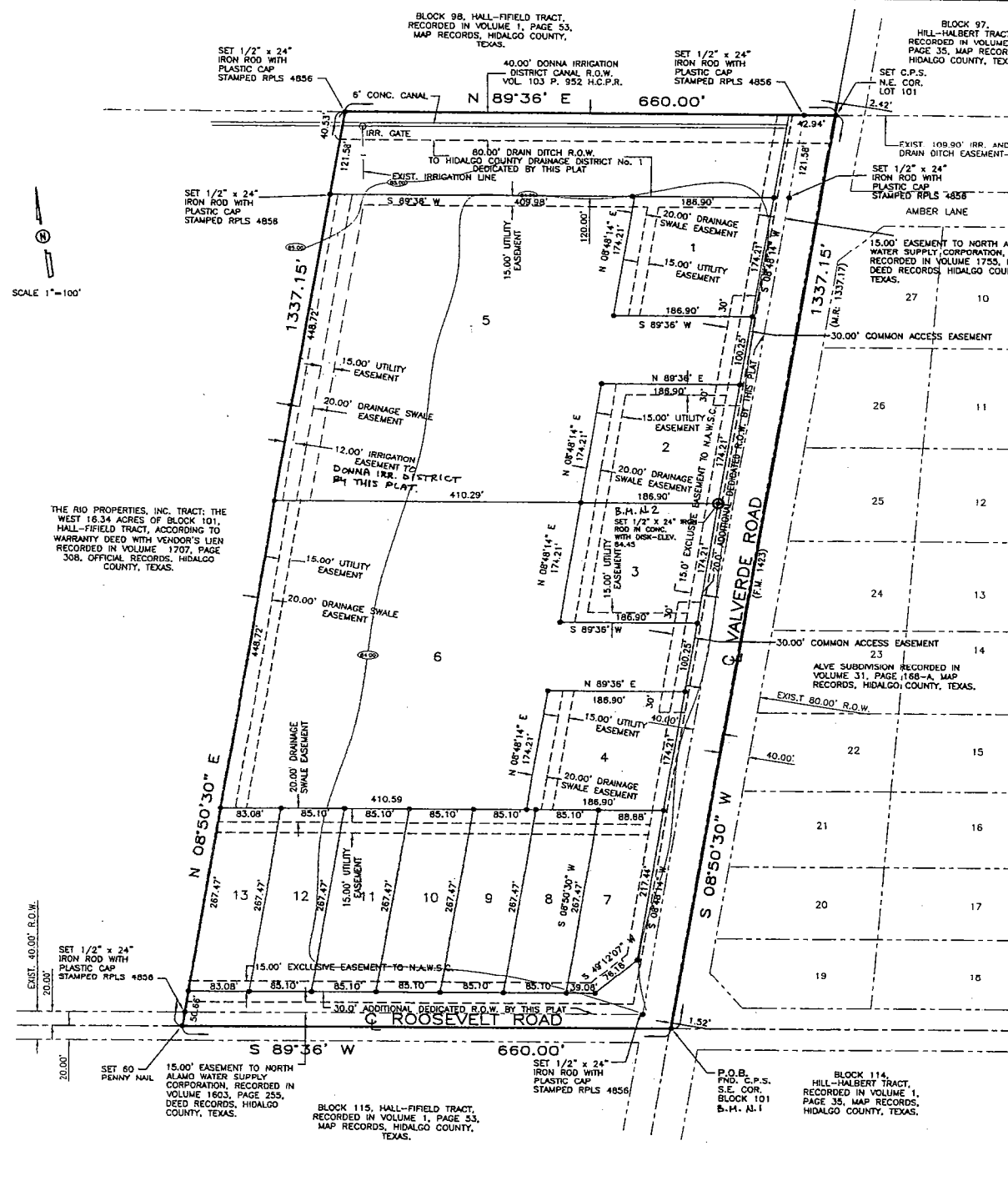
The proposed subdivision plat will dedicate twenty (20) feet on Valverde Road and thirty (30) feet on Roosevelt Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose A. Gonzalez and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing twelve (12) inch waterline on Valverde Road and an eight (8) inch waterline on Roosevelt Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on July 24, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **November 28, 2007**.



- ### PLAT NOTES AND RESTRICTIONS:
- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C"
AREA OF HAZARDOUS (NO SHADING)
COMMUNITY-PANEL NUMBER 480334 0425 C
PLUM. CL. 48-48-0425 C, EFFECTIVE DATE: NOVEMBER 18, 1982 OF COUNTY, TEXAS, AND THE LOCAL FLOOD PLAN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127). ADDITIONALLY, NO DEVELOPMENT MAY OCCUR WITHIN ANY OF THE 100-YEAR FLOOD PLAIN UNLESS ADEQUATE PUBLIC FACILITIES AND IMPROVEMENTS HAVE BEEN MADE FOR DRAINAGE, WATER, SEWERAGE, AND STREETS.
 - LEEDS4 = DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.
 - 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 OCCUPANCY OF THE LOT.
 - MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER OF STREET OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
 - SETBACKS:
FRONT: 50.00 FEET
REAR: 15.00 FEET
SIDE: 15.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES
 - BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, B.M. ELEV. = 84.51 C.P.S. FOUND AT THE SOUTHWEST CORNER OF THIS SUBDIVISION, N.A.V.D. 88 DATUM.
B.M. No.2 - ELEVATION, 84.45 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHEAST CORNER OF LOT 3, N.A.V.D. 88 DATUM.
 - DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 32,000 CUBIC-Feet LOB ACRES FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET NO. 3.
 - NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW GROWING TREES AND SHRUBS). FENCES, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.
 - AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR A COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
 - EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
 - ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MOOD SUBDIVISION RULES. BY SIGNING THIS DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN CONFORM WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
 - THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
 - RETURNS 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.
PROMESA HEIGHTS
JOSE VILLAREAL THE OWNER & SUBDIVIDER OF SUBDIVISION
 - ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THE SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLES WITH THE MINIMUM 21,700 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND DISCREPANCIES WILL BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF A LOT.
 - 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.
 - LOTS 1-8 SHALL BE FOR RESIDENTIAL AND/OR COMMERCIAL USE.
 - LOTS 9-13 SHALL BE FOR RESIDENTIAL USE.
 - LOTS 1 THRU 13 SHALL HAVE TWO COMMON DRIVEWAY ACCESS.
 - TWO-TOOT PERMITS FOR UTILITY, AND DRIVEWAY ARE REQUIRED FOR THIS SUBDIVISION LOT PRIOR TO CONSTRUCTION OF DRIVEWAY ACCESS ON TO FM 1423 (VALVERDE ROAD) AND ISSUANCE OF THE BUILDING PERMIT FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

SUBDIVISION PLAT OF: PROMESA HEIGHTS SUBDIVISION

A 20.259 ACRE (DEED RECORD: 20.00 ACRES) TRACT OF LAND BEING THE EAST 20.259 ACRE (DEED RECORD: 20.00 ACRES) OF BLOCK 101, HALL-FIELD TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1757990, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 20.259 ACRE (DEED RECORD: 20.00 ACRES) TRACT OF LAND BEING THE EAST 20.259 ACRES (DEED RECORD: 20.00 ACRES) OF BLOCK 101, HALL-FIELD TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1757990, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF ROOSEVELT ROAD AND WITHIN THE RIGHT OF WAY OF F.M. 1423 (VALVERDE ROAD) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: S 89°36'W, ALONG THE SOUTH LINE OF BLOCK 101 AND THE CENTERLINE OF ROOSEVELT ROAD, PASSING AT 15.22 FEET THE CENTERLINE OF F.M. 1423 (VALVERDE ROAD), A TOTAL DISTANCE OF 660.00 FEET TO A 60 PENNY NAIL SET FOR THE SOUTHWEST CORNER OF THE RIO PROPERTIES, INC. (THE WEST 16.34 ACRES OF BLOCK 101, HALL-FIELD TRACT, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1707, PAGE 308, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 08°50'30"E, ALONG THE EAST LINE OF THE RIO PROPERTIES, INC. TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED R.P.L.S. 4856 SET AT 20.28 FEET FOR THE NORTH RIGHT OF WAY LINE OF ROOSEVELT ROAD, PASSING 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED R.P.L.S. 4856 SET AT 1,215.37 FEET FOR THE SOUTH LINE OF F.M. 1423 (VALVERDE ROAD), PASSING AT 1,298.82 FEET THE SOUTH LINE OF A 40.00 FOOT DONNA IRRIGATION DISTRICT CANAL RIGHT OF WAY, A TOTAL DISTANCE OF 1,337.15 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED R.P.L.S. 4856 SET ON THE NORTH LINE OF BLOCK 101 FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: N 89°36'E, ALONG THE NORTH LINE OF BLOCK 101, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED R.P.L.S. 4856 SET AT 20.28 FEET FOR THE WEST RIGHT OF WAY LINE OF F.M. 1423 (VALVERDE ROAD), PASSING AT 657.58 FEET THE CENTERLINE OF F.M. 1423 (VALVERDE ROAD), A TOTAL DISTANCE OF 660.00 FEET TO A COTTON PICKER SPINDLE SET WITHIN THE RIGHT OF WAY OF F.M. 1423 (VALVERDE ROAD) FOR THE NORTHEAST CORNER OF BLOCK 101 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 08°50'30"W, ALONG THE EAST LINE OF BLOCK 101, AND WITHIN THE RIGHT OF WAY OF F.M. 1423 (VALVERDE ROAD), A DISTANCE OF 1,337.15 FEET (MAP RECORD: 1,337.17 FEET) TO THE POINT OF BEGINNING AND CONTAINING 20.259 ACRES (DEED RECORD: 20.00 ACRES) OF LAND MORE OR LESS.
BEARINGS ARE IN ACCORDANCE WITH ALDE SUBDIVISION, RECORDED IN VOLUME 31, PAGE 168-A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

Alfonso Quintanilla
ALFONSO QUINTANILLA
R.P.L.S. NO. 4856
APRIL 16, 2007
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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



Alfonso Quintanilla
ALFONSO QUINTANILLA
P.E. NO. 95534
9-14-07
DATE

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

I, JOSE VILLAREAL, AS OWNER OF THE 20.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROMESA HEIGHTS SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

Jose Villareal
JOSE VILLAREAL
3516 E. ROOSEVELT RD.
DONNA, TX 78537
9-18-07
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

Given under my hand and seal of office this 16th day of September, 2007.

Lula A. Quintanilla
LULA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires July 23, 2008
LULA A. QUINTANILLA - Notary Public

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE PROMESA HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

Hidalgo County Judge _____ date
Hidalgo County Clerk _____ date

COUNTY CLERK'S RECORDING CERTIFICATE

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

Hidalgo County Clerk

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE PROMESA HEIGHTS SUBDIVISION WAS RECEIVED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA ON NOVEMBER 6, 2007.

Ricardo Morales
Ricardo Morales 11-6-07
Mayor of the City of DONNA Date
Marty Alvarez
Marty Alvarez 11-6-07
Attest: Clerk of the City of DONNA Date

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT PROMESA HEIGHTS SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SAID COMMISSION.

DATED THIS 16th DAY OF NOVEMBER, 2007.

ATTEST: *Priscilla Campos* SECRETARY
David M. ... CHAIRMAN PLANNING COMMISSION

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS 20th DAY OF September, 2007.

Clarene Wally SECRETARY
Rosebud Burton PRESIDENT

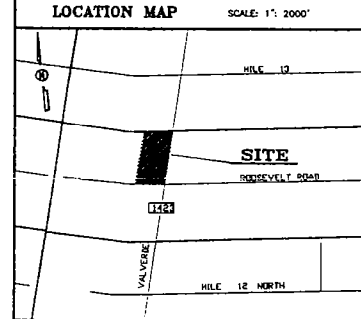
NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

INDEX OF SHEETS

SHEET	DESCRIPTION
SHEET 1-	HEADING INDEX: LOCATION MAP AND ITS PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS) ENGINEER AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, CITY OF DONNA CERTIFICATE; ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE H.C.D. No. 1, DONNA IRRIGATION DISTRICT, NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT REVISION NOTES.
SHEET 2-	ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), WATER & OSSF DISTRIBUTION LAYOUT TYPICAL WATER SERVICE CONNECTION, OWNERS DEDICATION CERTIFICATION AND ATTESTATION REVISION NOTES.
SHEET 3-	DRAINAGE REPORT INCLUDING DESCRIPTION OF USAGE MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION: CONSTRUCTION DETAILS REVISION NOTES.

LOT	AREA (S.F.)	AREA (AC)
1-4	32,140.99	0.74
5	209,143.64	4.80
6	200,277.44	4.60
7	22,253.78	0.51
8-12	22,457.48	0.52
13	21,934.40	0.50



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
PROMESA HEIGHTS SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY AT THE NORTHEAST CORNER OF VALVERDE ROAD (F.M. 1423) AND ROOSEVELT ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846). PROMESA HEIGHTS SUBDIVISION LIES APPROXIMATELY 3.02 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS WITHIN THE CITY'S FIVE-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. IT LIES IN PCT. 4.

PRINCIPAL CONTACTS:
Name _____
Address _____
City & Zip _____
Phone _____
Fax _____

OWNER: JOSE VILLAREAL Address 3516 E. ROOSEVELT RD. City & Zip DONNA, TX 78537 Phone (956)975-0097 Fax (956)975-0097
ENGINEER: ALFONSO QUINTANILLA Address 124 E. STUBBS City & Zip EDINBURG, TX 78539 Phone (956)381-6480 Fax (956)381-0527
SURVEYOR: ALFONSO QUINTANILLA Address 124 E. STUBBS City & Zip EDINBURG, TX 78539 Phone (956)381-6480 Fax (956)381-0527

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

FILENAME	DATE	PREPARED BY	CHECKED BY	APPROVED BY



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: December 4, 2007

RE: **Aguinaga Subdivision – Pct. 4**
Final Approval

Aguinaga Subdivision is a one (1) lot subdivision located 3288 feet North of its intersection of Monte Cristo Road and the West side of Jackson Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

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

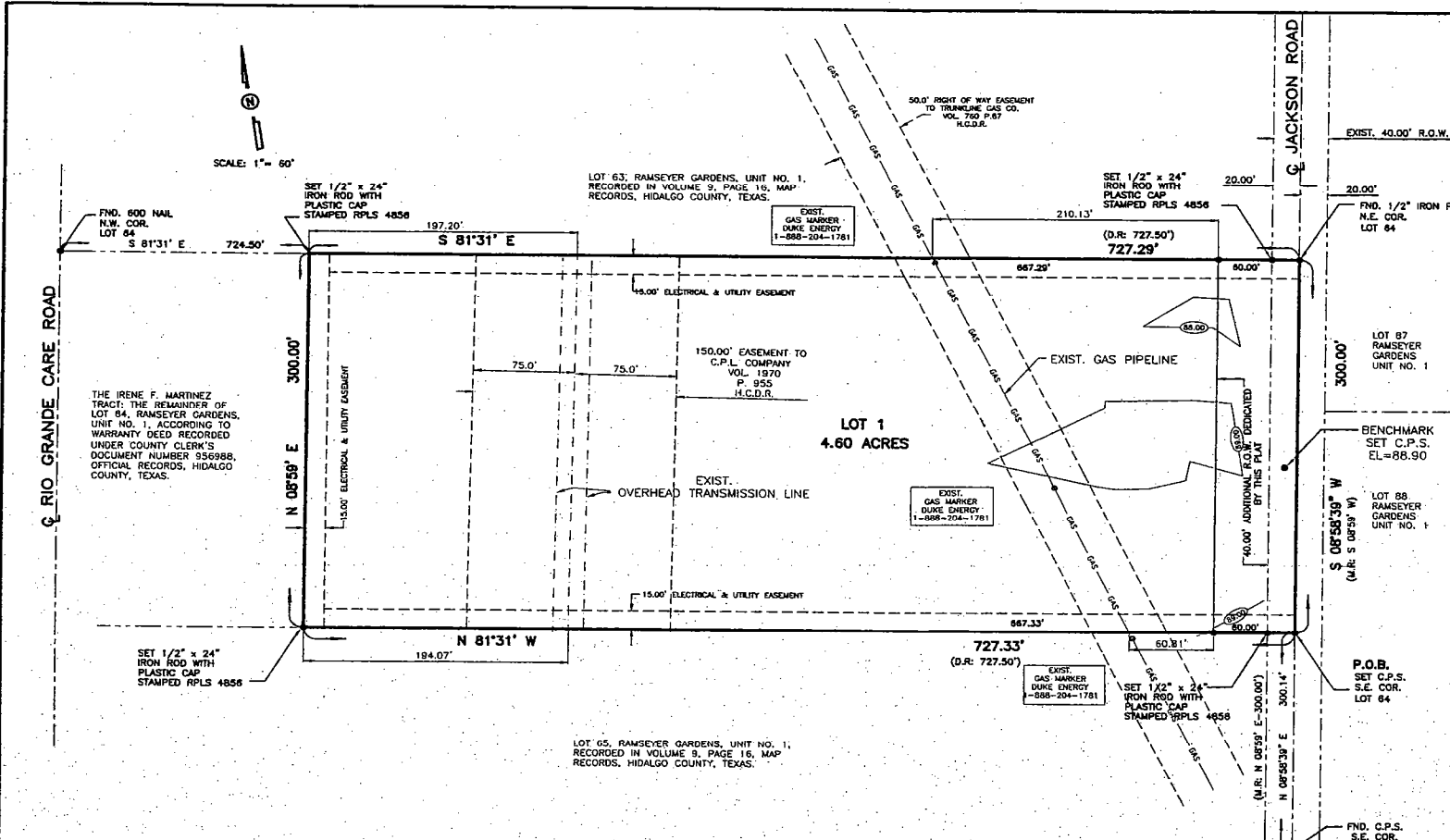
The proposed subdivision plat will dedicate forty (40) feet on Jackson Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. The septic tank system has been installed, inspected and can be expected to function satisfactorily.

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

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

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **November 28, 2007**.



**SUBDIVISION PLAT OF:
AGUINAGA SUBDIVISION**

A 5.01 ACRE TRACT OF LAND OUT OF LOT 64, RAMSEYER GARDENS UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1544362, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 5.01 ACRE TRACT OF LAND OUT OF LOT 64, RAMSEYER GARDENS UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1544362, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF JACKSON ROAD FOR THE SOUTHEAST CORNER OF LOT 64 AND THE SOUTHEAST CORNER OF THIS TRACT.
THENCE: N 81°31' W, ALONG THE SOUTH LINE OF LOT 64, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 20.00 FEET FOR THE WEST LINE OF LOT 64, A TOTAL DISTANCE OF 727.33 FEET (DEED RECORD: 727.30 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE SOUTHWEST CORNER OF THE IRENE F. MARTINEZ TRACT (REMAINDER OF LOT 64, RAMSEYER GARDENS UNIT NO. 1, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 956988, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.
THENCE: N 08°59' E, ALONG THE EAST LINE OF THE IRENE F. MARTINEZ TRACT, A DISTANCE OF 300.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET ON THE NORTH LINE OF LOT 64 FOR THE NORTHEAST CORNER OF THIS TRACT.
THENCE: S 81°31' E, ALONG THE NORTH LINE OF LOT 64, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 707.29 FEET FOR THE WEST RIGHT OF WAY LINE OF JACKSON ROAD, A TOTAL DISTANCE OF 727.29 FEET (DEED RECORD: 727.30 FEET) TO A 1/2" IRON PIPE FOUND IN THE CENTERLINE OF JACKSON ROAD FOR THE NORTHEAST CORNER OF LOT 64 AND THE NORTHEAST CORNER OF THIS TRACT.
THENCE: S 08°58'39" W (MAP RECORD: S 08°59' W), ALONG THE EAST LINE OF LOT 64 AND THE CENTERLINE OF JACKSON ROAD, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.01 ACRES OF LAND MORE OR LESS.
BEARINGS ARE IN ACCORDANCE WITH RAMSEYER GARDENS UNIT NO. 1, RECORDED IN VOLUME 9, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
WE, ENCARNACION AGUINAGA AND CARMEN AGUINAGA, AS OWNERS OF THE 5.01 ACRE TRACT OF LAND ENCUMBERED WITH THE PROPOSED AGUINAGA SUBDIVISION, HEREBY SUBMIT THE LAND AS DESCRIBED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.022 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

ENCARNACION AGUINAGA
418 E. LOVETT
EDINBURG, TEXAS 78538
CARMEN AGUINAGA
418 E. LOVETT
EDINBURG, TEXAS 78538
DATE: 7-31-07

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

Given under my hand and seal of office this 31st day of July, 2007.
LILA A. QUINTANILLA
NOTARY PUBLIC
LILA A. QUINTANILLA-Notary Public

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4858
DATE: 5-23-07



PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE DESIGNATION: ZONE "AE" BASE FLOOD ELEVATIONS DETERMINED. BASE FLOOD ELEVATION DETERMINED TO BE ELEVATION=90.00. COMMUNITY-PANEL NUMBER 480334 0325 D. MAP REVISED MAY 17, 2001 LOMR. THE AREA WITHIN THE DRAINAGE EASEMENT IS WITHIN THE 100-YEAR FLOOD PLAIN, C.F.N. 480334 0325 D, EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127). ADDITIONALLY, NO DEVELOPMENT MAY OCCUR WITHIN AREAS OF THE 100-YEAR FLOOD PLAIN UNLESS ADEQUATE PUBLIC FACILITIES AND IMPROVEMENTS HAVE BEEN MADE FOR DRAINAGE, WATER, SEWERAGE, AND STREETS.
- 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 OCCUPANCY OF THE LOT.
- MINIMUM FINISH FLOOR NOTE: FINISH FLOOR ELEVATION FOR LOT 1 WILL BE = 90.00. OR 18" INCHES ABOVE CENTERLINE OF STREET WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- LEGEND - DENOTES 1/2" X 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4858, UNLESS OTHERWISE NOTED.
- MINIMUM BUILDING SETBACK LINES:
FRONT 25.00'
REAR 20% OF LOT DEPTH NOT TO EXCEED 40.00'
SIDE 5.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.
- BENCH MARK - COTTON PICKER SPINDLE SET 133.2' NORTH OF THE SOUTHWEST CORNER OF LOT 64 AND ON WEST EDGE OF PAVEMENT ELEV. 88.90 N.A.S.D. 88 DATUM.
- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 11,853.51 CUBIC FEET (0.22 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 3.
- 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.
- 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 16 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
- ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TECO AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS. A OSSF SYSTEM BEING DESIGNED FOR DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE. B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FOOT LOT AREA WITH POTABLE WATER SUPPLY. C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT. D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM. E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
- A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN 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.
- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
- AN OFF-STREET PARKING LOT SITE-PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE.
- NO PERMANENT STRUCTURES, (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
- THIS LOT IS FOR RESIDENTIAL USE.
- A 5.00' SIDEWALK BY OWNER WITH A.D.A. RAMPS ARE REQUIRED ALONG JACKSON ROAD AT BUILDING PERMIT STAGE.
- \$400.00 PARKLAND FEE WILL BE REQUIRED PRIOR TO FINAL PLAT RECORDING.
- ALL SUBDIVISION IMPROVEMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWP3) REQUIREMENTS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §8.211 (L.L.C.). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
DATE: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AGUINAGA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2007.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AGUINAGA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2007.

HIDALGO COUNTY HEALTH INSPECTOR _____ DATE _____

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.
10/9/07
CHAIRPERSON PLANNING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.02B(4)
WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE AGUINAGA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2007.

HIDALGO COUNTY JUDGE _____ DATE _____
HIDALGO COUNTY CLERK _____ DATE _____

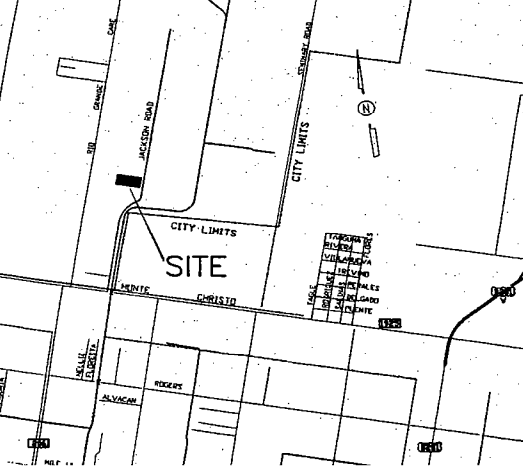
COUNTY CLERK'S RECORDING CERTIFICATE
I, _____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____, AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____, 2007.
Hidalgo County Clerk

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



ALFONSO QUINTANILLA
P.E. No. 9834

LOCATION MAP SCALE: 1" = 4000'



INDEX OF SHEETS

- SHEET 1- HEADNG INDEX, LOCATION MAP AND E.T.; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE, ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; SANTA CRUZ IRRIGATION DISTRICT NO. 15, REVISION NOTES.
- SHEET 2- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF; AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); WATER & OSSF DISTRIBUTION LAYOUT; REVISION NOTES; SUBDIVIDER CERTIFICATION & STATEMENT.
- SHEET 3- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE MAP OF TOPOGRAPHY OF DRAINAGING AND ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS; REVISION NOTES.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
AGUINAGA SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY AT 3288 FEET NORTH OF INTERSECTION OF MONTE CRISTO ROAD (F.M. 1925) AND THE WEST SIDE OF JACKSON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 82,739). AGUINAGA SUBDIVISION LIES APPROXIMATELY 0.82 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001. IT LIES IN PCT.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER:	ENCARNACION AGUINAGA CARMEN AGUINAGA	418 E. LOVETT EDINBURG, TEXAS 78538		
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS EDINBURG, TX 78539	(956)381-6480	(956)381-0327
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS EDINBURG, TX 78539	(956)381-6480	(956)381-0327

DATE PREPARED: MAY 23, 2007
DATE REVISION: _____

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0327



Raul E. Sesein, P.E.
Planning Administrator

PLANNING DEPARTMENT

COUNTY OF HIDALGO

1304 South 25th Street

Edinburg, Texas 78539

Tel. (956) 318-2840 • Fax. (956) 318-2844

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

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

DATE: December 4, 2007

RE: **C & F Subdivision – Pct. 3**
Final Approval with Financial Guarantee

C & F is an eight (8) lot subdivision located on the East side of Goodwin Road, approximately $\frac{3}{4}$ miles South from the intersection of Goodwin Road and Mile 3 North Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 17, 2003. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

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

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Texas Plant & Soil Lab, Inc. and approved by the Hidalgo County Environmental Health Department. There is four (4) existing septic tank systems that have been installed, inspected and can be expected to function satisfactorily.

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

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on May 27, 2003. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit from Rio Bank in the amount of \$4,000.00 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of four (4) septic tank systems

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **November 28, 2007**.

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS C & F SUBDIVISION, DO HEREBY GRANT AN EASEMENT TO THE COUNTY OF HIDALGO AND/OR OTHER GOVERNING BODY HAVING JURISDICTION OVER SAID ENTITY, THE USE OF THE STREETS, ALLEYS AND EASEMENTS THEREON SHOWN. SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES, OR GRANTS OF THE GOVERNING ENTITY AND/OR EMPLOYEES OF UTILITIES OPERATION UNDER FRANCHISE TO THE GOVERNING ENTITY AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 292.032 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 THE STATE STANDARDS; (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: OWNER-FERNANDO PEREZ
PO BOX 9, PENITAS, TEXAS 78576
(956) 685-1158

BY: OWNER-GORGONIO MORENO
PO BOX 9, PENITAS, TEXAS 78576
(956) 685-1158

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED THE ABOVE PERSON(S) KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ 2003

NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS

I, NOE GARZA, P.E., A (REGISTERED PROFESSIONAL ENGINEER/REGISTERED PUBLIC SURVEYOR), DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED ON THE GROUND AND SUBDIVIDED UNDER MY DIRECTION.



NOE GARZA, P.E. REGISTERED PROFESSIONAL ENGINEER #30486
REGISTERED PUBLIC SURVEYOR #2589
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NOE GARZA PE 30486. ACCEPTATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL
WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF C & F SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT.
ATTEST:
HIDALGO COUNTY JUDGE _____ DATE _____ HIDALGO COUNTY CLERK _____ DATE _____

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE SEC. 49.21(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THIS DETERMINATIONS.

BY: _____ HIDALGO COUNTY DRAINAGE DISTRICT No. 1

LOCATION OF SUBDIVISION WITH THE RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY: C & F SUBDIVISION IS LOCATED IN THE CENTRAL WESTERN AREA OF HIDALGO COUNTY ON THE EAST SIDE OF GOODWIN RD. AND IS APPROXIMATELY 3/4 OF A MILE SOUTH OF MILE 3 NORTH THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION POPULATION 60,146. C & F SUBDIVISION LIES APPROXIMATELY 2.5 MILES FROM THE CITY LIMITS AND IS WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE # 212.001, PCT.NO.3

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO.6 ON THIS _____ DAY OF _____, 2003
NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO.6 RIGHT-OF-WAY OR EASEMENTS WITH OUT EXPRESSED WRITTEN PERMISSION OF H.C.I.D. NO.6

PRESIDENT _____ DATE _____ SECRETARY _____

CITY OF MISSION CERTIFICATE OF PLAT APPROVAL
WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF C & F SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF THE CITY OF MISSION _____ DATE _____ SECRETARY _____

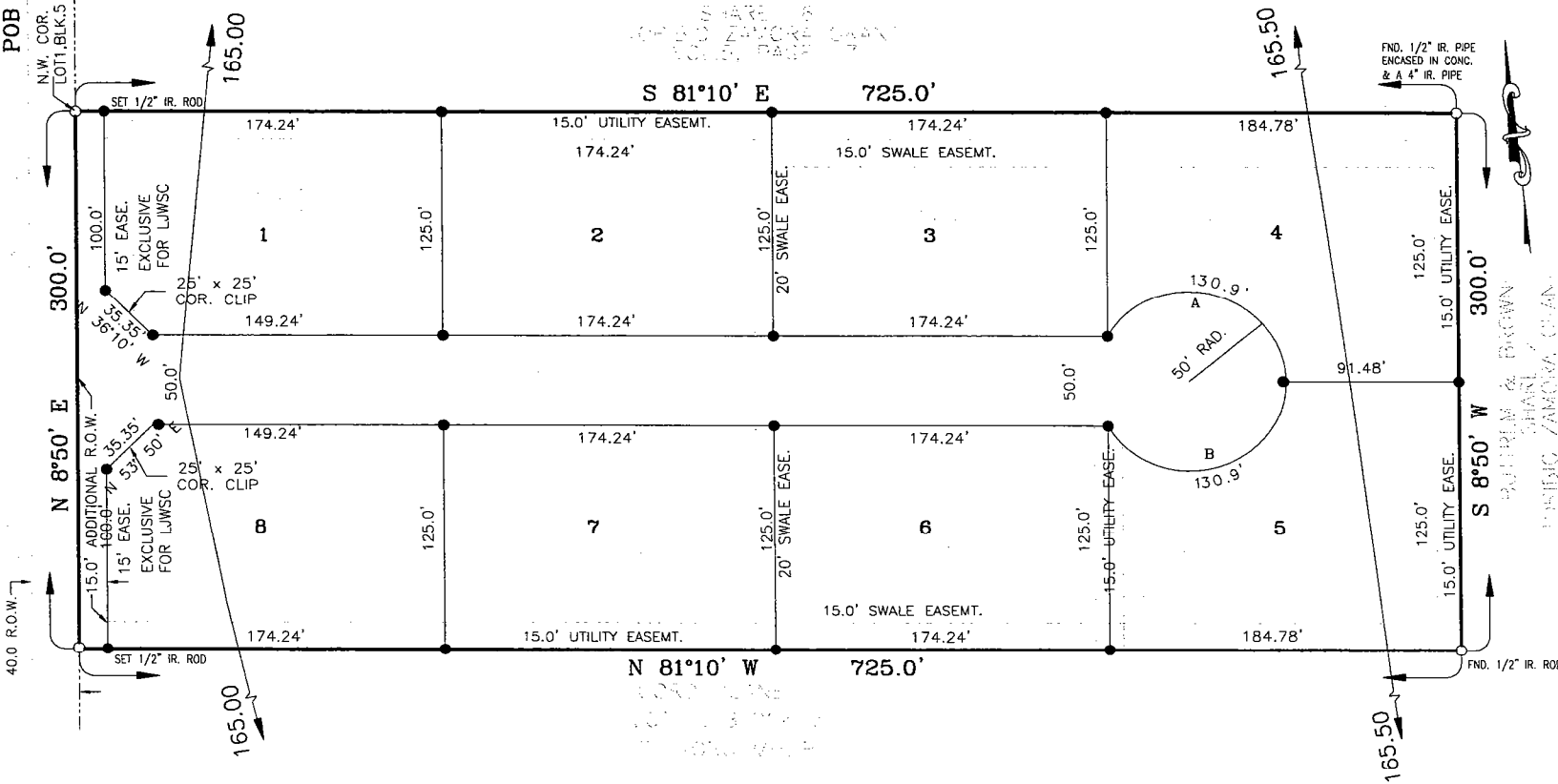
I, RICARDO R. SALINAS, P.E. HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY PLAN FOR C & F SUBDIVISION HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF ALL WATER FACILITIES SHOWN ON PLAT OF THE SUBDIVISION.

RICARDO R. SALINAS, P.E. NO. 24163
LA JOYA WATER SUPPLY CORPORATION

APPROVAL BY PLANNING AND ZONING COMMISSION:

I, _____, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION, HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION REGULATION OF THE CITY OF MISSION APPROVED THIS THE _____ DAY OF _____, 2003.

CHAIRMAN, PLANNING AND ZONING COMMISSION



SUBDIVISION OF
C & F SUBDIVISION

THE NORTH 4.993 ACRES OF LOT 1, BLOCK 5, GOODWIN TRACT SUBDIVISION NO. 1, RECORDED IN VOLUME 8, PAGE 2A, OF MAP RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUND

THE NORTH 4.993 ACRES OF LOT 1, BLOCK 5, GOODWIN TRACT SUBDIVISION NO. 1 RECORDED IN VOLUME 8, PAGE 2A, OF MAP RECORDS OF HIDALGO COUNTY, TEXAS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHWEST CORNER OF LOT 1, BLOCK 5; THENCE S 81°10' E ALONG THE SOUTH LINE OF SHARE 1E, PASS 15.0' FT. A 1/2" IRON ROD SET FOR THE EAST R.O.W. LINE OF GOODWIN ROAD AND A TOTAL DISTANCE OF 725.0' FT. TO THE SECOND 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 1; THENCE S 65°0' W ALONG THE WEST LINE OF SHARE 2, A DISTANCE OF 300.0' TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER HEREOF; THENCE N 81°10' W PARALLEL WITH THE SOUTH LINE OF LOT 1, PASS 710.0' FT. A 1/2" IRON ROD SET FOR THE EAST R.O.W. LINE OF GOODWIN ROAD, AND THE TOTAL DISTANCE OF 725.0' FT. TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF; THENCE N 83°0' E ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 300.0' TO THE PLACE OF BEGINNING AND CONTAINING 4.993 ACRES OF LAND MORE OR LESS.

NOTE:

- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (IF THERE SHALL BE NO OTHER USE OTHER THAN A SINGLE FAMILY DWELLING.)
- MINIMUM SETBACKS SHALL BE AS FOLLOWS: FRONT 25' OR EASEMENT WHICH EVER IS GREATER, REAR 15' OR EASEMENT WHICH EVER IS GREATER, SIDE E' OR EASEMENT WHICH EVER IS GREATER, STREET SIDE 10' OR EASEMENT WHICH EVER IS GREATER, 20' SIDE SETBACK TO GOODWIN EAST ROAD OR EASEMENT WHICH EVER IS GREATER, THERE ARE NO WELLS WITHIN 100 FT. FROM THE BOUNDARIES OF THIS SUBDIVISION.
- NO BUILDING SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINES.
- POTABLE WATER SOURCE: LA JOYA WATER SUPPLY CORPORATION IS THE PROVIDER OF POTABLE WATER LETTER OF APPROVAL TO BE SUBMITTED TO HIDALGO COUNTY COMMISSIONER'S COURT IN CARE OF COUNTY JUDGE.
- AREA OF FLOODING: THIS SUBDIVISION IS NOT IN A FLOOD PRONE AREA. FLOOD ZONE "C" - COMMUNITY PANEL NUMBER 480334 DATED C REVISED NOVEMBER 16, 1982. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- R/W ELEVATION: 485.00 AT 608 N.M.S. IN POWER POLE 3352 FT. SOUTH OF MILE 3 NORTH AND 25 FT. WEST OF CENTER LINE OF GOODWIN ROAD.
- NO DRIVERS PERMITTED TO DRIVE ON OR OUT OF LOTS 1 AND 8 DURING GOODWIN EAST RD.
- EACH LOT OWNER WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THEIR SWALE EASEMENT.
- 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 AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.
- THIS SUBDIVISION SHALL UTILIZE SEPTIC TANKS FOR SEWAGE DISPOSAL. A SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE HIDALGO COUNTY HEALTH DEPARTMENT
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS FOR POTABLE WATER SUPPLY, THE FOLLOWING SHALL BE REQUIRED TO OBTAIN A TITLE ON THIS PLAT: (A) A SOIL ANALYSIS ACCORDING TO LOCAL REQUIREMENTS SHALL BE COMPLETED AND SUBMITTED TO THE LOCAL HEALTH DEPARTMENT WITHIN 60 DAYS OF THE DATE OF THIS PLAT. (B) THE REQUIREMENTS WILL BE ADDRESSED.
- SEWERAGE SYSTEM: A. SEPTIC TANK SYSTEM FOR DISPOSAL OF DOMESTIC SEWAGE. B. EACH LOT IN THIS SUBDIVISION COMPLETES WITH THE REQUIRED MINIMUM OF 21,780 SQ.FT. OF LOT AREA WITH A POTABLE WATER SUPPLY. C. TIED DEVELOPMENT AND APPROVAL OF WASTEWATER TREATMENT SYSTEM NOT REQUIRED. D. WRITTEN AGREEMENT TO CONNECT TO EXISTING WASTEWATER TREATMENT SYSTEM IS NOT REQUIRED. E. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE HIDALGO COUNTY HEALTH DEPARTMENT AND MAY ALSO BE SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
- RANCH ROAD IS A PRIVATE ROAD AND WILL BE MAINTAINED BY THE LOT OWNER IN THIS SUBDIVISION. A GATE ENTRY TO RANCH RD WILL BE OWNED BY THE LOT OWNER BUT SUCH GATE SHALL HAVE PRO APPROVAL OF THE AUTHORIZED GOVERNING AUTHORITIES.
- 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 TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.
- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.
- FERNANDO PEREZ AND GORGONIO MORENO THE OWNERS & SUBDIVIDER OF C & F 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.

INDEX TO SHEET OF C & F SUBDIVISION

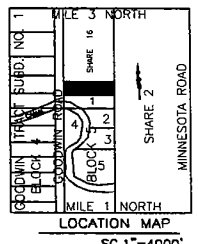
SHEET	DESCRIPTION
SHEET 1	HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL; CERTIFICATE COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.I.D. NO. 1 CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; PLAT NOTES AND RESTRICTIONS IN SPANISH; TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION.

CURVE DATA

CURVE	LENGTH	RADIUS	CHORD	DELTA
A	130.9'	50'	96.68'	93.30°
B	130.9'	50'	96.68'	93.30°

LEGEND:
● SET IRON ROD
▲ SET C.P.S.
○ FOUND IRON ROD
○ FOUND C.P.S.

THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, TEXAS HARMLESS AND INDEMNIFY SAID COUNTY FROM ANY AND ALL CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE PRIVATE STREETS, THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, PRIVATE SIDEWALKS, AND PRIVATE STREETLIGHTS.



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

PRINCIPAL CONTACTS NAME	ADDRESS	CITY & ZIP	PHONE
OWNER	FERNANDO PEREZ PO BOX 9, PENITAS, TEXAS 78576	PENITAS, TEXAS 78576	(956) 685-1158
OWNER	GORGONIO MORENO PO BOX 9, PENITAS, TEXAS 78576	PENITAS, TEXAS 78576	(956) 685-1158
ENGINEER	NOE GARZA 204 W. F. M. 495 PHARR, TX 78477	PHARR, TX 78477	(956) 783-1207
SURVEYOR	NOE GARZA 204 W. F. M. 495 PHARR, TX 78477	PHARR, TX 78477	(956) 783-1207

DATE:
7/10/02

SCALE:
1" = 60'

SHEET #
OF

NOE GARZA ENGINEERS, INC.
204 W. 495 PHARR, TEXAS 78577 (956) 783-1207

C. & F. SUBDIVISION



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 28, 2007

RE: PUEBLO DE PALMAS PH. 8 SUBDIVISION – PCT. 3

ON NOVEMBER 13, 2007, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE LETTER OF CREDIT NO. 3008-S WAS USED TO SECURE THE FUNDS FOR THE PAVING IMPROVEMENTS, STREET SIGNS AND THE INSTALLATION OF NINETY FOUR (94) SEPTIC TANKS SYSTEMS.

SINCE THE APPROVAL, THE DEVELOPER HAS COMPLETED ALL OF THE REQUIREMENTS IN ACCORDANCE WITH THE MODEL SUBDIVISION RULES. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT NINETY FOUR (94) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE RELEASE OF LETTER OF CREDIT NO. 3008-S IN THE AMOUNT OF \$232,375.50 FOR THE AFOREMENTIONED IMPROVEMENTS.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TEXAS STATE BANK



IRREVOCABLE STANDBY LETTER OF CREDIT NO. 3008-S

TO: Hidalgo County Judge
P. O. Box 1356
Edinburg, Texas 78540

DATE: October 18, 2007

SUBDIVISION NAME: Pueblo de Palmas Subdivision
PH 8

EXPIRATION DATE: October 18, 2008

We hereby authorize you to draw at sight on Texas State Bank for the account of G & D Financial Services LP (the "Subdivider"), P. O. Box 1000, Mission, Texas 78573-1000 up to the aggregate amount of Two Hundred Thirty Two Thousand Three Hundred Seventy Five and 50/100th (\$232,375.50 USD) available by your draft(s) accompanied by a certification by the County Planning Department or County Judge that the following condition exists:

- 1) "A condition of draw exists under the Subdivision Construction Agreement dated (*enter date of agreement*) by and between Subdivider and Hidalgo County (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 this Agreement."

Partial drawings are allowed and the letter of credit will 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, reduction letter, cancellation, or maturity that exhausts this credit, the original letter of credit will be surrendered to us.

Drafts must be drawn and presented on or by October 18, 2008, at the close of business of the Issuer of this credit. All draft(s) drawn under this standby letter of credit must be marked "Drawn Under Texas State Bank Irrevocable Standby Letter of Credit No. 3008-S, Dated October 18, 2007", and be presented to Texas State Bank, 3900 North Tenth Street, Attention: Letter of Credit Department, 4th Floor, McAllen, Texas 78501.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.

P.O. Box 550, Mission, Texas 78573-0550 • (956) 585 - 4801 • Fax (956) 585 - 1341

1304 S. 25th St. ★ Edinburg, Texas 78539 ★ (956) 318-2840 ★ Fax. (956) 318-2844



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

November 26, 2007

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: PUEBLO DE PALMAS PHASE 8

Dear Mr. Sesin:

According to our records the septic tank systems for **PUEBLO DE PALMAS PHASE 8** a 94 lot subdivision, located on **MILE 7 & SAGO PALM DRIVE**, have been installed . They have been inspected and can be expected to function satisfactory.

Sincerely,

Charido Ramos,
Assistant Chief Inspector

mm

AI-6747

9.A.

**Elections- Request for temporary positions
CC REGULAR**

Date: 12/05/2007

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Area: Elections Administration

Information

CAPTION

1. Discussion, consideration and approval to create three (3) temporary full time Data Processor positions, slots 130-001-T023, -T024 and -T025 and set salary at \$8.00 per hour, not to exceed six (6) months and or 12/31/2008.
2. Approval of 2008 revised salary schedule

BACKGROUND

Positions requested to be used for voter registration services.
Reimbursed by chapter 19 funds.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: UNDETERMINED

FUNDS AVAILABLE Y/N?: UNDETERMIN

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FUNDING UNDETERMINED. RC

Attachments

Link: [TEMPORARY JOB DESCRIPTION](#)

Link: [Fiscal Note](#)

Link: [Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 01:34 PM	APRV
2	Rosalinda Cantu		11/30/2007 05:15 PM	PEND

Form Started By: Teresa Navarro
Started On: 11/28/2007 12:29 PM

Final Approval Date: 11/30/2007

HIDALGO COUNTY ELECTIONS DEPARTMENT

Job Title: (Temporary) Data Processor

FLSA Status:

Exempt

Dept. Code: 130-001

Civil Service Status:

Exempt

SUMMARY:

Works closely with other data processors in an effort to perform the duties of processing voter registration questions to the public and election workers. Work is performed under the immediate direction of the Election Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Interpret and read city and county map boundaries.
- Provide public assistance in responding to telephone calls, questions, and requests for information.
- Regular attendance is a must.
- Ability to work well with others.
- Perform such other duties as may be assigned.

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED).
- One (1) year experience.
- Computer and data entry skills.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk, sit, use hands to

finger, handle or feel objects, tools, or controls, reach with hands and arms, climb or balance, stoop or kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time.
- operating assigned equipment.

Maintain mental capacity, which permits:

- making sound decisions and using good judgment.
- demonstrating intellectual capabilities.

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations.
- reading and writing.
- operating assigned equipment.
- communicating with others.

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations.

ADDITIONAL DUTIES AND RESPONSIBILITY

Approved by CC 3/25/03

- Work closely with Voter registrar to maintain accurate and update voter registration files.
- Assist the Voter Registrar Assistant with projects assigned by Elections Administrator.
- Regular attendance is a must.
- Manual filing of voter registration applications.

Approved 2001

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Wednesday, December 05, 2007

Agenda Item: AI-6747

Summary of request/proposal: The Elections Dept is requesting approval to create three (3) temporary full time Data Processor positions, slots 130-001-T023, -T024 and -T025 and set salary at \$8.00 per hour, not to exceed six (6) months and or 12/31/2008.

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obi</u>	<u>Current Budgeted Salary</u>	<u>Budgeted Salary Requested</u>	<u>Total Adjustment Requested</u>
1100	DATA PROCESSOR	T023	121	\$0.00	\$16,640.00	\$16,640.00
1100	DATA PROCESSOR	T024	121	\$0.00	\$16,640.00	\$16,640.00
1100	DATA PROCESSOR	T025	121	\$0.00	\$16,640.00	\$16,640.00
				\$0.00	\$49,920.00	\$49,920.00

Budgetary Impact:

<u>INCREASE/DECREASE ACCOUNT NUMBER</u>	<u>ACCOUNT (OBJECT) NAME</u>	<u>AMOUNT</u>
7-1100-414-00-130-001-0-121	ELECTIONS DEPT- TEMP F/T EMPLOYEES	\$24,769.47
7-1100-414-00-130-001-0-211	ELECTIONS DEPT- HEALTH INSURANCE	-
7-1100-414-00-130-001-0-212	ELECTIONS DEPT- LIFE INSURANCE	-
7-1100-414-00-130-001-0-220	ELECTIONS DEPT- FICA	\$1,894.86
7-1100-414-00-130-001-0-230	ELECTIONS DEPT- RETIREMENT	-
7-1100-414-00-130-001-0-250	ELECTIONS DEPT- UNEMPLOYMENT COMP	\$123.85
7-1100-414-00-130-001-0-260	ELECTIONS DEPT- WORKER'S COMP	\$143.66
2008 Budgetary Impact:		\$26,931.84

2009 Budgetary Impact: N/A

Possible Funding Sources: UNDETERMINED

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE**

**1100-414-00-130-001-0-
ELECTIONS DEPT**

AI-6747

Slot No.	Obj Code	POSITION TITLE	2006 BUDGETED SALARY	2007 ADJUSTED SALARY	2007 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2007 BUDGETED SALARY APPROVED	2007 ACTUAL SALARY	Other Allowances					2007 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMIN	77,000.00	0.00	0.00	0.04	3,080.00	0.00	80,080.00	0.00	420.00	0.00	0.00	8,000.00	0.00	0.00
0002	113	INFO TECH MANAGER	57,628.00	0.00	0.00	0.04	2,305.00	0.00	59,933.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
0003	113	GIS OPERATOR	46,350.00	0.00	0.00	0.04	1,854.00	0.00	48,204.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	CHIEF DEPUTY	44,956.00	6,044.00	51,000.00	0	0.00	0.00	51,000.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
0005	113	ELECTIONS SPECIALIST	36,058.00	0.00	0.00	0.04	1,442.00	0.00	37,500.00	0.00	360.00	0.00	0.00	0.00	0.00	0.00
0006	113	HEAD BOOKKEEPER	30,787.00	0.00	0.00	0.04	1,231.00	0.00	32,018.00	0.00	540.00	0.00	0.00	0.00	0.00	0.00
0007	113	SENIOR FIELD SERVICE SPECIALIST	29,919.00	0.00	0.00	0.04	1,197.00	0.00	31,116.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	VOTER REG ASST	28,784.00	0.00	0.00	0.04	1,151.00	0.00	29,935.00	0.00	1,200.00	0.00	0.00	0.00	0.00	0.00
0009	113	GIS OPERATOR ASSISTANT	26,688.00	0.00	0.00	0.04	1,068.00	0.00	27,756.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	ADM SEC/BKKPR	26,389.00	0.00	0.00	0.04	1,056.00	0.00	27,445.00	0.00	1,800.00	0.00	0.00	0.00	0.00	0.00
0011	113	ELECTIONS SPECIALIST ASSISTANT	25,942.00	0.00	0.00	0.04	1,038.00	0.00	26,980.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0012	113	TECHNICIAN II	25,620.00	0.00	0.00	0.04	1,025.00	0.00	26,645.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0013	113	FIELD SERVICE SPECIALIST	25,289.00	0.00	0.00	0.04	1,012.00	0.00	26,301.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	113	DATA PROCESSOR	21,149.00	0.00	0.00	0	0.00	1,000.00	22,149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0015	113	DATA PROCESSOR	21,149.00	0.00	0.00	0	0.00	1,000.00	22,149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0016	113	ELECTION CLERK	18,424.00	0.00	0.00	0	0.00	1,000.00	19,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	ELECTION CLERK	18,424.00	0.00	0.00	0	0.00	1,000.00	19,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0018	113	ELECTION CLERK	18,424.00	0.00	0.00	0	0.00	1,000.00	19,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0019	113	ELECTION CLERK	18,424.00	0.00	0.00	0	0.00	1,000.00	19,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0020	113	ELECTION CLERK	18,424.00	0.00	0.00	0	0.00	1,000.00	19,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0021	113	ELECTION CLERK	18,424.00	0.00	0.00	0	0.00	1,000.00	19,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0022	114	DATA PROCESSOR	12,045.00	0.00	0.00	0.04	482.00	0.00	12,527.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T023	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T024	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T025	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL			646,297.00	55,964.00	100,920.00		17,941.00	8,000.00	728,202.00	0.00	4,920.00	0.00	0.00	8,000.00	0.00	0.00

NEW YEAR 2008 PROPOSED TEMPORARY POSITIONS, PENDING CC APPROVAL.

AI-6823
Elections
CC REGULAR

9.B.

Date: 12/05/2007
Submitted By: Teresa Navarro, ELECTIONS DEPT.
Department: ELECTIONS DEPT.
Agenda Area: Elections Administration

Information

CAPTION

Discussion, approval and possible action on the following, but not limited to:
Request Auditor issue check amount of \$55,000.00 from Acct.
#7-1100-414-00-130-001-0-535 (postage) to U.S. Postmaster to cover expenses for the
2007 Mailout of Voter Registration Certificates (Permit #48)

BACKGROUND

Refer to Item 12 of CC Meeting 12/28/2005 for similar item.

Fiscal Impact

FISCAL YEAR: 2007
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Available balance as of 11/30/07; \$68,810.25

ACCT. #: 7-1100-414-00-130-001-0-535
MATCHING FUNDS Y/N?:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/30/2007 08:00 AM	APRV
2	Veronica Lopez	Veronica Lopez	11/30/2007 11:22 AM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Teresa Navarro
Started On: 11/29/2007 04:00 PM
Final Approval Date: 11/30/2007

AI-6782
Investment Policy
CC REGULAR

10.A.

Date: 12/05/2007
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE
Agenda Area: County Treasurer

Information

CAPTION

Discussion, consideration, and action to adopt Hidalgo County Investment Policy.

BACKGROUND

This item was presented to CC on 11-27-07; CC took NO ACTION. (refer to AI 6675).

Fiscal Impact

Attachments

Link: [Investment Policy](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 10:54 AM	APRV
2	Ivan Cantu	Ivan Cantu	11/30/2007 04:32 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Fred Zamarripa
Started On: 11/28/2007 04:26 PM
Final Approval Date: 11/30/2007

HIDALGO COUNTY INVESTMENT POLICY

I. OBJECTIVES

The Objectives of the Hidalgo County Investment Policy (hereinafter referred to as the “Policy”) shall be:

1. To set forth the methods, means, and goals of financial investment and debt management operation for Hidalgo County;
2. To insure the financial security and optimum liquidity of Hidalgo County funds in a prudent manner at all times;
3. To assist Hidalgo County in achieving reasonable market investment of Hidalgo County funds in a prudent manner at all times; and
4. To assist Hidalgo County in achieving the maximum interest yield on Hidalgo County funds at all times through methods allowed under federal and state law.

II. STANDARD OF CARE

Hidalgo County investments shall be made with judgment and care under circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived and optimum liquidity required for operations in Hidalgo County. Safety shall be the first priority, adequate liquidity the second, and yield the third priority. Individual investments shall be made in a manner consistent with this Policy.

III. INVESTMENT STRATEGY

Hidalgo County maintains a commingled portfolio, which encompasses five specific fund groups with unique needs and considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Each strategy contains the following elements as required in Chapter 2256, Government Code, also known as the Public Funds Investment Act. These elements are: safety of principal, liquidity, types of investment instruments, and marketability.

General Operating Funds

Hidalgo County's investment strategy for General Operating Funds shall be made to ensure that anticipated cash flows are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To insure these objectives, investments will be made in short-term, high quality, highly marketable securities.

Debt Service Funds

Hidalgo County shall utilize an investment policy for Debt Service Funds to generate a dependable revenue stream for the appropriate debt service funds consistent with the Hidalgo County Investment Policy and state law. The primary objective for the investment of Debt Service Funds is to maintain an adequate liquidity to cover the debt service obligation of Hidalgo County on required payment dates. Investments shall not have a stated final maturity date which will exceed the appropriate debt service payment date until that next debt service date is fully funded. Liquidity shall be provided for with short-term, high quality, highly marketable securities. The yield of the portfolio will attempt to match the bond yield and not recognize negative arbitrage.

Capital Projects Funds

Hidalgo County's investment strategy shall be to ensure availability of timely financial resources for the acquisition or construction of major capital facilities. To ensure these funds are available in timely basis, investments will be made with short-term, high quality, highly marketable securities.

Special and Trust Funds

Hidalgo County shall invest Special and Trust Funds in accordance with state law and the Hidalgo County Investment Policy to the maximum ability that such investments may benefit Hidalgo County directly, or utilize said funds in a method that such funds may benefit Hidalgo County indirectly. Yield with safety will be attained through high quality investments, which maintain liquidity in the market.

Proprietary Funds

Hidalgo County's investment strategy for Proprietary Funds shall be made to ensure that anticipated cash flow needs are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To ensure these objectives, investments will be made in short-term, high quality, highly marketable securities.

General Strategy

Hidalgo County's investment portfolio shall consist of a variety of securities, which may include any or all of the authorized investments listed in Section VII of this Policy.

It shall be the general practice of Hidalgo County to utilize an investment strategy based on Section II of this Policy - which defines yield objectives - as well as Section 2256, Government Code. Hidalgo County, acting through its County Treasurer shall participate in a daily review of its investment position. Investments shall be made after an evaluation of liquidity needs and market rates. If funds are not placed through contracted brokers and/or banks to obtain the highest and best overall portfolio match, then funds shall be invested directly with the depository bank and all related collateral and confirmations shall be confirmed and received within the required time frames pursuant to the County's bank depository contract. If funds are used to purchase any investment other than investment pool funds and mutual funds, settlement will be made on a delivery versus

payment basis and the securities placed in safekeeping in the depository bank. Hidalgo County shall in general be conservative in its investment programs consistent with Section VIII. Implementation of this Policy is administered by a qualified, capable investment staff in the County Treasurer's office. The market value of the collateral for all bank time deposit investments shall be no less than 105% of the face/par value of the deposit increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government.

It is Hidalgo County's intent to hold purchased securities to the stated maturity date and to have invested in such a manner to insure both the safety and liquidity of such transaction. In the event, however, the need arises to sell securities before the stated maturity date, said securities shall be analyzed to determine the appropriate time to liquidate and minimize any potential real or book value loss to Hidalgo County.

The Hidalgo County investment portfolio shall not exceed an average weighted maturity life of one year for the entire investment portfolio and not more than 20% of the portfolio may exceed two years in maturity.

IV. DEPOSIT OF FUNDS

All funds received by officials of Hidalgo County shall be officially deposited with the County Treasurer upon receipt or the next day after receipt and in accordance with prescribed policy and procedure; however, without exception, all funds shall be deposited within three (3) days from the date of collection by said officer, in accordance with state law.

V. INVESTMENT OFFICER

As chief custodian of Hidalgo County funds, the County Treasurer of Hidalgo County shall be the investment officer for Hidalgo County funds. Unless otherwise authorized by law or order of the Commissioners Court, a person other than the investment officer of Hidalgo County or his designated representative acting under Section VI of these Policies, may not deposit, withdraw, invest, transfer or manage in any other manner funds of Hidalgo County. In the administration of the duties of an investment officer, the County Treasurer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of person's own affairs.

Should at any time the County Treasurer (i) have a personal business relationship with a business organization offering to engage in an investment transaction with Hidalgo County, as defined in the Section 2256.005(i), Government Code, or (ii) be related with the second degree by affinity or consanguinity, as determined under Chapter 573, Government Code, to an individual seeking to sell an investment to Hidalgo County, the County Treasurer shall file a statement with the Commissioners Court and the Texas Ethics Commission disclosing that personal business interest or relationship.

It is understood at all times that the control and general fiduciary responsibility of Hidalgo

County funds is vested in the Commissioners Court of Hidalgo County and said right of investment or management is extended by the Commissioners Court to the County Treasurer in its behalf.

VI. INVESTMENT AUTHORIZATION

In order to allow the maximum flexibility for the investment of Hidalgo County funds, the Hidalgo County Commissioners Court extends the County Treasurer full authority for the investment of Hidalgo County funds between meetings of the Commissioners Court, official approval of which shall be made by said Court in court order form at the next official meeting of the Commissioners Court.

The County Treasurer is hereby authorized to utilize internal and external electronic means or Hidalgo County checks for between Court investments transactions and to release same as required.

VII. AUTHORIZED INVESTMENTS

In accordance with the authorizing federal and state laws, Hidalgo County's depository banking services contract, and appropriate approved collateral provisions, Hidalgo County may utilize the following methods for the investment of Hidalgo County funds:

1. Obligations of the United States or its agencies and instrumentalities with a 2 year maximum maturity.
2. Obligations of the State of Texas or its agencies and instrumentalities with a 2 year maximum maturity.
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States, with a 10 year stated maximum maturity. In accordance with the provisions of Section 2256.009(b), Government Code, the following (a-d) are **not** authorized investments under this section:
 - a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
 - b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
 - c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
 - d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Other obligations, the principal of and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities with a 2 year maximum maturity.
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a 2 year maximum maturity.
6. Certificates of deposit issued by a state or national bank, doing business in the State of Texas and insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations described in Section 2256.009(a), Government Code, including mortgage-backed securities directly issued by federal agency or instrumentality, that have a market value of not less than the principal amount of the certificate but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) Government Code; or secured in any other manner and amount provided by law for deposits of the investing entity with a 1 year maximum maturity.
7. Fully collateralized repurchase agreements authorized under Section 2256.011, Government Code, if the repurchase agreement has a six month maximum maturity unless using a flex repurchase for bond proceeds in which case the maximum maturity should equal the maturity of the bond expenditure plan. Repurchase agreements must be secured by obligations described by Section 2256.009(a)(1), Government Code; and must require the securities being purchased by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and must be placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date, obligations described by Section 2256.009(a)(1), Government Code, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The terms include a direct security repurchase agreement and reverse security repurchase agreement.
8. Repurchase agreements, as stated above, include reverse repurchase agreements. A reverse repurchase agreement's maturity may not exceed 90 days after the date the reverse security repurchase agreement is delivered.
9. A bankers' acceptance (i) is an authorized instrument under Subchapter 2256.012 Government Code, which has a stated maturity of 180 days or fewer from the date of its issuance; (ii) will be, in accordance with its terms liquidated in full at maturity; (iii) is eligible for collateral for borrowing from a Federal Reserve Bank; and (iv) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1+ or P-1 or an

equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 10% of the total Hidalgo County Investment Portfolio, and all such endorsing banks shall come only from a list of entities who are constantly monitored as to financial solvency.

10. No-load AAA rated money market mutual funds registered with and regulated by the Securities and Exchange Commission which have a dollar-weighted average stated maturity of 90 days or fewer, include in their investment objectives the maintenance of a stable net asset value of \$1 for each share and provide Hidalgo County with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C., Section 78a, et. seq.) or the Investment Company Act of 1940 (15 U.S.C., Section 80a-1, et seq.) Hidalgo County is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds as set forth collectively; invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as hereinabove described; invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds herein described above; or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.
11. Hidalgo County may invest its funds and funds under its control through an eligible constant dollar investment pool if the Commissioners Court by official court order authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. When selecting an investment pool, the Commissioners Court shall consider the following criteria:
 - a. The types of investment in which money is allowed to be invested;
 - b. The maximum average dollar-weighted maturity allowed, based on the stated maturity allowed, based on the stated maturity date, of the pool;
 - c. The maximum stated maturity dated any investment security within the portfolio has;
 - d. The objectives of the pool;
 - e. The size of the pool;
 - f. The names of the members of the advisory board of the pool and the dates their terms expire;
 - g. The custodian bank that will safe keep the pool's assets;

- h. Whether the intent of the pool is to maintain a net asset value of \$1 and the risk of market price fluctuation;
- i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- j. The name and address of the independent auditor of the pool;
- k. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- l. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To be eligible to receive funds from and investments on behalf of Hidalgo County, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

To maintain eligibility to receive funds from and invest funds on behalf of Hidalgo County, an investment pool must furnish to the investment officer the following:

- a. Investment transaction confirmations; and
- b. A monthly report that contains, at a minimum, the following information:
 - 1) The types and percentage breakdown of securities in which the pool has invested;
 - 2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - 3) The current percentage of the pool's portfolio in investments that have stated maturities more than one year;
 - 4) The book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - 5) The size of the pool;
 - 6) The number of participants in the pool;
 - 7) The custodian bank that is safekeeping the assets of the pool;

- 8) A listing of daily transaction activity of the entity participating in the pool;
- 9) The yield and expense ratio of the pool;
- 10) The portfolio managers of the pool;
- 11) Any changes or addenda to the offering circular.

An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

12. To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilized at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between .0995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public investment pool must have an advisory board composed:

- a. equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool crated under Chapter 791, Government Code and managed by a state agency; or
- b. of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

VIII. INVESTMENT IMPLEMENTATION

The County Treasurer may solicit offers for investment of funds from contracted financial brokers and/or banks orally, in writing, electronically, or by any combination of these methods. Hidalgo County funds will generally be placed for investment periods of 1 to 365 days. Funds placed for investment for longer than 365 days shall be upon consultation between the County Treasurer and County Judge or a representative of the Commissioners Court. A report of all investments made since the last formal meeting of the Court; will be presented for each regular

meeting of the Hidalgo County Commissioners Court, for review, acknowledgment, and approval by the Commissioners Court. Hidalgo County Funds will be invested in time deposits within any bank with which an agreement has been executed, in securities purchased from contracted broker/dealers, or from time to time in pools or money funds as authorized in this Policy. The Treasurer will utilize controlled disbursement, cash flow analysis and portfolio analysis or similar cash management techniques in the County Treasurer's Office to maximize interest yield on Hidalgo County funds, with funds becoming available as needed to meet the financial needs of Hidalgo County. All investment transactions will be made on the basis of competitive bids and all securities will be cleared on a delivery versus payment basis.

County and District Clerk Trust Funds, Justice of the Peace and Constable Special Funds, and certain Adult Probation Funds shall be retained in time or interest bearing demand deposits at the Depository Bank or in separate investment pool accounts for the life of the depository contract, unless otherwise ordered by official court order, as earnings credits and compensating balances for Hidalgo County.

At maturity, investments or time deposits shall be returned to their designated Hidalgo County fund, unless otherwise instructed by official court order or as required for immediate re-investment.

IX. INVESTMENT INSTITUTIONS

The County Treasurer is authorized to utilize the following institutions or groups to facilitate the investment of Hidalgo County funds, consistent with federal and state law and Hidalgo County's banking services depository contract:

1. Authorized depositories.
2. SEC and state or NASD registered broker/dealers.
3. Public Funds Investment Pools based in the State of Texas.
4. Money Market Mutual Funds.

The County Treasurer is authorized to place investment orders on an "as needed" basis with designated financial brokerage firms, banks or contractors with which Hidalgo County maintains a current written contract, authorized by Commissioners Court Order, and consistent with the Investment Policy of Hidalgo County.

Hidalgo County will generally use a request for proposal (RFP) method of securing the services of Hidalgo County and/or Texas based securities and investment firms to serve as contracted financial brokers for Hidalgo County, or may negotiate a contract for such services if recommended by the Hidalgo County Financial Review Committee and approved by the Commissioners Court. Hidalgo County will from time to time add or delete such firms, to further seek to enhance Hidalgo County's financial position as qualified firms become known to and are recommended by the Hidalgo County Investment Review Committee. All firms selected as financial

brokers for Hidalgo County shall sign an officially approved contractual agreement which must be officially approved by the Commissioners Court and comply with the Hidalgo County Investment Policy as set forth hereinafter in this Section. The Investment Review committee shall, at least annually, review, revise, and recommend for adoption by the Commissioners Court a list of qualified brokers that are authorized to engage in investment transactions with Hidalgo County.

A written copy of the Hidalgo County Investment Policy shall be presented to any financial institution offering to engage in an investment transaction with Hidalgo County. The qualified representative of the financial institution offering to engage in an investment transaction with Hidalgo County shall execute a written instrument, which shall indicate the following:

1. The representative and sales personnel have received and reviewed the Hidalgo County Investment Policy; and
2. Acknowledged in writing as approved by Hidalgo County that the financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Hidalgo County and the financial institution that are not authorized by this Policy.

The County Treasurer of Hidalgo County may not acquire or otherwise obtain any authorized investment described in this Policy from a financial institution, bank, or pool which has not delivered to Hidalgo County a written instrument as set forth hereinabove.

X. METHODS OF INVESTMENT

Internal Investments

The County Treasurer is authorized to internally electronically move funds for Hidalgo County investments from currently established funds, plus any newly established Hidalgo County Funds, within the banking services depository.

The County Treasurer is authorized to utilize an internal electronic banking system for the investment of such funds by means of Customer Direct Link (CDL) program, or Hidalgo County checks, with the banking services depository.

The purpose of the internal electronic banking system shall be to allow the County Treasurer to shorten float time on investments, for elimination of checks to make investments of funds within Hidalgo County accounts, and to return funds to primary Hidalgo County accounts.

The County Treasurer is authorized to internally electronically move and credit principal, plus interest earnings, to Hidalgo County funds currently established, plus any newly established Hidalgo County funds, as such investments mature.

External Investments

Hidalgo County will generally disburse all funds for investments from the Hidalgo County banking services depository bank by means of a properly authorized check. In accordance with Section 2256.051, Government Code, Hidalgo County may use an electronic funds transfer to invest all funds collected or controlled by Hidalgo County. Such program shall be under guidelines established and mutually agreeable between the County Auditor, County Treasurer, and banking services depository bank wire transfer agreement.

The County Treasurer is authorized to electronically wire Hidalgo County funds for investment purposes from currently established Hidalgo County funds, plus any newly established Hidalgo County funds, to authorized investment institutions as indicated under Section IX of this Policy, and in accordance with procedures mutually established with the County Auditor on a delivery versus payment basis. The County Treasurer is further authorized to accept electronically all Hidalgo County maturities including principal and interest as such investments mature, for the proper internal disbursement to Hidalgo County funds.

XI. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The Hidalgo County Commissioners Court shall select the type of securities pledged to secure Hidalgo County funds. Additionally, withdrawal, or substitution of collateral for Hidalgo County funds shall be subject to prior official approval of the Hidalgo County Commissioners Court.

The investment of any Hidalgo County funds shall be collateralized consistent with Federal and state law, Hidalgo County's banking services depository contract, and the Hidalgo County Investment Policy without exception, in one or more of the following manners:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
2. An Obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
3. An Obligation, the principal of and interest of which are unconditionally guaranteed by the United States;
4. An Obligation of an Agency or Instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality; however, obligations of the nature described in Section 2256.009(b), Government Code, shall not be eligible for use as collateral for any Hidalgo County funds; or
5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency that has current rating of not less than A or its equivalent.

Furthermore, all collateral must have a 10 year maximum stated maturity.

XII. LEVEL OF COLLATERAL

The market value of the pledged securities securing the time and demand deposits of public funds for Hidalgo County shall be in an amount at least equal to 105% of the amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government. The County Treasurer will maintain a monitoring program to establish the market value of such collateral, as best available, for the security of Hidalgo County funds.

XIII. POSSESSION OF COLLATERAL

All Securities pledged to secure time and demand deposits of Hidalgo County funds shall be held at an independent third party bank outside of the pledging bank and approved by Hidalgo County as defined in Hidalgo County banking services depository contracts. For investments made with an external broker or outside the bank depository, securities and collateral will be held by an independent third party. Delivery of collateral shall be made to the party holding such on County's behalf for safekeeping not later than 1:00 P.M. CST on the same day of a trade. All brokers and/or banks shall indicate "County of Hidalgo" on all transaction details.

The independent third party safekeeping bank used for bank collateral and the depository bank acting as safekeeping agent for securities purchased externally shall immediately provide an original safekeeping receipt of the securities and/or surety bonds to the County Treasurer on behalf of the Commissioners Court evidencing the deposit of said securities. When the pledged securities and/or surety bonds held by the custodians are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the custodians issue to Hidalgo County through the County Treasurer shall indicate that the custodian has deposited with the permitted institution the pledged securities held in trust for the party pledging the securities. All participants in the investment or holding of collateral for Hidalgo County investments must provide the County Treasurer with a confirmation of trade and safekeeping receipt for county securities and collateral on the same day of the transaction without exception. Banks shall not hold collateral for Hidalgo County investments made at or through said institution.

XIV. INVESTMENT REPORTS

Not less than quarterly the County Treasurer shall prepare and submit to the Commissioners Court a written report of Hidalgo County's investment transactions for the preceding reporting period, in addition to other information that may be required by Hidalgo County. The report shall contain:

1. A detail of the investment position of Hidalgo County on the date of the report;
2. A summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the beginning market value for the reporting period, additions and changes to the market value during the period, the

ending market value for the period, and fully accrued interest for the reporting period;

3. The book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
4. The maturity date of each separately invested asset that has a maturity date;
5. The account or fund or pooled group fund of Hidalgo County from which each individual investment was acquired; and
6. Compliance of the Hidalgo County Investment Portfolio as it relates to the investment strategy expressed in Section III, Investment Strategy of this Policy, as well as other relevant provisions of the Policy.

The report shall be signed by the County Treasurer and by all designated investment officers of Hidalgo County.

Hidalgo County shall have performed as a part of its annual external financial audit a compliance audit of management controls on investments and adherence to Hidalgo County's established investment policies. The External Auditor shall also formally review the quarterly investment report and the results of the review shall be reported to the Commissioners Court by the auditor.

XV. CONTINUING EDUCATION

It is recommended that each member of Commissioners Court shall attend at least one training session relating to the person's responsibilities under Chapter 2256, Government Code, within six (6) months after taking office.

The County Treasurer and any designated investment officer shall attend at least 10 hours investment training in accordance with the Public Funds Investment Act within 12 months of taking office and 10 hours training within every two-year period as required by Section 2256.008(a), Government Code. Training under this section must include education in investment controls, security risks, strategy risks, market risks, and compliance with this chapter.

XVI. HIDALGO COUNTY FINANCIAL REVIEW COMMITTEE

There shall be a Hidalgo County Investment Review Committee, which shall consist of the County Treasurer as Chairman, County Judge and County Auditor. As required, the Hidalgo County Financial Advisor (if any) may serve as an Ex-Officio member of the Committee.

The Committee shall be charged with reviewing the general financial management of Hidalgo County funds and debt and asset management programs and making recommendations on such items to the Commissioners Court. The Hidalgo County Investment Review Committee shall also deal with and coordinate the efforts of the Hidalgo County Financial Advisor (if any) and Hidalgo County Bond Counsel, and other related individuals/organizations, to develop and/or enhance Hidalgo County financial procedures, implement Hidalgo County bond sales, or establish recommended policy for the Commissioners Court concerning the working relationship and duration of such relationship with such groups, as well as any other financially-related matters that may be referred to the Committee from time to time by Commissioners Court.

In view of constant and enhanced financial and banking techniques which may prove beneficial to the Objectives of the Hidalgo County Investment Policy as herein set forth, the Hidalgo County Investment Review Committee will monitor such changes to determine required adjustments in the Hidalgo County Investment Policy.

XVII. REVIEW OF POLICY

The Hidalgo County Commissioners Court shall review these Policies and the County's investment strategies at least annually. Following such review, the Commissioners Court shall adopt a written Order stating that it has reviewed the investment policy and investment strategies and setting forth any changes made to either the investment policy or investment strategy.

ADOPTED: _____
Date



Hidalgo County Head Start Program Policy Council Agenda

DATE: November 14, 2007

SUBJECT: Discussion/Approval on Request to Purchase One Hundred Fifty-Nine (159) Palm Pilots through Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's awarded vendor, Staples.

RATIONAL NEEDED: The palm pilots are needed to replace the old ones which are less efficient and require staff more time to complete the data entry. Palm pilots are used to track the student's progress. Teachers can record assessment results to this handheld device away from their computers giving them the ability to be face to face with the children.

RECOMMENDATION: Administration recommends approval.

COST: \$32,515.50

RELATED INFORMATION INCLUDED: Participant Info/Distribution List

INITIATED BY: Ambrosio Tovar, Procurement Director *at*

DREVIEWED BY: Mr. Edmundo Garcia, Assistant Director *[Signature]*

PROGRAM DIRECTOR'S APPROVAL: *[Signature]*



Company: Staples
Contact: Fabiola Garza
Telephone 956-784-2542

Buy Board Contract #254-06. Effective Date 11/01/2006 and will Expire on 10/31/2009

Qty:	Description	Catalog Price	Buy board Price	Extended Price
159	Palm TUNGSTEN E2-MODEL#1045NA	\$199.00	\$179.55	\$28,548.45
159	Palm Hard Case	\$27.40	\$24.95	\$3,967.05
				\$32,515.50

Staples was awarded the contract under proposal #254-06 for office supplies.
The award was effective 11/1/2006 and will terminate on 10/31/2009.

Steve Fisher
BuyBoard Manager
P. O. Box 400
Austin, Texas 78767-0400
Telephone: 800-695-2919



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♦ EDINBURG, TEXAS 78540 ♦ TEL: (956) 383-0706 ♦ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director
FROM: Ambrosio Tovar, Procurement Director *at*
DATE: November 7, 2007
SUBJ: Purchase of Palm Pilots
Cc: Yolanda Velasquez, Procurement Assistant

We are requesting to purchase one hundred fifty nine (159) palm pilots for the classrooms. We have been having problems with the old palm pilots which are about six (6) years old.

The MIS Department has identified the palm pilots that need to be replaced (159). These palm pilots are needed to replace the old ones which are less efficient and require staff more time to complete the data entry. The palm pilots are used to track the student's progress. The teachers can record assessment results to this handheld device away from their computers giving them the ability to be face to face with the children. A list of the palm pilot distribution has been attached.

Should you have any questions please call me. Thank you.



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News

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New contracts effective November 1, 2006

Office/Instructional Supplies and Equipment #254-06

This proposal is broken into two general categories: (1) general office supplies and equipment and (2) instructional supplies and equipment. The instructional supplies are then subdivided into the following groups: general instructional supplies and equipment, instructional calculators, science supplies and equipment, and library supplies and equipment. Pricing for both the office supplies and instructional supplies is based on a discount from catalog or price list.

The vendors awarded this contract include:

Office Supplies and Equipment – A Photo Identification; Corporate Express of Texas; Pitney Bowes; Staples Business Advantage; V-Quest Office Machines & Supplies.

Instructional/Library Supplies and Equipment – Abilations, Integrations & Speech Bin; AccuCut; Active Parenting Publishers; APTE Inc.; Armadillo Clay & Supply; Attainment Co.; Boulden Publishing; Bright White Paper Co.; Brodart Co.; Childcraft Education; Chip Taylor Communications; Claridge Products; Classroom Products Warehouse; Clearvue/eav; Constructive Play Things; Delta Education; Demco, Inc.; Dick Blick; EAI Ed.; Educational Products; Educator Expo; Educators Outlet; ETA/Cuisenaire; Films Media Group; Franklin Electronic Publishers; Frog Street Press Inc.; Gaylord Bros Inc.; General Binding Corporation; George F. Cram Co.; GF Educators; Great Source Education Group; Guidance Associates; Hammond & Stephens; Harcourt Achieve; Health Edco; Heinemann-Raintree Library; Highsmith; Hightech Rehab Solutions; Kaplan Early Learning Co.; Lakeshore Learning; Laureate Learning Systems; Live Wire Media; National Educational Systems; National Reading Styles Institute; Oriental Trading Company; PCI Educational Publishing; Perfection Learning Corp.; Premier Agendas; Prentke Romich Co.; Rand McNally; Red Brick Learning; Renaissance Learning; Rifton Equipment; Robert-Leslie Publishing; S&S Worldwide; Sagebrush Corp.; Sax Arts & Crafts; Scholastic Book Fairs; School Specialty; Schoollocker Teacher Supply; Social Studies School Service; Springboards to Education; Standard Stationery Supply Co; SVE & Churchill Media; Teacher's Tools; The Library Store; Thomas Klise/Crimson Multimedia; Thomson Gale; Triumph Learning.

Calculators and Accessories – D & H Distributing Company

Science Supplies and Equipment – Carolina Biological Supply; Fisher Science Education; Flinn Scientific; Frey Scientific; Microscope World; Raha Scientific; Sargent-Welch Scientific; Ward's Natural Science.

These vendors can be found in the Instructional/Teaching Aid Supplies & Equipment commodity on the BuyBoard.

Stage Curtains, Lighting and Sound #250-06

The proposal encompasses such categories as new stage curtains, rigging, lighting, and repair parts and supplies. The proposal also specifies an hourly labor rate for installation and repair services. Pricing for this proposal is based on a discount from catalog list price or manufacturer price list.

The vendor awarded this contract is Norcostco/Texas Costume.

Look for this vendor in the Music and Theater commodity on the BuyBoard.

Technology Equipment, Software & Supplies #255-06

The proposal is broken in the following categories: hardware, business/office/specialty software, networking products, cabling products, and telecommunication products. Pricing for the proposal is based on a discount from catalog or price list.

The vendors awarded this contract include:

Hardware Equipment – AmPem Electronics & Services, Antares Development Corp., Campus Tech, Canon U.S.A., CDW Government, Computer Express, Crystal Communications, Data Management, Earthwalk Communications, Global Government/Education Solutions, GovConnection, Howard Computers, Ikon Office Solutions, M&A Technology, Nu-Image Corp., Phoenix Direct Communications, Sigma ITPD, Tech Depot.

Software – Academic Superstore, AmPem Electronics & Services, Antares Development Corp., Bluelight Software, Campus Tech, CCV Software, CDW Government, Computer Express, Global Government/Education Solutions, GovConnection, Howard Computers, Ikon Office Solutions, M&A Technology, Nu-Image Corp., Phoenix Direct Communications, Sigma ITPD, Sleek Corp., SMARTfiles, Tech Depot, The Hurdle Group of Austin, Thinkmap, Transfinder Corp. Vernier Software & Technology, VersaTrans Solutions.

Networking and Cabling – Advanced Internet Management, Amer.com AmPem Electronics & Services, Campus Tech, Canon U.S.A., CDW Government, Computer Express, Crystal Communications, Global Government/Education Solutions, GovConnection, Graybar Electric, Ikon Office Solutions, M&A Technology, Nu-Image Corp., Phoenix Direct Communications, Sigma ITPD, Tech Depot, WILCO Technology Associates.

General Technology Supplies – Academic Superstore, AmPem Electronics & Services, Campus Tech, CDW Government, Computer Express, Data Bank Media, GovConnection, Graybar Electric, M&A Technology, Nu-Image Corp., Sigma ITPD, Tech Depot.

Telecommunications Equipment – Affiliated Telephone, Crystal Communications, Relm Wireless Corp.

You will find these vendors in the Computers/Technology/Software Supplies and Equipment commodity on the BuyBoard.



The Texas Local Government Purchasing Cooperative is a joint project of the Texas Association of School Boards, Texas Municipal League, and Texas Association of Counties.

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HCHSP PDA's Inventory per Location (Total 159)

<i>Location</i>	<i>Clstrm</i>	<i>Serial Number</i>	<i>Model</i>	<i>Condition</i>
Alamo	1	00PYV6A31369	m130	Poor
Alamo	2	00PYV6D31057	m130	Poor
Alamo	3	00PYV6B3105J	m130	Poor
Alamo	4	00PYV6B315H0	m130	Poor
Alamo	5	00PYV6D3105A	m130	Poor
Alamo	6	00PYV6B3105G	m130	Poor
Alton	1	00PYV6D3105N	m130	Poor
Alton	2	00PYV6C311FN	m130	Poor
Alton	3	00PYV6B31045	m130	Poor
Alton	4	00PYV6D3105R	m130	Poor
Alton	5	00PYV6D31079	m130	Poor
Donna 2	1	00PYV6D3103J	m130	Poor
Donna 2	2	00PYV6D31106A	m130	Poor
Donna 2	3	00PYV6D3101Q	m130	Poor
Donna 4	1	00PYV6B31061	m130	Poor
Donna 4	2	00PYV6D31038	m130	Poor
Edcouch	11	00V7V3K4B132	Zire21	Poor
Edinburg 1	1	00PYV6B313VE	m130	Poor
Edinburg 1	2	00PYV6C311FP	m130	Poor
Edinburg 1	3	00PYV6D3107E	m130	Poor
Edinburg 2	1	00PYV6D31051	m130	Poor
Edinburg 2	2	00PYV6D3104V	m130	Poor
Edinburg 3	1	00PYV6D3104N	m130	Poor
Edinburg 3	2	00PYV6D3105G	m130	Poor
Edinburg 3	3	00PYV6D3104Y	m130	Poor
Edinburg 4	1	00PYV6C311FE	m130	Poor
Edinburg 4	2	00PYV6C311FK	m130	Poor
Edinburg 4	3	00PYV6C311FF	m130	Poor

<i>Location</i>	<i>Clstrm</i>	<i>Serial Number</i>	<i>Model</i>	<i>Condition</i>
Edinburg 4	4	00PYV6B315MW	m130	Poor
Edinburg 4	5	OOPYV6D3105M	m130	Poor
Edinburg 4	6	00PYV6B315NA	m130	Poor
Edinburg 4	7	00PYV6C311FU	m130	Poor
Edinburg 4	8	00PYV6C311FD	m130	Poor
Edinburg 5	1	00PYV6D3103V	m130	Poor
Edinburg 5	2	00PYV6K311MC	m130	Poor
Edinburg 5	3	00PYV6K311GK	m130	Poor
Edinburg 5	4	00PYV6D3105C	m130	Poor
Edinburg 5	5	00PYV6A31365	m130	Poor
Edinburg 5	6	00PYV6B315J7	m130	Poor
Elsa	1	00PYV6D3104T	m130	Poor
Elsa	2	00PYV6D3106Q	m130	Poor
Elsa	3	00PYV6B315GJ	m130	Poor
Hidalgo	1	00V7V3K4B0YF	Zire21	Poor
Hidalgo	2	00PYV6D31074	m130	Poor
Hidalgo	3	00V7V3K4B0YH	Zire21	Poor
La Herencia	1	00PYV6D3106M	m130	Poor
La Herencia	2	00PYV6D3106U	m130	Poor
La Herencia	3	00PYV6D3101Y	m130	Poor
La Joya	3	00PYV6B315G3	m130	Poor
La Joya	4	00PYV6A3134R	m130	Poor
La Joya	5	00PYV6B315EQ	m130	Poor
Las Milpas 1	1	00PYV6C311FV	m130	Poor
Las Milpas 1	2	00PYV6D31059	m130	Poor
Las Milpas 1	3	00PYV6C311EP	m130	Poor
Las Milpas 1	4	00PYV6D3104W	m130	Poor
Las Milpas 1	5	00PYV6C311ED	m130	Poor
Las Milpas 1	6	00PYV6C311ET	m130	Poor
Las Milpas 2	1	00PYV6D31052	m130	Poor

<i>Location</i>	<i>Clstrm</i>	<i>Serial Number</i>	<i>Model</i>	<i>Condition</i>
Las Milpas 2	2	00PYV6D3105J	m130	Poor
Las Milpas 2	3	00PYV6D3107Y	m130	Poor
McAllen 2	1	00V7V3K4B12X	Zire21	Poor
McAllen 2	2	00PYV6D3104G	m130	Poor
McAllen 2	3	00PYV6D31042	m130	Poor
McAllen 2	4	00PYV6D3109J	m130	Poor
McAllen 2	5	00PYV6D3105B	m130	Poor
McAllen 2	6	00PYV6D31053	m130	Poor
McAllen 5	1	00PYV6D3106K	m130	Poor
McAllen 5	2	00PYV6D3106P	m130	Poor
McAllen 5	3	00PYV6D3105F	m130	Poor
Mercedes 1	1	00PYV6B315GC	m130	Poor
Mercedes 1	2	00PYV6D3109N	m130	Poor
Mercedes 1	3	00PYV6D3109M	m130	Poor
Mercedes 1	4	00PYV6D3106G	m130	Poor
Mercedes 1	5	00PYV6B3105K	m130	Poor
Mercedes 1	6	00PYV6C311F1	m130	Poor
Mercedes 2	1	00V7V3K4B134	Zire21	Poor
Mercedes 2	2	00PYV6D3107G	m130	Poor
Mission 1	1	00PYV6B31060	m130	Poor
Mission 1	2	00PYV6B313UX	m130	Poor
Mission 1	3	00PYV6B3105X	m130	Poor
Mission 1	4	00PYV6B313UQ	m130	Poor
Mission 3	1	99V7UV7W413N7	Zire31	Poor
Mission 3	2	00V7V3K4B0YG	m130	Poor
Mission 4	1	00PYV6D3106N	m130	Poor
Mission 4	2	00PYV6D31054	m130	Poor
Mission 4	3	00PYV6C311CM	m130	Poor
Monte Alto	1	00PYV6C311EV	m130	Poor
Monte Alto	2	00PYV6B315HJ	m130	Poor

<i>Location</i>	<i>Clstrm</i>	<i>Serial Number</i>	<i>Model</i>	<i>Condition</i>
Palmview 1	1	00PYV6C311FQ	m130	Poor
Palmview 1	2	00PYV6D3105K	m130	Poor
Palmview 1	3	00PYV6D31082	m130	Poor
Palmview 1	4	00PYV6D31081	m130	Poor
Palmview 1	5	00PYV6C311FH	m130	Poor
Palmview 1	6	00PYV6D3107N	m130	Poor
Palmview 1	7	00PYV6K311EY	m130	Poor
Palmview 1	8	00V7V3K4B130	Zire21	Poor
Palmview 2	1	00V73K4B12N	Zire21	Poor
Palmview 2	2	00PYV6D31048	m130	Poor
Palmview 2	3	00PYV6K311F6	m130	Poor
Palmview 2	4	00PYV6D3102H	m130	Poor
Palmview 2	5	00V7V8Q3B42F	Zire21	Poor
Palmview 2	6	00PYV6D31080	m130	Poor
Palmview 2	7	00PYV6B3112J	m130	Poor
Palmview 2	8	00PYV6C310HG	m130	Poor
Palmview 3	1	00PYV6B313UY	m130	Poor
Palmview 3	2	00PYV6B315GK	m130	Poor
Palmview 3	3	00PYV6B314Q7	m130	Poor
Palmview 3	4	00PYV6D3104X	m130	Poor
Palmview 3	5	00PYV6D3106F	m130	Poor
Penitas	1	00PYV6A3134D	m130	Poor
Penitas	2	00PYV6C3101K	m130	Poor
Penitas	3	00PYV6B31539	m130	Poor
Pharr	1	00PYV6D3107F	m130	Poor
Pharr	2	00PYV6D3107C	m130	Poor
Pharr	3	00PYV6A3134B	m130	Poor
Pharr	4	00PYV6D31056	m130	Poor
Pharr	5	00PYV6D3109K	m130	Poor
Progreso	1	00PYV6B3105R	m130	Poor

<i>Location</i>	<i>Clstrm</i>	<i>Serial Number</i>	<i>Model</i>	<i>Condition</i>
Progreso	2	00PYV6B3112H	m130	Poor
Progreso	3	00PYV6B315GB	m130	Poor
San Carlos	1	00PYV6B314UB	m130	Poor
San Carlos	2	00PYV6D3107X	m130	Poor
San Carlos	3	00PYV6B314VC	m130	Poor
San Carlos	4	00PYV6C311FM	m130	Poor
San Juan 1	1	00PYV6B31569	m130	Poor
San Juan 1	2	00PYV6B31535	m130	Poor
San Juan 1	3	00PYV6B314V3	m130	Poor
Storage	200	00PYV6C311F9	m130	Poor
Storage	200	00PYV6D31055	m130	Poor
Storage	200	00PYV6D3106H	m130	Poor
Storage	200	00PYV6D3107J	m130	Poor
Storage	200	00V7V3K4B131	Zire21	Poor
Storage	200	00PYV6D3107H	m130	Poor
Storage	200	00PYV6D31058	m130	Poor
Storage	200	00PYV6B314V9	m130	Poor
Sullivan	1	00PYV6D3106V	m130	Poor
Sullivan	2	00PYV6B315HE	m130	Poor
Sullivan	3	00PYV6D3104C	m130	Poor
Sullivan	4	00PYV6B315JT	m130	Poor
Sullivan	5	00PYV6B315GN	m130	Poor
Vine Terrace	1	00PYV6B31063	m130	Poor
Vine Terrace	2	00PYV6B313V4	m130	Poor
Vine Terrace	3	00PYV6A3136H	m130	Poor
Weslaco 1	1	00PYV6A3132V	m130	Poor
Weslaco 1	2	00PYV6A31364	m130	Poor
Weslaco 1	3	00PYV6A31346	m130	Poor
Weslaco 1	4	00PYV6B3105Y	m130	Poor
Weslaco 2	1	00PYV6B314UH	m130	Poor

<i>Location</i>	<i>Clstrm</i>	<i>Serial Number</i>	<i>Model</i>	<i>Condition</i>
Weslaco 2	2	00PY6B314U6	m130	Poor
Weslaco 2	3	00PYV6D3107Q	m130	Poor
Weslaco 2	4	00PYV6D3105V	m130	Poor
Weslaco 3	1	00PYV6D3107V	m130	Poor
Weslaco 3	2	00PYV6D3106J	m130	Poor
Weslaco 3	3	00PYV6A3134Y	m130	Poor
Weslaco 3	4	00PYV6D3107R	m130	Poor
Weslaco 3	5	00PYV6B31064	m130	Poor
Western Ro	1	00PYV6D3107B	m130	Poor
Western Ro	2	00PYV6A31358	m130	Poor
Western Ro	3	00PYV6D3107D	m130	Poor



Hidalgo County Head Start Program Policy Council Agenda

DATE: November 14, 2007

SUBJECT: Discussion/Approval on Request to Purchase Classroom Supplies Through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's awarded vendor, National Educational Systems, Inc. for the total amount of \$190,197.04.

RATIONALE/NEED: This would allow the purchasing of the lowest and best pre-bided prices on classroom supplies under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: \$190,197.04

RELATED INFORMATION INCLUDED: Participant Information and Item Description

INITIATED BY: Ambrosio Tovar, Procurement Director *A. Tovar*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *E. Garcia*

PROGRAM DIRECTOR'S APPROVAL: *[Signature]*

Hidalgo County Head Start Program Bid Quote Summary Form

VENDOR				
Company	National Educational Systems	Buyboard Vendor Id 17425876517000/ Vendor # 79338		
Contact:	Lupe Garza			
Address:	P. O. Box 691450			
Telephone:	800-231-4380			
	Buyboard Contract # 254-06, Effective Date 11/1/2006	Exp. 10/31/2009	\$190,197.04	
Item	Description	Catalog Price	Buyboard Price	Quantity
M650029	Character Education Collection	\$106.00	\$79.99	192
M650219	Just the Way	\$99.99	\$71.96	192
M650341	Emergent Literacy Games	\$46.95	\$32.13	192
M901397	I Spy Game	\$19.99	\$14.64	192
M901398	I Spy Preschool Game	\$14.99	\$10.71	192
M902668	Alphabet Bingo	\$7.95	\$5.69	192
M902392	Giant Road Play Carpet	\$39.95	\$28.57	192
M904335	Airport	\$39.95	\$29.96	192
M904337	Magneatos	\$99.95	\$71.42	192
M900097	Sorting Tray	\$34.95	\$24.96	192
M902261	Circular Sorting Tray	\$6.50	\$4.64	192
M650448	Dot 2 Dot Lacing Card Set	\$32.95	\$23.57	192
M904753	Multicultural Puzzle Set	\$71.99	\$52.39	192
M902733	Fairy Tales/Nursery Rhymes	\$99.99	\$71.42	192
M903481	Patterns Blocks & Boards	\$14.95	\$10.69	192
M650247	Disney Collection CD's	\$68.95	\$51.71	192
M904271	Mini Orchestra	\$19.95	\$14.14	192
M903594	Turtle Tally Activity	\$37.95	\$28.46	192
M650577	Science Dominos Set	\$39.96	\$28.54	192
M900029	Bean Bag Set-Colors	\$15.95	\$11.39	192
M900030	Bean Bag Set - Numbers	\$16.95	\$12.11	192
M900031	Bean Bag Set - Shapes	\$15.95	\$11.39	192
M902949	Playground Balls Set	\$26.95	\$14.25	192
M902948	Mesh Ball Bag	\$3.20	\$2.29	192
M903144	Hand Pump	\$3.50	\$2.99	192
M650578	Lets Read & Find Out Science St	\$49.95	\$37.46	192
NES2030	Let's be Series - 10 Volume set	\$82.00	\$73.80	192
NES2146	Aprendiendo con los animales 4 v	\$59.79	\$53.74	192
NES1053	Nursery rhym board book collect	\$45.00	\$40.50	192
NES1164	Amazing Machines 9-volume	\$68.00	\$61.20	192
NES2066	Rainbow Fish Concepts	\$16.00	\$14.40	192

Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: National Educational Systems, Inc.
Address: 6333 De Zavala Road, Suite 106
San Antonio, TX 78249
Phone: (210) 586-6888
Contact: Joe Atkinson
Email: booksnes@satx.rr.com

HUB Vendor: Yes
Accepts RFQs: Yes

Contract: Instructional Supplies & Equipment #254-06
Effective Date: 11/1/2006
Expiration Date: 10/31/2009
Payment Terms: Net 30 days
Delivery Days: 21

Shipping Terms: Freight prepaid by vendor
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier

Regions Served: All Regions
States Served: Texas

Vendor Exceptions: EXCLUDED from discount: playground equipment and Bye Bye Buggy. Free freight except furniture, playground equipment, Bye Bye Buggy, Mulch and items with a UPS, FedEx, FOB Manufacturer. These items will incur actual freight charges. Call 800-231-4380 for freight quote. Free freight on all books and manipulatives.

Additional Information: Return authorization numbers required for returns. Materials must be in saleable condition. Returns for credit or to replace damaged products only - freight and insurance paid by purchaser.

User Name: NES Agency COOP Group National Educational Systems, Inc
Version: BuyBoard 2000

[\[Log Off \]](#)

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Search Results: Instructional/Teaching Aid Supplies & Equipment

- To add items to your Basket, enter the quantity you wish to purchase and click 'ADD'
- To check out, click 'CHECK OUT'
- You can customize your search results in Search Options.
- To sort the results click on the column header. Click again to sort in the reverse order.
- To view item details or add Approved Vendor Catalog Items click **Info**

Narrow Search by Keyword(s):

[Search](#) [Back](#)

Part # / Vendor	Description	Qty	Unit Price	
Catalog National Educati	10% Discount Off Illustrated Product Catalog, Early Childhood Catalog and Literacy Catalog for Library Supplies (stock items). VENDOR REFERENCE #BB 254-06.		EA \$0.00	Info
Catalog National Educati	10% Discount Off NES Early Childhood Catalog and NES Literacy Catalog for All Non-Stock Instructional Products. VENDOR REFERENCE #BB 254-06.		EA \$0.00	Info
Catalog National Educati	10% Discount Off Illustrated Product Catalog, Early Childhood Catalog and Literacy Catalog for Library Equipment (stock items). VENDOR REFERENCE #BB 254-06.		EA \$0.00	Info
Catalog National Educati	10% Discount Off Illustrated Product Catalog, Early Childhood Catalog and Literacy Catalog for Non-Stock Library Supplies & Equipment. VENDOR REFERENCE #BB 254-06.		EA \$0.00	Info
Catalog National Educati	10% Discount Off NES Early Childhood Catalog and NES Literacy Catalog for Instructional Supplies (stock items). VENDOR REFERENCE #BB 254-06.		EA \$0.00	Info
Catalog National Educati	10% Discount Off Illustrated Product Catalog, Early Childhood Catalog and Literacy Catalog for All Other Library Products (stock items). VENDOR REFERENCE #BB 254-06.		EA \$0.00	Info
Catalog National Educati	10% Discount Off NES Early Childhood Catalog and NES Literacy Catalog for Instructional Equipment (stock items). VENDOR REFERENCE #BB 254-06.		EA \$0.00	Info

1-7 of 7 items

AI-6748
Vehicles
CC REGULAR

11.C.

Date: 12/05/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase Two (2) 2008 Chevrolet 1500 Extended Cab Pick-up Trucks for a Total Cost of \$39,052.00, and Two (2) 2008 Chevrolet Express Cargo Vans for a Total Cost of \$39,052.00 through the Hidalgo County's Membership/Participation with the Texas Procurement and Support Services (TPASS) Awarded Vendor, Baby Jack II Automotive LTD for a Grand Total of \$71,016.00 (Including Delivery)

BACKGROUND

Policy Council Approval: 11-14-07

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-19-20-10000-5453-505

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

7-19-20-10000-5453-505 \$71,016.00

Attachments

Link: [Vehicles](#)

Link: [6748 BACKUP](#)

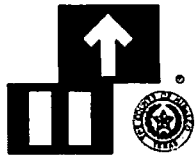
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 02:08 PM	APRV
2	Rey Salazar	Rey Salazar	11/29/2007 04:41 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Linda Galaviz

Started On: 11/28/2007 01:49 PM

Final Approval Date: 11/30/2007



Hidalgo County Head Start Program Policy Council Agenda

DATE: November 14, 2007

SUBJECT: Discussion/Approval on Request to Purchase Two (2) 2008 Chevrolet 1500 Extended Cab Pick-Up Trucks for a Total Amount of \$39,052.00, and Two (2) 2008 Chevrolet Express Cargo Vans for a Total Amount of \$39,052.00 through the Hidalgo County's Membership/Participation in the with the Texas Procurement and Support Services (TPASS) Awarded Vendor, Baby Jack II Automotive LTD for a Grand Total of \$71,016.00 (Including Delivery)

RATIONALE/NEED: This contract would allow the replacement of the oldest vehicles with the most mileage in the fleet.

- A. Unit 54 1997 GMC Pick-Up 254,000 Miles
- B. Unit 55 1995 GMC Pick-Up 166,571 Miles
- C. Unit 43 1995 GMC Cargo Van 128,456 Miles
- D. Unit 44 1995 GMC Cargo Van 136,605 Miles

New Vehicles Descriptions

Cargo Vans: White 2008 Model, Full size, extended, standard glass, V8, A/C, AM/FM Radio, Automatic Transmission, Standard Cloth Seat Material.

Pick-Up Trucks: White 2008 Model, ½ Ton, Extended Cab, Gas Engine, Long Bed, V8, A/C, AM/FM Radio, Automatic Transmission, Standard Cloth Seat Material, Bed Liner.

RECOMMENDATION: Administration recommends approval.

COST: \$71,016.00

RELATED INFORMATION INCLUDED: Participant Info

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Edmundo Garcia, Assistant Director

QUOTE# 002

CONTRACT PRICING WORKSHEET

End User: YOLANDA VELASQUEZ		Contractor: Baby Jack Auto Group	
Contact Name: HIDALGO CTY		CALDWELL COUNTRY CHEVROLET	
Email: YVELASQUEZ@HCHSP.ORG		Prepared By: Averyt Knapp	
Phone #: 956-380-4050		Email: aknapp@caldwellcountry.com	
Fax #: 956-381-0439		Phone #: 800-299-7283 or 979-567-6116	
Location City & State: EDINBURG, TX		Fax #: 979-567-0853	
Date Prepared: NOVEMBER 16, 2007		Address: P. O. Box 27, Caldwell, TX 77836	
Contract #: CPA/TBPC 072-A1		Tax ID # 14-1856872	
Product Description: 2008 CHEVROLET 1500 LWB EXTENDED CAB CC10953			
A Base Price: #072-02-38100-5			\$18,337
B Published Options			
Code	Description	Cost	Code Description Cost
38103 -9	SPRAY IN BEDLINER	349	BABY JACK II AUTOMOTIVVE, LTD.
38111 -2	5.3L V8	840	CALDWELL COUNTRY CHEVROLET
			PO BOX 27
			CALDWELL, TEXAS 77836
Subtotal B			\$1189
C Unpublished Options			
Code	Description	Cost	Code Description Cost
Subtotal C			
D Other Price Adjustments (Installation, Delivery, Etc...)			
Subtotal D			INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)			\$19,526
Quantity Ordered			2
X			
Subtotal E			\$39,052
F Non-Equipment Charges (Trade-In, Warranty, Etc...)			
G. Color of Vehicle: WHITE			INCL
H. Total Purchase Price (E+F)			\$39,052

	Estimated Delivery Date:	60-90 DAYS PLUS HOLIDAYS
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Window on State Government

Susan Combs Texas Comptroller of Public Accounts

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072-A1 - TRUCKS

12/2006 THRU 08/2008

072-A1

For Further information contact Manuel Perez, Purchaser A
at (512) 463-2469 or e-mail at Purchaser.A@cpa.state.tx.us

NOTE: The products listed are for the use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

collapse all sections | expand all sections

- General Contract Information**GENERAL CONTRACT INFORMATION**

SPECIAL NOTE: ORDERING ENTITIES WILL NOTIFY THIS OFFICE IF A VENDOR IS UNABLE TO PROVIDE ANY OPTION OFFERED UNDER THIS CONTRACT.

Section 1

- *1.1 DESCRIPTION OF CONTRACT: 072-A1 Trucks
VEHICLE INDEX BY SERIES
- 1.2 TYPE: Automated Firm Price.
- *1.3 TERM OF CONTRACT: The term of this contract is from December 19, 2006 through August 31, 2008
- 1.4 MINIMUM ORDER: One vehicle.
- 1.5 SPOT PURCHASE OPTION: None.
- 1.6 ZONE: This is a statewide contract.
- 1.7 WARRANTY: Manufacturer's standard warranty applies.
- 1.8 PRICE CHANGES: Price decreases may be accepted at any time. No price escalations will be granted until the second year of this contract.
- 1.9 RECYCLED PRODUCTS: Efforts have been made to identify any product meet the criteria definitions of recycled. If you have questions regarding recycled products, please contact the Recycling Coordinator at (512) 463-3034.
- 1.10 FUNDING OUT: Any blanket purchase order (an order calling for multiple deliveries over a specified period of time) is contingent upon the continued availability of appropriations.

~~VANS~~ Trucks

072-02-36344-1 EA	OPTION NO. 146: WIRING, ACCESSORY POWER SUPPLY - 2007 FORD F150	.
072-02-36345-8 EA	OPTION NO. 147: WIRING, AUXILIARY FOR CAB MOUNTED LIGHTING - 2007 FORD F150	63.
072-02-36346-6 EA	OPTION NO. 258: SEAT FABRIC, VINYL - 2007 FORD F150	.
072-02-36347-4 EA	OPTION NO. 102: LIGHT BAR - FULL WIDTH LED MULTI-DIRECTIONAL, AMBER - 2007 FORD F150	1,175.
072-02-36348-2 EA	OPTION NO. 103: LIGHT BAR - FULL WIDTH LED MULTI-DIRECTIONAL, AMBER/BLUE - 2007 FORD F150	1,175.
072-02-36349-0 EA	OPTION NO. 104: LIGHT BAR - FULL WIDTH LOW PROFILE LED MULTI-DIRECTIONAL, AMBER - 2007 FORD F150	1,175.
072-02-36350-8 EA	OPTION NO. 105: LIGHT BAR - FULL WIDTH LOW PROFILE LED MULTI-DIRECTIONAL, AMBER/BLUE - 2007 FORD F150	1,050.
072-02-36351-6 EA	OPTION NO. 106: TRAFFIC ADVISOR - LED MULTI-DIRECTIONAL AMBER - 2007 FORD F150	691.

■ TRUCKS, PICKUP, FULL SIZE, 1/2 TON, EXTENDED CAB, 8 CYLINDER GASOLINE ENGINE, AUTOMATIC TRANSMISSION, AIR CONDITIONER, SERIES 863C FLEETSIDE LONG BED, STANDARD CLOTH SEAT MATERIAL
NIGP 07202250000

Vendor Number: 39479 BABY JACK II AUTOMOTIVE LTD

C
Chevy

072-02-38100-5 EA	SERIES 863C 1/2 TON PICKUP BASE UNIT, ENGINE NET HORSEPOWER 235, GVWR 6600 LEV EMISSIONS CERTIFICATION MAKE & MODEL: CHEVROLET 1500 ENGINE LITERS: 4.8 FINAL ORDER DATE: ACCEPTING ORDERS FOR 2008 MODELS - CHEVROLET 1500 *** AGENCY MUST SPECIFY COLOR: *** NIGP 07202250507	18,337.
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072-02-38102-1 EA OPTION NO. 15: ALTERNATOR 130 AMP MINIMUM - CHEVROLET 1500

* 072-02-38103-9 EA OPTION NO. 30: BED LINER, SPRAY ON - CHEVROLET 1500 349.

072-02-38104-7 EA OPTION NO. 29: BUMPER, REAR STEP, HEAVY DUTY - CHEVROLET 1500

072-02-38105-4 EA OPTION NO. 31: BEDLINER, UNDER-LIP RAIL - CHEVROLET 1500 139.

072-02-38106-2 EA OPTION NO. 32: BEDLINER, OVER-LIP RAIL - CHEVROLET 1500 149.

QUOTE# 001
WORKSHEET

CONTRACT PRICING

End User: YOLANDA VELASQUEZ		Contractor: Baby Jack Auto Group	
Contact Name: HIDALGO CTY		CALDWELL COUNTRY CHEVROLET	
Email: YVELASQUEZ@HCHSP.ORG		Prepared By: Averyt Knapp	
Phone #: 956-380-4050		Email: aknapp@caldwellcountry.com	
Fax #: 956-381-0439		Phone #: 800-299-7283 or 979-567-6116	
Location City & State: EDINBURG, TX		Fax #: 979-567-0853	
Date Prepared: NOVEMBER 16, 2007		Address: P. O. Box 27, Caldwell, TX 77836	
Contract #: CPA/TBPC 072-A1		Tax ID # 14-1856872	
Product Description: 2008 CHEVROLET EXPRESS ¼ EXT VAN CG23705			
A Base Price: #071-90-50100-2			\$15,830
B Published Options			
Code	Description	Cost	Code Description Cost
1317	GLASS REAR	48	BABY JACK II AUTOMOTIVVE, LTD
1325	GLASS SIDE	104	CALDWELL COUNTRY CHEVROLET
1341	SWING OUT SIDE DOOR	NC	PO BOX 27 CALDWELL, TEXAS 77836
Subtotal B			\$152
C Unpublished Options			
Code	Description	Cost	Code Description Cost
Subtotal C			
D Other Price Adjustments (Installation, Delivery, Etc...)			
Subtotal D			INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)			\$15,982
Quantity Ordered			2
Subtotal E			\$31,964
F Non-Equipment Charges (Trade-In, Warranty, Etc...)			
G. Color of Vehicle: WHITE			INCL

H. Total Purchase Price (E+F)	\$31,964
Estimated Delivery Date:	60-90 DAYS PLUS HOLIDAYS

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071-A1 - AUTOMOBILES

12/2006 THRU 08/2008

071-A1

For Further information contact Manuel Perez, Purchaser A
at (512) 463-2469 or e-mail at purchaser.A@cpa.state.tx.us

NOTE: The products listed are for the use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

collapse all sections | expand all sections

- General Contract Information**GENERAL CONTRACT INFORMATION**

SPECIAL NOTE: ORDERING ENTITIES WILL NOTIFY THIS OFFICE IF A VENDOR IS UNABLE TO PROVIDE ANY OPTION OFFERED UNDER THIS CONTRACT.

Section 1

- * 1.1 DESCRIPTION OF CONTRACT: 071-A1 Automobiles ✓ ANS
Vehicle Index by Series.
- 1.2 TYPE: Automated Firm Price.
- * 1.3 TERM OF CONTRACT: The term of this contract is from Date of Award through August 31, 2008
- 1.4 MINIMUM ORDER: One vehicle.
- 1.5 SPOT PURCHASE OPTION: None.
- 1.6 ZONE: This is a statewide contract.
- 1.7 WARRANTY: Manufacturer's standard warranty applies.
- 1.8 PRICE CHANGES: Price decreases may be accepted at any time. No price escalations will be granted until the second year of this contract.
- 1.9 RECYCLED PRODUCTS: Efforts have been made to identify any product meet the criteria definitions of recycled. If you have questions regarding recycled products, please contact the Recycling Coordinator at (512) 463-3034.
- 1.10 FUNDING OUT: Any blanket purchase order (an order calling for multiple deliveries over a specified period of time) is contingent upon the continued availability of appropriations.

071-90-39327-7 EA	OPTION NO. 200: SWING-OUTSIDE DOOR (SERIES 680C) - 2007 FORD ECONOLINE	.
071-90-39328-5 EA	OPTION NO. 201 (SERIES 680C): SLIDING SIDE DOOR - 2007 FORD ECONOLINE	.
071-90-39330-1 EA	OPTION NO. 258 (SERIES 680C): SEAT FABRIC, VINYL - 2007 FORD ECONOLINE	-68.
071-90-39331-9 EA	OPTION NO. 102: LIGHT BAR - FULL WIDTH LED MULTI-DIRECTIONAL, AMBER - 2007 FORD ECONOLINE	998.
071-90-39332-7 EA	OPTION NO. 103: LIGHT BAR - FULL WIDTH LED MULTI-DIRECTIONAL, AMBER/BLUE - 2007 FORD ECONOLINE	997.
071-90-39333-5 EA	OPTION NO. 104: LIGHT BAR - FULL WIDTH LOW PROFILE LED MULTI-DIRECTIONAL, AMBER - 2007 FORD ECONOLINE	996.
071-90-39334-3 EA	OPTION NO. 105: LIGHT BAR - FULL WIDTH LOW PROFILE LED MULTI-DIRECTIONAL, AMBER/BLUE - 2007 FORD ECONOLINE	913.
071-90-39335-0 EA	OPTION NO. 106: TRAFFIC ADVISOR - LED MULTI-DIRECTIONAL AMBER - 2007 FORD ECONOLINE	513.

■ VAN, CARGO, FULL SIZE, EXTENDED, STANDARD GLASS, 8 CYLINDER GASOLINE ENGINE, AUTOMATIC TRANSMISSION, AIR CONDITIONER, SERIES 685C, STANDARD CLOTH SEAT MATERIAL
NIGP 07190500000

**E*

*Chery
2500*

Vendor Number: 39479 BABY JACK II AUTOMOTIVE LTD*
071-90-50100-2 EA CARGO VAN, FULL SIZE, EXTENDED, STANDARD GLASS, ENGINE NET HORSEPOWER 255 (MINIMUM REQUIREMENT) LEV EMISSIONS CERTIFICATION MAKE & MODEL: CHEVROLET 2500 EXPRESS ENGINE LITERS: 4.8 FINAL ORDER DATE:ACCEPTING ORDERS FOR 2008 MODELS ***EPA MILES PER GALLON____CITY____HIGHWAY*** ***CALL VENDOR FOR AVAILABILITY*** - CHEVROLET 2500 EXPRESS *** AGENCY MUST SPECIFY COLOR: *** NIGP 07190501002

15,830.

071-90-50101-0 EA	OPTION NO. 2: AIR CONDITIONING IN FRONT AND REAR FOR CARGO VAN - CHEVROLET 2500 EXPRESS	688.
071-90-50102-8 EA	OPTION NO. 15: ALTERNATOR 130 AMP. MINIMUM - CHEVROLET 2500 EXPRESS	60.
071-90-50103-6 EA	OPTION NO. 45: DIFFERENTIAL, LIMITED SLIP - CHEVROLET 2500 EXPRESS	260.
071-90-50104-4 EA	OPTION NO. 48: ENGINE, NEXT LARGER DISPLACEMENT - CHEVROLET 2500 EXPRESS	796.

	PACKAGE - CHEVROLET 2500 EXPRESS	
071-90-50123-4 EA	OPTION NO. 97: SEAT, PASSENGER - CHEVROLET 2500 EXPRESS	292.
071-90-50124-2 EA	OPTION NO. 101: REMOTE KEYLESS ENTRY - CHEVROLET 2500 EXPRESS	136.
071-90-50126-7 EA	OPTION NO. 111: SPOTLIGHT, PERMANENT MOUNT - CHEVROLET 2500 EXPRESS	240.
071-90-50127-5 EA	OPTION NO. 112: SPOTLIGHT, MAGNETIC MOUNT - CHEVROLET 2500 EXPRESS	140.
071-90-50129-1 EA	OPTION NO. 140: WINDOW TINT, MAXIMUM ALLOWED - CHEVROLET 2500 EXPRESS	352.
071-90-50130-9 EA	OPTION NO. 146: WIRING ACCESSORIES - CHEVROLET 2500 EXPRESS	140.
071-90-50131-7 EA	OPTION NO. 149: REAR DOOR GLASS - CHEVROLET 2500 EXPRESS	48.
071-90-50132-5 EA	OPTION NO. 151: GLASS IN ALL DOORS - CHEVROLET 2500 EXPRESS	104.
071-90-50133-3 EA	OPTION NO. 153: GLASS IN EACH DOOR AND SIDE PANEL - CHEVROLET 2500 EXPRESS	252.
071-90-50134-1 EA	OPTION NO. 200: SWING-OUT SIDE DOOR - CHEVROLET 2500 EXPRESS	.
071-90-50135-8 EA	OPTION NO. 201: SLIDING SIDE DOOR - CHEVROLET 2500 EXPRESS	.
071-90-50137-4 EA	OPTION NO. 258: SEAT FABRIC, VINYL - CHEVROLET 2500 EXPRESS	.
Vendor Number: 66294 PHILPOTT FORD		
071-90-50150-7 EA	CARGO VAN, FULL SIZE, EXTENDED, STANDARD GLASS, ENGINE NET HORSEPOWER 255 (MINIMUM REQUIREMENT) LEV EMISSIONS CERTIFICATION MAKE & MODEL: 2008 FORD E250 ENGINE LITERS: 5.4L V8 ***EPA MILES PER GALLON 14 CITY 17 HIGHWAY*** FINAL ORDER DATE:ACCEPTING ORDERS FOR 2008 MODELS ***CALL VENDOR FOR AVAILABILITY*** - 2007 FORD F250 EXT. *** AGENCY MUST SPECIFY COLOR: *** NIGP 07190501507	16,659.
071-90-50151-5 EA	OPTION NO. 2: AIR CONDITIONING IN FRONT AND REAR FOR CARGO VAN - 2007 FORD F250 EXT.	626.
071-90-50152-3 EA	OPTION NO. 15: ALTERNATOR 130 AMP. MINIMUM - 2007 FORD F250 EXT.	.
071-90-50153-1 EA	OPTION NO. 45: DIFFERENTIAL, LIMITED SLIP -	216.

AI-6749
Computers
CC REGULAR

11.D.

Date: 12/05/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase One-Hundred Eleven (111) Dell Computers through Hidalgo County's Membership/Participation in the (TFC) Texas Facilities Commission DIR Awarded Vendor, Dell Marketing LP for the Total Amount of \$78,775.38

BACKGROUND

Policy Council Approval: 11-14-07

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-19-20-99999-205-5208
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

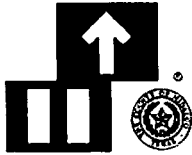
7-19-20-99999-205-5208 \$51,896.79
7-19-10-10000-115-5209 \$26,878.59

Attachments

Link: [Computers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 09:25 AM	APRV
2	Erika Reyna	Erika Reyna	11/29/2007 11:04 AM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Linda Galaviz			Started On: 11/28/2007 01:59 PM	
Final Approval Date: 11/30/2007				



Hidalgo County Head Start Program Policy Council Agenda

DATE: November 14, 2007

SUBJECT: Discussion/Approval on Request to Purchase One Hundred Eleven (111) Dell Computers through Hidalgo County's Membership/Participation in the (TFC) Texas Facilities Commission DIR Awarded Vendor, Dell Marketing LP for the total amount of \$78,775.38

RATIONAL/NEED: Ninety-Three (93) Base Units (CPUs) for the classrooms, fifteen (15) office computers, and three (3) laptops will be purchased. This purchase will allow the replacement of older equipment in the classroom and offices.

<u>Vendor</u>	<u>QTY</u>	<u>Item</u>	<u>Department</u>	<u>Amount</u>
Dell DIR-SDD-192	93	Base Unit	Head Start Centers	\$51,896.79
Dell DIR-SDD-192	5	Desk Computer	Admin Office	\$ 7,555.95
Dell DIR-SDD-192	10	Desk Computer	Admin Office	\$11,939.40
Dell DIR-SDD-192	1	Lap Top Comp	Admin Office	\$ 1,952.62
Dell DIR-SDD-192	2	Lap Top Comp	Admin Office	\$ 5,430.62
TOTAL	111			\$78,775.38

RECOMMENDATION: Administration recommends approval.

COST: \$78,775.38

RELATED INFORMATION INCLUDED: Participant Info/Distribution List and Inventory

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores, Executive Director

DELL**QUOTATION**

QUOTE #: 395697285
 Customer #: 49568535
 Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 11/7/07

Date: 11/7/07 11:40:18 AM

Customer Name: HIDALGO COUNTY HEAD START

TOTAL QUOTE AMOUNT:	\$51,896.79		
Product Subtotal:	\$51,896.79		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 93	SYSTEM PRICE: \$558.03	GROUP TOTAL: \$51,896.79
Base Unit:	OptiPlex 330 Desktop, Celeron 420/1.60GHz, 512K, 800FSB (223-1464)		
Memory:	1.0GB, Non-ECC, 667MHz DDR2 1x1GB, OptiPlex 330 (311-7420)		
Keyboard:	Dell USB Keyboard, No Hot Keys English, Black, OptiPlex (310-8010)		
Monitor:	No Monitor Selected, OptiPlex (320-3704)		
Video Card:	Integrated Video, GMA3100, Dell OptiPlex 330 (320-5766)		
Hard Drive:	80GB SATA, 7200 RPM Hard Drive with Data Buffer Cache, Dell OptiPlex 745 and 330 (341-2981)		
Floppy Disk Drive:	No Floppy Drive with Optical Filler Panel, Dell OptiPlex 320 and 330 Desktop (341-3838)		
Operating System:	Windows XP Professional Service Pack 2, with Media, Dell OptiPlex, English, Factory Install (420-6287)		
Mouse:	Dell USB 2-Button Optical Mouse with Scroll, Black, OptiPlex (310-8009)		
CD-ROM or DVD-ROM Drive:	48X32 CDRW/DVD Combo, Roxio Creator, Cyberlink Power DVD Dell OptiPlex 330 (313-6652)		
Speakers:	Internal Chassis Speaker Option, Dell OptiPlex Desktop (313-3551)		
Documentation Diskette:	No Resource CD for Dell OptiPlex, Precision and Latitude Systems (313-3573)		
Service:	Dell Hardware Warranty Plus Onsite Service, Extended Year (988-2436)		
Service:	Contract - Next Business Day Parts and Labor On-Site Response 4YR Extended (980-2334)		
Service:	Dell Hardware Warranty Plus Onsite Service, Initial Year (988-2437)		
Service:	Contract - Next Business Day Parts and Labor On-Site Response Initial Year (983-9910)		
Installation:	Standard On-Site Installation Declined (900-8987)		
Misc:	Shipping Material for System Neo Desktop, Dell OptiPlex (310-8331)		

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. Orders may be faxed to the attention of your sales representative to 1-866-844-0532. 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 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

DELL

QUOTATION

QUOTE #: 397755083
Customer #: 49568535
Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 11/19/07

Date: 11/19/07 9:08:11 AM

Customer Name: HIDALGO COUNTY HEAD START

TOTAL QUOTE AMOUNT:	\$7,555.95		
Product Subtotal:	\$7,555.95		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

QUANTITY: 5	SYSTEM PRICE: \$1,511.19	GROUP TOTAL: \$7,555.95
Base Unit:	OptiPlex 755 Small Form Factor Core 2 Duo E6850 3.0GHz, 4M, VT 1333FSB (223-0605)	
Processor:	NTFS File System, Factory Install (420-3699)	
Memory:	4.0GB, Non-ECC, 800MHz DDR2 4x1GB, OptiPlex 755 (311-7375)	
Keyboard:	Dell USB Keyboard, No Hot Keys English, Black, OptiPlex (310-8010)	
Monitor:	Dell UltraSharp 1908FP Flat Panel with Height Adjustable Stand, 19.0 Inch VIS, OptiPlex Precision and Latitude (320-5292)	
Video Card:	Integrated Video, GMA3100, Dell OptiPlex 755 (320-5642)	
Hard Drive:	250GB SATA 3.0Gb/s and 8MB Data Burst Cache, Dell OptiPlex 755 (341-5474)	
Floppy Disk Drive:	3.5 Inch, 1.44MB, Slimline Floppy Drive, OptiPlex 755 (341-5128)	
Operating System:	Vista Business, with Media, 32 Edition, English, Dell OptiPlex Factory Install (420-6614)	
Mouse:	Dell USB 2-Button Optical Mouse with Scroll, Black, OptiPlex (310-8009)	
TBU:	ASF Basic Hardware Enabled Systems Management, Dell OptiPlex (310-9492)	
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW, Slimline, Roxio Creator, Cyberlink Power DVD OptiPlex 755 Small Form Factor (313-5416)	
Speakers:	Dell AS501 black Sound Bar for UltraSharp Flat Panel Displays for OptiPlex, Precision, Latitude (313-4028)	
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex 755 (310-9380)	
Factory Installed Software:	Energy Smart, Energy Star, EIST for OptiPlex (if applicable) (310-9504)	
Service:	Dell Hardware Warranty Plus Onsite Service, Extended Year (987-9258)	
Service:	Contract - Next Business Day Parts and Labor On-Site Response 4YR Extended (980-0404)	
Service:	Dell Hardware Warranty Plus Onsite Service, Initial Year (987-9257)	
Service:	Contract - Next Business Day Parts and Labor On-Site Response Initial Year (983-6850)	
Installation:	Standard On-Site Installation Declined (900-9987)	
Misc:	Execute Disable Bit for Microsoft Windows XP SP2 set to OFF, Dell OptiPlex (463-7780)	
Misc:	Norton Internet Security 2007, English, 15 Month, Dell OptiPlex, Precision and Latitude (410-0850)	
Misc:	Shipping Material for System Cypher Small Form Factor, Dell OptiPlex (310-8332)	
	You have chosen a Vista Premium System (310-8642)	
	Intel Core2 Duo Desktop Sticker (310-9561)	

SALES REP:	MARK CRIPPEN	PHONE:	1888-977-3355
Email Address:	Mark_Crippen@Dell.com	Phone Ext:	726-4957

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. Orders may be faxed to the attention of your sales representative to 1-866-844-0532. 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 P.O. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More info: or refer to URL www.dell.com/environmentalfee

DELL**QUOTATION**

QUOTE #: 397755306

Customer #: 49568535

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 11/19/07

Date: 11/19/07 9:08:12 AM

Customer Name: HIDALGO COUNTY HEAD START

TOTAL QUOTE AMOUNT:	\$11,939.40		
Product Subtotal:	\$11,939.40		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP 1	QUANTITY: 10	SYSTEM PRICE: \$1,193.94	GROUP TOTAL: \$11,939.40
Base Unit:	OptiPlex 755 Small Form Factor Core 2 Duo E6550/2.33GHz, 4M VT, 1333FSB (223-0607)		
Processor:	NTFS File System, Factory Install (420-3699)		
Memory:	2GB, Non-ECC, 667MHz DDR2, 2X1GB OptiPlex 740 (311-7440)		
Keyboard:	Dell USB Keyboard, No Hot Keys English, Black, OptiPlex (310-8010)		
Monitor:	Dell UltraSharp 1908FP Flat Panel with Height Adjustable Stand, 19.0 Inch VIS, OptiPlex Precision and Latitude (320-5292)		
Video Card:	Integrated Video, GMA3100, Dell OptiPlex 755 (320-5642)		
Hard Drive:	80GB SATA 3.0Gb/s and 8MB DataBurst Cache, Dell OptiPlex 755 (341-5472)		
Floppy Disk Drive:	3.5 Inch, 1.44MB, Slimline Floppy Drive, OptiPlex 755 (341-5128)		
Operating System:	Vista Business, with Media, 32 Edition, English, Dell OptiPlex Factory Install (420-6614)		
Mouse:	Dell USB 2-Button Optical Mouse with Scroll, Black, OptiPlex (310-8008)		
TBU:	ASF Basic Hardware Enabled Systems Management, Dell OptiPlex (310-9492)		
CD-ROM or DVD-ROM Drive:	24X24 CDRW/DVD Combo, Roxio Creator Cyberlink Power DVD Dell OptiPlex 755 Small Form Factor (313-5412)		
Speakers:	Dell AS501 black Sound Bar for UltraSharp Flat Panel Displays for OptiPlex, Precision, Latitude (313-4028)		
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell OptiPlex 755 (310-9380)		
Factory Installed Software:	Energy Smart, Energy Star, EIST for OptiPlex (if applicable) (310-9304)		
Service:	Dell Hardware Warranty Plus Onsite Service, Extended Year (987-9258)		
Service:	Contract - Next Business Day Parts and Labor On-Site Response 4YR Extended (980-0404)		
Service:	Dell Hardware Warranty Plus Onsite Service, Initial Year (987-9257)		
Service:	Contract - Next Business Day Parts and Labor On-Site Response Initial Year (983-8850)		
Installation:	Standard On-Site Installation Declined (900-9987)		
Misc:	Execute Disable Bit for Microsoft Windows XP SP2 set to OFF, Dell OptiPlex (483-7780)		
Misc:	Shipping Material for System Cypher Small Form Factor, Dell OptiPlex (310-8332)		
	You have chosen a Vista Premium System (310-8642)		
	Intel Core2 Duo Desktop Sticker (310-9561)		

SALES REP:	MARK CRIPPEN	PHONE:	1888-977-3355
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Email Address:	Mark_Crippen@Dell.com	Phone Ext:	726-4957
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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. Orders may be faxed to the attention of your sales representative to 1-866-844-0532. 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 P.O. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly. Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per Item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

DELL**QUOTATION**

QUOTE #: 396700356

Customer #: 49568535

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 11/13/07

Date: 11/13/07 11:09:05 AM

Customer Name: HIDALGO COUNTY HEAD START

TOTAL QUOTE AMOUNT:	\$1,952.62		
Product Subtotal:	\$1,952.62		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$1,952.62	GROUP TOTAL: \$1,952.62
Base Unit:	Latitude D430, Intel Core2 Duo U7800, 1.20GHz ULV, 633Mhz, 2ML2 Cache (222-8578)		
Processor:	12.1 inch Wide Screen WXGA LCD for Latitude D430 (320-5850)		
Memory:	2GB DDR2, SDRAM, 2 Dimms (1GB Integrated) Latitude D430 (311-7267)		
Keyboard:	Internal English Keyboard for Latitude D420, D430 Notebooks (310-7924)		
Video Card:	Intel Integrated Graphics Media Accelerator 960 Latitude (320-4809)		
Hard Drive:	120GB Hard Drive 8MM, 5400RPM for Latitude D430 (341-5731)		
Floppy Disk Drive:	No Floppy Drive for Latitude D-Family Notebooks (340-8884)		
Operating System:	Vista Business, with media English, Latitude (420-8608)		
NIC:	Dell Wireless 360 VSTA Bluetooth Module for Vista, Latitude D430 (430-2422)		
TBU:	65W AC Adapter for Latitude D-Family (310-7283)		
CD-ROM or DVD-ROM Drive:	D/BAY w/ 8X DVD+/-RW w/ Roxio Creator and Cyberlink Power2Go Latitude D430 (313-6318)		
Processor Cable:	Intel 4966 WLAN (802.11a/g/n) mini Card Latitude, Factory Install (430-2420)		
Factory Installed Software:	No Resource CD for Dell OptiPlex, Precision and Latitude Systems (313-3673)		
Feature:	6-Cell/42 Whr Primary Battery for Dell all Latitude D420 (312-0438)		
Feature:	Classic Nylon Carrying Case for Dell Latitude D-Family Notebooks (310-7276)		
Service:	Dell Hardware Warranty Plus Onsite Service, Extended Year (987-5518)		
Service:	Contract - Next Business Day Parts Labor On-Site Response 4YR Extended (970-8684)		
Service:	Dell Hardware Warranty Plus Onsite Service, Initial Year (987-5527)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (983-3470)		
Misc:	Norton Internet Security 2007, English, 18 Month, Dell OptiPlex, Precision and Latitude (410-8860)		
	You have chosen a Windows Vista Premium System (310-8758)		
	Intel Centrino Core Duo Processor (310-8314)		

SALES REP:	MARK CRIPPEN	PHONE:	1888-977-3355
Email Address:	Mark_Crippen@Dell.com	Phone Ext:	726-4957

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DELL**QUOTATION**

QUOTE #: 396697913

Customer #: 49568535

Contract #: 9913578

Customer Agreement #: DIR-SDD-192

Quote Date: 11/13/07

Date: 11/13/07 11:09:02 AM

Customer Name: HIDALGO COUNTY HEAD START

TOTAL QUOTE AMOUNT:	\$5,430.62		
Product Subtotal:	\$5,430.62		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: \$2,715.31	GROUP TOTAL: \$5,430.62
Base Unit:	Latitude D630c, Intel Core 2 Duo T7800, 2.60GHz, 800MHz, 4MB L2 Cache (223-3270)		
Processor:	14.1 Inch Wide Screen WXGA+ LCD for Latitude D630 (320-6259)		
Memory:	4.0GB, DDR2-667 SDRAM, 2 DIMM for Dell Latitude Notebooks (311-5689)		
Keyboard:	Internal English Keyboard for Latitude Notebooks (310-8768)		
Video Card:	NVIDIA Quadro NVS 135M Latitude D630c (320-6014)		
Hard Drive:	120GB Hard Drive 9.5MM 7200RPM for Latitude DX30 (341-4603)		
Hard Drive Controller:	Standard Touchpad for Latitude D630 (310-8792)		
Floppy Disk Drive:	No Floppy Drive for Latitude D-Family Notebooks (340-8854)		
Operating System:	Vista Business, with media English, Latitude (420-6605)		
NIC:	Dell Wireless 360 VISTA Bluetooth Module for Vista Latitude (430-2276)		
TBU:	65W AC Adapter for Latitude D-Family (310-7283)		
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW w/ Roxio Creator and Cyberlink Latitude DX20 (313-6044)		
Processor Cable:	Intel 4966 WLAN (802.11a/g/n) mini Card Latitude, Factory Install (430-2712)		
Factory Installed Software:	No Resource CD for Dell Optiplex, Precision and Latitude Systems (313-3673)		
Software Disk Two:	Resource DVD with Diagnostics and Drivers for Vista Latitude D630c Notebook (310-9715)		
Feature:	9-Cell/65 Whr Primary Battery for Latitude D630 (312-0485)		
Feature:	Large Nylon Carrying Case for Dell Latitude D-Family Notebooks (310-7888)		
Service:	Dell Hardware Warranty, Extended Year(s) (888-3888)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response 4YR Extended (980-2964)		
Service:	Dell Hardware Warranty, Initial Year (888-3887)		
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (984-1000)		
Misc:	US - 3-FT/Flat D-Family Power Cord, 3 Wire (310-7268)		
Misc:	Norton Internet Security 2007, English, 16 Month, Dell OptiPlex, Precision and Latitude (410-0860)		
	You have chosen a Windows Vista Premium System (310-8768)		

SALES REP:	MARK CRIPPEN	PHONE:	1888-977-3355
Email Address:	Mark_Crippen@Dell.com	Phone Ext:	726-4957

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place your order online at www.dell.com/quote

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HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♦ EDINBURG, TEXAS 78540♦ TEL: (956) 383-0706 ♦ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director
FROM: Ambrosio Tovar, Procurement Director *AT*
DATE: November 7, 2007
SUBJ: Purchase of Computers
Cc: Yolanda Velasquez, Procurement Assistant

In working with the MIS Department we have concluded that we are in need of new computers for the classroom and office. These computers are in poor condition and the maintenance is too high to maintain. We have identified the computers that we need to replace at the centers by classroom. A list has been attached.

The new computers will greatly increase the learning environment in the classroom and will efficiently operate the children's learning software.

Should you have any questions please call me. Thank you.

LOCATION OF COMPUTER

#	HEAD START CENTERS	QTY
1	Alamo	4
2	Alton	2
3	Donna II	3
4	Donna IV	1
5	Edcouch	1
6	Edinburg I	1
7	Edinburg II	1
8	Edinburg III	1
9	Edinburg IV	6
10	Edinburg V	5
11	Elsa	3
12	Hidalgo	2
13	La Herencia	3
14	La Joya	2
15	Las Milpas 1	1
16	McAllen II	6
17	McAllen IV	2
18	McAllen VI	3
19	Mercedes I	2
20	Mission I	4
21	Mission III	2
22	Mission IV	3
23	Monte Alto	1
24	Palmview I	5
25	Palmview III	4
26	Penitas	2
27	Pharr	3
28	Progreso	1
29	San Carlos	3
30	San Juan I	2
31	Sullivan	3
32	Vine Terrace	2
33	Weslaco I	4
34	Weslaco II	2
35	Weslaco III	3
Total Computers for Head Start Centers		93
Desk Computers - Office		15
Laptop Computers - Office		3
Total Computers for Office		18
Total Computers		111



Hidalgo County Head Start Program

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

MEMORANDUM

To: Edmundo Garcia, Assistant Program Director

From: Conrad Cabrera, MIS Director

Subject: Request for Computers (Classroom)

Date: October 16, 2007

Attached is a list of classroom computer that we would like to replace. These computers are in poor condition and are more costly to maintain than to replace them with a new system. The list identifies the location and classroom of the 93 computers we are requesting to replace. Please inform me if you require any specifications for the requested classroom equipment.

Should you require any further information on this matter, please contact me at extension 109.

\$ 750/computer

Location	Room	Model Type	Serial N°	Tag	Status	Win 98	Me 2000	Win XP
Alamo	1	Hatch Tower Celeron 300	98-95-12	008694	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alamo	3	Hatch Tower Celeron 300	98-130-12	008690	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alton	5	Hatch Tower Celeron 300	98-125-12	008717	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donna 2	2	Hatch Tower Celeron 300	98-98-12	008700	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Edinburg 1	3	Hatch Tower Celeron 300	98-116-12	008684	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Edinburg 2	2	Hatch Tower Celeron 300	98-105-12	008715	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Edinburg 3	3	Hatch Tower Celeron 300	98-113-12	008701	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Edinburg 5	1	Hatch Tower Celeron 300	98-96-12	008717	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elsa	1	Hatch Tower Celeron 300	98-121-12	008682	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elsa	2	Hatch Tower Celeron 300	98-100-12	008718	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
La Joya	3	Hatch Tower Celeron 300	98-102-12	008692	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McAllen 2	3	Hatch Tower Celeron 300	98-123-12	008713	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McAllen 2	5	Hatch Tower Celeron 300	98-101-12	008705	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McAllen 4	1	Hatch Tower Celeron 300	98-109-12	008719	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mercedes 1	5	Hatch Tower Celeron 300	98-99-12	008712	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mission 1	1	Hatch Tower Celeron 300	98-106-12	008716	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mission 4	1	Hatch Tower Celeron 300	98-97-12	008706	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mission 4	3	Hatch Tower Celeron 300	98-127-12	None	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monte Alto	2	Hatch Tower Celeron 300	98-133-12	008688	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Palmview 1	8	Hatch Tower Celeron 300	08-115-12	008702	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Palmview 3	2	Hatch Tower Celeron 300	98-124-12	009814	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Penitas	1	Hatch Tower Celeron 300	98-132-12	014150	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pharr	4	Hatch Tower Celeron 300	98-119-12	014365	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Progreso	1	Hatch Tower Celeron 300	98-117-12	008685	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
San Carlos	2	Hatch Tower Celeron 300	98-110-12	008714	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
San Juan 1	1	Hatch Tower Celeron 300	98-107-12	008709	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sullivan	2	Hatch Tower Celeron 300	98-103-12	008699	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sullivan	3	Hatch Tower Celeron 300	98-118-12	008693	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Weslaco 1	1	Hatch Tower Celeron 300	98-120-12	014820	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total: 29

Location	Room	Model Type	Serial N°	Tag	Status	Win 98	Me 2000	Win XP
Alamo	5	GEM Tower Celeron 800	01120151	013552	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alamo	6	GEM Tower Celeron 800	01120138	013538	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alton	2	GEM Tower Celeron 800	013607	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Donna 2	1	GEM Tower Celeron 800	01120016	013539	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Donna 2	3	GEM Tower Celeron 800	01120127	013574	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Donna 4	1	GEM Tower Celeron 800	01120251	013599	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edcouch	7	GEM Tower Celeron 800	01120153	013593	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edinburg 4	2	GEM Tower Celeron 800	013604	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edinburg 4	3	GEM Tower Celeron 800	013628	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edinburg 4	4	GEM Tower Celeron 800	1120105	013569	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edinburg 4	6	GEM Tower Celeron 800	013553	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edinburg 4	8	GEM Tower Celeron 800	01120121	013615	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edinburg 5	2	GEM Tower Celeron 800	015843	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edinburg 5	3	GEM Tower Celeron 800	01120159	013579	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edinburg 5	4	GEM Tower Celeron 800	013573	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Elsa	3	GEM Tower Celeron 800	013554	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hidalgo	1	GEM Tower Celeron 800	015089	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hidalgo	2	GEM Tower Celeron 800	013541	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
La Herencia	1	GEM Tower Celeron 800	011220009	013575	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
La Herencia	2	GEM Tower Celeron 800	01120253	013572	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
La Herencia	3	GEM Tower Celeron 800	01120249	013601	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
La Joya	1	GEM Tower Celeron 800	013571	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McAllen 2	1	GEM Tower Celeron 800	01120152	16360	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McAllen 2	4	GEM Tower Celeron 800	01120132	013564	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McAllen 2	6	GEM Tower Celeron 800	013588	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McAllen 4	3	GEM Tower Celeron 800	01120003	013591	Fair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
McAllen 6	1	GEM Tower Celeron 800	011220122	013542	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McAllen 6	2	GEM Tower Celeron 800	01120013	013585	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McAllen 6	3	GEM Tower Celeron 800	01120142	16346	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mercedes 1	3	GEM Tower Celeron 800	013609	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mission 1	2	GEM Tower Celeron 800	013623	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mission 1	3	GEM Tower Celeron 800	01120008	015136	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mission 1	4	GEM Tower Celeron 800	013543	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mission 3	2	GEM Tower Celeron 800	01120017	013581	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mission 3	3	GEM Tower Celeron 800	01120156	013549	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Palmview 1	1	GEM Tower Celeron 800	013625	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Palmview 1	3	GEM Tower Celeron 800	01120111	013584	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Palmview 1	5	GEM Tower Celeron 800	013550	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Palmview 1	7	GEM Tower Celeron 800	01120014	013544	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Palmview 3	1	GEM Tower Celeron 800	01120143	013618	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Palmview 3	5	GEM Tower Celeron 800	01120248	013600	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Penitas	3	GEM Tower Celeron 800	013557	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pharr	1	GEM Tower Celeron 800	01120147	013566	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pharr	2	GEM Tower Celeron 800	013568	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
San Carlos	3	GEM Tower Celeron 800	013606	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
San Carlos	4	GEM Tower Celeron 800	013556	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Total: 46

HCHSP GEM Tower Celeron Query

10/15/2007

Location	Room	Model Type	Serial N°	Tag	Status	Win 98	Me 2000	Win XP
Edinburg 4	5	Hatch Tower Celeron 600	01-413-07	014461	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Edinburg 5	6	Hatch Tower Celeron 600	01-412-07	014617	Poor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Las Milpas 1	3	Hatch Tower Celeron 600	01-415-07	014966	Poor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
McAllen 2	2	Hatch Tower Celeron 600	98-114-12	008681	Poor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mission 4	2	Hatch Tower Celeron 600	01-406-07	015008	Poor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Palmview 3	4	Hatch Tower Celeron 600	01-408-07	014957	Poor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vine Terrace 2	2	Hatch Tower Celeron 600	01-407-07	014250	Poor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vine Terrace 3	3	Hatch Tower Celeron 600	01-414-07	015128	Poor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Weslaco 2	4	Hatch Tower Celeron 600	98-104-12	008711	Poor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Weslaco 3	2	Hatch Tower Celeron 600	01-416-07	014628	Poor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Weslaco 3	3	Hatch Tower Celeron 600	01-409-07	014598	Poor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Total: 11

HCHSP GEM Tower Celeron Query

10/15/200

Location	Room	Model Type	Serial N°	Tag	Status	Win 98	Me 2000	Win XP
San Juan 1	3	GEM Tower Celeron 800	01120020	013608	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sullivan	4	GEM Tower Celeron 800	013551	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weslaco 1	2	GEM Tower Celeron 800	013597	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weslaco 1	3	GEM Tower Celeron 800	01120117	013577	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weslaco 1	4	GEM Tower Celeron 800	01120135	013603	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weslaco 2	3	GEM Tower Celeron 800	013567	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Weslaco 3	1	GEM Tower Celeron 800	013560	None	Fair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Total: 7

29 - Poor
 11 - Poor
 46 - Fair
 7 - Fair

 93

**AI-6755
Surveillance Camera Systems
CC REGULAR**

11.E.

Date: 12/05/2007
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase Surveillance Camera Systems for all Head Start Locations through Hidalgo County's Membership/Participation in the Texas Procurement and Support Services TXMAS Contract Awarded Vendor, Simplex Grinnell, LP for a Total Amount of \$369,904.00

BACKGROUND

Policy Council Approval: 11-27-07

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-19-20-99999-205-5208
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No
BUDGETARY IMPACT:
7-19-20-99999-205-5208 \$369,904.00

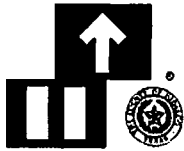
Attachments

Link: [Surveillance Camera](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 08:19 AM	APRV
2	Veronica Lopez	Veronica Lopez	11/29/2007 04:11 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Linda Galaviz Started On: 11/28/2007 02:32 PM
Final Approval Date: 11/30/2007



Hidalgo County Head Start Program Policy Council Agenda

DATE: November 27, 2007

SUBJECT: Discussion/Approval on Request to Purchase Surveillance Camera Systems For All Head Start Locations Through Hidalgo County's Membership /Participation in the Texas Procurement and Support Services TXMAS Contract awarded vendor, Simplex Grinnell, LP for a total amount of \$369,904.00

RATIONALE/NEED: These monitoring systems will enhance classroom instruction, assist in personalizing training for classroom staff and assist us in documenting and designing appropriate responses to the children's individual needs. Additionally, the systems will prove beneficial in providing a more secured environment for children, parents and staff while safeguarding county property.

RECOMMENDATION: Administration recommends approval.

COST: \$369,904.00

RELATED INFORMATION INCLUDED: Participant Info/Distribution List/Memo

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores, Executive Director

You are here:

- [Home »](#)
- [Procurement »](#)
- [Texas Multiple Award Schedule \(TXMAS\) »](#)
- [TXMAS Contracts by Schedule »](#)
- [GSA-03FAC »](#)
- [TXMAS-5-03FAC010 »](#)
- [TXMAS-5-03FAC010-1](#)

Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ($\$50,000 * .75\% = \375) will be paid to the State of Texas by the TXMAS contractor.



SIMPLEX GRINNELL, LP
Contract TXMAS-5-03FAC010-1

Dealer for:

SIMPLEXGRINNELL, LP

On-Line Catalog/Order Processing

FACILITIES MAINTENANCE AND MANAGEMENT

Corporate Office:
 SIMPLEXGRINNELL, LP
 100 SIMPLEX WAY
 WESTMINSTER MA 01441
 USA

Send PO to:
 SIMPLEX GRINNELL - 493
 5449 BEAR LANE, STE. 308
 CORPUS CHRISTI TX 78405

Delivery: VARIES/SEE CONTRACT

FOB Point: DESTINATION

Terms: NET 30 DAYS

Remit To: SIMPLEX GRINNELL, LP
 DEPT CH 10320
 PALATINE IL 60055-0320
 USA

USA	Vendor ID:
Vendor ID: 15826088617	Vendor ID: 15826088617
Invoice From:	Business Type: Large
SIMPLEX GRINNELL -493	DUNS #: 094738007
5449 BEAR LANE, STE. 308	Effective: 12/6/2004
CORPUS CHRISTI TX 78405	Expires: 6/26/2008
USA	
Vendor ID:	

CONTACT: ANNETTE THOMPSON
Phone 512-634-1806
ATHOMPSON@TYCOINT.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 12/6/2004 through 6/26/2008 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-06F-0054N.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: N/A
Maximum Order: \$750,000.00

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Fire Alarm systems sprinklers fire pump backflow special hazard gas and foam systems kitchen hoods portable extinguishers fire hoses self-contained breathing apparatus SBCA e-lights central monitoring station remote monitoring station access control CCTV Sound and communications nurse call systems repair maintenance inspections preventative services replacement parts inventory 24/7 test life safety property manufacturers acceptance testing system certification diagnostic troubleshooting integration code compliance operator training SPS Security Professional Services first aid kits safety equipment Suppression Security SimplexGrinnell Simplex Grinnell Simplex Time Recorder fire alarm strobe horn strobe chime bell alarm smoke detector heat detector beam detector duct smoke detector pull station knox box stopper stopper II iam supervised IDNET iam relay IDNET ZAM Class B monitor fiber transfer Class A Class B Style 6 Style 4 Style Y Style Z Security monitor heat sensor smoke sensor electronics analog duct sensor housing 4-wire 2-wire multi-sensor sampling tube 2 bay door remote test station remote alarm indicator speaker 25V 70 VRMS true alert MAPNET II addressable module MAPNET isolator module remote power supply tamper switch waterflow switch 4100U 4100 plus 4100+ Classic 4010 4005 4006 4008 4004 100 watt amplifier flex 50 amplifier flex 35 amplifier microphone enclosure fireman phone fireman hat elevator recall shunt trip high-rise evacuation single channel audio control standard message set custom labeled walktest 24 graphic I/O Style 7 distribution termination module smoke management application guide RS 232 interface card TrueAlert 12V 24V miniplex transponder fire alarm panel control panel version 8 software version 9 software master controller non-power limited option audio programming software strap underground toggle switch nipple drop concrete nut duct tape gast compressor tank base studs heavy loads HEX 3/8 inch 1/2 5/8 7/8 3/4 1.5 plate fender washer round standard lockwasher circle lag 2.5 hot seal o-ring skirt canopy hose valve wrench hydrant lock breakable complete tee elbow in unit chrome strainer brass bushing tubing sq square reducer uniflange flange grooved floor ceiling rigid clamp t-tap cross cap import gasket lube ductile concentric straight weld welding neck slip blind on vlv 300 lbs 300 pounds wafer butterfly bfly white ring outlet snap let clevis beam brace sway black bk release kwik extender support plastic split heavy gauge tolco thread no-thread attach insert rod dip gallon junction korns pack oil cutting anti-freeze sealant Teflon tape al-box measuring angle Aquarius Frequency Silent Knight Notifier EST Edwards Signaling Technology Siemens Pyrotronics FireFinder AutoCall TFX Gamewell StarCall Wheelock DX-100 VRT VLS VPS VHX VSW E700 VP VSP DV DX paging intercom Public Address system PSRAM SAFEPATH SAE solar training warranty service labor contractor

construction watt required coaxial PICT JPEG EPS RAS PVC exit switches flash door control elevator control alarm inputs outputs tamper switch battery backup beige cabinet transient protection LAN WAN NIC UL map circuit readers push bar door holder rack-mount LED pluggable coils mag lock detector motion prox call-up surveillance PTZ ptz fixed parapet pendant smartcard Pelco Intellium Intellex Intelli-M Sony DSC Sensormatic Kouba Dynalock Indala HID Securitron Sentrol IPIX Intergral Andover Continuum NT 3400 Cassi Rusco DSX Siemens Amag fire, sprinkler, security, cctv, access control, suppression, extinguishers, disaster relief (is this correct), fire alarm, nursecall, monitoring, Public Address system, mass notification, special hazards, emergency light inspection

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-8839 or 512-463-3421.

Susan Combs
Texas Comptroller of Public Accounts

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[Contact Us](#)
[Privacy and Security Policy](#)

**SURVIELLANCE CAMERA TO BE INSTALLED
AT THE FOLLOWING HEAD START LOCATIONS**

1	Alamo
2	Alton
3	Donna I
4	Donna II
5	Donna IV (La Amistad)
6	Edcouch
7	Edinburg I
8	Edinburg II
9	Edinburg III (Galilean)
10	Edinburg IV
11	Edinburg V
12	Elsa
13	Hidalgo
14	La Herencia
15	La Joya
16	Las Milpas I
17	Las Milpas II (El Pueblo)
18	McAllen II STC
19	McAllen IV (Padre Vida)
20	McAllen V
21	McAllen VI (El Patrimonio)
22	McAllen (Vine Terrace)
23	Mercedes I
24	Mercedes II (La Estancia)
25	Mission I
26	Mission II
27	Mission III (Pueblo De Paz)
28	Mission IV (Rio de Vida)
29	Monte Alto
30	Palmview I
31	Palmview II
32	Palmview III
33	Penitas
34	Pharr
35	Progreso
36	San Carlos
37	San Juan I
38	San Juan II

39	Sullivan City
40	Weslaco I
41	Weslaco II
42	Weslaco III
43	Western Rd
44	Administration Office



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♦ EDINBURG, TEXAS 78540 ♦ TEL: (956) 383-0706 ♦ FAX: (956)
380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: November 7, 2007

SUBJ: Surveillance Camera System

Cc: Yolanda Velasquez, Procurement Assistant

We have received information on the surveillance camera system. This system is from the Simplex Grinnell, LP out of McAllen, Texas. They offer a system that will meet our needs and requirements to accomplish our goals to assist in personalizing training for classroom staff and in documenting and designing appropriate responses to the children's individual needs.

The system consists of an 8 or 16 channel digital video recorder (DVD) with capacity of one month hard drive storage space, a 17" flat screen color monitor, a mouse and keyboard. The DVD has a built in burner for storing on the hard drive and/or to record onto a DVD. The system will use indoor cameras with audio for the classrooms and the vandal proof outdoor cameras for the playground (without audio). The cameras will have infrared for night viewing.

Should you have any questions please call me. Thank you.

SimplexGrinnell

1200 E Hackberry
Suite A
McAllen, TX 78411
(361) 289-6174
FAX: (361) 289-6458
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
Hidalgo County Headstart Admin
Po Box 0117
Edinburg, TX 78540

Project: Central Office - CCTV
Customer Reference:
SimplexGrinnell Reference: 493401765
Proposal #: P23722-000090
Date: 11/27/2007
Page 1 of 21

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

ATTENTION: Upon your request, we are providing you with line item pricing for all of the components of the system proposed. Please be aware, however, that the unit prices shown on this quotation are for reference only. Due to variations in shipping costs and potential adjustments in system configuration, the line item prices shown may or may not reflect the exact unit costs ultimately invoiced and/or those quoted in the future. The total system price displayed on this quotation will, however, remain as stated unless an authorized change order is processed.

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		Head Start - Central Office	
		Head Start - Central Office	
1	ADD400LTD016	INTELLEX LT 4 CHAN DEL 160GB	2,588.02
1	9600-0101	INSTALLATION MATERIAL	116.58
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	681.98
		District Services - Head Start - Central Office	
	PM LAB	PROJECT/CONSTRUCTION MGMT	272.78
		Installation Services - Head Start - Central Office	
	INST LAB	INSTALLATION LABOR	671.48
		Sundry Items - Head Start - Central Office	
	FREIGHT		80.36
		Head Start - Alamo	
		Head Start - Alamo	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,695.25
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.93
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
7	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,058.66
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.55
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.16
1	9600-0101	INSTALLATION MATERIAL	142.89

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

SimplexGrinnell

Project: Central Office - CCTV
 Customer Reference:
 SimplexGrinnell Reference: 493401765
 Date: 11/27/2007
 Page 2 of 21

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		District Services - Head Start - Alamo	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.39
		Technical Services - Head Start - Alamo	
	TECH LAB	TECHNICAL SERVICE	282.93
		Installation Services - Head Start - Alamo	
	INST LAB	INSTALLATION LABOR	2,057.63
		Sundry Items - Head Start - Alamo	
	FREIGHT		166.64
		Head Start - Alton	
		Head Start - Alton	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,694.54
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.71
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
6	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	907.20
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.53
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.01
1	9600-0101	INSTALLATION MATERIAL	142.86
		District Services - Head Start - Alton	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.29
		Technical Services - Head Start - Alton	
	TECH LAB	TECHNICAL SERVICE	282.84
		Installation Services - Head Start - Alton	
	INST LAB	INSTALLATION LABOR	2,057.25
		Sundry Items - Head Start - Alton	
	FREIGHT		162.06
		Head Start - Donna I	
		Head Start - Donna I	
1	ADD600DVS016	INTELLEX LT 16 CHAN STD 160GB	5,134.47
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	717.82
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
9	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,168.81
1	ADC1624UL	CAMERA POWER SUPPLY 16 OUTPUTS	102.93
2	740160M	RG59/U SBC 95% BC NON-PLN BLK	279.51
1	9600-0101	INSTALLATION MATERIAL	184.06
		District Services - Head Start - Donna I	
	PM LAB	PROJECT/CONSTRUCTION MGMT	287.12
		Technical Services - Head Start - Donna I	
	TECH LAB	TECHNICAL SERVICE	242.96
		Installation Services - Head Start - Donna I	
	INST LAB	INSTALLATION LABOR	2,120.30
		Sundry Items - Head Start - Donna I	
	FREIGHT		184.05

Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
Head Start - Donna IV			
Head Start - Donna IV			
1	ADD400LTD016	INTELLEX LT 4 CHAN DEL 160GB	2,588.02
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	743.36
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
3	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	403.49
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	65.41
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	269.52
1	9600-0101	INSTALLATION MATERIAL	127.07
	PM LAB	District Services - Head Start - Donna IV PROJECT/CONSTRUCTION MGMT	297.34
	TECH LAB	Technical Services - Head Start - Donna IV TECHNICAL SERVICE	251.59
	INST LAB	Installation Services - Head Start - Donna IV INSTALLATION LABOR	1,463.83
	FREIGHT	Sundry Items - Head Start - Donna IV	109.06
Head Start - Ed Couch			
Head Start - Ed Couch			
1	ADD600DVS016	INTELLEX LT 16 CHAN STD 160GB	5,134.47
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	741.26
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
12	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,609.37
1	ADC1624UL	CAMERA POWER SUPPLY 16 OUTPUTS	106.29
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	537.51
1	9600-0101	INSTALLATION MATERIAL	126.71
	PM LAB	District Services - Head Start - Ed Couch PROJECT/CONSTRUCTION MGMT	592.99
	TECH LAB	Technical Services - Head Start - Ed Couch TECHNICAL SERVICE	250.88
	INST LAB	Installation Services - Head Start - Ed Couch INSTALLATION LABOR	2,554.58
	FREIGHT	Sundry Items - Head Start - Ed Couch	201.84
Head Start - Edinburg I			
Head Start - Edinburg I			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.45
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.06
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.33
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.47
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.77
1	9600-0101	INSTALLATION MATERIAL	142.75

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		District Services - Head Start - Edinburg I	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.03
		Technical Services - Head Start - Edinburg I	
	TECH LAB	TECHNICAL SERVICE	282.62
		Installation Services - Head Start - Edinburg I	
	INST LAB	INSTALLATION LABOR	1,849.84
		Sundry Items - Head Start - Edinburg I	
	FREIGHT		148.53
		Head Start - Edinburg II	
		Head Start - Edinburg II	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.45
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.06
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.33
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.47
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.77
1	9600-0101	INSTALLATION MATERIAL	142.75
		District Services - Head Start - Edinburg II	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.03
		Technical Services - Head Start - Edinburg II	
	TECH LAB	TECHNICAL SERVICE	282.62
		Installation Services - Head Start - Edinburg II	
	INST LAB	INSTALLATION LABOR	1,849.84
		Sundry Items - Head Start - Edinburg II	
	FREIGHT		148.53
		Head Start - Edinburg III	
		Head Start - Edinburg III	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.45
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.06
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.33
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.47
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.77
1	9600-0101	INSTALLATION MATERIAL	142.75
		District Services - Head Start - Edinburg III	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.03
		Technical Services - Head Start - Edinburg III	
	TECH LAB	TECHNICAL SERVICE	282.62
		Installation Services - Head Start - Edinburg III	
	INST LAB	INSTALLATION LABOR	1,849.84
		Sundry Items - Head Start - Edinburg III	
	FREIGHT		148.53

SimplexGrinnell

Project: Central Office - CCTV
 Customer Reference:
 SimplexGrinnell Reference: 493401765
 Date: 11/27/2007
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SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
Head Start - Edinburg IV			
Head Start - Edinburg IV			
1	ADD600DVS016	INTELLEX LT 16 CHAN STD 160GB	5,134.47
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	733.28
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
9	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,194.01
1	ADC1624UL	CAMERA POWER SUPPLY 16 OUTPUTS	105.15
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	531.71
1	9600-0101	INSTALLATION MATERIAL	62.67
District Services - Head Start - Edinburg IV			
	PM LAB	PROJECT/CONSTRUCTION MGMT	586.64
Technical Services - Head Start - Edinburg IV			
	TECH LAB	TECHNICAL SERVICE	248.19
Installation Services - Head Start - Edinburg IV			
	INST LAB	INSTALLATION LABOR	2,527.04
Sundry Items - Head Start - Edinburg IV			
	FREIGHT		188.12
Head Start - Edinburg V			
Head Start - Edinburg V			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,695.28
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.94
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.54
7	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,058.66
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.16
1	9600-0101	INSTALLATION MATERIAL	71.45
District Services - Head Start - Edinburg V			
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.39
Technical Services - Head Start - Edinburg V			
	TECH LAB	TECHNICAL SERVICE	282.95
Installation Services - Head Start - Edinburg V			
	INST LAB	INSTALLATION LABOR	2,469.02
Sundry Items - Head Start - Edinburg V			
	FREIGHT		166.64
Head Start - Elsa			
Head Start - Elsa			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,693.20
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.30
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
5	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	755.62
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.50
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.85
1	9600-0101	INSTALLATION MATERIAL	71.39

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		District Services - Head Start - Elsa	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.10
		Technical Services - Head Start - Elsa	
	TECH LAB	TECHNICAL SERVICE	282.72
		Installation Services - Head Start - Elsa	
	INST LAB	INSTALLATION LABOR	2,056.08
		Sundry Items - Head Start - Elsa	
	FREIGHT		153.10
		Head Start - Hidalgo	
		Head Start - Hidalgo	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.30
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.02
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.30
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.46
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.74
1	9600-0101	INSTALLATION MATERIAL	71.37
		District Services - Head Start - Hidalgo	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.02
		Technical Services - Head Start - Hidalgo	
	TECH LAB	TECHNICAL SERVICE	282.64
		Installation Services - Head Start - Hidalgo	
	INST LAB	INSTALLATION LABOR	1,644.32
		Sundry Items - Head Start - Hidalgo	
	FREIGHT		148.53
		Head Start - La Herencia	
		Head Start - La Herencia	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.30
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.02
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.30
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.46
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.74
1	9600-0101	INSTALLATION MATERIAL	71.37
		District Services - Head Start - La Herencia	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.02
		Technical Services - Head Start - La Herencia	
	TECH LAB	TECHNICAL SERVICE	282.64
		Installation Services - Head Start - La Herencia	
	INST LAB	INSTALLATION LABOR	1,644.32
		Sundry Items - Head Start - La Herencia	
	FREIGHT		148.53

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
Head Start - La Joya			
Head Start - La Joya			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,694.58
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.73
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
6	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	907.21
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.53
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.02
1	9600-0101	INSTALLATION MATERIAL	71.43
District Services - Head Start - La Joya			
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.29
Technical Services - Head Start - La Joya			
	TECH LAB	TECHNICAL SERVICE	282.86
Installation Services - Head Start - La Joya			
	INST LAB	INSTALLATION LABOR	2,468.58
Sundry Items - Head Start - La Joya			
	FREIGHT		162.06
Head Start - Las Milpas			
Head Start - Las Milpas			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,695.28
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.94
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
7	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,058.66
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.54
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.16
1	9600-0101	INSTALLATION MATERIAL	71.45
District Services - Head Start - Las Milpas			
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.39
Technical Services - Head Start - Las Milpas			
	TECH LAB	TECHNICAL SERVICE	282.95
Installation Services - Head Start - Las Milpas			
	INST LAB	INSTALLATION LABOR	2,469.02
Sundry Items - Head Start - Las Milpas			
	FREIGHT		166.64
Head Start - Las Milpas II			
Head Start - Las Milpas II			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.30
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.02
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.30
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.46
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.74
1	9600-0101	INSTALLATION MATERIAL	71.37

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		District Services - Head Start - Las Milpas II	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.02
		Technical Services - Head Start - Las Milpas II	
	TECH LAB	TECHNICAL SERVICE	282.64
		Installation Services - Head Start - Las Milpas II	
	INST LAB	INSTALLATION LABOR	1,644.32
		Sundry Items - Head Start - Las Milpas II	
	FREIGHT		148.53
		Head Start - McAllen II	
		Head Start - McAllen II	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,695.28
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.94
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
7	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,058.66
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.54
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.16
1	9600-0101	INSTALLATION MATERIAL	71.45
		District Services - Head Start - McAllen II	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.39
		Technical Services - Head Start - McAllen II	
	TECH LAB	TECHNICAL SERVICE	282.95
		Installation Services - Head Start - McAllen II	
	INST LAB	INSTALLATION LABOR	2,469.02
		Sundry Items - Head Start - McAllen II	
	FREIGHT		166.64
		Head Start - McAllen IV	
		Head Start - McAllen IV	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.30
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.02
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.30
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.46
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.74
1	9600-0101	INSTALLATION MATERIAL	71.37
		District Services - Head Start - McAllen IV	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.02
		Technical Services - Head Start - McAllen IV	
	TECH LAB	TECHNICAL SERVICE	282.64
		Installation Services - Head Start - McAllen IV	
	INST LAB	INSTALLATION LABOR	1,644.32
		Sundry Items - Head Start - McAllen IV	
	FREIGHT		148.53

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
Head Start - McAllen V			
Head Start - McAllen V			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.30
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.02
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.30
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.46
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.74
1	9600-0101	INSTALLATION MATERIAL	71.37
District Services - Head Start - McAllen V			
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.02
Technical Services - Head Start - McAllen V			
	TECH LAB	TECHNICAL SERVICE	282.64
Installation Services - Head Start - McAllen V			
	INST LAB	INSTALLATION LABOR	1,644.32
Sundry Items - Head Start - McAllen V			
	FREIGHT		148.53
Head Start - McAllen VI			
Head Start - McAllen VI			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.30
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.02
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.30
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.46
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.74
1	9600-0101	INSTALLATION MATERIAL	71.37
District Services - Head Start - McAllen VI			
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.02
Technical Services - Head Start - McAllen VI			
	TECH LAB	TECHNICAL SERVICE	282.64
Installation Services - Head Start - McAllen VI			
	INST LAB	INSTALLATION LABOR	1,644.32
Sundry Items - Head Start - McAllen VI			
	FREIGHT		148.53
Head Start - Vine Terrace			
Head Start - Vine Terrace			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.30
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.02
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.30
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.46
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.74
1	9600-0101	INSTALLATION MATERIAL	71.37

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		District Services - Head Start - Vine Terrace	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.02
		Technical Services - Head Start - Vine Terrace	
	TECH LAB	TECHNICAL SERVICE	282.64
		Installation Services - Head Start - Vine Terrace	
	INST LAB	INSTALLATION LABOR	1,644.32
		Sundry Items - Head Start - Vine Terrace	
	FREIGHT		148.53
		Head Start - Mercedes I	
		Head Start - Mercedes I	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,695.28
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.94
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
7	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,058.66
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.54
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.16
1	9600-0101	INSTALLATION MATERIAL	71.45
		District Services - Head Start - Mercedes I	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.39
		Technical Services - Head Start - Mercedes I	
	TECH LAB	TECHNICAL SERVICE	282.95
		Installation Services - Head Start - Mercedes I	
	INST LAB	INSTALLATION LABOR	2,469.02
		Sundry Items - Head Start - Mercedes I	
	FREIGHT		166.64
		Head Start - Mercedes II	
		Head Start - Mercedes II	
1	ADD400LTD016	INTELLEX LT 4 CHAN DEL 160GB	2,588.02
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	740.85
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
3	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	402.10
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	65.19
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	268.60
1	9600-0101	INSTALLATION MATERIAL	31.66
		District Services - Head Start - Mercedes II	
	PM LAB	PROJECT/CONSTRUCTION MGMT	296.34
		Technical Services - Head Start - Mercedes II	
	TECH LAB	TECHNICAL SERVICE	250.74
		Installation Services - Head Start - Mercedes II	
	INST LAB	INSTALLATION LABOR	1,458.99
		Sundry Items - Head Start - Mercedes II	
	FREIGHT		109.06

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
Head Start - Mission I			
Head Start - Mission I			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,693.85
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.50
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
5	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	755.81
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.51
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	605.84
1	9600-0101	INSTALLATION MATERIAL	71.41
District Services - Head Start - Mission I			
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.21
Technical Services - Head Start - Mission I			
	TECH LAB	TECHNICAL SERVICE	282.77
Installation Services - Head Start - Mission I			
	INST LAB	INSTALLATION LABOR	2,056.74
Sundry Items - Head Start - Mission I			
	FREIGHT		157.49
Head Start - Mission II			
Head Start - Mission II			
1	ADD600DVS016	INTELLEX LT 16 CHAN STD 160GB	5,134.47
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	728.01
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
9	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,185.42
1	ADC1624UL	CAMERA POWER SUPPLY 16 OUTPUTS	104.40
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	527.91
1	9600-0101	INSTALLATION MATERIAL	62.22
District Services - Head Start - Mission II			
	PM LAB	PROJECT/CONSTRUCTION MGMT	291.19
Technical Services - Head Start - Mission II			
	TECH LAB	TECHNICAL SERVICE	246.39
Installation Services - Head Start - Mission II			
	INST LAB	INSTALLATION LABOR	2,508.86
Sundry Items - Head Start - Mission II			
	FREIGHT		188.12
Head Start - Mission III			
Head Start - Mission III			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.31
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.03
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.32
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.47
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.75
1	9600-0101	INSTALLATION MATERIAL	35.68

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		District Services - Head Start - Mission III	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.01
		Technical Services - Head Start - Mission III	
	TECH LAB	TECHNICAL SERVICE	282.63
		Installation Services - Head Start - Mission III	
	INST LAB	INSTALLATION LABOR	1,644.26
		Sundry Items - Head Start - Mission III	
	FREIGHT		148.53
		Head Start - Mission IV	
		Head Start - Mission IV	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.31
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.03
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.32
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.47
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.75
1	9600-0101	INSTALLATION MATERIAL	35.68
		District Services - Head Start - Mission IV	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.01
		Technical Services - Head Start - Mission IV	
	TECH LAB	TECHNICAL SERVICE	282.63
		Installation Services - Head Start - Mission IV	
	INST LAB	INSTALLATION LABOR	1,644.26
		Sundry Items - Head Start - Mission IV	
	FREIGHT		148.53
		Head Start - Monte Alto	
		Head Start - Monte Alto	
1	ADD400LTD016	INTELLEX LT 4 CHAN DEL 160GB	2,588.02
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	740.85
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
3	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	402.10
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	65.19
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	268.60
1	9600-0101	INSTALLATION MATERIAL	31.66
		District Services - Head Start - Monte Alto	
	PM LAB	PROJECT/CONSTRUCTION MGMT	296.34
		Technical Services - Head Start - Monte Alto	
	TECH LAB	TECHNICAL SERVICE	250.74
		Installation Services - Head Start - Monte Alto	
	INST LAB	INSTALLATION LABOR	1,458.99
		Sundry Items - Head Start - Monte Alto	
	FREIGHT		109.06

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
Head Start - Palmview I			
Head Start - Palmview I			
1	ADD600DVS016	INTELLEX LT 16 CHAN STD 160GB	5,134.47
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	720.74
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
9	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,173.58
1	ADC1624UL	CAMERA POWER SUPPLY 16 OUTPUTS	103.36
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	522.63
1	9600-0101	INSTALLATION MATERIAL	61.60
District Services - Head Start - Palmview I			
	PM LAB	PROJECT/CONSTRUCTION MGMT	288.31
Technical Services - Head Start - Palmview I			
	TECH LAB	TECHNICAL SERVICE	243.93
Installation Services - Head Start - Palmview I			
	INST LAB	INSTALLATION LABOR	2,128.82
Sundry Items - Head Start - Palmview I			
	FREIGHT		188.12
Head Start - Palmview II			
Head Start - Palmview II			
1	ADD600DVS016	INTELLEX LT 16 CHAN STD 160GB	5,134.47
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	720.75
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
9	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,173.58
1	ADC1624UL	CAMERA POWER SUPPLY 16 OUTPUTS	103.36
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	522.63
1	9600-0101	INSTALLATION MATERIAL	61.60
District Services - Head Start - Palmview II			
	PM LAB	PROJECT/CONSTRUCTION MGMT	288.30
Technical Services - Head Start - Palmview II			
	TECH LAB	TECHNICAL SERVICE	243.93
Installation Services - Head Start - Palmview II			
	INST LAB	INSTALLATION LABOR	2,128.82
Sundry Items - Head Start - Palmview II			
	FREIGHT		188.12
Head Start - Palmview III			
Head Start - Palmview III			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,695.28
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.94
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
7	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,058.66
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.54
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.16
1	9600-0101	INSTALLATION MATERIAL	71.45

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		District Services - Head Start - Palmview III	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.39
		Technical Services - Head Start - Palmview III	
	TECH LAB	TECHNICAL SERVICE	282.95
		Installation Services - Head Start - Palmview III	
	INST LAB	INSTALLATION LABOR	2,469.02
		Sundry Items - Head Start - Palmview III	
	FREIGHT		166.64
		Head Start - Penitas	
		Head Start - Penitas	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.31
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.03
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.32
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.47
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.75
1	9600-0101	INSTALLATION MATERIAL	35.68
		District Services - Head Start - Penitas	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.01
		Technical Services - Head Start - Penitas	
	TECH LAB	TECHNICAL SERVICE	282.63
		Installation Services - Head Start - Penitas	
	INST LAB	INSTALLATION LABOR	1,644.26
		Sundry Items - Head Start - Penitas	
	FREIGHT		148.53
		Head Start - Pharr	
		Head Start - Pharr	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,694.59
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.73
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
6	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	907.21
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.53
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.02
1	9600-0101	INSTALLATION MATERIAL	71.43
		District Services - Head Start - Pharr	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.28
		Technical Services - Head Start - Pharr	
	TECH LAB	TECHNICAL SERVICE	282.87
		Installation Services - Head Start - Pharr	
	INST LAB	INSTALLATION LABOR	2,057.14
		Sundry Items - Head Start - Pharr	
	FREIGHT		162.06

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
Head Start - Progresso			
Head Start - Progresso			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.35
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.04
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.32
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.47
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.75
1	9600-0101	INSTALLATION MATERIAL	35.68
District Services - Head Start - Progresso			
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.02
Technical Services - Head Start - Progresso			
	TECH LAB	TECHNICAL SERVICE	282.62
Installation Services - Head Start - Progresso			
	INST LAB	INSTALLATION LABOR	1,849.92
Sundry Items - Head Start - Progresso			
	FREIGHT		148.53
Head Start - San Carlos			
Head Start - San Carlos			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,693.20
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.30
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
5	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	755.62
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.50
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.85
1	9600-0101	INSTALLATION MATERIAL	71.39
District Services - Head Start - San Carlos			
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.10
Technical Services - Head Start - San Carlos			
	TECH LAB	TECHNICAL SERVICE	282.72
Installation Services - Head Start - San Carlos			
	INST LAB	INSTALLATION LABOR	2,056.08
Sundry Items - Head Start - San Carlos			
	FREIGHT		153.10
Head Start - San Juan I			
Head Start - San Juan I			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.35
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.04
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.32
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.47
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.75
1	9600-0101	INSTALLATION MATERIAL	35.68

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		District Services - Head Start - San Juan I	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.02
		Technical Services - Head Start - San Juan I	
	TECH LAB	TECHNICAL SERVICE	282.62
		Installation Services - Head Start - San Juan I	
	INST LAB	INSTALLATION LABOR	1,849.92
		Sundry Items - Head Start - San Juan I	
	FREIGHT		148.53
		Head Start - San Juan II	
		Head Start - San Juan II	
1	ADD600DVS016	INTELLEX LT 16 CHAN STD 160GB	5,134.47
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	720.74
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
9	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,173.58
1	ADC1624UL	CAMERA POWER SUPPLY 16 OUTPUTS	103.36
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	522.63
1	9600-0101	INSTALLATION MATERIAL	61.60
		District Services - Head Start - San Juan II	
	PM LAB	PROJECT/CONSTRUCTION MGMT	288.31
		Technical Services - Head Start - San Juan II	
	TECH LAB	TECHNICAL SERVICE	243.93
		Installation Services - Head Start - San Juan II	
	INST LAB	INSTALLATION LABOR	2,128.82
		Sundry Items - Head Start - San Juan II	
	FREIGHT		188.12
		Head Start - Sullivan City	
		Head Start - Sullivan City	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,695.28
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.94
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
7	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	1,058.66
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.54
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.16
1	9600-0101	INSTALLATION MATERIAL	71.45
		District Services - Head Start - Sullivan City	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.39
		Technical Services - Head Start - Sullivan City	
	TECH LAB	TECHNICAL SERVICE	282.95
		Installation Services - Head Start - Sullivan City	
	INST LAB	INSTALLATION LABOR	2,469.02
		Sundry Items - Head Start - Sullivan City	
	FREIGHT		166.64

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
Head Start - Weslaco I			
Head Start - Weslaco I			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,693.18
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.29
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
5	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	755.64
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.49
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.85
1	9600-0101	INSTALLATION MATERIAL	71.40
District Services - Head Start - Weslaco I			
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.10
Technical Services - Head Start - Weslaco I			
	TECH LAB	TECHNICAL SERVICE	282.69
Installation Services - Head Start - Weslaco I			
	INST LAB	INSTALLATION LABOR	1,850.41
Sundry Items - Head Start - Weslaco I			
	FREIGHT		153.10
Head Start - Weslaco II			
Head Start - Weslaco II			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,693.20
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.30
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
5	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	755.62
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.50
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.85
1	9600-0101	INSTALLATION MATERIAL	71.39
District Services - Head Start - Weslaco II			
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.10
Technical Services - Head Start - Weslaco II			
	TECH LAB	TECHNICAL SERVICE	282.72
Installation Services - Head Start - Weslaco II			
	INST LAB	INSTALLATION LABOR	2,056.08
Sundry Items - Head Start - Weslaco II			
	FREIGHT		153.10
Head Start - Weslaco III			
Head Start - Weslaco III			
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,694.61
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.74
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
6	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	907.25
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.53
2	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	606.02
1	9600-0101	INSTALLATION MATERIAL	35.71

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QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		District Services - Head Start - Weslaco III	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.28
		Technical Services - Head Start - Weslaco III	
	TECH LAB	TECHNICAL SERVICE	282.85
		Installation Services - Head Start - Weslaco III	
	INST LAB	INSTALLATION LABOR	2,468.53
		Sundry Items - Head Start - Weslaco III	
	FREIGHT		162.06
		Head Start - Western Road	
		Head Start - Western Road	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.31
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.03
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.32
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.47
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.75
1	9600-0101	INSTALLATION MATERIAL	35.68
		District Services - Head Start - Western Road	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.01
		Technical Services - Head Start - Western Road	
	TECH LAB	TECHNICAL SERVICE	282.63
		Installation Services - Head Start - Western Road	
	INST LAB	INSTALLATION LABOR	1,644.26
		Sundry Items - Head Start - Western Road	
	FREIGHT		148.53
		Head Start Donna II	
		Head Start - Donna II	
1	ADD80032S016	INTLX,8 CH 3.2 STANDARD 160GB	2,692.30
1	ADCMLCD19	19IN CLR LCD MONITOR, VGA, DVI	835.02
1	CPAKOP3305-50	COLOR CAM PACK 5-50MM PL MNT	464.71
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.46
4	ICS090B-CA8	INDR DOME SMOKE COLOR STD 8MM	604.30
1	743101AM	RG59/U SBC+ 18/2C STR NON-PLN	302.74
1	9600-0101	INSTALLATION MATERIAL	71.37
		District Services - Head Start Donna II	
	PM LAB	PROJECT/CONSTRUCTION MGMT	334.02
		Technical Services - Head Start Donna II	
	TECH LAB	TECHNICAL SERVICE	282.64
		Installation Services - Head Start Donna II	
	INST LAB	INSTALLATION LABOR	1,644.32
		Sundry Items - Head Start Donna II	
	FREIGHT		148.53

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<u>QUANTITY</u>	<u>MODEL NUMBER</u>	<u>DESCRIPTION</u>	<u>EXTENDED PRICE</u>
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Total net selling price, FOB shipping point, \$369,904.00

Comments

Customer to provide a dedicated I.P. Address at each site for off-site viewing. Customer to provide power for DVR & Camera power supplies. Excludes Sales Tax. Excludes cutting, patching and painting. Excludes prevailing wages and certified payroll.

TERMS AND CONDITIONS

1. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is excluded for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are limited to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage to the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **DI NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICE, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all persons, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. **General Provisions.** Customer has selected the service level desired also considering and balancing various levels of protection afforded, and the related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after

December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically indicated in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined by Company, the Customer shall be liable for any and all liability arising herefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBsolescence OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WORKING, AND PIPING.

7. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where hot pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined by Company, the Customer shall be liable for any and all liability arising herefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement.
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

8. **Excavation.** In the event the Work involves excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, subsided, rock or other unforeseen condition or obstruction encountered or shoring required.

9. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavator in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

10. **Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

11. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "harmful confined space," as defined by OSHA,
- risk of infectious disease,
- need for an emergency, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floor, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where

the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay all inspection expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

12. **OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of actions within the exclusive control of Company.

13. **Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interference to Company's work caused by other trades.

14. **Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of lower design, provided that such modifications or substitutions will not materially affect the performance of the Covered System(s).

15. **Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction instructions shall be lawful unless approved in writing by Company. Should changes be approved by Company, not increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of said work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work for all extra work completed by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inconsistency of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

16. **Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

17. **Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claim arises.

18. **Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and critical such alleged deficiencies are solely and directly caused by Company.

19. **System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

20. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local Authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments related to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or shall all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

21. **Limited Warranty.** Subject to the limitations below, Customer warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipment, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any

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part thereof, which Company determines to be defective, as Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO INSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interventions performed by Customer or any third party shall void all warranties. 22. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-removes Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. 23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies. 24. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for

any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts. 25. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: 1) discontinue furnishing Services; 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law; 3) receive immediate possession of any equipment for which Customer has not paid; 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement. 26. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing, inspection and repair of dust detectors, beam detectors, and UVCB equipment, provision of the watches, clearing of ice blockage, drafting of improperly pitched piping, replacement of batteries, recharging of chemical suppression systems, reloading of, upgrading and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion (MIC)) power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses. 27. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fire, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen,

inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer. 28. One-Year Limitation On Action; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement. 29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent. 30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company. 31. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the Agreement will continue to be valid as to the other provisions and the remainder of the affected provision. 32. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement. 33. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7960 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9383; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, 81 Stone Palace Plaza Drive, Little Rock 72209 (501) 610-6508; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State, TX Texas Commission on Private Security, 5205 M Lamar Blvd., Austin, TX 78742-4422, 512-424-7710.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

FAX: 956-686-9045

Offered By: SimplexGrinnell LP Licensee	Accepted By: (Customer)
1200 E Mackberry Suite A McAllen, TX 78411 Telephone: (361) 289-6474	Company: _____
Representative: <u>CHRIS MACDONALD</u>	Address: _____
<u>CM</u>	Signature: _____
	Title: _____
	P.O.#: _____ Date: _____

Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

AI-6731

12.A.

**Abandonment of County Road
CC REGULAR**

Date: 12/05/2007

Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.

Submitted For: Joe Pena

Department: RIGHT OF WAY DEPT.

Agenda Area: Right of Way

Information

CAPTION

Presentation for approval and execution Order Closing Abandoning and Vacating 3.0633 acres of roadway being an unopen county road out of Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas.

BACKGROUND

Fiscal Impact

Attachments

Link: [Order](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 09:13 AM	APRV
2	Rey Salazar	Rey Salazar	11/29/2007 04:41 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Sandra Garcia
Started On: 11/27/2007 05:28 PM
Final Approval Date: 11/30/2007

STATE OF TEXAS

COUNTY OF HIDALGO

**ORDER CLOSING, ABANDONING AND VACATING 3.0633 ACRES OF
ROADWAY BEING AN UNOPENED COUNTY ROAD OUT OF SANTA CRUZ
GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS**

WHEREAS, the Commissioners Court of Hidalgo County, on the 13th day of November 2007, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating an unopened county road being a 3.0633 acre tract of land (the "Road") more particularly described by meets and bounds as attached hereto as Exhibit "A" and made a part hereof.

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is unopened and is not currently in use; that there is no foreseeable need or use in the future for the Road;

WHEREAS, The Commissioners Court has examined factual evidence and is not opposed to Hidalgo County abandoning, closing and vacating the Road;

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

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

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

Juan D. Salinas, III, County Judge

ATTEST:

Eddy Trevino, County Clerk

AI-6732

12.B.

**Abandonment of County Road
CC REGULAR**

Date: 12/05/2007

Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.

Submitted For: Joe Pena

Department: RIGHT OF WAY DEPT.

Agenda Area: Right of Way

Information

CAPTION

Presentation for approval and execution Order Closing Abandoning and Vacating a 60 x 486.6 strip of land out of Ramseyer Gardens Subdivision, Hidalgo County, Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: [Order](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 09:14 AM	APRV
2	Rey Salazar	Rey Salazar	11/29/2007 04:41 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Sandra Garcia			Started On: 11/27/2007 05:30 PM	
Final Approval Date: 11/30/2007				

STATE OF TEXAS

COUNTY OF HIDALGO

ORDER CLOSING, ABANDONING AND VACATING A 60 X 48.6 STRIP OF ROADWAY BEING AN UNOPENED COUNTY ROAD OUT OF RAMSEYER GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, on the 6th day of November 2007, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating an unopened county road being a 60 X 486.6 foot strip of land (the "Road") more particularly described by meets and bounds as attached hereto as Exhibit "A" and made a part hereof.

WHEREAS, the Commissioners Court has determined it has no purpose or use for the Road; that such Road is unopened and is not currently in use; that there is no foreseeable need or use in the future for the Road;

WHEREAS, The Commissioners Court has examined factual evidence and is not opposed to Hidalgo County abandoning, closing and vacating the Road;

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

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

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

Juan D. Salinas, III, County Judge

ATTEST:

Eddy Trevino, County Clerk

AI-6768

13.A.

**master economic development agreements
CC REGULAR**

Date: 12/05/2007
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Joseph Palacios
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

1. Approval of Chapter 381 Economic Development Agreement between Hidalgo County and HEB Grocery Company, L.P.
2. Approval of Master Economic Development Agreement between the City of Weslaco, Texas, Hidalgo County, Texas and HEB Grocery, L.P.

BACKGROUND

Fiscal Impact

Attachments

Link: [Economic Development Agreement](#)

Link: [Master Economic Development Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 03:55 PM	APRV
2	Ivan Cantu	Ivan Cantu	11/28/2007 04:00 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Noe Montez
Started On: 11/28/2007 03:37 PM
Final Approval Date: 11/30/2007

DRAFT DATE: August 7, 2007

**CHAPTER 381
ECONOMIC DEVELOPMENT AGREEMENT**

By and Between

HIDALGO COUNTY, TEXAS,

and

HEB GROCERY COMPANY, L.P.

Effective as of _____, 2007

CHAPTER 381

ECONOMIC DEVELOPMENT AGREEMENT

This **CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT** (this "**Agreement**") is entered into to be effective as of the ____ day of _____, 2007 (the "**Effective Date**"), by and between **HIDALGO COUNTY, TEXAS** (the "**County**") and **HEB GROCERY COMPANY, L.P.**, a Texas limited partnership (the "**Developer**").

RECITALS

WHEREAS, the Developer desires initially to construct a warehouse distribution center containing approximately 400,000 square feet in a single building with fixed in-place racking (collectively with all future improvements and additions, and with fixed in-place racking, the "**Facility**") on the approximately 56.31-acre tract of real property located in Weslaco, Hidalgo County, Texas described on **Exhibit A** attached hereto (the "**Site**"); and

WHEREAS, operation of the Facility will create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the City of Weslaco (the "**City**") and County; and

WHEREAS, the Developer has advised the County that a contributing factor that would induce the Developer to develop the Facility would be the making of an economic development grant to defray a portion of the costs to be incurred by the Developer as a consequence of developing and constructing the Facility and to repay the Developer for its contribution to the widening, improvement to drainage, and general improvements to that portion of N. Westgate Drive in the City of Weslaco generally located between Expressway 83 and Business 83 (such improvements to N. Westgate Drive, the "**Road Improvements**"), as further described on **Exhibit B** and **Attachments B1-3** hereto; and

WHEREAS, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the County; and

WHEREAS, the County, the City, and Developer have entered into a Master Economic Development Agreement contemporaneously herewith (the "**Master Agreement**") pertaining to a Chapter 381 grant and a Chapter 380 Agreement for a grant from the City; and

WHEREAS, the County and the Developer desire to set forth in this Agreement the terms and conditions of the grant to Developer of certain County funds as an

incentive for Developer's construction and use of the Facility on the Site, and to reimburse Developer for the Road Improvements (the "*Grant*"); and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

The Developer wants to develop the Facility in the City, and has designated the Site as the location for such project (the Facility located on the Site, including all future improvements and additions, and with the Public Infrastructure sometimes herein, the "*Project*"). Subject to the terms and conditions of this Agreement, Developer is willing to fund ("*Developer's Contribution*") up to Four Million and No/100Dollars (\$4,000,000.00) toward the Road Improvements, which Road Improvements will be built on behalf of the City and will benefit both the County and the City. The scope and projected cost of the Road Improvements are set out on *Exhibit C* hereto. Reference is made to the Master Agreement for all purposes. All defined terms used herein shall have the meanings ascribed to them in the Master Agreement.

ARTICLE II

DEFINITIONS

SECTION 2.1. The County's payments pursuant to this Agreement are herein referred to as "*Grant Payments*".

SECTION 2.2. As stated in the Master Agreement, (i) the “*Real Property Taxes*” hereunder are the County’s share of the real property taxes received from the Tax Office with regard to the Site and the Facility at any time during the Term of this Agreement, (ii) the “*Personal Property Taxes*” hereunder are the County’s share of the personal property taxes received from the Tax Office with regard to taxable personal property located on the Site (including in the Facility) during the Term of this Agreement, including, without limitation, inventory, furniture, fixtures, equipment, machinery, and vehicles, and (iii) the sum of all Real Property Taxes and Personal Property Taxes are the “*Property Taxes*” hereunder.

SECTION 2.3. The “*Term*” of this Agreement (hereinafter so called) shall include, and extend until the end of the later of, the payout periods regarding the Real Property Taxes and the Personal Property Taxes as follows:

(a) For the Real Property Taxes, the payout period shall be from the Effective Date hereof until March 31 in the year after the twentieth (20th) year after the year that immediately follows the year of the Effective Date (the “*Property Tax Close Out Date*”). For example, if this Agreement is signed during 2007, then the first year for which Grant Payments (for Real Property Taxes) shall be made is 2008, and the Property Tax Close Out Date will be March 31, 2029.

(b) For the Personal Property Taxes, the payout period shall run from the first Grant Year (as defined below) until the sooner of (i) repayment to Developer by the County of one-half of Developer’s Contribution (i.e., up to \$2,000,000.00), plus interest, or (ii) twenty (20) years of payments, all as more fully described below.

ARTICLE III

DEVELOPER’S OBLIGATION

The payment of all indebtedness and obligations incurred by the Developer in connection with the development and construction of the Facility and Public Infrastructure and the operation of the Facility shall be solely the obligations of the Developer except to the extent provided otherwise in this Agreement. The County shall not be obligated to pay any indebtedness or obligations of the Developer and shall only be obligated to reimburse the Developer for the Total Costs in accordance with the terms and conditions of this Agreement.

ARTICLE IV

PAYMENT OF GRANT

SECTION 4.1. COUNTY’S OBLIGATION. The duty of the County to make Grant Payments to Developer for any purpose under this Agreement is limited in its entirety by the provisions of this Article.

SECTION 4.2. TAX FUND. The County will provide for the payment of Grant Payments to be made pursuant to this Agreement by establishing a separate fund at the County, including subaccounts if necessary, or a subaccount of any existing fund or account in the County treasury, into which eighty-eight percent (88%) of all Property Taxes shall be deposited (the “*Tax Fund*”) as and when such Property Taxes are received by the County from the Tax Office during the Term. The Tax Fund shall be maintained as a separate fund, shall not be part of the County’s general revenue, and shall be used only for Grant Payments during the term of this Agreement. During the Term of this Agreement, after Net Amounts have been calculated and paid to Developer by the County from the Tax Fund, the amount then remaining in the Tax Fund (i.e., the Baseline Amount) may be transferred by the County to any other account in the County Treasury. The County may maintain or abolish the Tax Fund, in its sole discretion, after the Term of this Agreement has ended.

SECTION 4.3. TIME FOR MAKING PAYMENTS. During the Term, the County shall pay to Developer all of the Net Amounts then in the Tax Fund annually within thirty (30) calendar days following the County’s receipt of the Property Taxes for a just-ended (including the immediately preceding) Grant Year, but in no event later than March 1 of the year immediately following each Grant Year (as “Grant Year” is defined below), subject only to the possible limitation on the payment of Property Taxes from the Tax Fund as set out below. The Real Property Taxes portion of the Grant shall be paid to Developer as a grant for each of the twenty (20) full calendar years in the Term, beginning with the full calendar year immediately following the Effective Date (each, a “*Grant Year*”). The Personal Property Taxes portion of the Grant shall be paid to Developer annually beginning with the first Grant Year until the sooner of (i) repayment to Developer by the County of one-half of Developer’s Contribution, plus four percent (4%) simple interest on the outstanding portion of Developer’s Contribution, or (ii) the payment of Personal Property Taxes for twenty (20) Grant Years. Notwithstanding the foregoing, if Developer does not make Developer’s Contribution, the County shall not be obligated to make the Personal Property Taxes portion of the Grant.

SECTION 4.4. LATE PAYMENTS. The County covenants and agrees that it will make all such payments without counterclaim or offset. Grant Payments due hereunder that have not been paid to Developer on or before the last day of any month in which they are due to be paid shall incur a late fee in the amount of eight percent (8%) of the delinquent amount, calculated on a daily basis and to be paid in arrears as part of the next Grant Payment.

ARTICLE V

COVENANTS

SECTION 5.1. COVENANTS OF DEVELOPER. Developer shall comply with the following covenants.

SECTION 5.1.1. OPERATION OF FACILITY. From the Effective Date of this Agreement until the Property Tax Close Out Date, the Facility shall be operated, maintained and managed directly by the Developer or any successor in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws, including by obtaining and keeping in effect all time all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. The foregoing shall not be construed to create an obligation of continuous operations during the term of this Agreement; provided, however, that once the Facility has opened, if Developer thereafter ceases all business activity at the Facility for a period of at least twelve (12) continuous months for any reason other than remodeling, repair, or an event of force majeure, then the County shall have the right to terminate this Agreement effective sixty (60) days after delivery of notice thereof unless Developer has recommenced business activity in the Facility prior to the expiration of such 60-day cure period.

SECTION 5.1.2. BUSINESS OF THE DEVELOPER. From the Effective Date of this Agreement until the Property Tax Close Out Date, the Developer shall conduct all operations within the Facility in compliance with all federal and state laws and County ordinances.

SECTION 5.1.3. RECAPTURE BY THE COUNTY. The Developer shall make Developer's Contribution and shall cause the Road Improvements to be constructed, as further described on *Exhibit B* and *Attachments B1-3* hereto. At any time during the term of this Agreement that Developer is not in substantial compliance with the construction schedule set out in *Attachment B3*, the County may send Developer notice of such non-compliance. If such non-compliance is not either cured within sixty (60) days after Developer's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 60 days, a cure begun within such 60-day period and thereafter continuously and diligently pursued to completion (in either event, a "Cure"), then the County may, as its remedies hereunder, (i) cease making Grant Payments until such Cure occurs, and (ii) recapture from Developer the amount of all Grant Payments made during the twelve months immediately preceding the date of the County's election to exercise such remedy. Upon a Cure by Developer, the Grant Payments shall automatically and immediately resume.

SECTION 5.2. COVENANTS OF THE COUNTY. From the Effective Date of this Agreement until the Property Tax Close Out Date, the County shall comply with the following covenants.

SECTION 5.2.1. ORGANIZATION. The County shall not change, or permit to be changed, its organizational documents in any manner that would materially adversely affect the Project or the Developer.

SECTION 5.2.2. TAX FUND AND AVAILABLE SALES TAX PROTECTED.

The Tax Fund shall remain a separate, unencumbered fund or account containing only the Property Taxes (and accumulated interest, if any) to be deposited into the Tax Fund.

SECTION 5.3 FURTHER ACTIONS. The County and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

SECTION 6.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer represents and warrants to the County, as of the Effective Date, as follows:

SECTION 6.1.1. ORGANIZATION. The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business that Developer proposes to carry on at the Facility may lawfully be conducted by the Developer.

SECTION 6.1.2. AUTHORITY. The execution, delivery and performance by the Developer of this Agreement is within the Developer's powers and have been duly authorized by all necessary action of the Developer.

SECTION 6.1.3. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

SECTION 6.1.4. NO CONSENTS. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the Delivery of this Agreement or the consummation of the transactions contemplated hereby or thereby.

SECTION 6.1.5. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 6.1.6. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the Developer, threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under this Agreement or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

SECTION 6.1.7. NO DEFAULTS. The Developer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under this Agreement.

SECTION 6.1.8. FULL DISCLOSURE. Neither this Agreement nor any schedule or exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

SECTION 6.1.9. NECESSARY CONSENT. The Developer acknowledges that the County is not committed or obligated to pay any expenditure incurred with respect to the construction of the Facility and Public Infrastructure except as specifically provided in this Agreement.

SECTION 6.2. REPRESENTATION AND WARRANTIES OF THE COUNTY. The County represents and warrants to the Developer, as of the Effective Date, as follows:

SECTION 6.2.1. AUTHORITY. The execution, delivery and performance by

the County of this Agreement is within its respective powers and have been duly authorized by all necessary action.

SECTION 6.2.2. NO CONFLICTS. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of the County or any provision of law, statute, rule or regulation to which the County is subject or any judgment, decree, license, order or permit applicable to the County, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the County pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the County is a party or by which the County is bound, or to which the County is subject.

SECTION 6.2.3. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 6.2.4. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County, threatened against or affecting the County, threatened against or affecting the County, questioning the validity of any proceedings taken or to be taken by the County in connection with the execution, delivery and performance by the County of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County hereof, whether an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the County to perform its obligations under this Agreement.

SECTION 6.2.5. NO DEFAULTS. The County is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the County is a party or by which the County is bound that would have any material adverse effect on the County's ability to perform under this Agreement.

ARTICLE VII PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no employee of the County, nor any councilmember or agent of the County, shall be personally responsible for any liability arising under or growing out of this Agreement. The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Grants unless the County appropriates funds to make such payment during the tax year in which such Grant(s) is payable.

ARTICLE VIII INFORMATION

The Developer shall, at such times and in such form as County may require, furnish periodic information concerning the status of the performance of its obligations under this Agreement as may be requested in writing by the County.

ARTICLE IX MISCELLANEOUS

SECTION 9.1. ENTIRE AGREEMENT. This Agreement, including exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

SECTION 9.2. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 9.3. SUCCESSORS AND ASSIGNS. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer may assign this Agreement to any affiliate of Developer. For purposes of this Agreement, "*Affiliate*" means any person, entity or group of persons or entities that controls the Developer, which the Developer controls or which is under common control with the Developer. Except as just stated, this Agreement and is not assignable without the prior written permission of the other parties thereto.

SECTION 9.4. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 9.5. REMEDIES. Upon breach of any of the covenants contained in Article IX or the representations and warranties contained in Article X, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 9.6. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

DEVELOPER:

HEB Grocery Company, L.P.
6464 South Main
San Antonio, Texas 78204
Attn: Sr. Vice President of Real Estate
Telephone: (210) 938-8000
Facsimile: _____

With a copy to:

HEB Grocery Company, L.P.
6464 South Main
San Antonio, Texas 78204
Attn: Legal Department
Telephone: (210) 938-8000
Facsimile: _____

COUNTY:

Hidalgo County
100 E. Cano
Edinburg, Texas 78539
Attn: County Judge
Telephone: _____
Facsimile: _____

With a copy to:

Hidalgo County Attorney

Attn: Stephen L. Crain, Attorney
Telephone: (956) 632-8221

Facsimile: (956) 686-6109

SECTION 9.7. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 9.8. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 9.9. NO THIRD-PARTY BENEFICIARIES. The County and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and the Developer or permitted assignees of the County and Developer, except that the indemnification and hold harmless obligations by the Developer provided for in this Agreement shall inure to the benefit of the Indemnitees.

SECTION 9.10. NO JOINT VENTURE. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 9.11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SECTION 9.12. FORCE MAJEURE. Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

EXECUTED to be effective as of the Effective Date.

COUNTY OF HIDALGO, TEXAS

By: _____

Name: _____

Title: _____

HEB GROCERY COMPANY, L.P.

By: _____

Name: _____

Title: _____

EXHIBIT A

Site

EXHIBIT B

Scope of Road Improvements (with Attachments B1-3)

EXHIBIT A
Site

Lot 4, Block A, HEB Weslaco #4, a subdivision in the City of Weslaco, Hidalgo County, Texas according to the map or plat filed of record as Document No. _____, Official Public Records, Hidalgo County, Texas.

EXHIBIT B

Scope and Projected Cost of Road Improvements

June 7, 2007

City of Weslaco / Hidalgo County Infrastructure Improvements Project Westgate and Panther Drive

The following outline will provide a preliminary scope statement relating to the infrastructure improvements to Westgate and Panther Drive in Weslaco Texas that will be included in the 380 agreement between H-E-B and the City of Weslaco and the 381 agreement with the County of Hidalgo.

Project	Exhibit	Projected Cost
Westgate Road – From HWY 83 to Bus. 83	B-1	\$2,950,000
Panther Drive – Between Westgate and Border	B-2	\$ 560,000
Design / Construction Management	B-3	\$ 490,000
Total Budget Cost		\$4,000,000

ATTACHMENT "B-1"

WESTGATE ROAD – FROM HWY 83 TO BUS. 83

Improvements on Westgate from HWY 83 to Business 83 include:

- **Re-construction of the roadway from HWY 83 to Panther Drive within the existing curb limits, with heavy asphalt paving sections along the roadway and concrete sections in the intersections of Pike and Panther Drive.**
- **Overlay of the roadway from Panther Drive to Bus. 83.**
- **Drainage improvements including a 48" / 36" storm drain in Westgate ROW**
- **Addition of a signal at Panther and Westgate**
- **Update the signal at Westgate and Pike**
- **Synchronization of the signals on Westgate from Business 83 to State hwy 83.**
- **Addition of raised curb center turning pockets in Westgate to control the location of left turn opportunities.**

Current cost estimate:

- **Costs associated with the improvements of Westgate re-construction as described above is \$2.95MM dollars, including the signal work.**

Current anticipated schedule:

- **Engineering beginning in late June 2007.**
- **City review drawings and submit construction documents for bid August, 2007.**
- **Under contract and initiate work September 1, 2007.**
- **Phase project to complete the storm sewer installation prior to the roadway work, with a storm completion of mid October, 2007.**
- **5 Months of construction in Westgate completing the road in phases, allowing for traffic to continue along the roadway throughout construction. Completion in March, 2008.**

ATTACHMENT "B-2"

PANTHER DRIVE – BETWEEN WESTGATE AND BORDER

Improvements to Panther Drive between Westgate and Border will include:

- **8' lane widening to the South side of Panther, from Westgate to the H-E-B truck entrance (approximately 1,000 LF). Final configuration will be 4 lanes, 2 eastbound and 2 westbound.**
- **Adjustment of the necessary utilities on the South side of Panther in the location of the lane widening.**
- **Re-construction of the existing pavement to a heavy traffic paving section, including concrete paving approach on Panther at Westgate and at the H-E-B truck entrance.**
- **A transition from the widened section to the original section East of the truck entrance.**
- **A 1" overlay for the remaining portion of Panther Drive East of the truck entrance to Border.**
- **Elimination of the planned sidewalk on the south side of Panther Drive from Westgate to Border (the intent will be to induce pedestrian traffic to stay on the sidewalk on the North side of Panther that runs from Westgate to Border, and circumnavigates the school property).**

Current Cost Estimate:

- **Costs associated with the improvements of Westgate re-construction as described above is \$700,000 dollars.**

Current anticipated schedule:

- **Construction of Panther would be phased with the Westgate Construction. Total time to complete the work on Panther is estimated to be 2.5 months, and will start in the spring to be completed prior to May, 2008.**

ATTACHMENT "B-3"
CONSTRUCTION SCHEDULE

<i>Westgate / Panther Drive Improvements</i>				
<i>Proposed Scheudle</i>				
<i>Year</i>	<i>2007</i>			
<i>Month</i>	<i>S</i>	<i>O</i>	<i>N</i>	<i>D</i>
<i>Design</i>				
<i>Permits</i>				
<i>Phase I Westgate / Drainage</i>				
<i>Phase II Westgate</i>				
<i>Phase III Panther Drive</i>				

MASTER ECONOMIC DEVELOPMENT AGREEMENT

By and Among

CITY OF WESLACO, TEXAS,

HIDALGO COUNTY, TEXAS,

and

HEB GROCERY COMPANY, L.P.

Effective as of _____, 2007

MASTER ECONOMIC DEVELOPMENT AGREEMENT

This **MASTER ECONOMIC DEVELOPMENT AGREEMENT** (this "**Agreement**") is entered into to be effective as of the ____ day of _____, 2007 (the "**Effective Date**"), by and among the **CITY OF WESLACO, TEXAS** (the "**City**"), a home-rule municipality organized under the laws of the State of Texas, **HIDALGO COUNTY, TEXAS** (the "**County**"), and **HEB GROCERY COMPANY, L.P.**, a Texas limited partnership (the "**Developer**").

RECITALS

WHEREAS, the Developer desires initially to construct a warehouse distribution center containing approximately 400,000 square feet in a single building with fixed in-place racking (collectively and with all future improvements and additions, the "**Facility**") on the approximately 56.31-acre tract of real property located in Weslaco, Hidalgo County, Texas described on **Exhibit A** attached hereto (the "**Site**"); and

WHEREAS, operation of the Facility will create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the City and the County; and

WHEREAS, the Developer has advised the City and the County that a contributing factor that would induce the Developer to develop the Facility would be the making of an economic development grant to defray a portion of the costs to be incurred by the Developer as a consequence of developing and constructing the Facility, and to repay the Developer for its contribution to the widening, improvement to drainage, and general improvements to that portion of N. Westgate Drive in the City of Weslaco generally located between Expressway 83 and Business 83 (such improvements to N. Westgate Drive, the "**Road Improvements**"), as further described on **Exhibit B** and **Attachments B1-3** thereto; and

WHEREAS, under Chapter 380 of the Texas Local Government Code, the City has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the City, including by making grants of public money; and

WHEREAS, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to stimulate business and commercial activity within the County, including through the use of county funds; and

WHEREAS, the City Commission of the City and the Commissioners Court of the County each has found and determined that by entering into this Agreement, as well

as the individual Chapter 380 Economic Development Agreement (the “**380 Agreement**”) and Chapter 381 Economic Development Agreement (the “**381 Agreement**”) referred to herein and executed contemporaneously herewith, the public interest and welfare will be advanced, and potential economic benefits will accrue to the City and the County, respectively, consistent with the City’s and County’s economic development objectives; and

WHEREAS, the City, the County, and the Developer desire to set forth in this Agreement the basic rights and obligations of the parties, including with regard to the Road Improvements; and

WHEREAS, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

SECTION 1.1 OBJECTIVES. The Developer wants to develop the Facility on the Site (the Facility, with fixed in-place racking, located on the Site and with the Road Improvements sometimes herein, the “**Project**”). The City and the County believe that the development of the Project will likely serve as an economic stimulus to this developing area, resulting in significant job growth and increased tax revenue for the City and the County, as well as for other local taxing jurisdictions that are not party to this Agreement. Consequently, the City and the County strongly favor the Developer’s location of the Facility at the Site.

SECTION 1.2 CONCEPT AND STRUCTURE. Subject to the terms and conditions of this Agreement, the 380 Agreement, and the 381 Agreement (those three agreements sometimes hereinafter collectively, the “**Grant Agreements**”), Developer is willing to fund (“**Developer’s Contribution**”) up to Four Million and No/100Dollars (\$4,000,000.00) toward the Road Improvements, which Road Improvements will be built on behalf of the City. Without the Road Improvements, N. Westgate Drive would not be adequate for the truck-borne commercial activity anticipated to be generated in the area by the Facility. In order to encourage the Developer to (i) develop the Facility, and (ii) provide Developer’s Contribution, and to make the area surrounding the Site more

attractive to other businesses, the City and the County will make economic development grants to Developer, including for the purpose of their shared reimbursement of Developer's Contribution, as more fully described in the Grant Agreements. The County and the City will establish "Tax Funds", as defined below, into which real property taxes and personal property taxes generated by the Facility and the Site will be deposited for subsequent reimbursements and other grant payments to Developer, as described in the Grant Agreements, including the 380 Agreement, the form of which is attached as *Exhibit C* hereto, and the 381 Agreement, the form of which is attached as *Exhibit D* hereto. Notwithstanding any other provision of the Grant Agreements to the contrary, the Developer may elect whether or not to build the Facility in Developer's sole discretion, and Developer's responsibility for Developer's Contribution will arise only if (i) Developer elects to build the Facility, and (ii) the Grant Agreements are executed by all parties thereto.

SECTION 1.3 TERM. The term of this Agreement shall be twenty (20) years from the first January 1 following Effective Date hereof, plus such additional time as is necessary for the grant payments described herein arising in the 20th year to be collected and disbursed.

ARTICLE II

PAYMENT OF GRANTS

SECTION 2.1. SEPARATE OBLIGATIONS OF THE DEVELOPER. The payment of all indebtedness and obligations incurred by the Developer in connection with the development and construction of the Facility and the operation of the Facility shall be solely the obligations of the Developer. The County and the City shall not be obligated to pay any indebtedness or obligations of the Developer and shall only be obligated to make grants and reimburse the Developer in accordance with the terms and conditions of the Grant Agreements.

SECTION 2.2. TAX FUND. The City and the County will each provide for the payment of their respective Grant Payments to be made pursuant to the Grant Agreements by establishing separate funds into which a certain portion of all "Property Taxes" (as that term is defined below) shall be deposited (such fund, as created by the appropriate government, a "*Tax Fund*"). During the term of this Agreement, each of the City and the County will pay to Developer, on an annual basis, all Net Funds then available in their respective Tax Fund as grant payments pursuant to the Grant Agreements. For purposes of the Grant Agreements, "*Net Amounts*" means the amount of all of the Property Taxes (as defined below) in excess of the amount of Property Taxes assessed against the Site for the calendar year 2006 (the "*Baseline Amount*"). Once established, the Baseline Amount shall be used every year as the baseline against which to calculate increased Net Amounts that will be paid out as Grant Payments.

SECTION 2.3 REAL AND PERSONAL PROPERTY TAXES. Each of the City and the County levy real property taxes and personal property taxes, which taxes are billed and collected by the Hidalgo County Tax Office (the “*Tax Office*”). The “*Real Property Taxes*” hereunder, whether City or County, are the relevant government’s share of the real property taxes received from the Tax Office with regard to the Site and the Facility at any time during the term of this Agreement. The “*Personal Property Taxes*” hereunder, whether City or County, are the relevant government’s share of the personal property taxes received from the Tax Office with regard to taxable personal property located on the Site (including in the Facility) during the term of this Agreement, including, without limitation, inventory, furniture, fixtures, equipment, machinery, and vehicles. The sum of all City and County Real Property Taxes and Personal Property Taxes are the “*Property Taxes*” hereunder. Following their receipt by the City or the County, as appropriate and from time to time, the Property Taxes shall be deposited into that government’s Tax Fund.

SECTION 2.4. DURATION OF PAYMENTS. The (a) Real Property Taxes shall be paid to Developer as a grant for each of the twenty (20) years following the year that includes the Effective Date, and (b) Personal Property Taxes shall be paid as repayment of the loan of Developer’s Contribution until the sooner of (i) repayment to Developer in full of Developer’s Contribution, plus interest, or (ii) twenty (20) years of payments, all as more fully described in the Grant Agreements, including with regard to the City’s and County’s shared reimbursement of Developer’s Contribution.

SECTION 2.5. CONDITION TO THE OBLIGATIONS OF THE COUNTY AND CITY. Notwithstanding any other provision of the Grant Agreements to the contrary, the City and County shall have no duty or obligation to reimburse any of Developer’s Contribution or to make grant payments unless and until Developer’s Contribution has been made to the City.

ARTICLE III

COVENANTS

SECTION 3.1. COVENANTS OF DEVELOPER. During the term of this Agreement, Developer shall comply with the following covenants.

SECTION 3.1.1. OPERATION OF FACILITY. The Facility shall be operated, maintained and managed directly by the Developer or any successor in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws, including by obtaining and keeping in effect all time all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. The foregoing shall not be construed to create an obligation of continuous operations during the term of this Agreement; provided, however, that once the Facility has opened, if Developer thereafter ceases all business activity at

the Facility for a period of at least twelve (12) continuous months for any reason other than remodeling, repair, or an event of force majeure, then each of the City and the County shall have the right to terminate this Agreement effective sixty (60) days after delivery of notice thereof unless Developer has recommenced business activity in the Facility prior to the expiration of such 60-day cure period.

SECTION 3.1.2. BUSINESS OF THE DEVELOPER. The Developer shall conduct all operations within the Facility in compliance with all federal and state laws and City ordinances.

SECTION 3.2. COVENANTS OF THE COUNTY AND CITY. During the term of this Agreement, the City and the County shall comply with the following covenants.

SECTION 3.2.1. ORGANIZATION. Neither the City nor the County shall change, or permit to be changed, its organizational documents in any manner that would materially adversely affect the Project or the Developer.

SECTION 3.2.2. TAX FUND PROTECTED. The Tax Fund shall remain a separate, unencumbered fund or account containing only the Property Taxes (and accumulated interest, if any) to be deposited into the Tax Fund hereunder.

SECTION 3.3. FURTHER ACTIONS. The County, the City and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of the Grant Agreements and to aid and assist each other in carrying out such objectives, terms and provisions.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER. The Developer represents and warrants to the City and the County, as of the Effective Date, as follows:

SECTION 4.1.1. ORGANIZATION. The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business that Developer proposes to carry on at the Facility may lawfully be conducted by the Developer.

SECTION 4.1.2. AUTHORITY. The execution, delivery and performance by the Developer of the Grant Agreements is within the Developer's powers and have been duly authorized by all necessary action of the Developer.

SECTION 4.1.3. NO CONFLICTS. Neither the execution and delivery of the Grant Agreements, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

SECTION 4.1.4. NO CONSENTS. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the Delivery of the Grant Agreements or the consummation of the transactions contemplated hereby or thereby.

SECTION 4.1.5. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 4.1.6. NO PENDING LITIGATION. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the Developer, threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of the Grant Agreements or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under the Grant Agreements or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

SECTION 4.1.7. NO DEFAULTS. The Developer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or

conditions contained in any material agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under the Grant Agreements.

SECTION 4.1.8. FULL DISCLOSURE. Neither the Grant Agreements nor any schedule or exhibit attached hereto in connection with the negotiation of the Grant Agreements contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

SECTION 4.1.9. NECESSARY CONSENT. The Developer acknowledges that neither the County nor the City is committed or obligated to pay any expenditure incurred with respect to the construction of the Facility and Public Infrastructure except as specifically provided in the Grant Agreements.

SECTION 4.2. REPRESENTATION AND WARRANTIES OF THE CITY AND THE COUNTY. The County and the City severally represent and warrant to the Developer, as of the Effective Date, as follows:

SECTION 4.2.1. AUTHORITY. The execution, delivery and performance by the County and the City of the Grant Agreements are within their respective powers and have been duly authorized by all necessary action.

SECTION 4.2.2. NO CONFLICTS. Neither the execution and delivery of the Grant Agreements, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of the County and the City or any provision of law, statute, rule or regulation to which the County or the City to their knowledge is subject or any judgment, decree, license, order or permit applicable to the County or the City, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the County or the City pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the County or the City is a party or by which the County or the City are bound, or to which the County or the City is subject.

SECTION 4.2.3. VALID AND BINDING OBLIGATION. This Agreement is the legal, valid and binding obligation of the County and the City, enforceable against the County and the City in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

SECTION 4.2.4. NO PENDING LITIGATION. There is no action, proceeding,

inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County or the City, threatened against or affecting the County, or the City, threatened against or affecting the County or the City, questioning the validity of any proceedings taken or to be taken by the County and the City in connection with the execution, delivery and performance by the County and the City of the Grant Agreements or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County or the City hereof or thereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the County and City to perform, their respective obligations under the Grant Agreements.

SECTION 4.2.5. NO DEFAULTS. The County and the City are not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the County or the City is a party or by which the County or the City are bound that would have any material adverse effect on the County's or the City's ability to perform under the Grant Agreements.

ARTICLE V
PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no employee of the City or County, nor any commission member of the City or member of the County's Court, shall be personally responsible for any liability arising under or growing out of the Grant Agreements.

ARTICLE VI
MISCELLANEOUS

SECTION 6.1. ENTIRE AGREEMENT. This Agreement, including exhibits hereto, and along with the 380 Agreement and the 381 Agreement, contain the entire agreement between the parties with respect to the transactions contemplated herein.

SECTION 6.2. AMENDMENT. This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

SECTION 6.3. SUCCESSORS AND ASSIGNS. In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer may assign this Agreement to any affiliate of Developer. For purposes of this Agreement, "*Affiliate*" means any person, entity or group of persons or entities that controls the Developer, that

the Developer controls or that is under common control with the Developer. Except as just stated, this Agreement is not assignable without the prior written permission of the other parties thereto.

SECTION 6.4. WAIVER. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

SECTION 6.5. REMEDIES. Upon breach of any of the covenants contained in Article III or the representations and warranties contained in Article IV, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

SECTION 6.6. NOTICES. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

DEVELOPER:

HEB Grocery Company, L.P.
646 South Main
San Antonio, Texas 78204
Attn: Sr. Vice President of Real Estate
Telephone: (210) 938-8000
Facsimile: _____

With a copy to:

HEB Grocery Company, L.P.
646 South Main
San Antonio, Texas 78204
Attn: Legal Department
Telephone: (210) 938-8000
Facsimile: _____

CITY:

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78540
Attn: City Mayor
Telephone: (956) 968-3181
Facsimile: (956) 968-6672

With a copy to:

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78540
Attn: City Manager
Telephone:(956) 973-3110
Facsimile: (956) _____

COUNTY:

Hidalgo County
100 E. Cano
Edinburg, Texas 78539
Attn: County Judge
Telephone:_____

Facsimile:_____

With a copy to:

Hidalgo County Attorney Office

Attn: Stephen L. Crain, Attorney

Telephone: (956) 632-8221

Facsimile: (956) 686-6109

SECTION 6.7. APPLICABLE LAW. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

SECTION 6.8. SEVERABILITY. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

SECTION 6.9. NO THIRD-PARTY BENEFICIARIES. The County, the City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County, the City, and the Developer or permitted assignees of such parties.

SECTION 6.10. NO JOINT VENTURE. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION 6.11. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

SECTION 6.12. FORCE MAJEURE. Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

EXECUTED to be effective as of the Effective Date.

CITY OF WESLACO

Buddy de la Rosa, Mayor

ATTEST:

AMANDO C. ELIZONDO, City Secretary

APPROVED AS TO FORM:

RAMON VELA, City Attorney

COUNTY OF HIDALGO, TEXAS

Name: _____

Title: _____

HEB GROCERY COMPANY, L.P.

By: _____

Name: _____

Title: _____

EXHIBIT A	Site
EXHIBIT B	Scope of Road Improvements (with Attachments B1-3)
EXHIBIT C	Chapter 380 Agreement
EXHIBIT D	Chapter 381 Agreement

EXHIBIT A
Site

Lot 4, Block A, HEB Weslaco #4, a subdivision in the City of Weslaco, Hidalgo County, Texas according to the map or plat filed of record as Document No. _____, Official Public Records, Hidalgo County, Texas.

EXHIBIT B
Scope and Projected Cost of Road Improvements

June 7, 2007

City of Weslaco / Hidalgo County
Infrastructure Improvements Project
Westgate Drive and Panther Drive

The following outline will provide a preliminary scope statement relating to the infrastructure improvements to Westgate and Panther Drive in Weslaco Texas that will be included in the 380 agreement between H-E-B and the City of Weslaco and the 381 agreement with the County of Hidalgo.

Project	Exhibit	Projected Cost
Westgate Drive – From Expressway 83 to Bus. 83	B-1	\$2,950,000
Panther Drive – Between Westgate Drive and Border Avenue	B-2	\$ 560,000
Design / Construction Management	B-3	\$ 490,000
Total Budget Cost		\$4,000,000

ATTACHMENT "B-1"

WESTGATE DRIVE – FROM EXPRESSWAY 83 TO BUS. 83

Improvements on Westgate Drive from Expressway 83 to Business 83 include:

- **Re-construction of the roadway from Expressway 83 to Panther Drive within the existing curb limits, with heavy asphalt paving sections along the roadway and concrete sections in the intersections of Pike and Panther Drive along Westgate Drive.**
- **Overlay of Westgate Drive from Panther Drive to Bus. 83.**
- **Drainage improvements including a 48" / 36" storm drain in Westgate Drive ROW**
- **Addition of a traffic signal at Panther and Westgate Drive**
- **Update the traffic signal at Westgate Drive and Pike**
- **Synchronization of the traffic signals on Westgate Drive from Business 83 to Expressway 83.**
- **Addition of raised curb center turning pockets in Westgate Drive to control the location of left turn opportunities.**

Current cost estimate:

- **Costs associated with the improvements of Westgate Drive re-construction as described above is \$2.95MM dollars, including the signal work.**

Current anticipated schedule:

- **Engineering beginning in late June 2007.**
- **City review drawings and submit construction documents for bid August, 2007.**
- **Under contract and initiate work September 1, 2007.**
- **Phase project to complete the storm sewer installation prior to the roadway work, with a storm completion of mid October, 2007.**
- **5 Months of construction in Westgate Drive completing the road in phases, allowing for traffic to continue along the roadway throughout construction. Completion in March, 2008.**

ATTACHMENT "B-2"

PANTHER DRIVE – BETWEEN WESTGATE DRIVE AND BORDER AVENUE

Improvements to Panther Drive between Westgate Drive and Border Avenue will include:

- **8' lane widening to the South side of Panther, from Westgate to the H-E-B truck entrance (approximately 1,000 LF). Final configuration will be 4 lanes, 2 eastbound and 2 westbound.**
- **Adjustment of the necessary utilities on the South side of Panther in the location of the lane widening.**
- **Re-construction of the existing pavement to a heavy traffic paving section, including concrete paving approach on Panther at Westgate and at the H-E-B truck entrance.**
- **A transition from the widened section to the original section East of the truck entrance.**
- **A 1" overlay for the remaining portion of Panther Drive East of the truck entrance to Border.**
- **Elimination of the planned sidewalk on the south side of Panther Drive from Westgate to Border (the intent will be to induce pedestrian traffic to stay on the sidewalk on the North side of Panther that runs from Westgate to Border, and circumnavigates the school property).**

Current Cost Estimate:

- **Costs associated with the improvements of Westgate Drive re-construction as described above is \$700,000 dollars.**

Current anticipated schedule:

- **Construction of Panther would be phased with the Westgate Drive construction. Total time to complete the work on Panther is estimated to be 2.5 months, and will start in the spring to be completed prior to May, 2008.**

ATTACHMENT "B-3"
DESIGN / CONSTRUCTION MANAGEMENT

This work is to be completed by TEDSI for a fee of approximately \$490,000

EXHIBIT C
Chapter 380 Agreement

EXHIBIT D
Chapter 381 Agreement

AI-6800

14.A.

**Inter-Departmental Transfer for Tower Road Project
CC REGULAR**

Date: 12/05/2007
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Approval of 2007 interdepartmental transfer from Precinct #2 Owassa Road Project (Jackson-R. Longoria) - Roads to Tower Road Project (Moore-Balli) Right-of-Way in the amount of \$5,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1202-431-00-122-026-0--731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1202-431-00-122-026-0-731-->7-1202-431-00-122-027-0-711 \$5,000.00
Available balance as of 11/29/07 \$10,000.00

Attachments

Link: [inter-dept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 08:33 AM	APRV
2	Manuel Chapa	Manuel Chapa	11/29/2007 11:22 AM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 11/28/2007 05:36 PM	
Final Approval Date: 11/30/2007				

INTER-DEPARTMENTAL TRANSFER

DATE: November 28, 2007

DEPARTMENT HEAD: Hector "Tito" Palacios **AI#6800**

Revised

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2

ACCOUNT NUMBER: 7-1202-431-00-122-02X-0-7X1

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
7-1202-431-00-122-026-0-731	OWASSA RD (JACKSON-R. LONGORIA) - ROADS	(5,000.00)
TO:		
7-1202-431-00-122-027-0-711	TOWER RD (MOORE-BALLI)-ROW	\$5,000.00
Total Budget (Increase/Decrease)		0.00

REASON: TRANSFER NEEDED FOR CONTINUED OPERATION OF TOWER ROAD PROJECT

Department Head Signature

11/28/2007
Date

Approved Commissioners' Court

Attest County Clerk

AI-6779
RMA Appointment
CC REGULAR

15.A.

Date: 12/05/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Submitted For: Norma Ceballos
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Approval to appoint board member in order to fill vacancy to the Regional Mobility Authority (RMA)

BACKGROUND

Recommendation - Mr. Ramon Garcia

Vacancy position due to the election of Mr. Ruben Plata to the City Council.
Letter of resignation attached

Fiscal Impact

Attachments

Link: [letter](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 10:37 AM	APRV
2	Dale Kennan	Dale Kennan	11/29/2007 02:10 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Norma Ceballos
Started On: 11/28/2007 04:18 PM

Final Approval Date: 11/30/2007

November 29, 2007

To: Honorable Juan D. Salinas, III
Commissioners Court
Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

From: Ruben D. Plata
Board Member
1613 Solar Drive
Mission, Texas 78574

Re: Resignation from HCRMA

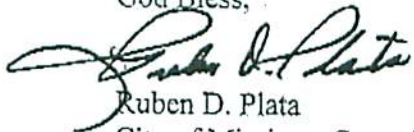
Greetings,

Please accept this letter as notice of my resignation as board member of the Hidalgo County Regional Mobility Authority. The reason for my resignation is due to the fact that on October 20, 2007, I was elected as a councilman for The City of Mission, Hidalgo County, Texas. It is my understanding that I can not continue serving on this board as an elected official for the City of Mission.

I want to take this time to thank you for the opportunity to serve on this prestigious board. I learned a lot in the short period of time and I also got to meet very professional and interesting people. I have all the confidence that you will continue doing a great job taking care of the Citizens of Hidalgo County. Best wishes on all the plans and projects that you have for this great county.

If you have any questions, please do not hesitate to call me at 956-519-5995.

God Bless,


Ruben D. Plata
City of Mission - Councilman

HIDALGO COUNTY
BUDGET OFFICE
2007 NOV 29 PM 3 27

AI-6814

15.B.

**Budgeted Salary Adjustments (Increase)
CC REGULAR**

Date: 12/05/2007
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Road & Bridge

1. Discussion, consideration and approval of budgeted salary increase for slot no. 123-005-0052 by \$1,500.00 due to additional duties effective next full pay period, 12/10/2007.
2. Approval of revised salary schedule

Sanitation

1. Approval of budgeted salary increase for slot no.'s 123-001-0006 and no. 123-001-0017 by \$1,500.00 each due to additional duties effective next full pay period, 12/10/2007.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u> 2007	<u>ACCT. #:</u> UNDETERMINED
<u>FUNDS AVAILABLE Y/N?:</u> UNDETERMIN	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u>	
Sanitation- Funding undetermined. RC	

<u>FISCAL YEAR:</u> 2007	<u>ACCT. #:</u> 7-1203-431-00-123-005-0-113
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u>	
R&B- Available lapsed funding as of 11/30/2007. RC	

Attachments

- Link: [R&B Additional Duties](#)
- Link: [R&B- Fiscal Note](#)
- Link: [R&B-Revised Salary Schedule](#)
- Link: [Sanitation- Additional Duties](#)

Link: [Sanitation- Fiscal Note](#)

Link: [Sanitation Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 03:11 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	11/30/2007 04:48 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Norma Ceballos

Started On: 11/29/2007 02:36 PM

Final Approval Date: 11/30/2007

Additional Duties - R&B
Slot 123-005-0052

- Prepares equipment by using welding techniques and appropriate welding equipment.
- Fabricates equipment by cutting, burning, and welding various metal materials.
- Cleans and prepares surfaces to be welded.
- Sets up, assembles, and tacks weld parts.
- Builds up worn or defective surfaces.
- Uses burning equipment to dismantle assemblies and to cut material to size and shape.
- Welds and builds equipment as needed
- Performs a variety of preventative maintenance such as changing oil, filters, etc.

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Wednesday, December 05, 2007

Agenda Item: AI-6814

Summary of request/proposal: The Commissioner Precinct No. 3 office (R&B Dept.) is requesting to adjust the budgeted salary for slot no. 123-005-0052 due to additional duties effective next full pay period, 12/10/2007.

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Budgeted Salary Requested</u>	<u>Total Adjustment Requested</u>
1202	MAINTENANCE III	0052	113	\$22,204.00	\$23,704.00	\$1,500.00
				\$22,204.00	\$23,704.00	\$1,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
7-1203-431-00-123-005-0-	113	PCT.3 P/U RD- PERM F/T EMPLOYEES	\$91.95
7-1203-431-00-123-005-0-	211	PCT.3 P/U RD- HEALTH INSURANCE	-
7-1203-431-00-123-005-0-	212	PCT.3 P/U RD- LIFE INSURANCE	-
7-1203-431-00-123-005-0-	220	PCT.3 P/U RD- FICA	\$7.03
7-1203-431-00-123-005-0-	230	PCT.3 P/U RD- RETIREMENT	\$8.20
7-1203-431-00-123-005-0-	250	PCT.3 P/U RD- UNEMPLOYMENT COMP	\$0.46
7-1203-431-00-123-005-0-	260	PCT.3 P/U RD- WORKER'S COMP	\$12.61
			\$120.25

2008 Budgetary Impact: \$ 1,961.70

Possible Funding Sources: Within Dept.'s lapsed salaries/funding

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

1203-431-00-123-005-0
PCT.3 P/U RD

AI-6814

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	113	CHIEF ADMINISTRATOR	\$62,938.00	\$12,062.00	\$75,000.00	0.03	\$2,250.00	\$0.00	\$77,250.00	\$77,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,250.00
0002	113	COORDINATOR	\$65,750.00	\$6,250.00	\$72,000.00	0.03	\$2,160.00	\$0.00	\$74,160.00	\$74,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74,160.00
0003	113	EXECUTIVE ASST	\$48,000.00	\$8,000.00	\$56,000.00	0.03	\$1,680.00	\$0.00	\$57,680.00	\$57,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,680.00
0004	113	FIELD OPER DIRECTOR	\$48,000.00	\$6,000.00	\$54,000.00	0.03	\$1,620.00	\$0.00	\$55,620.00	\$55,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,620.00
0005	113	ASST FIELD/OP DIR	\$44,000.00	\$2,000.00	\$46,000.00	0.03	\$1,380.00	\$0.00	\$47,380.00	\$47,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,380.00
0006	113	ASST. FILED OPERATIONS DIR.	\$36,000.00	\$10,000.00	\$46,000.00	0.03	\$1,380.00	\$0.00	\$47,380.00	\$47,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,380.00
0007	113	ADMINISTRATIVE AIDE	\$0.00	\$41,614.00	\$41,614.00	0	\$0.00	\$0.00	\$41,614.00	\$41,614.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,614.00
0008	113	PAVING SUPVSR	\$38,000.00	\$0.00	\$38,000.00	0.045	\$1,710.00	\$0.00	\$39,710.00	\$39,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,710.00
0009	113	COMMUNITY LIAISON	\$36,000.00	\$0.00	\$36,000.00	0.045	\$1,620.00	\$0.00	\$37,620.00	\$37,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,620.00
0010	113	MECHANIC III	\$33,863.00	\$0.00	\$33,863.00	0.045	\$1,524.00	\$0.00	\$35,387.00	\$35,387.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,387.00
0011	113	MAINTENANCE III	\$30,000.00	\$0.00	\$30,000.00	0.0675	\$2,025.00	\$0.00	\$32,025.00	\$32,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,025.00
0012	113	HUMAN RES SPEC	\$25,891.00	\$4,109.00	\$30,000.00	0.045	\$1,350.00	\$0.00	\$31,350.00	\$31,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,350.00
0013	113	HEAVY EQ OP III	\$26,000.00	\$2,000.00	\$28,000.00	0.0675	\$1,890.00	\$0.00	\$29,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0014	113	HEAVY EQ OP III	\$26,000.00	\$2,000.00	\$28,000.00	0.0675	\$1,890.00	\$0.00	\$29,890.00	\$29,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,890.00
0015	113	HEAVY EQ OP III	\$25,088.00	\$2,912.00	\$28,000.00	0.0675	\$1,890.00	\$0.00	\$29,890.00	\$29,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,890.00
0016	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0017	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0018	113	HEAVY EQ OP II	\$25,088.00	\$912.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0019	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0020	113	HEAVY EQ OP II	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0021	113	HEAVY EQ OP III	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
0022	113	HEAVY EQ OP III	\$26,000.00	\$0.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,755.00
0023	113	RECEPTIONIST/CLERK	\$20,800.00	\$5,200.00	\$26,000.00	0.0675	\$1,755.00	\$0.00	\$27,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0024	113	MAINTENANCE III	\$21,730.00	\$3,770.00	\$25,500.00	0.0675	\$1,721.00	\$0.00	\$27,221.00	\$27,221.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,221.00
0025	113	HEAVY EQ OP III	\$25,088.00	\$0.00	\$25,088.00	0.0675	\$1,693.00	\$0.00	\$26,781.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0026	113	TRCK DRIVER II	\$25,000.00	\$0.00	\$25,000.00	0.0675	\$1,688.00	\$0.00	\$26,688.00	\$26,688.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,688.00
0027	113	TRCK DRIVER II	\$24,500.00	\$0.00	\$24,500.00	0.0675	\$1,654.00	\$0.00	\$26,154.00	\$26,154.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,154.00
0028	113	HEAVY EQUIPMENT OPERATOR III	\$24,357.00	\$0.00	\$24,357.00	0.0675	\$1,644.00	\$0.00	\$26,001.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0029	113	OFFICE CLERK	\$0.00	\$26,000.00	\$26,000.00	0	\$0.00	\$0.00	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,000.00
0030	113	MECHANIC II	\$24,136.00	\$0.00	\$24,136.00	0.0675	\$1,629.00	\$0.00	\$25,765.00	\$25,765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,765.00
0031	113	INVOICE CLERK	\$20,135.00	\$3,865.00	\$24,000.00	0.0675	\$1,620.00	\$0.00	\$25,620.00	\$25,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,620.00
0032	113	TRCK DRIVER II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0033	113	TRCK DRIVER III	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0034	113	TRCK DRIVER II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0035	113	TRCK DRIVER II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

1203-431-00-123-005-0
PCT.3 P/U RD

AI-6814

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	
0036	113	TRCK DRIVER III	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0037	113	MAINTENANCE II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0038	113	MAINTENANCE II	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0039	113	TRCK DRIVER I	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0040	113	MAINTENANCE I	\$23,144.00	\$0.00	\$23,144.00	0.0675	\$1,562.00	\$0.00	\$24,706.00	\$24,706.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,706.00
0041	113	TRF SA/SPC II	\$22,966.00	\$0.00	\$22,966.00	0.0675	\$1,550.00	\$0.00	\$24,516.00	\$24,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,516.00
0042	113	MAINTENANCE I	\$20,135.00	\$1,665.00	\$21,800.00	0.0675	\$1,472.00	\$0.00	\$23,272.00	\$23,272.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,272.00
0043	113	HEAVY EQ OP III	\$21,730.00	\$0.00	\$21,730.00	0.0675	\$1,467.00	\$0.00	\$23,197.00	\$23,197.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,197.00
0044	113	TRCK DRIVER I	\$21,138.00	\$0.00	\$21,138.00	0.0675	\$1,427.00	\$0.00	\$22,565.00	\$22,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,565.00
0045	113	TRCK DRIVER I	\$21,138.00	\$0.00	\$21,138.00	0.0675	\$1,427.00	\$0.00	\$22,565.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0046	113	MAINTENANCE III	\$20,572.00	\$228.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0047	113	TRCK DRIVER II	\$20,830.00	(\$30.00)	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0048	113	MAINTENANCE II	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0049	113	TRF SA/SPC II	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0050	113	MAINTENANCE I	\$18,122.00	\$2,678.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0051	113	MAINTENANCE I	\$20,000.00	\$800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
								s/b \$1,500.00	s/b \$23,704.00							
0052	113	MAINTENANCE III	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	—\$0.00	—\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0053	113	CUSTODIAN	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0054	113	HEAVY EQ OP II	\$22,282.00	(\$1,482.00)	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0055	113	MAINTENANCE I	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0056	113	MAINTENANCE I	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0057	113	MAINTENANCE I	\$18,000.00	\$2,800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0058	113	MAINTENANCE I	\$18,000.00	\$2,800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0059	113	MAINTENANCE I	\$18,000.00	\$2,800.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0060	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0061	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
0062	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0063	113	TIRE REPAIR/MAINTENANCE	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$3,561.00	\$25,765.00	\$25,765.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,765.00
Total			\$1,587,583.00	\$152,943.00	\$1,740,526.00		\$96,731.00	\$5,061.00	\$1,842,318.00	\$1,746,377.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,746,377.00

Additional Duties - Sanitation

Slot 123-001-0006 &

Slot 123-001-0017

- Operates heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors and flat wheel rollers
- Operates small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Clears/Cleans or builds bar ditches according to surrounding ground elevations and availability of drainage
- Operates and maintains maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.

Additional Duties

- Assists the Sanitation Director for the day to day operations of the landfill /citizen station including maintenance.
- Assists the Sanitation Director in managing permanent records associated with the landfill/citizen collection station.
- Assists the Sanitation Director in planning and coordinating future service needs including personnel, equipment and facilities.
- Assists the Sanitation Director in keeping inventories and accounts for landfill/collection station keys, equipment and supplies.
- Oversees the entire operation of landfill/citizen station when Sanitation Director is out of the office.
- Assists the Sanitation Director in preparing reports involving posted data.

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Wednesday, December 05, 2007

Agenda Item: AI-6814

Summary of request/proposal: The Commissioner Precinct No. 3 office(Sanitation Dept.) is requesting to adjust the budgeted salary for slot no.'s 123-001-0006 and no. 123-001-0017 by \$1,500.00 each due to additional duties effective next full pay period, 12/10/2007.

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Budgeted Salary Requested</u>	<u>Total Adjustment Requested</u>
1100	HEAVY EQ OP II	0006	113	\$23,272.00	\$24,772.00	\$1,500.00
1100	MAINTENANCE I	0017	113	\$20,800.00	\$22,300.00	\$1,500.00
				\$44,072.00	\$47,072.00	\$3,000.00

Budgetary Impact:

<u>INCREASE/DECREASE ACCOUNT NUMBER</u>	<u>ACCOUNT (OBJECT) NAME</u>	<u>AMOUNT</u>
7-1100-432-00-123-001-0-113	SANITATION PCT.3- PERM F/T EMPLOYEES	\$183.91
7-1100-432-00-123-001-0-211	SANITATION PCT.3- HEALTH INSURANCE	-
7-1100-432-00-123-001-0-212	SANITATION PCT.3- LIFE INSURANCE	-
7-1100-432-00-123-001-0-220	SANITATION PCT.3- FICA	\$14.07
7-1100-432-00-123-001-0-230	SANITATION PCT.3- RETIREMENT	\$16.40
7-1100-432-00-123-001-0-250	SANITATION PCT.3- UNEMPLOYMENT COMP	\$0.92
7-1100-432-00-123-001-0-260	SANITATION PCT.3- WORKER'S COMP	\$27.05
		\$242.35

2008 Budgetary Impact: \$ 3,953.40

Possible Funding Sources: UNDETERMINED

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2007 SALARY SCHEDULE**

**1100-432-00-123-001-0
SANITATION PCT.3**

AI-6814

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	113	SANIT DIRECTOR	\$32,000.00	\$4,000.00	\$36,000.00	0.045	\$1,620.00	\$0.00	\$37,620.00	\$37,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,620.00
0002	113	DEPUTY CONSTABLE STEP II	\$34,060.00	\$0.00	\$34,060.00	0.035	\$1,192.00	\$0.00	\$35,252.00	\$35,252.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,252.00
0003	113	HEAVY EQ OP III	\$22,000.00	\$0.00	\$22,000.00	0.0675	\$1,485.00	\$0.00	\$23,485.00	\$23,485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,485.00
0004	113	HEAVY EQ OP II	\$20,135.00	\$1,665.00	\$21,800.00	0.0675	\$1,472.00	\$0.00	\$23,272.00	\$23,272.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,272.00
0005	113	HEAVY EQ OP II	\$20,135.00	\$1,665.00	\$21,800.00	0.0675	\$1,472.00	\$0.00	\$23,272.00	\$23,272.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,272.00
								s/b \$1,500.00	s/b \$24,772.00							
0006	113	HEAVY EQ OP II	\$20,135.00	\$1,665.00	\$21,800.00	0.0675	\$1,472.00	\$0.00	\$23,272.00	\$23,272.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,272.00
0007	113	TRUCK DRIVER III	\$0.00	\$23,144.00	\$23,144.00	0	\$0.00	\$0.00	\$23,144.00	\$23,144.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,144.00
0008	113	TRUCK DRIVER III	\$0.00	\$23,144.00	\$23,144.00	0	\$0.00	\$0.00	\$23,144.00	\$23,144.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,144.00
0009	113	HEAVY EQ OP II	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0010	113	HEAVY EQ OP III	\$18,486.00	\$2,314.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0011	113	HEAVY EQ OP III	\$20,135.00	\$665.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0012	113	MAINTENANCE I	\$18,486.00	\$2,314.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0013	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0014	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0015	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
0016	113	MAINTENANCE I	\$20,800.00	\$0.00	\$20,800.00	0.0675	\$1,404.00	\$0.00	\$22,204.00	\$22,204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,204.00
								s/b \$1,500.00	s/b \$22,300.00							
0017	113	MAINTENANCE I	\$0.00	\$20,800.00	\$20,800.00	0	\$0.00	\$0.00	\$20,800.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
0018	113	TRUCK DRIVER III	\$0.00	\$20,800.00	\$20,800.00	0	\$0.00	\$0.00	\$20,800.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
0019	113	TRUCK DRIVER III	\$0.00	\$20,800.00	\$20,800.00	0	\$0.00	\$0.00	\$20,800.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
0020	113	MAINTENANCE I	\$0.00	\$20,800.00	\$20,800.00	0	\$0.00	\$0.00	\$20,800.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
0021	113	MAINTENANCE I	\$0.00	\$20,800.00	\$20,800.00	0	\$0.00	\$0.00	\$20,800.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00
Total			\$309,572.00	\$164,576.00	\$474,148.00		\$19,945.00	\$0.00	\$497,093.00	\$497,093.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$494,093.00

AI-6623

16.A.6.

**Quality Claims Administration-Workers Compensation Program
CC REGULAR**

Date: 12/05/2007

Submitted By: Vangie Garcia, 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 action of the evaluation grid of the responses received for RFP: 2007-224-11-14-VYG-Hidalgo County-Quality Claims Administration Services For Worker's Compensation", for the purposes of ranking by Commissioners Court in order to proceed forward with the RFP negotiation portion of the procurement process;

- 1) _____; and
- 2) _____;

B. Requesting authority for Purchasing Department to enter into final negotiations (including best and final offers) with the number one ranked proposer/vendor for: Hidalgo County-Quality Claims Administration Services for Worker's Compensation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-2202-419-50-115-066-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$90,000.00 as of 11/29/07. 2007 Original budget was \$240,000.00 (presume similar funding in 2008).

Attachments

Link: [Participation Log](#)

Link: [Tabulation Log](#)

Link:

SELECTION/EVALUATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 07:31 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 07:41 AM	APRV
3	Dale Kennan	Dale Kennan	11/29/2007 08:52 AM	APRV
4	Auditor's Office	Becky Morales	11/30/2007 11:15 AM	APRV

5 Court Administrator Monica Badillo 11/30/2007 11:24 AM APRV
Form Started By: Vangie Garcia Started On: 11/19/2007 02:46
PM
Final Approval Date: 11/30/2007

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFP/Q ACCEPTANCE DATE: **NOVEMBER 14, 2007**

RFP ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/PROPOSAL DESCRIPTION: **"Hidalgo County-Quality Claims Administrator Services For Workers' Compensation"**

RFP/Q NO: **2007-224-11-14-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. Montalvo Insurance Ramon Montalvo	IP		10/31/07	208 S. Texas Blvd. Weslaco, Texas 78596 956-968-5521 (F) 956-969-9198
2. Insurance Associates Of The Valley - Cindy Rivera	Velocity	Vangie Y. Garcia	11/01/07	521 S. 77 Sunshine Strip Harlingen, Texas 78550 956-423-0490 (F) 956-423-7668
3. Jesse Trevino Insurance Sonia Martinez	Fed Exp. 8625-9079-7210	Vangie Y. Garcia	11/01/07	5835 Callagehan Road-Suite 320 San Antonio, Texas 78228 210-521-8803 (F) 210-521-8854
4. McGriff, Seibels & Williams Joseph Blasie (C) 713-213-9934	Fed Exp. 8625-9079-7221	Vangie Y. Garcia	11/01/07	10375 Richmond Avenue, Suite 1700 Houston, Texas 77042 713-940-6565 (F) 713-877-8974
5. McGriff - Robert Wagner 469-232-2140 (F) 469-232-2101	Fed Exp. 8625-9079-7232	Vangie Y. Garcia	11/01/07	5949 Sherry Lane - Suite 1300 Dallas, Texas 78754
6. Texas Municipal League Patty Ledesma	Fed Exp. 8625-9079-7243	Vangie Y. Garcia	11/01/07	1821 Rutherford Lane 1st. Floor Austin, Texas 78754 800-537-6655 (F) 512-491-2311
7. Arthur J. Gallagher & Co. Jeri Dain	Fed Exp. 8625-9079-7313	Vangie Y. Garcia	11/01/07	14241 Dallas Parkway Suite 300 Dallas, Texas 75254 972-991-3700 (F) 972-994-4061
8. Alamo Insurance Javier Guevara	Fed Exp. 8625-9079-7265	Vangie Y. Garcia	11/01/07	3201 Cherry Ridge Drive Suite D05 San Antonio, Texas 78230 210-930-6665 (F) 210-930-1838

9. Texas Association Of Counties Karen Therrien - X3315	Fed Exp. 8625-9079-7254	Vangie Y. Garcia	11/01/07	1210 San Antonio Austin, Texas 78701 800-456-5974 (F) 512-478-1426
10. Thorton Law Firm Randy McNeal	Fed Exp. 8625-9079-7210	Vangie Y. Garcia	11/01/07	912 S. Capital Of Texas Hwy Suite 300 Austin, Texas 78746 512-329-6666 (F) 512-327-7291
11. Frost Insurance Agency Cindy Smith email: csmith@frostinsurance.com	Fed Exp. 8625-9079-7298	Vangie Y. Garcia	11/01/07	10000 IH-10 West Suite 200 San Antonio, Texas 78230 800-259-7196 (F) 210-220-6460
12. Tri Star Risk Management Jimmy Dyer email: jimmy.dyer@tristargroup.ent	Fed Exp. 8625-9079-7302	Vangie Y. Garcia	11/01/07	5151 Flynn Parkway-Suite 301 Corpus Christi, Texas 78411 361-857-0115 (F)361-857-0123
13. Trevino Insurance Jesse Trevino email: tjstins1959@aol.com	Velocity	Vangie Y. Garcia	11/01/07	803 North Main Street McAllen, Texas 78505 956-687-7271 (F) 687-3634
14. Insurance Associates Of The Valley Cindy Rivera	Velocity	Vangie Y. Garcia	11/01/07	521 S. 77 Sunshine Strip Harlingen, Texas 78550 956-423-0490 (F) 956-423-7668
15. Insurance Advisory Group	Velocity	Vangie Y. Garcia	11/01/07	International Plaza Boca Chica Blvd. Suite 150 Brownsville, Texas 78521 956-548-6633
16.				

***VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)**

**HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL/QUALIFICATION ACCEPTANCE SHEET**

DEPARTMENT NAME: **HIDALGO COUNTY**

**PROPOSAL/QUALIFICATION ACCEPTANCE
DATE:** NOVEMBER 14, 2007

**PROPOSAL/QUALIFICATION ACCEPTANCE
TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL/QUALIFICATION: QUALITY CLAIMS ADMINISTRATOR
SERVICES FOR WORKERS' COMPENSATION

PROPOSAL/QUALIFICATION NO: 2007-224-11-14-VYG

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP/Q RESPONSE
#01	AMERICAN ADMINISTRATIVE GROUP	√
#02	TRISTAR RISK MANAGEMENT	√
#03		
#04		
#05		
#06		
#07		
#08		
#09		
#10		

SELECTION EVALUATION/GRADING GRID

RFQ/P NO: 2007-224-11-14-VYG

"QUALITY CLAIMS ADMINISTRATOR SERVICES FOR WORKERS' COMPENSATION"

EVALUATION CRITERIA	RESPONDENTS							
	American Administrative Group				Tri Star Risk Management			
	GRADERS				GRADERS			
	1	2	3	4	1	2	3	4
Economic Evaluation of the Proposed Fee Schedule	11	10	18	11	20	15	20	18
Responsiveness to the Request For Proposal/Qualifications, a) requested information included and thoroughness of response, b) understanding and acceptance of the scope of services, c) acceptance of the rfp/q and contract requirements, d) clarity and conciseness of the response, responsiveness to the request for proposal	16	18	19	19	19	18	20	19

Proposer's capability to provide the services requested and information contained in attachment "A". a) background of proposer and support personnel, including professional qualifications. b) relevant experience of the proposer, c) specific experience with public entity clients, d) other resources, including the total number of employees, number and location of offices, e) references and experience in the texas public sector.	60	56	58	56	60	60	58	60
Totals	87	84	95	86	99	93	98	97
Averages	88				96			

VENDOR RANKING UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT.

AI-6715
Gasoline
CC REGULAR

16.A.7.

Date: 12/05/2007

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 to exercise the sixty (60) days (as provided in current contract) with Arguindegui Oil Company while procurement process is completed.

BACKGROUND

See page 10 on the contract.

Fiscal Impact

Attachments

Link: [Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 08:14 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 07:58 AM	APRV
3	Rey Salazar	Rey Salazar	11/29/2007 11:07 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Mary Maldonado
Started On: 11/27/2007 01:23 PM

Final Approval Date: 11/30/2007



PURCHASING DEPARTMENT
County Of Hidalgo

October 17, 2006

Re: Contract # C-05-122-06-07

Mr. Alfonso Arguindegui, President
Arguindegui Oil Company II Ltd.
PO Box 1367
Laredo, Texas 78042

Dear Arguindegui:

Hidalgo County is requesting a one year extension of the "Gasoline, On & Off Highway Diesel Fuel", as provided in Article 3 of the current service contract, which will expire on December 31, 2006.

This letter will serve as the County's written notice for renewal under the same rates, terms and conditions.

Thank you for your attention 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
Contracts Manager

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

RECEIVED

JUL 05 2005

M E
COUNTY JUDGE

**SERVICE CONTRACT
C-05-122-06-07**

THIS CONTRACT is made and entered into this **16th** day of **June, 2005** by and between the **County of Hidalgo, Texas** ("County"), and **Arguindegui Oil Company II, Limited, a Texas**("Company").

WHEREAS, Company responded to request for bids for "**Gasoline, On & Off Highway Diesel Fuel** " (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to various locations (as provided in Exhibit "A") within Hidalgo County for "**Gasoline, On & Off Highway Diesel Fuel** ". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by each designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **June 16, 2005** and ending, **December 31, 2006** and may be extended at the sole discretion of County for an additional one (1) year term based on the prior year's performance evaluation and contingent upon cost remaining unchanged, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the

County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company **Arguindegui Oil Company II Ltd.
Attention: Alfonso Arguindegui, President
PO Box 1367
Laredo, Texas 78042**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 15th day of June 2005.

Approved by Commissioners Court on June 07, 2005

APPROVED AS TO FORM:

By: [Signature]
Atlas & Hall, LLP
Date: 6-16-05

Approved by Commissioners' Court
on 6-7-05

COUNTY OF HIDALGO

ATTEST:

By: [Signature]
Ramon Garcia, County Judge
Date: 6-21-05

[Signature]
Juan D. Salinas III, County Clerk
Date: 06/22/05

COMPANY: Arguindegui Oil Company II, Ltd.
By: [Signature]
Printed Name: Alfonso Arguindegui
Title: Pres. Arguindegui Management Co. LLC
Date: 10-30-05

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"

HIDALGO COUNTY "GASOLINE, ON & OFF HIGHWAY DIESEL FUEL" BID NO. 2005-122-05-25-MSS

BID SPECIFICATIONS

PROJECT OVERVIEW

Hidalgo County is seeking bids from qualified and interested vendors for purchases of fuel, i.e. gasoline (all grades) and diesel (all grades). Hidalgo County will contract with the lowest responsible bidder meeting all specifications and requirements contained herein. All purchases of gasoline and/or, on and/or off highway diesel fuel will be on an "as needed basis" only. There is no guarantee on annual volume. Hidalgo County purchases approximately 80% bulk fuel and 20% fuel from fueling stations. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

I. GENERAL INSTRUCTIONS TO BIDDERS:

Bids must be submitted and will be opened at 9:30 A.M., Wednesday, May 25, 2005 in the Hidalgo County Purchasing Department Conference Room located at 100 East Cano, 4th Floor, Administration Building, Edinburg, Texas 78539.

BID ACCEPTANCE:

- A. Unsigned bids will not be considered.
- B. Bids received after bid date and time will not be considered and will be returned to vendor unopened.
- C. Only sealed bids will be accepted. Faxed bids will not be accepted.

Any change to this documentation must be in written addendum and signed by, Martha L. Salazar, CPPB, Purchasing Agent or her designee.

The County reserves the right to accept or reject any or all bids received, waive minor technicalities and award the bid to best serve the interest of HIDALGO COUNTY.

BID PRICE:

Bid your lowest margin of profit for all gasoline and diesel grades. **The margin of profit shall remain the same for both bulk fuel and fueling stations.** Hidalgo County purchases approximately 80% bulk fuel and 20% fuel from fueling stations.

Detailed explanation of warranties must be provided with bid.

Prices that HIDALGO COUNTY will pay or all fuel delivery during the term of the contract will be based upon the bidder price above or below on the **May 23, 2005, OPIS report (Harlingen Pad) RACK PRICE.** Bidder must provide a copy of the May 23, 2005 OPIS report along with the bid and a relevant OPIS report current (Harlingen Pad) with each invoice.

To expedite evaluation of bids, **HIDALGO COUNTY** forms must be used to submit pricing information.

Bids shall be on the **BID FORM** enclosed and sealed in an envelope clearly labeled as follows:

HIDALGO COUNTY
"GASOLINE, ON & OFF HIGHWAY DIESEL FUEL"
BID NO. 2005-122-05-25-MSS
ATTN: MARTHA L. SALAZAR, CPPB, PURCHASING AGENT

REFERENCES:

A list of a minimum of five references/ contracts for any national, state, local political subdivision, private sector or other entity must be submitted along with your bid for qualification. Information regarding point of contact and contract term should include, but not limited to, the following:

- 1) Company
- 2) Contact Person
- 3) Phone Number
- 4) Term of the contract

BID WITHDRAWAL:

No bid may be withdrawn for a period of ninety (90) days subsequent to the bid opening date without expressed written consent of the County.

VOLUME:

All purchases of gasoline and/or, on and/or off highway diesel fuel will be on "**an as needed basis only**". There is no guarantee on annual volume. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is its best interest to do so.

After the bid is awarded and the awarded bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, **HIDALGO COUNTY** reserves the right to seek goods/services from the secondary vendor, state awarded vendors or any other cooperative purchasing programs at no additional cost to the County. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

RESPONSIBLE BIDDER:

Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.

The business must be a well established organization and have any adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

TERM OF THE CONTRACT:

HIDALGO COUNTY is requesting bids for "**GASOLINE, ON & OFF HIGHWAY DIESEL FUEL**" for an initial term commencing upon termination of current contract thru December 31st, 2006 with the County's option to extend the contract for an additional one (1) year term based on prior year's performance evaluation and contingent upon cost terms remaining unchanged. Hidalgo

County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

Bid prices are to remain firm from **BID AWARD DATE** through the termination of contract.

TERMINATION:

Either party may terminate this agreement upon giving written notice ninety (90) days prior to effective date of said termination.

Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

If termination of contract is necessary, the successful bidder will not add any termination penalties to said contract.

II **COMPLIANCE WITH SPECIFICATIONS & HIDALGO COUNTY'S RIGHT OF SELECTION:**

All bidder(s) shall abide by & comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

Bidders will be required to comply with all applicable equal employment opportunity laws and regulations.

EVALUATION OF BIDS:

All bids shall be evaluated on all factors involved, i.e., price, quality, and service, etc., whichever is in the best interest of the County.

No cash advance discount will be considered.

DEVIATIONS FROM SPECIFICATIONS:

All deviations from the specifications must be noted in writing, in detail by bidder at the time of submittal of the bid. Deviations will be submitted to Commissioner's Court for discussion.

"OR EQUAL" INTERPRETATION CLAUSE:

Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bid, the bidder shall indicate clearly the product on which bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

No substitutions will be accepted after item(s) have been awarded as specified.

REPRESENTATIONS:

The vendor represents that the items/and or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the attachments. Notwithstanding

anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part of or all of the items and/or services fail to meet the expectations of HIDALGO COUNTY, HIDALGO COUNTY may on a ten (10) day notice, terminate this agreement and be relieved of any further obligation to vendor.

ERRORS IN BIDS, RELIEF OF BIDS:

Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids, failure to do so will be at the bidder's own risk and bidder cannot secure relief of the plea or error. Neither law nor regulation make the allowance for errors or omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

PRODUCT QUALITY:

Fuels supplied under this bid shall be free from contamination. HIDALGO COUNTY reserves the right to test fuel quality upon delivery, prior to unloading. Should test results show that fuel contains contamination, it will be rejected.

For purpose of this specification, contamination is defined as any element which enters pure refined gasoline and diesel fuel either naturally or by purposeful action which is not a product of refined crude oil. With the exception of winter additives, detergents, and identifying dyes, any amount of alcohol is considered contamination and will not be allowed. Vendor shall be responsible for the removal of contaminated fuel from HIDALGO COUNTY property within three (3) working days after requested to do so should laboratory test results show fuel contains any level of alcohol or other contaminants. The vendor shall also be responsible for all cleanup required to all HIDALGO COUNTY property, storage facilities, vehicles and equipment as a result of non-compliance with specifications. Furthermore, the vendor shall be fully responsible for any and all cost incurred by HIDALGO COUNTY for any vehicles or equipment sustaining damage which is attributed to contaminated fuel(s) which the vendor has delivered.

III. BID AWARD:

HIDALGO COUNTY will award bid to the bidder with the lowest margin of profit. A "Primary" and "Secondary" vendor will be awarded for purchases from this contract through the effective period of this award. In situations when the "Primary" vendor does not comply with the specifications, requirements, terms, conditions, obligations, including delivery all contained within this bid packet, departments will purchase from the "Secondary" vendor. For evaluation & consideration of items bid, samples may be requested.

IV. DELIVERY INSTRUCTIONS:

Delivery hours are from 8:00 A.M. through 12:00 P.M., and 1:00 P.M. through 4:00 P.M. Monday through Friday.

Bidder shall deliver the requested amount of fuel within 24 hour of a properly executed purchase order. Partial orders will be considered as a basis of non-compliance.

V. BILLING AND PAYMENT INSTRUCTIONS:

Invoice must include:

- A) Marked- "HIDALGO COUNTY- GASOLINE, ON & OFF HIGHWAY DIESEL FUEL"
- B) Copy of signed delivery ticket

County makes payments monthly upon request of a properly executed invoice & documentation from the cosignee.

Contact person for Billing & Payment questions:

Raymundo Eufrazio, CPA
Hidalgo County Auditor
Hidalgo County Administration Building
100 E. Cano, 3rd Floor
Edinburg, Texas 78539
(956) 318-2511

VI. ADDITIONAL REQUIREMENTS

Compliance with all specifications is required. Detailed specifications are included.

Bidder must provide (1) one 1000 gallon fuel storage tanks, (3) three 2000 gallon fuel storage tanks, (4) four pumps and Spill Containment/Dike area for each new tank at the following locations.

Bidder shall also be available to provide **HIDALGO COUNTY** with **additional fuel storage tank(s) , pumps and dikes as needed or required.** Bidder must deliver fuel ordered to these locations within 24 hours of the County's order. Storage tanks, pumps and/or installation of tanks , pumps and dikes will be **at no additional charge** to Hidalgo County.

Spill Containment/Dike area: Vendor is responsible for providing a spill containment/dike area for any new tank requested by Hidalgo County to be in compliance with OSHA under the OSHA Standards for general industry §1910.106(b)(2)(vi)(c). ✓

Precinct No. 2 301 E. State- Pharr, Texas Phone: 956/787-1891 Contact: Yoli Cisneros	One (1) 1000 Gallon Gasoline	1
Precinct No. 3 414 W. 12 th Street- Mission, Texas Phone 956/585-4509 Contact: Olivero Solis/ J.D. Villarreal	One (1) 2000 Gallon Gasoline One (1) 2000 Gallon On Highway Diesel One (1) 2000 Gallon Off Highway Diesel	None
Precinct No. 4 1102 N. Doolittle - Edinburg, Texas Phone No.: 956/383-3112 Contact : Jr. Munoz	None	One (1) Gasoline Two (2) Diesel

Bidder must provide a list of secured, contracted and operational fueling stations with bid submission. Hidalgo County reserves the right to confirm and verify fueling locations. Failure to submit will disqualify bid.

Bidder must also provide County and all of its departments the convenience and the ability to refuel gasoline or diesel, at a minimum of one (1) commercial gasoline/ on- highway diesel dispensing location open at least twelve (12) hours situated within cities listed below & one (1) commercial gasoline dispensing location (in the Edinburg area) open at least 24 hours each day:

- A. Edinburg, Texas
- B. McAllen, Texas
- C. Mission, Texas
- D. Pharr, Texas
- E. Weslaco, Texas

Bidder shall fully service HIDALGO COUNTY vehicles and personnel from all departments and/or branches of the County in the location listed at least twelve (12) hours each day. EDINBURG location shall be open twenty-four (24) hours each day.

Bidder shall deliver the fuel ordered within 24 hours of the County's order to County's existing storage facilities at the sites listed as follows:

DESIGNATED DEPARTMENT/ ADDRESS	NO. OF STORAGE TANKS
Hidalgo County Adult Detention Center (Motor Pool) 713 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 X-6185 Contact: Carlos Becerra	One (1) 20,000 Gallon Gasoline Tank One (1) 5,000 Gallon Diesel Tank Two (2) 2,400 Gallon Diesel Tanks One (1) 1,000 Gallon Diesel Tank One (1) 150 Gallon Diesel
Hidalgo County Precinct no. 1- Adm./ Shop 1902 Joe Stephens- Weslaco, Texas Phone No. 956/968-8733 Contact: Noe Montes	One (1) 5000 Gallon Gasoline Tank One (1) 5000 Gallon Diesel Tank
Hidalgo County Precinct No. 2 301 E. State- Pharr, Texas Phone No. 956/787/1891 Contact: Yoli Cisneros	One (1) 3000 Gallon Diesel Tank One (1) 1,000 Gasoline Tank
Hidalgo County Precinct No. 3- Shop 414 W. 12 th Street- Mission, Texas Phone No. 956/585-4509 Contact: Olivero Solis/ J.D. Villarreal	Two (2) 2000 Gallon Off Highway Diesel Tanks One (1) 1,000 Gallon Diesel Tank One (1) 2,000 Gallon Gasoline Tank One (1) 200 Gallon Diesel
Hidalgo County Precinct No. 4- Adm./ Shop 1102 N. Doolittle Road- Edinburg, Texas Phone No.: 956/383-3112 Contact: Jr. Munoz	One (1) 6000 Gallon Gasoline Tank One (1) 4000 Gallon On-Highway Diesel Tank
Old Hidalgo County Sheriff's Department 3100 S. Highway 281 Edinburg, Texas 78539 Phone No.: (956) 318-2649 Contact: Daniel Flores	One (1) 15,000 Gallon Diesel Tank One (1) 150 Gallon Diesel

Bidder shall also deliver the fuel ordered within 24 hours of the County's order to County's existing generators at the sites listed as follows:

	GENERATORS
Hidalgo County Adult Detention Center 701 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Joe Jackson	Two (2) 2,400 Gallon Diesel Fuel Tanks
Hidalgo County Adult Detention Center 711 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Joe Jackson	One (1) 1,000 Gallon Diesel Fuel Tank
Hidalgo County Adult Detention Center (Motorpool) 713 E. El Cibolo Road- Edinburg, Texas Phone No. 956/383-8114 Contact: Capt. Joe Jackson	One (1) 100 Gallon Diesel Fuel Tank

In the event discounts are to be granted for rapid payment, bidder is encouraged to express any such discount in its bid.

VII. ADDITIONAL INFORMATION:

Hidalgo County is requesting that any all and questions, inquiries, and clarifications regarding this bid be addressed to, Moises Salazar, Buyer, Hidalgo County Purchasing Department, 100 East Cano, 4th Floor, Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday, May 18, 2005, 5:00P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00P.M., May 20, 2005.

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
"GASOLINE, ON & OFF HIGHWAY DIESEL FUEL"
BID NO. 2005-122-05-25-MSS

BID PAGE

- OPTION I- DELIVERY OF FUEL TO HIDALGO COUNTY SITES.**
OPTION II- VENDOR FUELING STATIONS

APPROXIMATE QUANTITIES		OPTION I/II- UNIT PRICE
200,000 Gallons Unleaded Plus Gasoline, supplied by one of the refiners listed in Current OPIS Report	OPIS PRICE	1.4685
Min. 89 Octane/ 1G API Regional Specs	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0790
TOTAL PRICE PER GALLON		1.7475

APPROXIMATE QUANTITIES		OPTION I/II- UNIT PRICE
200,000 Gallons Super Unleaded Gasoline, supplied by one of the refiners listed in Current OPIS Report	OPIS PRICE	1.5185
Min. 91 Octane/ 1G API Regional Specs	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0790
TOTAL PRICE PER GALLON		1.7975

APPROXIMATE QUANTITIES		OPTION I/II- UNIT PRICE
200,000 Gallons Unleaded Gasoline, supplied by one of the refiners listed in Current OPIS Report	OPIS PRICE	1.4285
Min. 87 Octane/ 1G API Regional Specs	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0790
TOTAL PRICE PER GALLON		1.7075

APPROXIMATE QUANTITIES		OPTION I/II- UNIT PRICE
150,000 Gallons Diesel Fuel #2 Grade, (Off Highway Use), supplied by one of the refiners listed in Current OPIS Report 40 Cetane/ 1GXAPI Regional Specs. (No oxinated and/or alcohol base compound may be added)	OPIS PRICE	1.3775
	STATE TAX	.0000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0790
TOTAL PRICE PER GALLON		1.4565

APPROXIMATE QUANTITIES		OPTION I/II- UNIT PRICE
150,000 Gallons Diesel Fuel #2 Grade, (Highway Use), supplied by one of the refiners listed in Current OPIS Report 40 Cetane/ 1GXAPI Regional Specs. (No oxinated and/or alcohol base compound may be added)	OPIS PRICE	1.4825
	STATE TAX	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0790
TOTAL PRICE PER GALLON		1.7615

MARGIN OF PROFIT: MARK UP OR MARKDOWN ON PRICE
(PRICE IN DOLLARS AND CENTS)

UBD LOW RACK	---	---	139.60
UBD HIGH RACK	---	---	139.60
UBD RACK AVG	---	---	139.60
CONT AVG-05/20	---	---	140.63
CONT LOW-05/20	---	---	139.75
CONT HIGH-05/20	---	---	141.20

2005-0

CORPUS CHRIS, TX **OPIS GROSS SPECIALTY DISTILLATE FUELS**

			Jet	Latest	Marine	Latest	Date of
			Move	Move	Move	Move	Move
Valero	u	N-10	156.65	- 2.80	---	---	05/21
LOW RACK			156.65				
HIGH RACK			156.65				
RACK AVG			156.65				
UBD LOW RACK			156.65				
UBD HIGH RACK			156.65				
UBD RACK AVG			156.65				
CONT AVG-05/20			159.45				
CONT LOW-05/20			159.45				
CONT HI- 05/20			159.45				

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5/23/05

2005-0

HARLINGEN, TX **OPIS DIRECT GROSS CLEAR PRICES**

	Terms	Unl	Move	Mid	Move	Pre	Move
Valero	u	N-10	142.85	- 1.75	146.85	- 1.75	151.85 - 1.7
Shamrock	b	1-10	146.00	- 1.45	150.00	- 1.45	156.00 - 1.4
DiamondSh	b	1-10	146.20	- 1.45	150.20	- 1.45	156.20 - 1.4
Chevron	b	1-10	146.50	- 2.10	151.10	- 2.10	156.50 - 2.1
Tex-Chev	b	1-10	146.50	- 2.10	151.10	- 2.10	156.50 - 2.1
Citgo	b	1-10	147.65	- .70	151.65	- .70	157.65 - .7
LOW RACK			142.85		146.85		151.85
HIGH RACK			147.65		151.65		157.65
RACK AVG			145.95		150.15		155.78
BRD LOW RACK			146.00		150.00		156.00
BRD HIGH RACK			147.65		151.65		157.65
BRD RACK AVG			146.57		150.81		156.57
UBD LOW RACK			142.85		146.85		151.85
UBD HIGH RACK			142.85		146.85		151.85
UBD RACK AVG			142.85		146.85		151.85
CONT AVG-05/20			147.54		151.74		157.38
CONT LOW-05/20			144.60		148.60		153.60
CONT HIGH-05/20			148.60		153.20		158.60

BROWNSVILLE-HARLINGEN, TX

LOW RETAIL	187.57
AVG RETAIL	189.64
LOW RETAIL EX-TAX	148.62
AVG RETAIL EX-TAX	150.69
RACK/RETAIL P+/L- +	4.74

2005-0

HARLINGEN, TX **OPIS GROSS NO.2 DISTILLATE FUELS**

			No.2	Latest	No.2	Latest	No.2	Late
			LS	Move	HS	Move	ULS	Move
Valero	u	N-10	148.10	- 2.80	137.75	- 1.05	---	---
COP	u	N-10	148.40	- 2.35	---	---	---	---
Citgo	b	1-10	149.80	- 2.10	---	---	---	---
DiamondSh	b	1-10	149.90	- 2.55	---	---	---	---
Shamrock	b	1-10	149.90	- 2.55	---	---	---	---
Chevron	b	1-10	150.20	- 1.30	---	---	---	---
Tex-Chev	b	1-10	150.20	- 1.30	---	---	---	---
LOW RACK			148.10		137.75		---	---
HIGH RACK			150.20		137.75		---	---

RACK AVG	149.50	137.75	---	---
BRD LOW RACK	149.80	---	---	---
BRD HIGH RACK	150.20	---	---	---
BRD RACK AVG	150.00	---	---	---
UBD LOW RACK	148.10	137.75	---	---
UBD HIGH RACK	148.40	137.75	---	---
UBD RACK AVG	148.25	137.75	---	---
CONT AVG-05/20	151.64	138.80	---	---
CONT LOW-05/20	150.75	138.80	---	---
CONT HIGH-05/20	152.45	138.80	---	---

2005-0

HARLINGEN, TX **OPIS GROSS NO.2 RED-DYED FUELS**

		No.2	Latest	No.2	Latest	No.2	Late
		LS RD	Move	Pre.LS	RD Move	ULS RD	Move
COP	u	N-10	148.75	- 2.35	---	---	---
LOW RACK			148.75	---	---	---	---
HIGH RACK			148.75	---	---	---	---
RACK AVG			148.75	---	---	---	---
UBD LOW RACK			148.75	---	---	---	---
UBD HIGH RACK			148.75	---	---	---	---
UBD RACK AVG			148.75	---	---	---	---
CONT AVG-05/20			151.10	---	---	---	---
CONT LOW-05/20			151.10	---	---	---	---
CONT HIGH-05/20			151.10	---	---	---	---

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2005-0

LAREDO, TX **OPIS DIRECT GROSS CLEAR PRICES**

	Terms	Unl	Move	Mid	Move	Pre	Move
Valero	u	N-10	142.55	- 1.65	146.55	- 1.65	152.55 - 1.6
Shamrock	b	1-10	146.60	- 1.70	150.60	- 1.70	156.60 - 1.7
DiamondSh	b	1-10	146.80	- 1.70	150.80	- 1.70	156.80 - 1.7
COP	b	1-10	147.25	- 1.30	151.75	- 1.30	157.75 - 1.3
Chevron	b	1-10	147.50	- 1.00	152.00	- 1.00	158.00 - 1.0
Tex-Chev	b	1-10	147.50	- 1.00	152.00	- 1.00	158.00 - 1.0
Citgo	b	1-12	147.80	- .50	151.80	- .50	157.80 - .5
LOW RACK			142.55	---	146.55	---	152.55
HIGH RACK			147.80	---	152.00	---	158.00
RACK AVG			146.57	---	150.79	---	156.79
BRD LOW RACK			146.60	---	150.60	---	156.60
BRD HIGH RACK			147.80	---	152.00	---	158.00
BRD RACK AVG			147.24	---	151.49	---	157.49
UBD LOW RACK			142.55	---	146.55	---	152.55
UBD HIGH RACK			142.55	---	146.55	---	152.55
UBD RACK AVG			142.55	---	146.55	---	152.55
CONT AVG-05/20			147.84	---	152.05	---	158.05
CONT LOW-05/20			144.20	---	148.20	---	154.20
CONT HIGH-05/20			148.55	---	153.05	---	159.05

LAREDO, TX

LOW RETAIL	182.77
AVG RETAIL	186.96
LOW RETAIL EX-TAX	143.82
AVG RETAIL EX-TAX	148.01
RACK/RETAIL P+/L-	+ 1.44

2005-0

LAREDO, TX **OPIS GROSS NO.2 DISTILLATE FUELS**

		No.2	Latest	No.2	Latest	No.2	Late
		LS	Move	HS	Move	ULS	Move
Valero	u	N-10	148.20	- 2.85	---	---	---
COP	u	N-10	148.30	- 2.35	152.35	- 2.35	---
Chevron	b	1-10	148.80	- 1.90	---	---	---
Tex-Chev	b	1-10	148.80	- 1.90	---	---	---

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

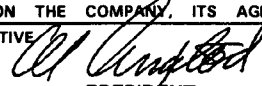
DATE (MM/DD/YY)
02/10/06

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY Home Office: P.O. Box 328 Owatonna, MN 55060 Phone: 1-888-333-4949	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED ARGUINDEGUI OIL COMPANY II LTD PO BOX 1367 LAREDO TX 78042	COMPANIES AFFORDING COVERAGE COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY COMPANY B COMPANY C COMPANY D

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	9868065	04/01/06	04/01/07	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9868065	04/01/06	04/01/07	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	9868067	04/01/06	04/01/07	EACH OCCURRENCE \$10,000,000
					AGGREGATE \$10,000,000
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS
					OTHER
					EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
	OTHER				EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.

CERTIFICATE HOLDER 2292983 HIDALGO COUNTY PURCHASING DEPARTMENT 100 EAST CANO EDINBURG TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE  PRESIDENT

HIDALGO COUNTY
"GASOLINE, ON & OFF HIGHWAY DIESEL FUEL"
BID NO. 05-122-05-25-MSS

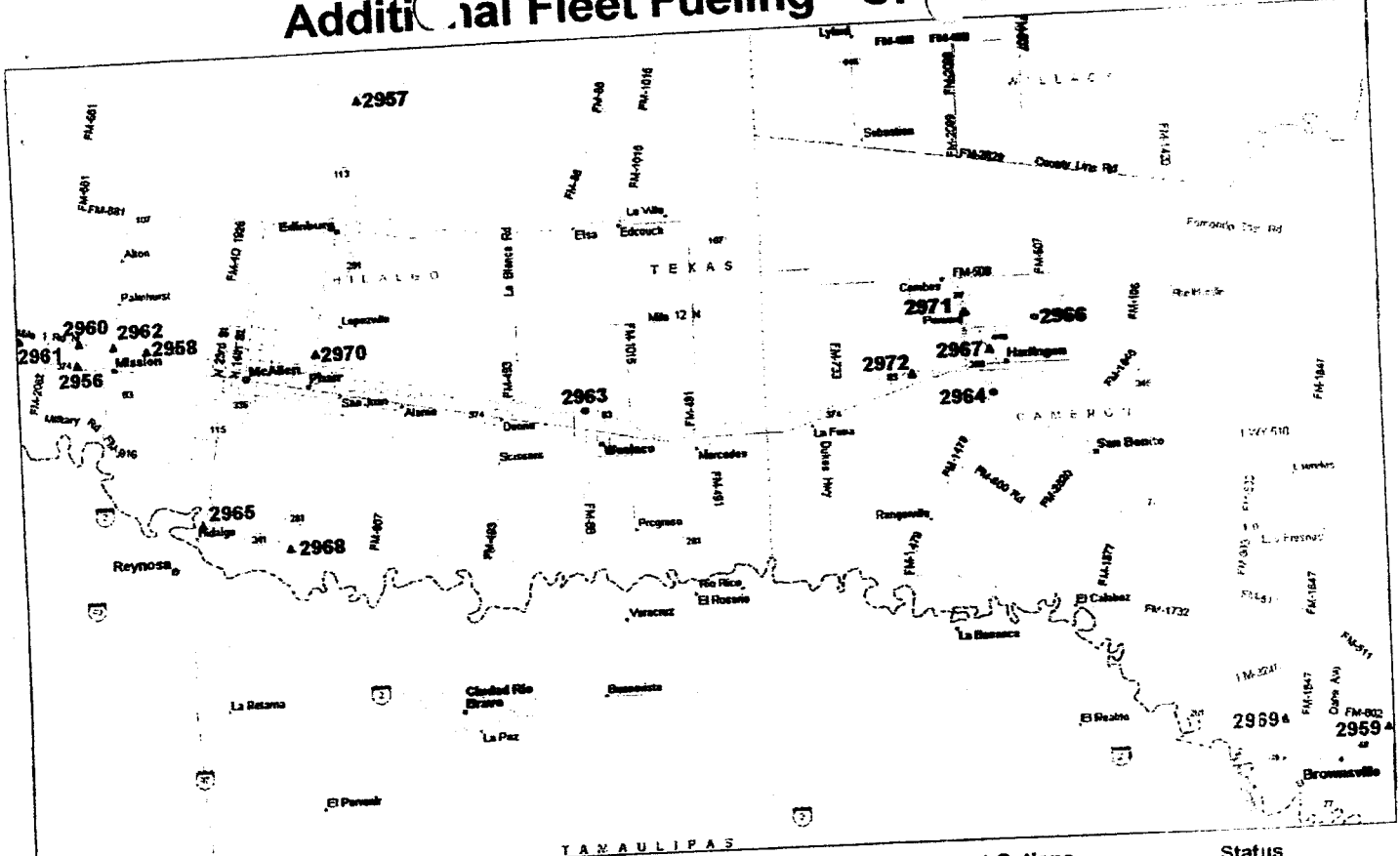
CHECKLIST

- | | | |
|---|---|-----------------------------|
| 1. Does bidder comply with providing gasoline fueling stations? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Does bidder comply with providing at least one diesel fueling station? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Does bidder provide a twenty-four (24) hour Edinburg fueling station? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Will bidder provide storage tanks and pumps to Hidalgo County? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Was a list of references submitted along with the bid? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

FUELING STATIONS

CITY	SITE	ADDRESS	PHONE NUMBER	CONTACT PERSON	FUEL (GASOLINE, DIESEL)
Edinburg	TA Truck Stop	8301 N. Hwy 281	956-383-0788	Store Mgr.	Gasoline/ Diesel
McAllen	Mundo's Groc.	3501 W. Hwy 107	956-381-5312	Reymundo de Leon	Gasoline/Dies
Mission	Leo's #4	6100 W. Hwy 83	956-585-3818	Store Mgr.	Gasoline/Dies
	United #2	1600 Griffin Pkwy	956-585-0323	Store Mgr.	Gasoline/Dies
	Leo's #3	1800 Griffin Pkwy	956-584-3441	Store Mgr.	Gasoline/Dies
Pharr	Valley66 #2	10602 S. Cage		Store Mgr.	Gasoline/Dies
	Sunrise R.V.	2800 N. Cage	956-781-2841	Store Mgr.	Gasoline/Dies
Weslaco	Mid-Valley	1006A N. Texas Blvd	956-968-5063	Store Mgr.	Gasoline/Dies
	Express				

Additonal Fleet Fueling - CFP Sites



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Site	Name	Address	City	Payment Options	Status
2956	Leo's Drive Inn #4	6100 W Hwy 83	Mission	Pay at Register	Ready
2957	Edinburg Truck Stop	8301 N Hwy 281	Edinburg	Pay at Register	Ready
2958	United Drive Inn #2	1600 Griffin Pkwy	Mission	Pay at Register & Pump	Ready
2959	Gordon Bait & Tackle	7066 E 14Th	Brownsville	Pay at Register	Ready
2960	Leo's Drive Inn #3	1800 Griffin Pkwy	Mission	Pay at Register	Ready
2961	United Drive Inn #4	2201 W Hwy 83	Mission	Pay at Register & Pump	Ready
2962	United Drive Inn #1	111 E Griffin Pkwy	Mission	Pay at Register & Pump	Ready
2963	Mid Valley Express	1006-A N Texas Blvd	Weslaco	Pay at Register & Pump	Ready
2964	Breaktime #3	2203 S F St, Harlingen	Harlingen	Pay at Register & Pump	Ready
2965	Valley 66 #1	402 N International	Hidalgo	Pay at Register & Pump	Ready
2966	O.N.A. #5	2426 E Loop 499	Harlingen	Pay at Register & Pump	Ready
2967	Breaktime #7	802 N Commerce	Harlingen	Pay at Register & Pump	Ready
2968	Valley 66 #2	10602 S Cage	Pharr	Pay at Register	Ready
2969	Breaktime #6	22875 N Exp 77	Brownsville	Pay at Register	Ready
2970	Sunrise RV	2800 N Cage	Pharr	Pay at Register	Ready
2971	O.N.A. #4	2305 N Loop 499	Harlingen	Pay at Register	Ready
2972	Breaktime #4	16470 N Exp 83	Harlingen	Pay at Register	Ready



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/10/06

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

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COMPANIES AFFORDING COVERAGE

COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR
FEDERATED SERVICE INSURANCE COMPANY

INSURED

229-299-3
ARGUINDEGUI OIL COMPANY II LTD
PO BOX 1367
LAREDO TX 78042

COMPANY B

COMPANY C

COMPANY D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	9868065	04/01/06	04/01/07	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED EXP (Any one person)	\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9868065	04/01/06	04/01/07	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9868067	04/01/06	04/01/07	EACH OCCURRENCE	\$10,000,000
					AGGREGATE	\$10,000,000
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$
					EL DISEASE - POLICY LIMIT	\$
					EL DISEASE - EA EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CERTIFICATEHOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY.

CERTIFICATE HOLDER

2292993

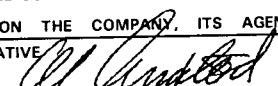
HIDALGO COUNTY PURCHASING
DEPARTMENT 100 EAST CANO
EDINBURG TX 78539

58

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



PRESIDENT © ACORD CORPORATION 1988


Final Approval Date: 11/30/2007



DANIEL FLORES
Director

BUILDING & GROUNDS
County Of Hidalgo

To: Martha Salazar, Purchasing Agent
Purchasing Dept.

From: Daniel Flores, Director
Buildings and Grounds 

Date: October 30, 2007

Re: 13th Court of Appeals Carpet Selection (Judge Dori Garza)

The following is the carpet selection for the above mentioned project as goes as follows in case of a non-stock item. Please contact Tandus for a site visit and request for proposal.

1. 23003 Maple (option 1)
2. 23007 Buckwheat (option 2)
3. 23005 Red Cedar (option 3)
4. 23001 Obi (option 4)

Please contact me if any questions arise regarding this matter at (956) 289-7850.

Cc: Valde Guerra, Commissioners Court Executive Officer




BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

MEMORANDUM

To: Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department

From: Daniel Flores, Director 
HIDALGO County Buildings & Grounds Department

Date: October 2, 2007

Subject: Replace flooring in Justice Dori Garza's office

Dear Marty:

I am submitting this memo to request new floor covering for the office of Justice Dori Garza at the 13th Court of Appeals. The flooring job is in the middle of Justice Dori Garza's Chambers. The carpet is too old and worn to be simply stretched. The carpet is folding and can be a hazard to the public, by causing someone to trip over a ripple. At this time we are requesting a state awarded vendor for this job.

Scope of work is as follows:

- a) remove and dispose of existing floor covering
- b) reinstall new floor covering
- c) work pending selection of floor covering by Justice Dori Garza

Cc: Oscar Garza, Buyer
Hidalgo County Purchasing Department



PROJECT PROPOSAL

November 21, 2007

Oscar Garza
 County of Hildago
 100 E. Cano 4th Floor
 Edinburg, TX 78539

FAX: 956-318-2393
 CTRL# JMJ3043

RE: Carpet Proposal for: Hidalgo County - Judge Dori Contreras Garza

Dear Oscar:

Tandus US, Inc. C & A Floorcovering is pleased to provide the following quotation for the above referenced facility.
" Pricing is per the TXMAS-5-721A060A Contract Schedule based on the GSA -72F-0032P Contract"

SCOPE OF WORK:

Carpet Material - C&A Powerbond SIN 31-303

<i>Style</i>	<i>Color Name</i>	<i>Color #</i>							
Haiku ER3 RS Tile (02127)	Maple	23003	65	s/y	@	\$	22.06	\$	1,433.90
<i>(When placing order please advise color selection"</i>									

Contract Labor SIN 31-604

Carpet Installation			60	s/y	@	\$	5.25	\$	315.00
Cove Base Installation			120	l/f	@	\$	0.50	\$	60.00
Conventional Furniture Moving			60	s/y	@	\$	10.00	\$	600.00

Open Market Labor

Carpet Removal/Disposal			60	s/y	@	\$	3.50	\$	210.00
Floor Prep			60	s/y	@	\$	3.15	\$	189.00
4" Cove Base Material			120	l/f	@	\$	1.12	\$	134.40

Open Market

Night/Weekend Labor			60	s/y	@	\$	3.15	\$	189.00
Trip Charge			60	s/y	@	\$	1.85	\$	111.00

Contract Sundries SIN 31-603

C-46E primer - 4 gal.			2	ea	@	\$	71.20	\$	142.40
								TOTAL	\$ 3,384.70

1. Estimated from: Measurements by Diaz Floors & Interiors

EXCLUSIONS: (Unless specifically listed/included in above quote)

Protection of Existing Floors	Attic Stock	Sales Tax
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Border Carpets	Transitions/Reducers
Cleaning/Waxing of Resilient	Stair Materials	Extensive Floor Preparation
Resilient Flooring	Asbestos Abatement	Furniture/Fixture Moving
Night/Weekend Labor		

TERMS OF PAYMENT: (Subject to Credit Approval)

* All Materials and Labor - Net 30 Days After Invoice

1. Change Orders: Any work not included in the above scope of work will require a signed change order before work can be performed.

2. Term of Quote: Prices given are firm for sixty days from proposal date.

3. Lead Times: Please note that Tandus is a made to order carpet mill and we cannot BEGIN production of any order until we have a signed purchase order, or a FULLY-EXECUTED contract in house.

Note that normal lead times are as follows:

- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, six weeks plus shipping;
- Custom Carpets, eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our product performs properly when installed on floors that are free of DIRT, OIL, PAINT AND EXCESSIVE MOISTURE. Floors that have moisture readings greater than 3.0 lbs. per 1,000 feet in 24 hours will not meet specification and will require further curing time or treatment prior to carpet installation.

Tandus recommends only wet scraping or mechanical removal of all non-water based adhesives.

5. Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither Tandus nor its installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, Tandus' policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. Tandus and its installers consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, Tandus and its installers may require additional measures be taken prior to installation of any Tandus product. These measures may affect the price of this quote. Please contact Tandus Technical Services Department at 800.241.4902 ext. 2129 for more details.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax to 706.259.2638. Please address it to my attention. Should you have any questions, please call me at 800.241.4902 ext 2643 or email jmiller@powerbond.com.

Thank you for considering Tandus.

Sincerely,

Tandus US Inc.

Judi Miller

Judi Miller
Regional Account Coordinator
Source One

CC: Brooks Turner
Wade Pasch
Diaz Floors & Interiors

AI-6742

16.A.9.

Standing Item: New Administration Building - Construction of 4 pedestrian ramps for ADA compliance

CC REGULAR

Date: 12/05/2007
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

Authority to seek proposals through applicable job order contractors and/or other awarded construction services contractors through the County's membership/participation with state, cooperative purchasing programs or interlocals for: Construction of four (4) pedestrian access ramps to comply with ADA requirements for the New Administration Building;

BACKGROUND

No action was taken on Commissioner's Court on Nov. 6, 2007.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1334-419-40-220-038-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 11-29-07 \$21,053.27.

Attachments

Link: B&G Request Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		11/30/2007 05:15 PM	PEND
2	Budget & Management	Dina Trevino	11/29/2007 09:20 AM	APRV
3	Ivan Cantu	Ivan Cantu	11/29/2007 09:36 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Moises Salazar			Started On: 11/28/2007 10:38 AM	
Final Approval Date: 11/30/2007				



BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

To: Marty Salazar, CPPB
Purchasing Department

From: Daniel Flores, Director 
Buildings and Grounds Department

~~Re: New Administration Building ADA Ramps~~

This memo is in reference to the brief scope of work for the four (4) ADA ramps needed at the New Administration Building parking lot. Two ramps are to be built in front of the main entrance. One ramp on the west side of the building and one ramp on the rear side of the building, next to the dumpster. Please contact the JOC vendor to proceed with a proposal for this job as an emergency request; seeing that this is an accidental prone area for the public and employees.

Thank you for your prompt attention to this matter, if in need of additional information please advice or call at (956)289-7855.

CC: Valde Guerra, Commissioners Court Executive Officer

AI-6671
GIS PROJECT
CC REGULAR

16.A.10.

Date: 12/05/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to provisions of the contract (Article 4), presentation for discussion, consideration acceptance and approval of the "Review and Assessment Status Report" for the GIS-Architectural and System Design Project placed on Commissioners' Court delivered and summarized to CC by contracted engineer S & B Infrastructure on July 24, 2007 (with no formal action taken to accept and approved said report).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 1100-419-00-115-012-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO #594710 \$12,783.54 as of 11-29-07 for S & B Infrastructure, LTD.

Attachments

Link: [S & B Infrastructure Agenda Information](#)
Link: [article 4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 07:43 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 07:42 AM	APRV
3	Ivan Cantu	Ivan Cantu	11/29/2007 08:04 AM	APRV
4	Auditor's Office	Becky Morales	11/30/2007 11:31 AM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 11:32 AM	APRV

Form Started By: Vangie Garcia
Started On: 11/20/2007 03:53 PM
Final Approval Date: 11/30/2007

5. Including, but not limited to, the following items in connection with construction of a new Hon Mario E. Ramirez, Jr. Juvenile Detention Facility:
 - a) General status report by project architect (when necessary) or purchasing department
 - b Other related items

NO ACTION taken on item #5 a & b.

6. Requesting authority to advertise and approval of draft specifications as attached hereto for "Additional Auctioneer Services", project.

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS.

7. Approval of Request for Payment No. 23 in the amount of \$146,046.10 from Descon Construction, L.P., contracted vendor for the "Mario E. Ramirez, Jr. Juvenile Justice Center" and certified for payment by project architect, V-A Architecture; C-05-007-08-02

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

8. Presentation for discussion, consideration and approval of an "Addendum" to the current Interlocal Agreement between the County of Hidalgo and the Texas Conference of Urban Counties "Urban Counties" and related contracts in order to participate in the "Urban Counties" TechShare Program for the purpose of conducting & completing an assessment and developing an implementation plan for the Odyssey integrated justice software from "Urban Counties" awarded vendor Tyler Technologies in an amount not to exceed \$19,400.00 with authority for County Judge to execute all applicable documents.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Handy steps out of the Court.

9. Presentation by contracted engineer, S & B Infrastructure a status report for the: "GIS-Architectural And System Design-Phase I Review and Assessment" Project including responses to the survey distributed to all "Team Departments" with approval to identify funding for the purposes of proceeding to commence Phase II of the project.

Presentation made by Mr. Bo Blackmon.

10. Presentation by Precincts on the aftermath of the torrential rains and/or ongoing damages/problems/corrective actions taken or necessary with authority/approval to proceed to purchase (through all resources available from awarded vendors from state and/or cooperative purchasing programs & interlocals) equipment, goods and/or services necessary to address and alleviate those situations or conditions (as a result of torrential rains).

Presentation made.

**AI-4736
STATUS ON GIS PROJECT
CC REGULAR**

15.A.9.

Date: 07/24/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation by contracted engineer, S & B Infrastructure a status report for the : "GIS-Architectural And System Design-Phase I Review and Assessment" Project including responses to the survey distributed to all "Team Departments" with approval to identify funding for the purposes of proceeding to commence Phase II of the project.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/19/2007 12:27 PM	APRV
2	Budget & Management	Dina Trevino	07/19/2007 01:57 PM	APRV
3	Dale Kennan	Dale Kennan	07/19/2007 02:40 PM	APRV
4	Auditor's Office		07/20/2007 03:05 PM	NEW
Form Started By: Vangie Garcia		Started On: 07/18/2007 04:52 PM		
Final Approval Date: 07/20/2007				

**Hidalgo County / Hidalgo County Drainage District No. 1
Review and Assessment of Final GIS Architectural
and System Design Requirements Plan**

DRAFT COPY



Submitted to:

Hidalgo County /
Hidalgo County Drainage District No. 1

May 2007

Submitted by:



HIDALGO COUNTY DEPARTMENT SURVEY

List all computers and/or computer hardware that you have purchased since January, 2006.
Examples: PCs, Scanners, Printers, Plotters, Servers, Routers, etc.

_____	_____
_____	_____
_____	_____
_____	_____

List all GIS related software that you have purchased since January, 2006.
Examples: ESRI ArcGIS, ESRI Extensions, AVL tracking devices, Microsoft Access, etc.

_____	_____
_____	_____
_____	_____
_____	_____

List and describe any GIS related data (coverages, layers, geodatabases, etc.) that you have bought, received and/or created since January, 2006.

_____	_____
_____	_____
_____	_____
_____	_____

List any GIS related topics, personnel training, concerns and/or ideas that you may have had since January, 2006.

If you have any questions or topics that you would like to discuss, please call Bo Blackmon at 956-926-5031.



Table of Contents

SECTION I	Review
SECTION II	Assessment



Section I: Review

During November, 2005, S&B Infrastructure attended meetings and conducted interviews with six Hidalgo County Departments to determine the objectives and goals for an enterprise-wide GIS System for Hidalgo County. The Hidalgo County Departments were:

- Elections Department
- Hidalgo County Drainage District #1
- Health Department
- IT Department
- Planning Department
- Sheriff's Department.

Below are the objectives and goals each of the six Hidalgo County Departments collected during the meetings and interviews.

- 1) **Hidalgo County Drainage District #1**
 - a) INVENTORY
 - b) GIS data (Raymondville Drain)
 - c) T1 Internet Connection
 - d) NEEDS
 - i) Desktop PCs (2)
 - ii) Servers and Network Configuration Equipment
 - iii) Plotter
 - iv) Staff
 - v) GIS Software
 - vi) Recommendation
 - vii) ArcIMS Website
 - e) HCCD #1 wants to be independent from Hidalgo County. HCCD #1 will need to sign inter-local agreement with county departments to avoid a connectivity issue.

The second department interviewed by S&B was Hidalgo County Elections Department on Wednesday, November 16, 2005.

- 2) **Elections Department**
 - a) GIS data
 - i) Geocode Voters
 - ii) Voting Districts
 - b) Dell Workstations
 - c) IBM Internal IMS Server – needs to be replaced
 - d) Own a HP 1055 Plotter – 36"
 - e) GIS Software
 - i) Arcview 9.1 (7 licenses)
 - f) Want ArcIMS Website – Housed on central IMS web server in IT.

Also on Wednesday, November 16, S&B conducted interviews with the



Section I: Review

Hidalgo County Health Department and Hidalgo County Planning Department. The two departments are located in the same building and share the Health Department's server.

3) Health Department

- a) Disease control and tracking
- b) Track all immunizations (TB etc.)
- c) Track vector control (sprayers for mosquitoes and other insects)
- d) Track bioterrorism issues (unusual & uncommon diseases; high security and sensitive data)
- e) Assist Emergency Management
- f) IT Assets
 - i) They have servers but none for GIS
 - ii) Dell servers running Server 2000 & 2003
 - iii) Currently has one ArcView license
 - iv) Need to upgrade some servers
 - v) Central offsite storage & local storage of data
- g) Expanding Licensing Issues and Maintenance
 - i) Add one license of ArcINFO 9.1
 - ii) Add ArcSDE/ArcIMS
 - iii) Need separate DB server for sensitive data
 - iv) Needs funding for new server
 - v) Need expandability of Data Collection
 - vi) Needs to be HIPAA compliant because of security audit
 - vii) Health Department has two on-site power generators.

4) Planning Department

- a) Review subdivision plans for the county
- b) Review subdivision inspections
- c) Need two ArcView licenses
- d) Willing to house data on central repository
- e) Use Health Department for storing local data (located in same building as Health Department)
- f) Will have two CAD techs performing GIS who will need training.

The fourth interview conducted by S&B was with Hidalgo County Sheriff's Department, on Wednesday, November 16.

5) Sheriff's Department

- a) Speed concerns. Currently using T1 through IT, complaints of lots of traffic
- b) Needs for GIS
 - i) Query data between municipalities
 - ii) Crime analysis
 - iii) Office tracking. Preferably squad cars only (AVL)
 - iv) Crime mapping



Section I: Review

- c) IT needs
 - i) Needs own server for sensitive data
 - ii) Faster bandwidth
 - iii) 10 ArcView & one ArcInfo 9.1 license
- d) GIS Personnel
 - (1) 5 Dispatchers
 - (2) 2 Data Analysts
 - (3) 2 – 3 Data input techs
- e) Facility is fully functional in emergency situations w/ power generator and lock down environment.

The fifth interview was conducted was on Thursday, November 17, with Hidalgo County IT Department.

6) IT Department

- a) IT handles all infrastructure support including phones, Internet, & all other connectivity
- b) Majority of county servers are housed within the IT Dept
- c) Currently has 7 ArcView 9.1 licenses & 1 ArcIMS license
- d) Dell shop and would like it to stay that way
- e) Prefer Windows, not trained in Unix
- f) Would like to host database server at IT dept
- g) Possibly integrate HelpStar Helpdesk software
- i) Needs
 - (1) Upgrade outgoing T1 to DS3 to internet
 - (2) Need training hours to learn administration of new server and software
 - (3) ArcINFO 9.1.

The GIS Architectural and System Design Requirements report was delivered to the Hidalgo County Elections Department in January, 2006. A Hidalgo County GIS Steering Committee made up of members from all six county departments started the process for funding through a Capital Improvement Plan. After almost one year, S&B was asked to attend a meeting on January 18, 2007 to revisit where Hidalgo County stands in implementing an enterprise-wide GIS.

It was determined during this meeting that since so much time had passed, that it would be a good idea to survey each county department to see if there had been any changes as far as equipment, software, staff, training, etc. A Hidalgo County GIS Survey Form was developed by S&B Infrastructure and delivered to the Hidalgo County Purchasing Department to distribute to all six county departments on April 10, 2007. The last survey form was received by S&B Infrastructure on April 25, 2007. The following information was gathered from the survey forms by each county department.



Section I: Review

Hidalgo County Drainage District #1

Hardware Purchased

Dell Precision 670 Workstation
HP Designjet 4500 Plotter
Tape Library Powervault 124T
Web Server – Sun Microsystems Sunfire V240
Sun PowerEdge 3320 SCSI Disk Array
Central Backup – Dell PoweErdge 1850
Hummingbird 10
1500 RPM Disk Assembly

Software Purchased

ARCInfo 9.2
Microsoft Office 2007
AUTOCAD MAP 3D 2006

GIS Data

HCDD #1 Drainage System Geodatabase
Hidalgo County FIRM Geodatabase
Hidalgo County Appraisal District Geodatabase
Hidalgo County Road Data

GIS Related Topics (Training)

Intro to ArcGIS I & II
Building Geodatabases
Data Production & Editing Techniques

Hidalgo County Elections Department

Hardware Purchased

3 Dell Precision 670s
3 Dell Precision 380s
OCE TCS 500/Printer/Scanner/Controller
CISCO Switch Catalyst 3750

Software Purchased

ESRI ArcGIS
ESRI ArcINFO
ESRI ArcIMS

GIS Data

Tele Atlas North America, Inc Street Index
Tele Atlas State and County Data
Tele Atlas Zip Code Data & City
City of Pharr, McAllen, Edinburg Street Centerline Data
Appraisal District Parcel Data Geo-coded Address/all data converted to feature class into geodatabase
LRGV (911) Data

GIS Related Topics (Concerns)

Demand for GIS services has skyrocketed over the past few years. GIS



Section I: Review

requires new skills and knowledge. Maps play critical roles in Hidalgo County. Increased demand for GIS services has forced us to rethink traditional approaches as to how we find, analyze and use GIS information. Presenting mapping content in more-compelling ways is a priority for us. There is enough knowledge and data as well as correspondence and rapport between county and civil entities to support a GIS Department. An important enhancement in GIS applications is the ability to “push” information to the public. Interactive services provide the public with richer, more useful online experiences (i.e. GIS online, computers, etc.).

Additional classes since January 1, 2006

Intro to ArcView I & II
ArcIMS Administration I & II
All ESRI related classes online for v. 9.2
Intro to ArcGIS I & II
South Texas College – Intro to GIS (one semester)

Hidalgo County Health Department

Hardware Purchased

HP XS9300 Workstation
HP 2355 PC Monitors (2)
HP Proliant DL 360 Server
HP 1055 CMPlus Plotter

Software Purchased

ArcGIS Server 9.2
ArcView 9.2

GIS Data

None

GIS Related Topics (Concerns)

Need a good base map

Hidalgo County Planning Department

Hardware Purchased

In the process of purchasing an HP XW6400 Workstation

Software Purchased

ArcGIS 9.2

GIS Data

None

GIS Related Topics

None



Hidalgo County / Hidalgo County Drainage District No. 1
Review and Assessment of GIS Phase I
May 2007

Section I: Review

Hidalgo County Sheriff's Department
Hardware Purchased

None

Software Purchased

None

GIS Data

None

GIS Related Topics

Need a records management system that will support GIS geocoding. Need to implement AVL tracking devices for patrol fleet and investigation fleet. Need a cost effective solution to XML-based field reporting with GPS stamping.

Hidalgo County IT Department

Hardware Purchased

None

Software Purchased

None

GIS Data

None

GIS Related Topics

None



Section II: Assessment

Participants attending the Hidalgo County GIS Steering Committee Meeting on January 18, 2007, noticed how much more informed and knowledgeable those in attendance were on GIS. This new understanding showed that the committee recognizes the need and benefits of GIS in our daily tasks and within our community. Most committee members seemed very anxious to get GIS going, and seemed to be growing frustrated that it has taken so long to start implementing GIS.

Although there have been significant changes by the Hidalgo County Drainage District #1 with IT and GIS system additions and upgrades, other county departments have done very little, and in some cases, nothing at all. It should be noted that Hidalgo County Drainage District #1 has been considered a separate entity when it comes to the overall GIS architectural design and plan for Hidalgo County.

With that being said, the other five Hidalgo County departments still need to implement the GIS Architectural and System Design Report that was developed and delivered in January 2006. There seems to be a consensus among the county departments to support the idea of a local firm to host and maintain the County GIS Repository until the county IT Department is ready to take on those responsibilities. This would allow the county IT Department the flexibility of having an IT and GIS system maintained and operational 24 hours a day, 7 days a week, without having the pressure and responsibility of the system until they are ready and have been trained to take over those duties. A local firm would allow for faster connection speeds to the various county departments, and would make for a much smoother transition when it comes to handing over hardware and software duties to the County IT Department. A local firm will also be beneficial for the county when it comes to training and continued technical support by being readily available and willing to be onsite within a few minutes, should a question arise.

There have been changes to GIS software and IT hardware in the past 16 months since the GIS Architectural and System Design Requirements report was delivered to the county, so those things will need to be considered. One of the major changes with GIS software has been the development of ESRI's ArcGIS Server, which now includes ArcSDE and ArcIMS capabilities, and the discontinued support of stand-alone ArcIMS software. S&B proposed to purchase and use ArcGIS Server, ArcSDE and ArcIMS software in the GIS Architectural and System Design Requirements report during GIS Phase I. With the continued development of ArcGIS Server by ESRI, there is no longer the need to purchase ArcSDE or ArcIMS separately because they are both included in the new ArcGIS Server Enterprise Advanced Edition. Some of the added benefits and functionality of ArcGIS Server Enterprise Advanced Edition are:



Section II: Assessment

1. User is able to develop task specific mapping applications thereby reducing the chance of data corruption due to wrong task being performed.
2. User has the ability to not only develop a website based on GIS data that the county has accumulated, but also the ability to design web based applications for the user to add or edit data (including advanced analysis if needed) or to simply view the data without the need for additional ArcGIS licenses.
3. ArcGIS Server allows for all GIS specific information to be stored in one location.
4. ArcGIS Server has the ability not only to assign users permissions to access or edit data, but to also assign permissions so that a user without the proper security will not even be able to see other data in the same location.
5. ArcGIS Server gives the user the ability to publish straight to Google Earth as a means of relating GIS to the community. This would allow the user the ability to distribute a kml file to link directly to Google Earth (example: voting locations on election day).
6. ArcGIS Server allows mobile application development including AVL Tracking devices.
7. ArcGIS Server can be maintained in a single location and require data to be checked back in at a specific time.

The ability of ArcGIS Server to maintain data and applications from a single location also supports the hosting and maintenance of a GIS Repository by a local firm outside of the county departments.

A subject that has been brought up in the past is for the county to use a "free hosting" service. There are several reasons why this would not be in the best interest of the county, but one of the most important reasons not to go in this direction would be the ability to develop custom applications and graphical user interfaces (GUI) for all of the different county departments involved in this project. These custom applications will allow the county to use existing staff, and not have to hire GIS experts to update and operate the GIS. Another reason would be the testing of various processes that it takes to make a complex system work. The "free hosting" services will take pictures, scanned documents and some of your data and provide a platform for them to be viewed and downloaded by the public. But these organizations will not test your applications or maintain them free of charge. If these organizations will perform these types of functions at all, it would happen without a cost. Furthermore, the county does not want all of the information available for the general public. For example, some of the information that belongs to the Sheriff's Department that will be updated using custom applications will not be available to anyone without proper security clearance. The IT/GIS system that is being proposed for Hidalgo County is a very complex system that will require many different custom GIS applications for the county departments involved with this project. This IT/GIS system will also require the



Section II: Assessment

development and maintenance of a huge data repository that will require different levels of security for different users within all county departments. It is always best for the GIS developers to understand the objectives and applications needed and wanted by the users to make sure that all concerns are taken seriously. Another huge benefit of using a local firm would be for the training of Hidalgo County staff. S&B will train all users on the custom applications that have been developed, and will always be available by phone to assist any time we are needed. By being a local firm, S&B has the flexibility of working with the different county department's schedules to provide training, instead of offering a limited number of training sessions that may not be convenient for the county staff. S&B also has the capability of providing on-site training to the different county departments thereby cutting down on the amount of time that a county employee is away from their job duties. These are just a few reasons why a local firm that specializes in GIS would be the best choice for Hidalgo County.

Assessment Summary/Recommendations

- Hidalgo County departments have done very little and in some cases nothing at all in the last year to move closer to a GIS system.
- A local firm should be hired to host and maintain the county GIS system until the county is ready to take on that responsibility. A local firm can provide faster connection speeds to the County, better training options and can be onsite within minutes if a question arises.
- Purchase ArcGIS Server Enterprise Advance Edition
- The GIS system being proposed for the county is complex and has the ability to limit what may be viewed by the public; this keeps sensitive and confidential data separate and private.



week of receiving the document *-delivered to Hidalgo County Purchasing Department within 2 days of notice-to-proceed.*

- Draft "Review and Assessment of Phase I Study for GIS-Architectural and Design Requirement Project" *-within 3 weeks of notice-to-proceed.*
- Final "Review and Assessment of Phase I Study for GIS-Architectural and Design Requirement Project" *-within 2 weeks of comment / approval by the Owner of the Draft Document.*

The **Consultant** will diligently pursue the completion of the **Project** as defined by the milestones and deliverable timeframes outlined above.

The **Consultant** will inform the **Owner** should the **Consultant** encounter delays that would prevent the performance of all work in accordance with the work schedule above.

ARTICLE 4
COMPENSATION AND FEES

For and in consideration of the Work to be rendered by **Consultant**, more particularly identified in EXHIBIT B, attached hereto, the amount payable by the **Owner** to **Consultant** is \$12,783.54 (the "Fee"), unless adjusted by Change Orders for performance of the GIS Services.

Consultant shall submit an invoice to **Owner** for provision of GIS Services after the Final Report has been accepted by the **Owner** and Hidalgo County Commissioner's Court. **Owner** shall pay such invoice within 30 days of receipt.

ARTICLE 5
OWNERSHIP OF DOCUMENTS

Original documents (plans, departmental survey notes, etc.) developed by **Consultant** in performance of the GIS Services during the **Project** will become the property of **Owner**. **Owner** will use them solely in connection with the original intent of each document's development.

AI-6694

16.A.11.

**Hidalgo County-Work Authorization No. 1-L & G
Engineering-C-07-400-11-06**

CC REGULAR

Date: 12/05/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #1 (with a proposed fee of \$ 19,000.00) with L & G Consulting Engineers Inc. d/b/a L & G Engineering to provide engineering services to the County of Hidalgo in connection with Contract No. C-07-400-11-06 for the "Turnkey Solution for the Demolition an Removal of Structures and Below Ground Tanks and Related Equipment (located at 201 and 207 North Closner Street in, Edinburg, Texas)"

BACKGROUND

Work Authorizaton No. 1

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-419-40-220-028-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$1,653,850.00 available balance as of 11/29/07.

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Per confirmation of (Dale) Budget funding from 2006 CO monies and, Confirmation by (Becky Luna) of Auditor's Office this is the correct acct. # and obj. code to use.

Attachments

Link: Work Authorization No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 07:45 PM	APRV

2	Budget & Management	Dina Trevino	11/29/2007 07:43 AM	APRV
3	Rey Salazar	Rey Salazar	11/29/2007 08:42 AM	APRV
4	Auditor's Office	Becky Morales	11/30/2007 12:59 PM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 01:25 PM	APRV

Form Started By: Letty Saenz

Started On: 11/26/2007 10:25 AM

Final Approval Date: 11/30/2007

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-400-11-06
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L & G Consulting Engineers, Inc. d/b/a L & G Engineering, professional engineers of Mercedes _____, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide drafting of specifications, project supervision and all reporting requirements to federal, state and local agencies of a "Turnkey Solution for the Demolition and Removal of Structures and Below Ground Tanks and Related Equipment (located at 201 and 207 North Closner Street in Edinburg, Texas.

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 \$19,000.00. 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. 1 shall be funded through funding source:

Account No. 1-1336-A19-40-220-028-0-139

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.

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 _____,
Commissioner _____ as to content and detail of this Work
Authorization No. 1.

HIDALGO COUNTY

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:

THE OWNER:

HIDALGO COUNTY

Armando J. Sandoval, P.E. 11/20/07

By: Armando J. Sandoval, P.E.
Vice President

By: Juan D. Salinas, III, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

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

EXHIBIT “A”
SERVICES TO BE
PROVIDED BY OWNER

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:
 - (a) *Public Meetings*
 - (a) Approve agenda and all exhibits prior to public meeting.
 - (b) Approve date and location of the meeting.
 - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
- (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
- (10) Review and approve the Project design criteria.
- (11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT “B”
SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER

EXHIBIT "B"

Services to be Provided by the Engineer (L&G Engineering)

SCOPE OF WORK

The Engineer's approach for performing the project consists of seven (7) tasks as follows:

Task 1.0 Project Management (est. 6 months)

The Engineer will oversee the management of all tasks under this Work Authorization for approximately six (6) months and ensure the project remains on schedule. The Engineer will provide the Client with monthly typewritten progress reports and will be available to attend Commissioner's court meetings to provide project updates.

Task 2.0 Coordinate with Texas Commission on Environmental Quality (TCEQ)

The Engineer will prepare the required letters advising TCEQ of the impending removal of underground storage tanks and will coordinate with them to obtain their concurrence. The Engineer will also prepare the required letters advising TCEQ of the completion of the project and provide a copy of the final report to them.

Task 3.0 Prepare Bidding Documents, Specifications and Estimates

The Engineer will prepare the contract bidding documents and specifications pertaining to the project and in accordance with the requirements of the Client. The Engineer will provide an electronic file of the bidding documents and specifications for the Client's use in duplicating for requesting bids.

The Engineer will provide a Construction Cost Estimate for budgeting purposes. The Engineer will assist the Client in the holding pre-bid meetings (if necessary), opening bids and recommend the selection of a Contractor to the Client.

Task 4.0 Coordinate Field Work with Contractor(s)

The Engineer will hold a pre-construction meeting with the Contractor to coordinate and schedule the work in a timely and efficient manner.

Task 5.0 Monitor Field Work (including tank removal, hydraulic lift removal, waste removal and building demolition)

The Engineer will monitor and provide construction inspection services for Quality Assurance and Quality Control (QA/QC).

Task 6.0 Review All Documents Prepared by Contractor(s) (including tank removal reports, waste manifests, demolition reports, etc.)

The Engineer will review all of the documentation provided by the Contractor to ensure compliance of all specifications.




Task 7.0 Prepare Summary Report of All Activities

The Engineer will prepare a report with a summary of all activities performed on the project and deliver to the Client and TCEQ.

EXHIBIT “C”
WORK SCHEDULE

EXHIBIT C WORK SCHEDULE

TASK AND DESCRIPTION	2007					2008				
	NOV	DEC	JAN	FEB	MAR	APR	MAY			
Execute Contract										
Send Coordination Letter to TCEQ of impending project										
Prepare Bid Documents and Specifications										
Advertise for Bids										
Award Contract										
Begin Demolition and Removal of Structures										
Review Contractor Documentation and Prepare Report										
Send Coordination Letter to TCEQ of project completion										

 Hidalgo County Function
 L&G Function
 Contractor Function

L&G Engineering

EXHIBIT "D"
FEE SCHEDULE

EXHIBIT "D"

PROPOSED BUDGET

L&G proposes to complete the project report for the costs presented below.

Project Management	\$ 8,500.00
Bids Documents, Specs & Estimates	\$ 3,500.00
Construction Inspection	\$ 5,000.00
Report Preparation	\$ 2,000.00

TOTAL	\$19,000.00
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AI-6716

16.A.12.

**Negotiations-RFP-Group Health Benefits Program
CC REGULAR**

Date: 12/05/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Gricelda Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Option 1

A. Presentation for discussion, consideration, acceptance and approval of the report by Alamo Insurance Group, (Hidalgo County Health Insurance Consultant) on the negotiations (including best and final offers pricing) with the number one ranked provider(s) Blue Cross and Blue Shield of Texas (BCBSTX) and ING Employee Benefits for RFP "Third Party Administration, Individual Stop Loss, Aggregate Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental and Dismemberment Project-No.: 2007-126-10-17VYG;

B. Recommending award of proposals and approval of final negotiated contracts with the number one ranked providers Blue Cross Blue Shield of Texas (BCBSTX) and ING Employee Benefits for RFP "Third Party Administration, Individual Stop Loss, Aggregate Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental and Dismemberment Project-No.: 2007-126-10-17VYG;

or, if applicable;

Option 2

A. Authority to cease negotiations with the number one ranked firms of: Blue Cross Blue Shield of Texas and ING Employee Benefits for RFP "Third Party Administration, Individual Stop Loss, Aggregate Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental and Dismemberment Project"; and, if applicable;

B. Authority to for consultant, Alamo Insurance, to commence negotiations with the second ranked firm, Aetna Insurance for RFP: "Third Party Administration, Individual Stop Loss, Aggregate Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental and Dismemberment Project".

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-2201-415-00-115-010-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$117,018.76 as of 11/29/07. 2007 original budget was \$1,100,000.00 (presume similar budget in 2008).

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 08:24 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 07:59 AM	APRV
3	Dale Kennan	Dale Kennan	11/29/2007 10:40 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Gricelda Villarreal
Started On: 11/27/2007 01:35 PM

Final Approval Date: 11/30/2007

AI-6724

16.A.13.

Pipes

CC REGULAR

Date: 12/05/2007

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 Pipes (Reinforced Concret, Polyethylene, Heavy Wall Concrete Corrugated PVC, Storm Sewer Pipes, Rubber Gasket Joint Concrete Pipes) and Additional Miscellaneous Items with,

- a. Varmicon Industries
- b. National Water Works, Inc.
- c. Rio Valley Pipe, LTD

BACKGROUND

Fiscal Impact

Attachments

Link: [Pipes](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 08:31 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:08 AM	APRV
3	Ivan Cantu	Ivan Cantu	11/29/2007 09:32 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Mary Maldonado			Started On: 11/27/2007 03:01 PM	
Final Approval Date: 11/30/2007				



PURCHASING DEPARTMENT
County Of Hidalgo

November 27, 2007

Mr. Ford Barnes
Varmicon Industries
PO Box 531808
Harlingen, Texas 78533

Re: Contract for Pipes

Dear Mr. Barnes:

In reference to the above contract (C-06-276A10-10) which expires on the 31st of December, 2007 This will serve as the County's intent to consider, discuss and take action on its option to renew this contract under the same rate, terms and conditions.

Indicate your acknowledgment of this notice by signing below. Please return this response by no later than 11:00 a.m, Thursday, November 29, 2007.

Your cooperation in our request will be greatly appreciated and should you have any questions or require additional information, please do not hesitate to call me at (956) 318-2626.

AUTHORIZED SIGNATURE: *Jean Barnes*

TITLE: *President, P.O.O.*

Sincerely,

Mary A. Maldonado
Mary A. Maldonado,
Hidalgo County Contracts Manager

AI-6735
PROPERTY AND CASUALTY INSURANCE
CC REGULAR

16.A.14.

Date: 12/05/2007
Submitted By: Vangie Garcia, 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 action to award sole RFP response received through Montalvo Insurance Agency (qualified by Commissioners' Court to proceed to finalize negotiations including best and final offer on 11/20/07) for: Hidalgo County's RFP NO: 2007-222-11-14-VYG-Property and Casualty Insurance Policies Project;

B. Requesting approval to purchase the insurance coverages for Hidalgo County's RFP NO: 2007-222-11-14-VYG-Property and Casualty Insurance Policies as described in the "Premium Summary" as submitted by and through Montalvo Insurance Agency.

BACKGROUND

Negotiations are scheduled to be completed before agenda request submission deadline, therefore supporting documentation may not be available as attachment to this request.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-419-00-115-025-0-521, 522, 523 & 524
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding availability please see attached 2007 Expense Report. Presume similar funding in 2008

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 07:03 AM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:15 AM	APRV
3	Dale Kennan	Dale Kennan	11/29/2007 11:32 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Vangie Garcia
Started On: 11/28/2007 08:27 AM
Final Approval Date: 11/30/2007

AI-6741

16.A.15.

**Rental of Industrial Uniforms
CC REGULAR**

Date: 12/05/2007

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Recommending bid award to bidder meeting all specifications, requirements, term and conditions with approval of contract (subject to legal review) for "Rental of Industrial Uniforms" for Bid No. 2007-130-11-07-otm

BACKGROUND

Contract is for as needed uniforms.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: Various-Object Code 343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Uniform expenditures will be incurred starting 2008.

Attachments

Link:

[acknowledgment sheet](#)

Link: [draft contract](#)

Link: [2004-2008 grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 12:30 PM	APRV
2	Budget & Management	Dina Trevino	11/30/2007 08:14 AM	APRV
3	Rey Salazar	Rey Salazar	11/30/2007 02:24 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Olga Montero

Started On: 11/28/2007 09:07 AM

Final Approval Date: 11/30/2007

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

**BID OPENING DATE: NOVEMBER 07, 2007
to NOVEMBER 14, 2007**

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "RENTAL OF INDUSTRIAL UNIFORMS"

BID NO: 07-130-11-07

BUYER: OLGA T. MONTERO

BID # RFB#	NAME OF COMPANY	FULL SERVICE WEEKLY RATE PER EMPLOYEE	VALUE LEASE WEEKLY BY EMPLOYEE	PURCHASE OF GARMENT
#1	G & K SERVICES 603 AIRLINE DRIVE COPELL TX 75019	DOES NOT MEET HIDALGO COUNTY SPECIFICATION/REQUIREMENTS		
#2	AMERIPRIDE UNIFORM SERVICES 9302 W. EXPRESSWAY 83 HARLINGEN TEXAS (LOCAL) CORPUS CHRISTI (MAIN OFFICE)	REFER TO BID TABULATION SHEET		
#3				
#4				

REQUIREMENTS AGREEMENT

C-07-130-11-07

DRAFT

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ by and between _____, a **TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"RENTAL OF INDUSTRIAL UNIFORMS"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"RENTAL OF INDUSTRIAL UNIFORMS"** in the areas of **HIDALGO COUNTY** projects for a period of _____ from _____ with the option to renew for an additional _____ (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____

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

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

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

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

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

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

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: _____

Date: _____

ALGO COUNTY

By: _____

Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Vendor _____

By: _____

Printed Name: _____

Title: _____

Date: _____

● ●

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "C"
INSURANCE
REQUIREMENTS

Hidalgo County
 "Uniforms"
 2004-2008 COMPARISON CHART

	AMERIPRIDE SERVICES- 2004 BID PRICES	AMERIPRIDE SERVICES- 2008 BID PRICES	DIFFERENCE
Industrial Long Sleeve Shirts (Men & Women)	\$1.90	\$4.04	\$2.14
Industrial Long Sleeve Shirts (Men & Women) Reflective/Fluorescent Stripes		\$10.43	No history
Industrial Short Sleeve Shirts (Men & Women)	\$1.90	\$4.04	\$2.14
Industrial Short Sleeve Shirts (Men & Women) Reflective/Fluorescent Stripes		\$10.43	No history
Executive Shirt- Western Style (Men)	\$2.15	\$5.73	\$3.58
Poly/Cotton Polo Shirts (Men & Women)	\$2.60	\$5.73	\$3.13
Short Sleeve Smock (Women)	\$2.60	\$5.73	\$3.13
Industrial Trousers (Men)	\$2.00	\$4.69	\$2.69
Industrial Trousers (Women)	\$2.00	\$5.98	\$3.98
Executive Pants (Men)	\$2.70	\$6.23	\$3.53
Denim Blue Jeans 100% Cotton (Men)	\$2.45	\$5.98	\$3.53
Pleated Uniform Shorts (Men)	\$2.70	\$6.23	\$3.53
Pleated Uniform Shorts (Women)	\$2.70	\$6.23	\$3.53
Coveralls	\$3.90	\$8.73	\$4.83
Patches and/or Logos	N/C	\$3.00 per shirt / all emblems are sewn to the shirts	n/a
Additional Fees	Emb Border/Print N/C	Additional Fees: Image Care Breakdown included on the pricing per line item	
	Emb. Border & Letter \$1.00		
	Emb. Border Hidalgo Logo \$2.00		
	Direct Emb. Logo on Polo \$3.00		

AI-6754

16.A.16.

Off Premises Records Storage, Management, Pickup, Retrieval & Delivery Services

CC REGULAR

Date: 12/05/2007

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting authority to exercise the additional sixty (60) day extension as provided in current contract for "Off-Premises, Records Management, Pick Up Retrieval & Delivery Services" so as to permit the completion of the procurement process: Bid No. 2007-179-10-31

BACKGROUND

60 day extension commences on 1-1-2008. This option also assists the County Clerk to complete on-going renovations of the Robert's Chevrolet Property and permit sufficient time to remove stored documents from current contractor.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 7-1238-415-40-180-004-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Current available balance is \$15,894.00 as of 11/29/07. 2007 original budget of \$19,506.55. Presume similar budget in 2008.

FISCAL YEAR: 2008

ACCT. #: 7-1238-412-00-090-003-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Current available balance is \$0.00 as of 11/29/07. 2007 adjusted budget of \$171,636.00. Presume similar budget in 2008.

FISCAL YEAR: 2008

ACCT. #: 7-1100-423-21-280-002-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Current available balance is \$1,488.00 as of 11/29/07. 2007 original budget of \$21,000.00. Presume similar budget in 2008.

FISCAL YEAR: 2008

ACCT. #: 7-1100-415-18-160-001-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Current available balance is \$0.00 as of 11/29/07. 2007 original budget of \$5,000.00.
Presume similar budget in 2008.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 07:12 AM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:26 AM	APRV
3	Dale Kennan	Dale Kennan	11/29/2007 01:22 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Olga Montero
Started On: 11/28/2007 02:31 PM

Final Approval Date: 11/30/2007

AI-6801

16.A.17.

**STANDING ITEM-ADMINISTRATION BUILDING Request of Application
No. 14 Retainage
CC REGULAR**

Date: 12/05/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Approval of Request for Application No. 14 (retainage) in the amount of \$103,952.44 from Joe Williamson Construction Co., awarded contractor for the, "New Administration Building," and as certified for payment by project architect, Rike Ogden Figueroa Allex Architects Inc., with authority for payment to be issued and released by County Treasurer after submission of all required documentation with review and processing procedures by the Hidalgo County Auditor's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1301-206-00-000-003-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 571714 Retainage balance \$153,952.44.

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Rocio
Villarreal

Started On: 11/28/2007 05:50
PM

Final Approval Date: 11/30/2007

AI-6825

16.A.18.

**Option to Extend Inter-local Agreement & Authority to Advertise RFP
CC REGULAR**

Date: 12/05/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Pursuant to article 34 of current inter-local agreement between Hidalgo County (Pct. 2) and Texas A & M University System requesting approval to extend for an additional five (5) year term;

B. Requesting approval to continue to designate the community resource centers in both Precincts 1 & 4 as locations to provide a variety of services to help improve the self-sufficiency, health and well-being of the residents of the colonias in the areas of Progreso, Texas and those residents in the colonias areas of San Carlos, Texas respectively;

C. Requesting authority to advertise a Request for Proposals for: Center Director Services for the Community Resource Centers in Precincts 1 & 4 respectively with scope of services, requirements and qualifications to be developed and drafted by the Purchasing Department and the Precincts.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/30/2007 08:12 AM	APRV
2	Ivan Cantu	Ivan Cantu	11/30/2007 11:47 AM	APRV
3	Martha Salazar	Marty Salazar	11/30/2007 01:33 PM	APRV
4	Ivan Cantu	Ivan Cantu	11/30/2007 01:37 PM	APRV
5	Auditor's Office		11/30/2007 05:15 PM	PEND

Form Started By: Marty Salazar
Started On: 11/29/2007 04:59 PM

Final Approval Date: 11/30/2007

AI-6830

16.A.19.

**Request for Designated/Assigned Parking for D.A. Staff
CC REGULAR**

Date: 12/05/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Presentatation for discussion, consideration and approval of a request by the Hon. Rene Guerra, Hidalgo County District Attorney to permit the use of the county-owned properties located at 201 & 217 N. Closner, Edinburg, Texas as designated/assigned parking areas for the district attorney's staff/personnel until such time as demolition of properties commences;

B. Pursuant to Texas Local Government Code, Section 445.001, PARKING ON COUNTY PROPERTY, requesting approval of an "Order" designating/assigning the county-owned properties located at 201 & 217 N. Closner as parking areas for the District Attorney's Office staff/personnel;

C. Pursuant to Texas Local Government Code, Section 445.001, PARKING ON COUNTY PROPERTY, requesting approval of an "Order" designating/assigning other county-owned properties (to be specified by CC) as parking areas for the District Attorney's Office;

BACKGROUND

1) The County Judge's office received a request from the Hon. Rene A. Guerra asking if newly acquired properties located at 201 & 217 N. Closner (former gas stations) could be used by the district attorney staff/personnel;

2) Enclosed and attached hereto are correspondence received from contracted engineer, county's safety division and buildings & grounds in connection with the request;

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	11/30/2007 03:30 PM	APRV
2	Budget & Management	Dina Trevino	11/30/2007 04:02 PM	APRV
3	Ivan Cantu	Ivan Cantu	11/30/2007 04:37 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Marty Salazar		Started On: 11/30/2007 11:19 AM		

Final Approval Date: 11/30/2007

AI-6709

16.B.1.

**Pct 1-Invoice No. 0721-Rodriguez Engineering-C--06-217-07-18
CC REGULAR**

Date: 12/05/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment of Invoice No. 0721 in the amount of \$5,000.00 as submitted by Rodriguez Engineering and for County Auditor to process invoice (after review and audit) and for County Treasurer to issue payment in connection with contract #C-06-217-07-18 for various R&B and C.I.P. projects and Work Authorization No. 4 (PO #580185) for Victoria Road (from expressway 83 north to end of asphalt approx. 3.72 miles).

BACKGROUND

Invoice No. 0721

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO 580185 has \$10,600.41 available as of 11/29/07 to pay pending invoice number 0721.

Attachments

Link: [Inv No. 0721-Rodriguez Engineering](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 08:02 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 07:47 AM	APRV
3	Dale Kennan	Dale Kennan	11/29/2007 09:07 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Letty Saenz
Started On: 11/27/2007 11:14 AM

Final Approval Date: 11/30/2007

RODRIGUEZ ENGINEERING

CONSULTING ENGINEER/SURVEYOR

DATE: November 20, 2007

Handwritten signature

Invoice No. 0721

Project: PO 580185 (Amended)

Owner: Hidalgo County Precinct No 1

Location: Victoria Road (from Expressway 83 north to end of asphalt approximately 3.72 miles)

Engineering Services rendered toward Construction Phase for the above referenced Project.

Contract Amount:	\$ 98,401.65
Preliminary Phase (25%):	\$ 24,600.41 (paid)
Design Fee (50%):	\$ 49,200.83 (paid)
Construction Phase (25%):	\$ 24,600.41
Amount Paid to Date of Construction Phase.	\$ 14,000.00
Amount Due Now:	\$ 5,000.00

APPROVED FOR BILLING:

Handwritten signature

MM
7-1336-431-00-121-041-0-731
PO 580185

INVOICE RECEIVED BY:
Handwritten signature 11/20/07
Handwritten signature 11/20/07



**SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1**

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing dept. **From:** Noe Montez
Attn: letty saenz

Fax: **Pages:** 2

Phone: **Date:** 11/21/07

Re: **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

● **Comments**

Please place the following inv #721 for Rodriguez Eng on the next cc for request for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-6712

16.B.2.

**Pct. 1 Road Construction
CC REGULAR**

Date: 12/05/2007

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Gricelda Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Recommending bid award to the lowest bidder meeting all specifications/requirements (labor only) for: RFB-Road Construction Improvements for three (3) County Roads (Group I)" (recommendation by project engineer, Rodriguez Engineering) and approval of contract (subject to legal review).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 7

ACCT. #: 1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$2,610,266.85 available balance as of 11/29/07. CIP account

Attachments

Link: [Road Improvements](#)

Form Routing/Status

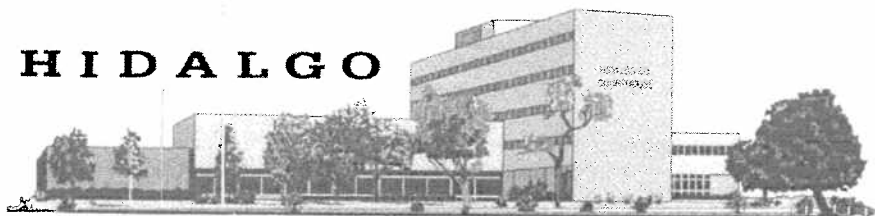
Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 08:13 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 07:48 AM	APRV
3	Rey Salazar	Rey Salazar	11/29/2007 09:22 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Gricelda Villarreal

Started On: 11/27/2007 11:42 AM

Final Approval Date: 11/30/2007

COUNTY *of* HIDALGO



SYLVIA S. HANDY

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

November 26, 2007

Martha Saizar
Hidalgo County Purchasing Department
101 E. Cano 4th Floor
Edinburg, Texas 78539

Re: Bid No. 2007-404-11-31CGV (Road Construction for (3) County Roads-Group 1)

Dear Marty:

Please be advised that Pct. 1 is recommending award to Sascon, Inc. which was the low bidder. Please be advised that we are recommending award of Labor only. Precinct One will supply materials for subject projects.

If you have any questions please feel free to contact me or Mr. Joseph Palacios, Chief Administrator of my staff.

Sincerely,

SYLVIA S. HANDY
County Commissioner, Pct. 1

SH: nm

CIP Aect # 7-1336-431-00-121-041.0-731



**BIDS TAKEN OCTOBER 31, 2007
COUNTY PROJECTS FOR PRECINCT # 1**

JM CONSTUCTION

	LABOR ONLY	LABOR & MATERIAL
MILE 13 ½	\$ 404,857.25	\$ 948,269.25
MILE 5	\$ 78,767.50	\$ 176,134.50
MILE 12	\$ 146,037.00	\$ 330,376.00
TOTAL	\$ 629,661.75	\$ 1,454,799.75

MISSION PAVING

	LABOR ONLY	LABOR & MATERIAL
MILE 13 ½	NO BID	NO BID
MILE 5	NO BID	NO BID
MILE 12	NO BID	NO BID
TOTAL	-0-	-0-

IOC COMPANY

	LABOR ONLY	LABOR & MATERIAL
MILE 13 ½	\$ 377,136.82	\$ 848,686.28
MILE 5	\$ 77,896.52	\$ 160,831.42
MILE 12	\$ 136,996.30	\$ 297,331.48
TOTAL	\$ 592,029.64	\$ 1,306,849.18

CRIS EQUIPMENT

	LABOR ONLY	LABOR & MATERIAL
MILE 13 ½	\$ 368,905.25	\$ 844,124.29
MILE 5	\$ 83,782.50	\$ 162,984.55
MILE 12	\$ 136,772.00	\$ 295,179.49
TOTAL	\$ 589,459.75	\$ 1,302,288.33

S & G PAVING

	LABOR ONLY	LABOR & MATERIAL
MILE 13 ½	\$ 348,334.50	\$ 810,064.00
MILE 5	\$ 81,982.00	\$ 163,934.00
MILE 12	\$ 129,866.00	\$ 292,474.00
TOTAL	\$ 560,182.50	\$ 1,266,482.00

SASCON, INC.

	LABOR ONLY	LABOR & MATERIAL
MILE 13 ½	\$ 355,888.40	\$ 827,516.40
MILE 5	\$ 65,457.40	\$ 153,129.40
MILE 12	\$ 123,137.80	\$ 285,437.80
TOTAL	\$ 544,483.60	\$ 1,266,083.60

CLOSNER CONSTRUCTION

	LABOR ONLY	LABOR & MATERIAL
MILE 13 ½	\$ 487,893.25	\$ 1,060,983.25
MILE 5	\$ 100,523.50	\$ 209,412.15
MILE 12	\$ 174,551.00	\$ 372,832.35
TOTAL	\$ 762,967.75	\$ 1,643,227.75

THE STATE OF TEXAS §

DRAFT

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
ROAD CONSTRUCTION

This Agreement, entered in to the ____ day of December, 2007 by and between Hidalgo County Precinct No. 1 (hereinafter called the "Owner," and _____. (A Texas Corporation), of County of Hidalgo, and State of Texas, hereinafter called "Contractor."

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Mile 13 1/2 (From FM1015 West to Mile 6)
Mile 12 (From FM88 to Mile 6)
Mile 5 (From Milano to Midway)

Hereinafter called "the project," for the sum of

and all extra work in connection therewith, under the terms and stated in the General and Special Conditions printed or written explanatory matter thereof, the specification and contract documents therefore as prepared by RODRIGUEZ ENGINEERING, entitled the Engineer, along with the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 120 working days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 250.00 for each consecutive working day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds the price of unit prices in the Bid Proposal Form which forms a part of this contract, such payments to be subject to the Special Conditions and Specifications of the Contract. Payments will be made based the amount of work completed per month.

DRAFT

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed and original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, _____ OF DECEMBER, 2007.

CONTRACTOR: _____

Print Name & Title: _____

Name of Firm:

Address:

Fed. ID:

DRAFT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____, 2007 by _____ of and on behalf of _____ (Title) (A Corporation)

(Seal)

Notary Public Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, TX 78504

DRAFT

BY: _____

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo Jr., County Clerk

Juan D. Salinas, III, County Judge

AI-6790

16.B.3.

Pct.1-Wrk Auth #s 101,102 & 103-Border Visions-C-06-380-09-05

CC REGULAR

Date: 12/05/2007

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Work Authorizations Nos. 101-102-103 in the amounts of \$675.00 each from Border Visions Consulting Group, LLC for Consulting Services (Facilitation of Meetings)-Hidalgo County Pct. No. 1, in connection with Contract No. C-06-380-09-05 related to Sunrise Hill & Sunset Hill indoor & outdoor park projects.

BACKGROUND

Work Authorization No. 101
Work Authorization No. 102
Work Authorization No. 103

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1211-452-00-121-013-0-350

FUNDS AVAILABLE Y/N?: Y-pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 11-29-07 \$600.00. Line item transfer submitted for CC 12-5-07 to cover this service AI 6775, IC 11-29-07

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Per Noe Montez, Pct. 1 (funding will be appropriated thru consent agenda on same date of 12/05/07 in this said obj. code)

Attachments

Link: Work
Authorizations-Border
Visions Consulting

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1

Purchasing Department Marty Salazar 11/29/2007 07:38 AM

APRV

2	Budget & Management	Dina Trevino	11/29/2007 10:33 AM	APRV
3	Ivan Cantu	Ivan Cantu	11/29/2007 01:26 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Letty Saenz

Started On: 11/28/2007 04:53
PM

Final Approval Date: 11/30/2007

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN OWNER AND CONSULTANT**

Work Authorization No. 101

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the "AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT, DATED 12/05/07, hereinafter identified as the "Agreement", entered into by and between Owner and Consultant.

PART 1. The Consultant will perform Grant Writing Services in accordance with Exhibit "A" of the Agreement and as approved through this work authorization as approved and executed by each Hidalgo Precinct.

A. National Park Services	Fee	Yes	No (check if required)
Pre- Application	\$5,600.00	<input type="checkbox"/>	<input type="checkbox"/>
Recovery Action Plan	\$8,900.00	<input type="checkbox"/>	<input type="checkbox"/>
UPARR Grant Application	\$2,700.00	<input type="checkbox"/>	<input type="checkbox"/>
B. Texas Parks & Wildlife			
Indoor Grant Application	\$4,050.00	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Grant Application	\$4,050.00	<input type="checkbox"/>	<input type="checkbox"/>
Boat Ramp Construction	\$4,050.00	<input type="checkbox"/>	<input type="checkbox"/>
C. Mandatory Travel			
Reimbursable travel to:			
Texas Parks and Wildlife Department			
Department of the Interior-National Parks Systems			
Airfare	\$230.00	<input type="checkbox"/>	<input type="checkbox"/>
Car rental	\$55.00/day	<input type="checkbox"/>	<input type="checkbox"/>
Hotel	\$75.00/day	<input type="checkbox"/>	<input type="checkbox"/>
D. Facilitation of Meetings			
Monthly Meeting	\$675.00 x 12 = \$8,100.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Additional Copies of Documents			
	\$0.08 per page b/w	<input type="checkbox"/>	<input type="checkbox"/>
	\$0.15 per page color	<input type="checkbox"/>	<input type="checkbox"/>

PART II. The amount payable for the services under this work authorization will be determined in accordance with Article 3.

PART III. This work authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate in accordance with Article 5.

PART IV. This work authorization does not waive the parties responsibilities and obligations provided under this Agreement.

AGREED:

PRINCIPAL/CONSULTANT:

OWNER:

BORDER VISIONS CONSULTING GROUP, L.L.C.

COUNTY OF HIDALGO

By: _____ Date _____

By: _____ Date _____

Printed Name: Paul M. Vazaldúa, Jr.
Title: President

Printed Name: Commissioner 1 2 3 4

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN OWNER AND CONSULTANT**

Work Authorization No. 102

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the "AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT, DATED 12/05/07, hereinafter identified as the "Agreement", entered into by and between Owner and Consultant.

PART I. The Consultant will perform Grant Writing Services in accordance with Exhibit "A" of the Agreement and as approved through this work authorization as approved and executed by each Hidalgo Precinct.

A. National Park Services	Fee	Yes	No (check if required)
Pre- Application	\$5,600.00	<input type="checkbox"/>	<input type="checkbox"/>
Recovery Action Plan	\$8,900.00	<input type="checkbox"/>	<input type="checkbox"/>
UPARR Grant Application	\$2,700.00	<input type="checkbox"/>	<input type="checkbox"/>
B. Texas Parks & Wildlife			
Indoor Grant Application	\$4,050.00	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Grant Application	\$4,050.00	<input type="checkbox"/>	<input type="checkbox"/>
Boat Ramp Construction	\$4,050.00	<input type="checkbox"/>	<input type="checkbox"/>
C. Mandatory Travel			
Reimbursable travel to:			
Texas Parks and Wildlife Department			
Department of the Interior-National Parks Systems			
Airfare	\$230.00	<input type="checkbox"/>	<input type="checkbox"/>
Car rental	\$55.00/day	<input type="checkbox"/>	<input type="checkbox"/>
Hotel	\$75.00/day	<input type="checkbox"/>	<input type="checkbox"/>
D. Facilitation of Meetings			
Monthly Meeting	\$675.00 x 12 = \$8,100.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Additional Copies of Documents			
	\$0.08 per page b/w	<input type="checkbox"/>	<input type="checkbox"/>
	\$0.15 per page color	<input type="checkbox"/>	<input type="checkbox"/>

PART II. The amount payable for the services under this work authorization will be determined in accordance with Article 3.

PART III. This work authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate in accordance with Article 5.

PART IV. This work authorization does not waive the parties responsibilities and obligations provided under this Agreement.

AGREED:

PRINCIPAL/CONSULTANT:

OWNER:

BORDER VISIONS CONSULTING GROUP, L.L.C.

COUNTY OF HIDALGO

By: _____ Date _____

By: _____ Date _____

Printed Name: Paul M. Vazaldúa, Jr.
Title: President

Printed Name: Commissioner 1 2 3 4

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN OWNER AND CONSULTANT**

Work Authorization No. 103

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the "AGREEMENT FOR CONSULTING SERVICES BETWEEN OWNER AND CONSULTANT", DATED 12/05/07, hereinafter identified as the "Agreement", entered into by and between Owner and Consultant.

PART I. The Consultant will perform Grant Writing Services in accordance with Exhibit "A" of the Agreement and as approved through this work authorization as approved and executed by each Hidalgo Precinct.

A. National Park Services	Fee	Yes	No (check if required)
Pre- Application	\$5,600.00	<input type="checkbox"/>	<input type="checkbox"/>
Recovery Action Plan	\$8,900.00	<input type="checkbox"/>	<input type="checkbox"/>
UPARR Grant Application	\$2,700.00	<input type="checkbox"/>	<input type="checkbox"/>
B. Texas Parks & Wildlife			
Indoor Grant Application	\$4,050.00	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor Grant Application	\$4,050.00	<input type="checkbox"/>	<input type="checkbox"/>
Boat Ramp Construction	\$4,050.00	<input type="checkbox"/>	<input type="checkbox"/>
C. Mandatory Travel			
Reimbursable travel to:			
Texas Parks and Wildlife Department			
Department of the Interior-National Parks Systems			
Airfare	\$230.00	<input type="checkbox"/>	<input type="checkbox"/>
Car rental	\$55.00/day	<input type="checkbox"/>	<input type="checkbox"/>
Hotel	\$75.00/day	<input type="checkbox"/>	<input type="checkbox"/>
D. Facilitation of Meetings			
Monthly Meeting	\$675.00 x 12 = \$8,100.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Additional Copies of Documents			
	\$0.08 per page b/w	<input type="checkbox"/>	<input type="checkbox"/>
	\$0.15 per page color	<input type="checkbox"/>	<input type="checkbox"/>

PART II. The amount payable for the services under this work authorization will be determined in accordance with Article 3.

PART III. This work authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate in accordance with Article 5.

PART IV. This work authorization does not waive the parties responsibilities and obligations provided under this Agreement.

AGREED:

PRINCIPAL/CONSULTANT:

OWNER:

BORDER VISIONS CONSULTING GROUP, L.L.C.

COUNTY OF HIDALGO

By: _____ Date _____

By: _____ Date _____

Printed Name: Paul M. Vazaldúa, Jr.
Title: President

Printed Name: Commissioner 1 2 3 4

**SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1**

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept From: Noe Montez

Attn letty

Fax: Pages: 4

Phone: Date: 11/28/07

Re: CC:

- Urgent For Review Please Comment Please Reply Please Recycle

● Comments

Please arrange to place the following work auth #101,102, and 103 on the next cc meeting . Contract C-06-380-09-05

Thanks

7-1211-452-00-121-013-0-350

Noe

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-6797

16.C.1.

**Change Order No. 2;Final Payment; Retainage for McAllen Construction
CC REGULAR**

Date: 12/05/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

A. Requesting approval of Change Order No. 2 (Increase) in connection with the "Installation of 36-inch Reinforced Concrete Pipe and Misc items for McColl Rd. " in the amount of \$456.25 from contracted vendor, McAllen Construction, and as recommended by project engineer, R. Gutierrez Engineering Corp., with authority for County Judge to execute document.

B. Presentation for discussion, consideration, acceptance and approval of Final Payment Application in the amount of \$187,039.40 and Payment Application Retainage in the amount of \$36,228.13, submitted by McAllen Construction, Inc. and as recommended by project engineer, R. Gutierrez Engineering Corp., for the "Installation of 36-inch Reinforced Concrete Pipe and Misc items for McColl Rd."

BACKGROUND

C-06-368-10-31 Pct 2 Yolanda Cisneros will be requesting a PO increase of \$19,679.25 (581509) to be completed by 12/05/07. This increase will bring the PO total amount up to \$190,980.25.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1202-431-00-122-006-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$24,125.19 available balance as of 11/30/07. Change Order Number 2 will be funded by having Purchase Order No. 581509 increased by \$19,679.25 (To be requested by Yolanda Cisneros-Pct 2). New PO available balance will be \$190,980.25. Sufficient monies will be in place to fund the Application for Final Payment in the amount of \$187,039.40.

FISCAL YEAR: 2007

ACCT. #: 7-1202-206-00-000-009-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$12,171.99 available balance as of 11/30/07. Final Payment check issued to Mcallen Construction will be \$207,821.56. 10% retainage equals \$20,782.16 to be credited into the above mentioned account. Difference (\$187,039.40) will be paid out of account 7-1202-431-00-122-006-0-841. New retainage account balance will be \$32,954.15.

FISCAL YEAR: 2007

ACCT. #: 7-1331-206-00-000-018-0-000

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$3,273.99 available balance as of 11/30/07.

Attachments

Link: [Change Order/Final Payment/Retainage Release](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 07:44 AM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 10:02 AM	APRV
3	Rey Salazar	Rey Salazar	11/30/2007 04:15 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Rocio Villarreal
Started On: 11/28/2007 05:21 PM
Final Approval Date: 11/30/2007

CHANGE ORDER NUMBER TWO (2)

PROJECT: CULVERT CROSSING MILITARY HWY

DATE OF ISSUANCE: November 8, 2007

EFFECTIVE DATE: November 8, 2007

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: C-08-388-10-31

CONTRACTOR: McAllen Construction

P.O. Box 3244

McAllen, TX 78502

ENGINEER: R. Gutierrez Engineering Corporation

130 E. Park Ave.

Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. 164 ITEM Cell fiber Seeding (Temp) (Warm) was reduced from 68 SY to 33 SY
2. 184 ITEM Cell Fiber Seeding (Perm)(Urban)(Clay) was reduced from 132 SY to 66 SY
3. 340 ITEM Asphalt Conc. Pav. was Reduced from 248 Ton. to 215.80 Ton.
4. 354 ITEM Plane Asphalt was increased from 728 SY to 859.55 SY for a total increase of 131.55 SY
5. 506 ITEM Construction Exits (TY II)(Install) was removed
6. 506 ITEM Construction Exits (TY II)(Remove) was removed
7. 506 ITEM Temp. Sediment Control Fence (Install) was reduced from 98 LF to 40 LF for a total reduction of 58 LF
8. 686 ITEM Roll.Pav.Mrk.Ty 1(W)(4)(Sk)(090M) was increased from 428 LF to 576 LF for a total increase of 150 LF
9. 686 ITEM Roll.Pav.Mrk.Ty 1(W)(4)(Brk)(090M) was increased from 134 LF to 180 LF for a total increase of 46 LF
10. 686 ITEM Roll.Pav.Mrk.Ty 1(Y)(4)(Sk)(090M) was increased from 428 LF to 688 LF for a total increase of 260 LF
11. 686 ITEM Roll.Pav.Mrk.Ty 1(Y)(4)(Brk)(090M) was increased from 134 LF to 170 LF for a total increase of 36 LF
12. 672 ITEM Roll.Pav.Mrk. CIB (Ref) Ty-I-C was reduced from 18 EA to 12 EA for a total reduction of 6 EA
13. 672 ITEM Roll.Pav.Mrk. CIB (Ref) Ty-II A-A was reduced from 18 EA to 11 EA for a total reduction of 7 EA
14. 400 ITEM Structural Excavation was increased from 1,240 CY to 1,354.91 CY for a total increase of 114.91 CY
15. 402 ITEM Trench Excavation Protection was increased from 332 LF to 336 LF for a total increase of 4 LF
16. 464 ITEM RCP (CL IV)(36" (Installation Only) was increased from 292 LF to 336 LF for a total increase of 44 LF
17. 999 ITEM Work around edging utilities was removed
18. 465 ITEM Concrete Junction Box was removed

Reason for Change Order:

1. Quantity was adjusted to better fit field conditions
2. Quantity was adjusted to better fit field conditions
3. Quantity was adjusted to better fit field conditions
4. Quantity was adjusted to better fit field conditions
5. Construction Exits not installed
6. Construction Exits not installed
7. Quantity was adjusted to better fit field conditions
8. Quantity was adjusted to better fit field conditions
9. Quantity was adjusted to better fit field conditions
10. Quantity was adjusted to better fit field conditions
11. Quantity was adjusted to better fit field conditions
12. Quantity was adjusted to better fit field conditions
13. Quantity was adjusted to better fit field conditions
14. Quantity was adjusted to better fit field conditions
15. Quantity was adjusted to better fit field conditions
16. Quantity was adjusted to better fit field conditions
17. Utilities were adjusted previously by others
18. Concrete Junction Box was built by the City of Hidalgo

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$	342,602.00	Substantial Completion:	120
			calendar days or dates
Net Change from previous Change Order		Net change from previous Change Orders	
\$	18,223.00		0
			calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$	381,825.00	Substantial Completion:	120
			calendar days or dates
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$	468.25		0
			calendar days
Contract Price with all approved Change Orders	Net % Increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$	382,291.25	5.70	%
		Substantial Completion:	120

CHANGE ORDER NO.2 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
INSTALLATION OF 36-INCH RCP AND MISCELLANEOUS ITEMS
BID NUMBER: C-06-368-10-31

Item Number	Original Price Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2	
(805) ROADWAY												
104	80.00	80.00	80.00	LF	Remove Concrete (C&G)	\$ 15.00	\$ 1,200.00	0.00	1,200.00	0.00	1,200.00	
164	98.00	66.00	33.00	SY	Cell Fiber Sounding (Temp)(Warm)	\$ 21.00	\$ 2,058.00	(672.00)	1,386.00	(693.00)	693.00	
164	194.00	132.00	66.00	SY	Cell Fiber Sounding (Perm)(Urban)(Clay)	\$ 21.00	\$ 4,074.00	(1,302.00)	2,772.00	(1,386.00)	1,386.00	
310	670.00	670.00	670.00	GAL	Asph (AC-10)	\$ 4.50	\$ 3,015.00	0.00	3,015.00	0.00	3,015.00	
340	206.00	248.00	215.91	TON	Asph. Conc. Pav. Ty "D" (1.5")	\$ 98.00	\$ 20,188.00	4,116.00	24,304.00	(3,144.82)	21,159.18	
354	2,189.00	728.00	839.35	SY	Plane Asph. (Conc. Pav.) (0" to 1.5")	\$ 5.00	\$ 10,945.00	(7,305.00)	3,640.00	657.75	4,297.75	
400	493.00	423.00	423.00	CY	Cement Stabilized Backfill	\$ 96.00	\$ 47,328.00	(6,720.00)	40,608.00	0.00	40,608.00	
400	360.00	188.00	188.00	SY	Cut and Restore Pavement	\$ 50.00	\$ 18,000.00	(8,600.00)	9,400.00	0.00	9,400.00	
502	2.50	2.50	2.50	MO	Barricades, Signs & Traffic Handling	\$ 12,000.00	\$ 30,000.00	0.00	30,000.00	0.00	30,000.00	
526	8.00	12.00	12.00	LF	Concrete Valley Gutter (2)	\$ 345.00	\$ 2,760.00	1,380.00	4,140.00	0.00	4,140.00	
529	80.00	80.00	80.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	\$ 75.00	\$ 6,000.00	0.00	6,000.00	0.00	6,000.00	
540	50.00	50.00	50.00	LF	Metal Beam Guard Fence	\$ 49.00	\$ 2,450.00	0.00	2,450.00	0.00	2,450.00	
542	50.00	50.00	50.00	LF	Remove Metal Beam Guard Fence	\$ 8.00	\$ 400.00	0.00	400.00	0.00	400.00	
666	428.00	428.00	1578.00	LF	Rail. Pav. Mkt. Ty I(W)(4")(Sid)(090M)	\$ 4.00	\$ 1,712.00	0.00	1,712.00	600.00	2,312.00	
666	134.00	134.00	180.00	LF	Rail. Pav. Mkt. Ty I(W)(4")(Bk)(090M)	\$ 5.00	\$ 670.00	0.00	670.00	250.00	900.00	
666	428.00	428.00	1688.00	LF	Rail. Pav. Mkt. Ty I(Y)(4")(Sid)(090M)	\$ 15.00	\$ 6,420.00	0.00	6,420.00	3,900.00	10,320.00	
666	134.00	134.00	170.00	LF	Rail. Pav. Mkt. Ty I(Y)(4")(Bk)(090M)	\$ 25.00	\$ 3,350.00	0.00	3,350.00	900.00	4,250.00	
672	18.00	18.00	12.00	EA	Rail. Pav. Mkt. Cl B (Red.) Ty I-C	\$ 12.00	\$ 216.00	0.00	216.00	(72.00)	144.00	
672	18.00	18.00	11.00	EA	Rail. Pav. Mkt. Cl B (Red.) Ty II A-A	\$ 12.00	\$ 216.00	0.00	216.00	(84.00)	132.00	
906	168.00	168.00	0.00	SY	Construction Exit (Ty II)(Install)	\$ 24.00	\$ 4,032.00	0.00	4,032.00	(4,032.00)	0.00	
906	168.00	168.00	0.00	SY	Construction Exit (Ty II)(Remove)	\$ 14.00	\$ 2,352.00	0.00	2,352.00	(2,352.00)	0.00	
906	96.00	96.00	40.00	LF	Temp Sediment Control Fence (Install)	\$ 17.00	\$ 1,632.00	0.00	1,632.00	(932.00)	680.00	
							Total Roadway:	\$ 169,018.00	\$ (19,103.00)	\$ 149,915.00	\$ (6,428.97)	\$ 143,486.93
(806) DRAINAGE												
400	946.00	1,240.00	1,354.91	CY	Structural Excavation	\$ 51.00	\$ 49,192.00	15,288.00	64,480.00	5,975.32	70,455.32	
402	292.00	332.00	336.00	LF	Trench Excavation Protection	\$ 76.00	\$ 22,192.00	3,040.00	25,232.00	304.00	25,536.00	
464	292.00	292.00	336.00	LF	RCP (CL IV)(36" Installation Only)	\$ 350.00	\$ 102,200.00	0.00	102,200.00	15,400.00	117,600.00	
999	0.00	178.00	178.00	LF	Unload Concrete Box 5'X4'	\$ 10.75	\$ -	1,913.50	1,913.50	0.00	1,913.50	
999	0.00	1.00	0.00	LS	Work Around Existing Utilities	\$ 4,793.00	\$ -	4,793.00	4,793.00	(4,793.00)	0.00	
496	0.00	178.00	178.00	LF	Remove 24" RCP	\$ 13.25	\$ -	2,714.50	2,714.50	0.00	2,714.50	
496	0.00	1.00	1.00	EA	Remove Manhole	\$ 575.00	\$ -	575.00	575.00	0.00	575.00	
465	0.00	1.00	0.00	EA	Concrete Junction Box	\$ 10,000.00	\$ -	10,000.00	10,000.00	(10,000.00)	0.00	
							Total Drainage:	\$ 173,584.00	\$ 38,326.80	\$ 211,910.80	\$ 6,884.32	\$ 218,794.32
							TOTAL BASE AMOUNTS:	\$ 342,602.00	\$ 19,223.80	\$ 361,825.80	\$ 456.25	\$ 362,281.25

APPLICATION FOR PAYMENT No. FINAL

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: McAllen Construction (CONTRACTOR)
 Contract: C-06-388-10-31
 Project: Installation of 36-inch reinforced concrete pipe and misc items for McColl Road
 OWNER's Contract No. C-06-388-10-31 ENGINEER's Project No. ENG03.024d
 For Work accomplished through the date of: 11/8/2007

1. Original Contract Price:		\$ 342,802.00
2. Net change by Change Orders and Written Agreements (+ or -):		\$ 18,978.28
3. Current Contract Price (1 plus 2):		\$ 362,281.28
4. Total completed and stored to date:		\$ 362,281.28
5. Retainage (per Agreement):		
<u>10</u> % of completed Work:	\$ 36,228.13	
_____ % of stored material:	\$ -	
Total Retainage:		\$ 36,228.13
6. Total completed and stored to date less retainage (4 minus 5):		\$ 326,053.13
7. Less previous Application for Payments:		\$ (139,013.73)
8. Balance to Finish:		\$ -
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ 187,039.40

581509
 7-1202-431-00-122-006-0-841
 Req. #105795

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 Final 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 11/15/2007

McAllen Construction
 CONTRACTOR

By: [Signature]

State of TEXAS
 County of Hidalgo
 Subscribed and sworn to before me this 15th
 day of November 2007
[Signature]
 Notary Public
 My Commission expires: 3/2/2011



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11/15/2007

R. GUTIERREZ ENGINEERING CORPORATION
 ENGINEER

By: [Signature] P.E.

INVOICE RECEIVED BY:
[Signature] ON 11/16/07
 GOODS/SERVICES RECEIVED BY:
[Signature] ON 11/19/07

McKim Construction
 857208
 118/207
 105

Contractor Name
 Starting Date
 Project Ending Date
 Retainage Percent

Application No.: _____
 Application Date: 11/2/2017
 Period To: 11/2/2017
 Engineer: Firas H. Ghannem, Esq., Corp.

Summary

Contract Number	Description	Original Schedule Value	Revised Schedule Value Change Order #1	Revised Schedule Value Change Order #2	Application #1	Application Final	Total To Date	Balance To Finish	Retainage	Met	Payments To Date	Payment Due
C-06-363-10-31	36-inch Crossing	\$ 342,602.00	\$ 361,625.00	\$ 362,261.25	\$ 154,456.70	\$ 207,821.65	\$ 362,261.25	\$ -	\$ 36,226.13	\$ 326,035.13	\$ 136,013.73	\$ 187,028.40
TOTALS:		\$ 342,602.00	\$ 361,625.00	\$ 362,261.25	\$ 154,456.70	\$ 207,821.65	\$ 362,261.25	\$ -	\$ 36,226.13	\$ 326,035.13	\$ 136,013.73	\$ 187,028.40

McAllen Construction	Contractor Name
8/2/2006	Starting Date
11/6/2007	Project Ending Date
Quantity Check	Engineers / County Project Description

Item No.	Item Code	Description	Unit	Rates	Schedule of Values		Schedule of Values Change Order #1		Schedule of Values Change Order #2	
					Quan	Cost	Quan	Cost	Quan	Cost
(006) ROADWAY										
1	104	Remove Concrete (C&G)	LF	\$ 15.00	80.00	\$ 1,200.00	80.00	\$ 1,200.00	80.00	\$ 1,200.00
2	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	\$ 21.00	184.00	\$ 4,074.00	132.00	\$ 2,772.00	88.00	\$ 1,388.00
3	164	Cell Fiber Seeding (Temp)(Warm)	SY	\$ 21.00	88.00	\$ 2,058.00	88.00	\$ 1,388.00	33.00	\$ 693.00
4	310	Asph (AC-10)	GAL	\$ 4.50	670.00	\$ 3,015.00	670.00	\$ 3,015.00	670.00	\$ 3,015.00
5	340	Asph. Conc. Pav. Ty "D" (1.5")	TON	\$ 98.00	208.00	\$ 20,188.00	248.00	\$ 24,304.00	215.91	\$ 21,159.18
6	354	Plane Asph. (Conc. Pav.) (0" to 1.5")	SY	\$ 5.00	2,188.00	\$ 10,945.00	728.00	\$ 3,640.00	858.55	\$ 4,297.75
7	400	Cement Stabilized Backfill	CY	\$ 96.00	483.00	\$ 47,328.00	423.00	\$ 40,608.00	423.00	\$ 40,608.00
8	400	Cut and Restore Pavement	SY	\$ 50.00	360.00	\$ 18,000.00	188.00	\$ 9,400.00	188.00	\$ 9,400.00
9	602	Barriades, Signs & Traffic Handling	MO	\$ 12,000.00	2.50	\$ 30,000.00	2.50	\$ 30,000.00	2.50	\$ 30,000.00
10	508	Construction Exbs (Ty II)(Install)	SY	\$ 24.00	168.00	\$ 4,032.00	168.00	\$ 4,032.00	0.00	\$ -
11	608	Construction Exbs (Ty II)(Remove)	SY	\$ 14.00	168.00	\$ 2,352.00	168.00	\$ 2,352.00	0.00	\$ -
12	508	Temp Sediment Control Fence (Install)	LF	\$ 17.00	88.00	\$ 1,632.00	88.00	\$ 1,632.00	40.00	\$ 680.00
13	628	Concrete Valley Gutter (2)	LF	\$ 345.00	8.00	\$ 2,760.00	12.00	\$ 4,140.00	12.00	\$ 4,140.00
14	829	Concrete Curb & Gutter (Ty A)(Barrier)	LF	\$ 75.00	80.00	\$ 6,000.00	80.00	\$ 6,000.00	80.00	\$ 6,000.00
15	540	Metal Beam Guard Fence	LF	\$ 49.00	50.00	\$ 2,450.00	50.00	\$ 2,450.00	50.00	\$ 2,450.00
16	542	Remove Metal Beam Guard Fence	LF	\$ 8.00	50.00	\$ 400.00	50.00	\$ 400.00	50.00	\$ 400.00
17	668	Refl. Pav. Mkr. Ty 1 (V)(4") (Sig)(090MI)	LF	\$ 4.00	428.00	\$ 1,712.00	428.00	\$ 1,712.00	678.00	\$ 2,312.00
18	668	Refl. Pav. Mkr. Ty 1 (V)(4") (Brd)(090MI)	LF	\$ 5.00	134.00	\$ 670.00	134.00	\$ 670.00	160.00	\$ 800.00
19	668	Refl. Pav. Mkr. Ty 1 (V)(4") (Std)(090MI)	LF	\$ 15.00	428.00	\$ 6,420.00	428.00	\$ 6,420.00	888.00	\$ 10,320.00
20	668	Refl. Pav. Mkr. Ty 1 (V)(4") (Brd)(090MI)	LF	\$ 25.00	134.00	\$ 3,350.00	134.00	\$ 3,350.00	170.00	\$ 4,250.00
21	672	Refl. Pav. Mkr. Cl B (Refl.) Ty I-C	EA	\$ 12.00	18.00	\$ 218.00	18.00	\$ 218.00	12.00	\$ 144.00
22	672	Refl. Pav. Mkr. Cl B (Refl.) Ty II A-A	EA	\$ 12.00	18.00	\$ 218.00	18.00	\$ 218.00	11.00	\$ 132.00
Total Roadway						\$ 169,018.00		\$ 148,915.00		\$ 143,488.98
(006) DRAINAGE										
23	400	Structural Excavation	CY	\$ 52.00	948.00	\$ 49,182.00	1,240.00	\$ 64,480.00	1,354.91	\$ 70,455.32
24	402	Trench Excavation Protection	LF	\$ 76.00	282.00	\$ 22,182.00	332.00	\$ 26,232.00	338.00	\$ 26,538.00
25	464	RCP (CL IV)(36") (Installation Only)	LF	\$ 350.00	282.00	\$ 102,200.00	282.00	\$ 102,200.00	338.00	\$ 117,600.00
26	485	Concrete Junction Box	EA	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	0.00	\$ -
27	498	Remove 24" RCP	LF	\$ 15.25	0.00	\$ -	178.00	\$ 2,714.60	178.00	\$ 2,714.60
28	498	Remove Manhole	EA	\$ 675.00	0.00	\$ -	1.00	\$ 675.00	1.00	\$ 675.00
29	989	Unload Concrete Box 6'X4'	LF	\$ 10.75	0.00	\$ -	178.00	\$ 1,913.60	178.00	\$ 1,913.60
30	989	Work Around Existing Utilities	LS	\$ 4,795.00	0.00	\$ -	1.00	\$ 4,795.00	0.00	\$ -
Total Drainage						\$ 173,684.00		\$ 211,910.00		\$ 218,784.32
TOTAL BASE AMOUNTS:						\$ 342,602.00		\$ 361,825.00		\$ 362,281.26

APPLICATION FOR PAYMENT No. RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
 From: McAllen Construction (CONTRACTOR)
 Contract: C-06-388-10-31
 Project: Installation of 36-Inch reinforced concrete pipe and misc items for McColl Road
 OWNER's Contract No. C-06-388-10-31 ENGINEER's Project No. ENG03.024d
 For Work accomplished through the date of: 11/8/2007

1. Original Contract Price:		\$ 342,602.00
2. Net change by Change Orders and Written Agreements (+ or -):		\$ 19,678.25
3. Current Contract Price (1 plus 2):		\$ 362,281.25
4. Total completed and stored to date:		\$ 362,281.25
5. Retainage (per Agreement):		
	<u>0</u> % of completed Work:	\$ -
	<u> </u> % of stored material:	\$ -
	Total Retainage:	\$ -
6. Total completed and stored to date less retainage (4 minus 5):		\$ 362,281.25
7. Less previous Application for Payments:		\$ (328,053.13)
8. Balance to Finish:		\$ -
9. AMOUNT DUE THIS APPLICATION (8 MINUS 7):		\$ 36,228.13

581509
 7-1331-206-00-000-018-0-000
 7-1202-206-00-000-009-0-000
 Req. #105795

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 Retainage Release 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 11/15/2007

McAllen Construction

CONTRACTOR

By: 

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 15th
 day of November 2007

Notary Public

My Commission expires: 3/2/2011



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11/15/2007

R. GUTIERREZ ENGINEERING CORPORATION

ENGINEER

By: 

INVOICE RECEIVED BY:

Chase ON 11/16/07

GOODS/SERVICES RECEIVED BY:

Electrolab ON 11/8/07

McAllen Construction Contractor Name
 8/2/2007 Starting Date
 1/15/2007 Project Ending Date
 0% Retainage Percent

Application No.: Retainage Release
 Application Date: 11/8/2007
 Period To: 11/8/2007
 Engineer Firm: H. H. Moore Eng. Corp.

Summary												
Contract Number	Description	Original Schedule Value	Revised Schedule Value Change Order #1	Revised Schedule Value Change Order #2	Application #1	Application Final	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
C-06-306-10-31	36-inch Crossing	\$ 342,802.00	\$ 361,825.00	\$ 362,291.25	\$ 154,459.70	\$ 207,821.55	\$ 362,291.25	\$ -	\$ -	\$ 362,291.25	\$ 326,063.13	\$ 36,228.13
TOTALS:		\$ 342,802.00	\$ 361,825.00	\$ 362,291.25	\$ 154,459.70	\$ 207,821.55	\$ 362,291.25	\$ -	\$ -	\$ 362,291.25	\$ 326,063.13	\$ 36,228.13

McAllen Construction	Contractor Name
6/2/2006	Starting Date
11/8/2007	Project Ending Date
Quantity Check	Engineer's / County Project Description

No.	Item Code	Description	Unit	Rates	Schedule of Values		Schedule of Values Change Order #1		Schedule of Values Change Order #2	
					Quan	Cost	Quan	Cost	Quan	Cost
(806) ROADWAY										
1	104	Remove Concrete (C&G)	LF	\$ 15.00	80.00	\$ 1,200.00	80.00	\$ 1,200.00	80.00	\$ 1,200.00
2	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	\$ 21.00	194.00	\$ 4,074.00	192.00	\$ 2,772.00	88.00	\$ 1,388.00
3	164	Cell Fiber Seeding (Temp)(Warm)	SY	\$ 21.00	98.00	\$ 2,058.00	98.00	\$ 1,388.00	33.00	\$ 893.00
4	310	Asph (AC-10)	GAL	\$ 4.60	670.00	\$ 3,015.00	670.00	\$ 3,015.00	670.00	\$ 3,015.00
5	340	Asph. Conc. Pav. Ty "D" (1.5")	TON	\$ 98.00	209.00	\$ 20,188.00	248.00	\$ 24,304.00	215.91	\$ 21,159.18
6	354	Plane Asph. (Conc. Pav.) (0" to 1.5")	SY	\$ 5.00	2,189.00	\$ 10,945.00	726.00	\$ 3,640.00	659.55	\$ 4,287.75
7	400	Cement Stabilized Basefill	CY	\$ 98.00	493.00	\$ 47,328.00	423.00	\$ 40,608.00	423.00	\$ 40,608.00
8	400	Cut and Restore Pavement	SY	\$ 50.00	360.00	\$ 18,000.00	188.00	\$ 9,400.00	188.00	\$ 9,400.00
9	602	Barrieados, Signs & Traffic Handling	MO	\$ 12,000.00	2.50	\$ 30,000.00	2.90	\$ 30,000.00	2.60	\$ 30,000.00
10	606	Construction Eds (Ty II)(Install)	SY	\$ 24.00	168.00	\$ 4,032.00	168.00	\$ 4,032.00	0.00	\$ -
11	606	Construction Eds (Ty II)(Remove)	SY	\$ 14.00	168.00	\$ 2,352.00	168.00	\$ 2,352.00	0.00	\$ -
12	606	Temp Sediment Control Fence (Install)	LF	\$ 17.00	96.00	\$ 1,632.00	96.00	\$ 1,632.00	40.00	\$ 680.00
13	626	Concrete Valley Gutter (2')	LF	\$ 345.00	8.00	\$ 2,760.00	12.00	\$ 4,140.00	12.00	\$ 4,140.00
14	629	Concrete Curb & Gutter (Ty A)(Barrier)	LF	\$ 75.00	80.00	\$ 6,000.00	80.00	\$ 6,000.00	80.00	\$ 6,000.00
15	540	Metal Beam Guard Fence	LF	\$ 49.00	50.00	\$ 2,450.00	50.00	\$ 2,450.00	50.00	\$ 2,450.00
16	542	Remove Metal Beam Guard Fence	LF	\$ 8.00	50.00	\$ 400.00	50.00	\$ 400.00	50.00	\$ 400.00
17	666	Rein. Pav. Mkr Ty 1(W)(4") (Stk)(090MI)	LF	\$ 4.00	428.00	\$ 1,712.00	428.00	\$ 1,712.00	578.00	\$ 2,312.00
18	666	Rein. Pav. Mkr Ty 1(W)(4") (Bk)(090MI)	LF	\$ 5.00	134.00	\$ 670.00	134.00	\$ 670.00	180.00	\$ 900.00
19	666	Rein. Pav. Mkr Ty 1(Y)(4") (Stk)(090MI)	LF	\$ 16.00	428.00	\$ 6,848.00	428.00	\$ 6,848.00	688.00	\$ 10,320.00
20	666	Rein. Pav. Mkr Ty 1(Y)(4") (Bk)(090MI)	LF	\$ 25.00	134.00	\$ 3,350.00	134.00	\$ 3,350.00	170.00	\$ 4,280.00
21	672	Rein. Pav. Mkr. Cl B (Rein.) Ty I-C	EA	\$ 12.00	18.00	\$ 216.00	18.00	\$ 216.00	12.00	\$ 144.00
22	672	Rein. Pav. Mkr. Cl B (Rein.) Ty I A-A	EA	\$ 12.00	18.00	\$ 216.00	18.00	\$ 216.00	11.00	\$ 132.00
Total Roadway						\$ 168,018.00		\$ 149,916.00		\$ 143,488.89
(806) DRAINAGE										
23	400	Structural Excavation	CY	\$ 52.00	948.00	\$ 49,182.00	1,240.00	\$ 64,480.00	1,354.91	\$ 70,455.32
24	402	Trench Excavation Protection	LF	\$ 78.00	282.00	\$ 22,182.00	332.00	\$ 25,232.00	338.00	\$ 26,538.00
25	464	RCP (CL IV)(36") (Installation Only)	LF	\$ 350.00	282.00	\$ 102,200.00	282.00	\$ 102,200.00	338.00	\$ 117,608.00
26	466	Concrete Junction Box	EA	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	0.00	\$ -
27	496	Remove 24" RCP	LF	\$ 15.25	0.00	\$ -	178.00	\$ 2,714.50	178.00	\$ 2,714.50
28	496	Remove Manhole	EA	\$ 675.00	0.00	\$ -	1.00	\$ 575.00	1.00	\$ 575.00
29	999	Unload Concrete Box 67x4'	LF	\$ 18.75	0.00	\$ -	178.00	\$ 1,913.50	178.00	\$ 1,913.50
30	999	Work Around Existing Utilities	LS	\$ 4,795.00	0.00	\$ -	1.00	\$ 4,795.00	0.00	\$ -
Total Drainage						\$ 173,694.00		\$ 211,910.00		\$ 218,784.32
TOTAL BASE AMOUNTS:						\$ 342,802.00		\$ 361,826.00		\$ 362,281.28

McAllen Construction Contractor Name
 829255 Starting Date
 12/30/06 Project Ending Date
 30 inch Casing Engineer's / County Project Description

Application No: Potholes/Retains
 Application Date: 11/15/2007
 Parcel No: 1160007
 Engineer's / County Project No.: 2400010240

Item No.	Code	Description	Unit	Original Schedule Value		Revised Schedule Value Change Order #1		Revised Schedule Value Change Order #2		Application #1		Application Final		Balance To Finish						
				Case	Dollars	Case	Dollars	Case	Dollars	Monthly Case	QTY to Date	Item Cost (Monthly)	Monthly Case	QTY to Date	Item Cost (Monthly)	Total to Date	Case	Dollars		
ITEM CATEGORY																				
1	104	Maximum Concrete (CAC)	LF	\$ 15.00	\$ 60.00	\$ 1,200.00	\$ 15.00	\$ 60.00	\$ 1,200.00	\$ 60.00	\$ 1,200.00	43.33	43.33	\$ 646.65	\$ 60.00	\$ 646.65	\$ 1,500.00	0.00	\$ -	
2	104	Cut Fiber Standing (Tang/Column)	SF	\$ 21.00	\$ 84.00	\$ 2,054.00	\$ 21.00	\$ 84.00	\$ 2,172.00	\$ 84.00	\$ 2,054.00	-	-	\$ -	\$ 84.00	\$ 84.00	\$ 1,500.00	0.00	\$ -	
3	104	Cut Fiber Standing (Tang/Column)	SF	\$ 21.00	\$ 84.00	\$ 4,074.00	\$ 21.00	\$ 84.00	\$ 4,386.00	\$ 84.00	\$ 4,074.00	-	-	\$ -	\$ 84.00	\$ 84.00	\$ 600.00	0.00	\$ -	
4	370	Asph (40.5g)	GAL	\$ 4.80	\$ 670.00	\$ 3,074.00	\$ 4.80	\$ 670.00	\$ 3,074.00	\$ 670.00	\$ 3,074.00	-	-	\$ -	\$ 670.00	\$ 670.00	\$ 3,074.00	0.00	\$ -	
5	340	Asph. Conc. Pav. 1/2" (1.5)	TCH	\$ 68.50	\$ 208.00	\$ 2,188.00	\$ 68.50	\$ 208.00	\$ 2,188.00	\$ 218.91	\$ 2,188.91	-	-	\$ -	\$ 218.91	\$ 218.91	\$ 2,188.91	0.00	\$ -	
6	304	Paved Asph. (Const. Pav. 1/2" to 1.5)	SY	\$ 5.00	\$ 2,188.00	\$ 10,940.00	\$ 5.00	\$ 738.00	\$ 3,690.00	\$ 628.56	\$ 4,257.75	-	-	\$ -	\$ 628.56	\$ 628.56	\$ 4,257.75	0.00	\$ -	
7	400	Concrete Reinforced Barcast	CY	\$ 85.00	\$ 400.00	\$ 47,200.00	\$ 85.00	\$ 425.00	\$ 46,000.00	\$ 425.00	\$ 40,000.00	311.00	311.00	\$ 26,600.00	\$ 172.00	\$ 424.00	\$ 10,700.00	\$ 40,000.00	0.00	\$ -
8	400	Cut and Rebar Placement	SY	\$ 30.00	\$ 300.00	\$ 18,000.00	\$ 30.00	\$ 180.00	\$ 6,400.00	\$ 128.00	\$ 3,400.00	20.00	20.00	\$ 1,100.00	\$ 128.00	\$ 128.00	\$ 8,200.00	0.00	\$ -	
9	802	Identification, Signs & Traffic Handling	MO	\$ 12,000.00	\$ 2.00	\$ 30,000.00	\$ 12,000.00	\$ 2.00	\$ 30,000.00	\$ 2.00	\$ 30,000.00	1.00	1.00	\$ 12,000.00	\$ 2.00	\$ 2.00	\$ 10,000.00	\$ 30,000.00	0.00	\$ -
10	800	Construction Eros (T) (Sloped)	SY	\$ 24.00	\$ 108.00	\$ 4,002.00	\$ 24.00	\$ 108.00	\$ 4,002.00	\$ 0.00	\$ 0.00	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
11	800	Construction Eros (T) (Sloped)	SY	\$ 14.00	\$ 140.00	\$ 2,802.00	\$ 14.00	\$ 140.00	\$ 2,802.00	\$ 0.00	\$ 0.00	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
12	800	Temp. Erosion Control Fence (wood)	LF	\$ 17.00	\$ 68.00	\$ 2,702.00	\$ 17.00	\$ 68.00	\$ 1,600.00	\$ 43.00	\$ 60.00	40.00	40.00	\$ 680.00	\$ 43.00	\$ 43.00	\$ -	\$ 680.00	0.00	\$ -
13	800	Concrete Valley Gutter (T)	LF	\$ 345.00	\$ 8.00	\$ 2,700.00	\$ 345.00	\$ 12.00	\$ 1,400.00	\$ 12.00	\$ 1,400.00	-	-	\$ -	\$ 12.00	\$ 12.00	\$ 4,140.00	\$ 4,140.00	0.00	\$ -
14	800	Concrete Curb & Gutter (T) (Sloped)	LF	\$ 70.00	\$ 60.00	\$ 6,000.00	\$ 70.00	\$ 60.00	\$ 6,000.00	\$ 60.00	\$ 6,000.00	43.33	43.33	\$ 3,346.75	\$ 60.00	\$ 30.87	\$ 2,720.00	\$ 6,000.00	0.00	\$ -
15	800	Metal Beam Guard Fence	LF	\$ 48.00	\$ 60.00	\$ 2,400.00	\$ 48.00	\$ 60.00	\$ 2,400.00	\$ 60.00	\$ 2,400.00	80.00	80.00	\$ 2,400.00	\$ 60.00	\$ 60.00	\$ -	\$ 2,400.00	0.00	\$ -
16	802	Remove Metal Beam Guard Fence	LF	\$ 8.00	\$ 60.00	\$ 400.00	\$ 8.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 400.00	80.00	80.00	\$ 400.00	\$ 60.00	\$ 60.00	\$ -	\$ 400.00	0.00	\$ -
17	880	Rein. Pav. Mats. 1/2" (1/2") (Type 2) (200000)	LF	\$ 4.00	\$ 48.00	\$ 1,712.00	\$ 4.00	\$ 48.00	\$ 1,712.00	\$ 48.00	\$ 1,712.00	-	-	\$ -	\$ 48.00	\$ 48.00	\$ 2,312.00	\$ 2,312.00	0.00	\$ -
18	880	Rein. Pav. Mats. 1/2" (1/2") (Type 2) (200000)	LF	\$ 8.00	\$ 144.00	\$ 670.00	\$ 8.00	\$ 144.00	\$ 670.00	\$ 144.00	\$ 670.00	-	-	\$ -	\$ 144.00	\$ 144.00	\$ 600.00	\$ 600.00	0.00	\$ -
19	880	Rein. Pav. Mats. 1/2" (1/2") (Type 2) (200000)	LF	\$ 15.00	\$ 48.00	\$ 6,600.00	\$ 15.00	\$ 48.00	\$ 6,600.00	\$ 48.00	\$ 6,600.00	-	-	\$ -	\$ 48.00	\$ 48.00	\$ 10,300.00	\$ 10,300.00	0.00	\$ -
20	880	Rein. Pav. Mats. 1/2" (1/2") (Type 2) (200000)	LF	\$ 25.00	\$ 144.00	\$ 3,800.00	\$ 25.00	\$ 144.00	\$ 3,300.00	\$ 170.00	\$ 4,200.00	-	-	\$ -	\$ 170.00	\$ 170.00	\$ 4,200.00	\$ 4,200.00	0.00	\$ -
21	872	Rein. Pav. Mats. C18 (Rein.) (Type 1)	EA	\$ 12.00	\$ 18.00	\$ 216.00	\$ 12.00	\$ 18.00	\$ 216.00	\$ 12.00	\$ 144.00	-	-	\$ -	\$ 12.00	\$ 12.00	\$ 144.00	\$ 144.00	0.00	\$ -
22	872	Rein. Pav. Mats. C18 (Rein.) (Type 1) (A)	EA	\$ 12.00	\$ 18.00	\$ 216.00	\$ 12.00	\$ 18.00	\$ 216.00	\$ 11.00	\$ 132.00	-	-	\$ -	\$ 11.00	\$ 11.00	\$ 132.00	\$ 132.00	0.00	\$ -
Total Random						\$ 98,971.00			\$ 140,711.00					\$ 82,430.70			\$ 71,281.30	\$ 143,488.50	\$ -	\$ -
ITEM CATEGORY																				
23	400	Structural Excavation	CY	\$ 62.00	\$ 62.00	\$ 48,102.00	\$ 62.00	\$ 1,340.00	\$ 64,480.00	\$ 1,340.00	\$ 70,420.00	600.00	600.00	\$ 34,300.00	\$ 64.00	\$ 1,344.00	\$ 30,156.00	\$ 70,420.00	0.00	\$ -
24	400	Trench Excavation Protection	LF	\$ 75.00	\$ 282.00	\$ 21,302.00	\$ 75.00	\$ 270.00	\$ 25,290.00	\$ 270.00	\$ 21,300.00	134.00	134.00	\$ 11,700.00	\$ 132.00	\$ 330.00	\$ 13,230.00	\$ 21,302.00	0.00	\$ -
25	404	MCP (E) (MCP) (Installation Only)	LF	\$ 360.00	\$ 282.00	\$ 102,300.00	\$ 360.00	\$ 282.00	\$ 102,300.00	\$ 282.00	\$ 117,800.00	180.00	180.00	\$ 60,000.00	\$ 170.00	\$ 330.00	\$ 61,000.00	\$ 117,800.00	0.00	\$ -
26	400	Concrete Jersey Bar	EA	\$ 10,000.00	\$ 0.00	\$ -	\$ 40,000.00	\$ 1.00	\$ 10,000.00	\$ 0.00	\$ 0.00	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
27	400	Remove 3/4" PCP	LF	\$ 75.00	\$ 0.00	\$ -	\$ 75.00	\$ 178.00	\$ 2,714.50	\$ 178.00	\$ 2,714.50	-	-	\$ -	\$ 178.00	\$ 178.00	\$ 2,714.50	\$ 2,714.50	0.00	\$ -
28	400	Remove Manhole	EA	\$ 571.00	\$ 0.00	\$ -	\$ 571.00	\$ 1.00	\$ 671.00	\$ 1.00	\$ 671.00	-	-	\$ -	\$ 1.00	\$ 1.00	\$ 671.00	\$ 671.00	0.00	\$ -
29	680	Unrein. Concrete Mat 60x6'	LF	\$ 10.75	\$ 0.00	\$ -	\$ 10.75	\$ 178.00	\$ 1,913.50	\$ 178.00	\$ 1,913.50	-	-	\$ -	\$ 178.00	\$ 178.00	\$ 1,913.50	\$ 1,913.50	0.00	\$ -
30	680	Wash Around Existing Utilities	LS	\$ 4,750.00	\$ 0.00	\$ -	\$ 4,750.00	\$ 1.00	\$ 4,750.00	\$ 0.00	\$ 0.00	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	\$ -
Total Drains						\$ 172,804.00			\$ 211,910.00					\$ 122,034.00			\$ 116,770.00	\$ 218,794.00	\$ -	\$ -
TOTAL BASE AMOUNTS:						\$ 342,803.00			\$ 591,821.00					\$ 184,464.70			\$ 207,921.30	\$ 362,282.50	\$ -	\$ -

Prepared and Checked By: Luis J. Lopez Date: 11/15/2007
 Signature: [Signature] 11/15/2007

**FINAL WAIVER AND RELEASE OF LIENS,
AFFIDAVIT OF BILLS PAID AND INDEMNIFICATION**

This Final Waiver and Release of Liens, Affidavit of Bills Paid and Indemnification ("Waiver, Affidavit and Indemnification") is made in accordance with the provisions of that certain agreement entered into by and between the undersigned **MCALLEN CONSTRUCTION, INC.** ("Contractor") and **HIDALGO COUNTY PRECINCT TWO** ("Owner"), dated **JANUARY 3, 2007** including any and all modifications and amendments thereto ("Agreement") in connection with the construction of improvements at **McCOLL ROAD**, County of **HIDALGO**, State of **TEXAS**, ("Site") for the **INSTALLATION OF 36" REIMFORCED CONCRETE PIPE & MISC ITEMS** ("Project") owned by **HIDALGO COUNTY PRECINCT TWO** In consideration of payments made heretofore, or to be made, by Owner to Contractor, the sufficiency of which is hereby acknowledged and agreed, for labor, materials and services furnished by Contractor in performance of the Agreement, Contractor hereby unconditionally agrees to the following:

- 1) Contractor hereby waives, relinquishes and releases any and all liens, rights of lien, claims, rights or charges of any nature whatsoever, that may have arisen or may arise in the future by virtue of all labor, materials and services performed and supplied by Contractor or its Subcontractors on the Project in connection with the Agreement, including any and all mechanic's or materialmen's liens, which it may have or claim against the Owner, the Site or the Project and any and all structures, buildings, and other improvements located thereon arising under any law of the state where the Site is situated.
- 2) Contractor certifies and warrants that all payments for labor, materials and services performed and supplied to the Project have been made to:
 - (A) All of its Subcontractors of every tier including:
and:
 - (B) For all labor, materials and services performed, used and supplied in, to and in connections with Subcontractor's Work on the Project.
- 3) CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER, THEIR AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, WITNESS FEES (INCLUDING EXPERTS AND CONSULTANTS), OR OTHER DISPUTE RESOLUTION COSTS, ON ACCOUNT OF LIENS, CLAIMS OF LIEN, ENCUMBRANCE, DEBT, OR OBLIGATIONS ASSERTED BY ANY PERSON WHATSOEVER IN CONNECTION WITH CONTRACTOR FOR ANY LABOR PERFORMED OR MATERIALS SUPPLIED BY OR THROUGH SUBCONTRACTOR TO THE PROJECT OR IN ANY OTHER WAY ARISING OUT OF THE PROJECT.

All capitalized terms used in this instrument and not otherwise defined herein shall have the definition ascribed to such terms in the Agreement.

EXECUTED THIS 15th day of NOVEMBER 2007.

CONTRACTOR: MCALLEN CONSTRUCTION, INC.
COMPANY NAME

By: [Signature]
Signature of Officer, Partner or Owner

Printed Name: LEO GONZALEZ
Title: CONTROLLER

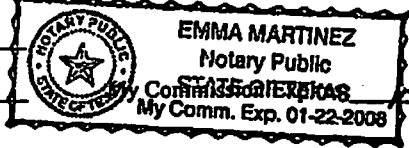
STATE OF Texas

COUNTY OF Hidalgo

On this 15 day of November, 2007 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the individual who signed the foregoing Final Waiver and Release of Liens, Affidavit of Bills Paid and Indemnification, being personally known to me, and acknowledge that he or she executed the foregoing instrument for the uses, purposes, and consideration therein expressed, and that the execution of the Instrument was the free and voluntary act and deed of the CONTRACTOR named and further certified, and that if CONTRACTOR is a Corporation, it appeared by the officer who signed on its behalf, and such officer to me acknowledged that the execution was based on authority duly granted.

IN WITNESS WHEREOF, I have hereon set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public in and for The State of Texas



22-08

**MATERIAL SUPPLIERS
HIDALGO COUNTY, PCT 2**

VENDOR	MATERIAL SUPPLIED
ON THE JOB CONCRETE	CONCRETE
RIO GRANDE STEEL	RE-BAR
UPPER VALLEY MATERIAL	1' AGGREGATE
VALLEY CALICHE	SAND, CALICHE, HMAC

AI-6743

16.D.1.

**Change Order No. 1 for CRC Design Consultant
CC REGULAR**

Date: 12/05/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Requesting approval of Change Order No. 1 (decrease) in connection with the "Construction of the New Offices for Precinct No. 4" in the amount of \$43,700.00 from contracted vendor, CRC Design Consultant, and as recommended by project architect, VA Architecture, with authority for County Judge to execute document.

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:

Amount available for PO #592783 is \$687,000.00 as of 11-29-07 for CRC Design Consultants.

Attachments

Link: [Change Order No. 1](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 07:09 AM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:22 AM	APRV
3	Ivan Cantu	Ivan Cantu	11/29/2007 09:51 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Rocio Villarreal			Started On: 11/28/2007 10:43 AM	
Final Approval Date: 11/30/2007				



AIA Document G701™ - 2001

Change Order

PROJECT (Name and address): Construction of New Offices for Hidalgo County Pct. 4	CHANGE ORDER NUMBER: 001 DATE: November 27, 2007	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Carlo R. Cantú dba CRC Design Consultants 2016 S. 45th Street McAllen, Texas 7850	ARCHITECT'S PROJECT NUMBER: 07-1002 CONTRACT DATE: August 15, 2007 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

PROVIDE CREDITS FOR THE FOLLOWING MODIFICATIONS:

1. Delete landscaping (\$12,000.00)
2. Provide CMU stucco in lieu of Glazed CMU @ entrance (\$15,000.00)
3. Install galvalume roof finish in lieu of color (\$3,500.00)
4. Floor Tile Modification to owner selected (\$3,000.00)
5. Change specified drinking fountains (2) (\$1,600.00)
6. Delete projection screens (\$2,500.00)
7. Restroom floor and wall tile to owner selected (\$1,500.00)
8. Aluminum window modification (\$500.00)
9. Delete shelving @ east wall of Rm. 117; 10. Delete door & cabinet hardware at upper shelves of Rm. 117; 11. Delete shelving unit at Rm. 119. (\$1,524.00)
12. Delete sidewalks around building except at Entrance (\$2,576.00)

TOTAL CHANGE ORDER DEDUCT AMOUNT (\$43,700.00)

ATTACHMENTS:

Copy of fax cover to Pct. 4 from V.A Architecture dated 11/14/07 (1p)+Proposal from CRC Design Consultants dated 11/7/07 (2pp)

The original Contract Sum was	\$ <u>687,000.00</u>
The net change by previously authorized Change Orders	\$ <u>0.00</u>
The Contract Sum prior to this Change Order was	\$ <u>687,000.00</u>
The Contract Sum will be decreased by this Change Order in the amount of	\$ <u>43,700.00</u>
The new Contract Sum including this Change Order will be	\$ <u>643,300.00</u>

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 8, 2008

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Reynaldo Vargas, Architect, Inc. dba V-A
Architecture
ARCHITECT (Firm name)

2029 Industrial Drive, McAllen, Tx 78504
ADDRESS

BY (Signature)

Reynaldo Vargas, A.I.A.
(Typed name)

DATE

Carlo R. Cantú dba CRC Design
Consultants
CONTRACTOR (Firm name)

2016 S. 45th Street, McAllen, Texas 7850
ADDRESS

BY (Signature)

Carlo Cantú
(Typed name)

DATE

Hidalgo County

OWNER (Firm name)

100 E. Cano, Edinburg, Texas 78539
ADDRESS

BY (Signature)

Hon. J.D. Salinas, Hidalgo County Judge
(Typed name)

DATE

AI-6789

16.D.2.

**VA Architecture Payment No. 7 for the New Offices of Pct 4
CC REGULAR**

Date: 12/05/2007

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Approval of Request for Payment No. 6 in the amount of \$1,275.85 and Payment No. 7 in the amount of \$1,275.85, from V-A Architecture, contracted architect for "New Offices for Hidalgo County Pct. 4." C-07-033-04-17

BACKGROUND

C-07-033-04-17 Payment No. 6 & 7

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1301-419-40-124-034-0-720

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

PO 583868 has \$9,036.66 available balance as of 11/29/07 to pay the pending Invoices.

Attachments

Link: [Payment No. 6](#)

Link: [Payment No. 7](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 07:31 AM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:44 AM	APRV
3	Manuel Chapa	Manuel Chapa	11/29/2007 03:50 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Rocio Villarreal
Started On: 11/28/2007 04:52 PM

Final Approval Date: 11/30/2007

V·A Architecture

REQUEST FOR PAYMENT NO: Six

Project Name: New Offices for Hidalgo County Pct. #4
Edinburg, Texas

No. 07-1002

Architeturual Firm: V-A Architecture

PO #583868

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Contract Amount	\$ 719,000.00	Arch % Rate:	6.5%	Amt.	\$46,735.00
		<i>Minus Alternate No. 1 Construction Administration Phase Fee¹</i>			<i>(\$416.00)</i>
		Maximum Contract Amount			\$46,319.00
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Design					
A/E Fee 15%	\$ 7,010.25	100%	\$ 7,010.25	7,010.25	\$ 0.00
Design Development					
A/E Fee 20%	\$ 9,347.00	100%	\$ 9,347.00	9,347.00	\$ 0.00
Constr. Doc. Phase					
A/E Fee 40%	\$ 18,694.00	100%	\$ 18,694.00	18,694.00	\$ 0.00
Bidding Phase					
A/E Fee 5%	\$ 2,336.75	100%	\$ 2,336.75	2,336.75	\$ 0.00
<i>Orig. Construction Adm. A/E Fee: 20%</i>	\$ 9,347.00				
<i>Minus Alt. #1 Constr. Adm. Fee</i>	\$ (416.00)				
New Construction Administration Fee OCT 07	\$ 8,931.00	14%	\$ 1,275.85	0.00	\$ 1,275.85
Reimbursables	\$ 0.00	0%	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS	\$ 46,319.00		\$ 38,663.85	\$ 37,388.00	\$ 1,275.85
Total Amount This Request					\$ 1,275.85

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

VA Architecture
Architect

October 29, 2007
Date

Reynaldo Vargas, A.I.A.

¹ Alternate No. 1: Emergency Generator with Automatic Transfer Switch in the amount of \$32,000 was designed but not awarded. Therefore, \$32,000.00 x 6.5% (A/E Rate) x 20% (Construction Adm. Phase Only) which equals, (\$416.00), is being deleted from the Construction Administration Fee.

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

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

V·A Architecture

REQUEST FOR PAYMENT NO: Seven

Project Name: New Offices for Hidalgo County Pct. #4
Edinburg, Texas

No. 07-1002

Architeturual Firm: V-A Architecture

PO #583868

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Contract Amount	\$ 719,000.00	Arch % Rate:	6.5%	Amt.	\$46,735.00
<i>Minus Alternate No. 1 Construction Administration Phase Fee¹</i>					
Maximum Contract Amount					\$46,319.00
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Design A/E Fee 15%	\$ 7,010.25	100%	\$ 7,010.25	7,010.25	\$ 0.00
Design Development A/E Fee 20%	\$ 9,347.00	100%	\$ 9,347.00	9,347.00	\$ 0.00
Constr. Doc. Phase A/E Fee 40%	\$ 18,694.00	100%	\$ 18,694.00	18,694.00	\$ 0.00
Bidding Phase A/E Fee 5%	\$ 2,336.75	100%	\$ 2,336.75	2,336.75	\$ 0.00
<i>Orig. Construction Adm. A/E Fee: 20%</i>	\$ 9,347.00				
<i>Minus Alt. #1 Constr. Adm. Fee</i>	\$ (416.00)				
New Construction Administration Fee NOV 07	\$ 8,931.00	29%	\$ 2,551.70	1,275.85	\$ 1,275.85
Reimbursables	\$ 0.00	0%	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS	\$ 46,319.00		\$ 39,939.70	\$ 38,663.85	\$ 1,275.85
Total Amount This Request					\$ 1,275.85

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

VA Architecture November 28, 2007
Architect Date

Reynaldo Vargas, A.I.A.

¹ Alternate No. 1: Emergency Generator with Automatic Transfer Switch in the amount of \$32,000 was designed but not awarded. Therefore, \$32,000.00 x 6.5% (A/E Rate) x 20% (Construction Adm. Phase Only) which equals, (\$416.00), is being deleted from the Construction Administration Fee.

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

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

AI-6777

16.E.1.

Lockheed Martin (Software)

CC REGULAR

Date: 12/05/2007

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

A. Requesting exception from "Order" by CC on 10-12-07 as to deadline for submission of requisitions for major purchases so as to permit IT to acquire software and user licenses and other computer related peripherals with assurances from department that said software, user licenses and/or other peripherals or services will be acquired, installed, activated and/or completed before 12-31-07;

B. Presentation for discussion, consideration and approval to accept a proposal received through the Lockheed Martin Desktop Solutions, Inc. awarded vendor under our membership/participation in Texas Procurement & Support Services, TXMAS contract #7-700180 for the purchase of software, user licenses, peripherals and services in an amount not to exceed \$33,885.10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-747

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available for pending requisition # 122310 as of 11/29/07.

Attachments

Link: [Software \(Lockheed Martin\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 07:31 AM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:38 AM	APRV
3	Dale Kennan	Dale Kennan	11/29/2007 01:39 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Matilde Faz			Started On: 11/28/2007 04:13 PM	
Final Approval Date: 11/30/2007				

Requisition

Req # 00122310

PO #

Date: 11/28/07

*Regular
6777
12/5/07*

Bill To: x
x

Vendor: 341053
LOCKHEED MARTIN DESKTOP SOLUTIONS, I
2700 PROSPERITY AVE.
STERLING VA 22031
FAX (703)206-9889

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

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COUNTY WIDE QUOTE #:GK11012007 HL-HCT-20 Period of Performance: 12/1/07 to 12/31/07 Texas Multiple Award Schedule (TXMAS-7-700180) DO NOT DUPLICATE ORDER		
20	EACH	GSA-U-IQENT Intranet Quorum Enterprise: Business Process Management with People, Correspondence, Workflow, Events, Security, and Internet Management Suite	1,196.00	23,920.00
20	EACH	OM-U-OASFU Oracle Applicaton Specific Full Use Standard Edition Named User Licenses	200.00	4,000.00
40	EACH	GSA-OM-OPI IQ Outlook Plug-In	50.00	2,000.00
30	EACH	IQ Outlook Plug-In		
		GSA-H-INS Installation	132.17	3,965.10
		Account No _____	<u>Encumbrance</u>	
		7-1100-415-00-200-002-0-747	33,885.10	
			Freight	.00
			Total	33,885.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

**Rough Order of Magnitude (ROM)
Proposal for
Hidalgo County, Texas
Information Technology Department
Quote #: GK11012007HL-HCT-20
November 16, 2007**

Period of Performance: 12/1/07 to 12/31/07

BED 122310

Part	Item Description	Note	Quantity	Unit	Price
Software					
GSA-U-IQENT	Intranet Quorum Enterprise: Business Process Management with People, Correspondence, Workflow, Events, Security, and Internet Management Suite		20	\$ 1,196.00	\$ 23,920.00 ✓
OM-U-OASFU	Oracle Applicaton Specific Full Use Standard Edition Named User Licenses	4	20	\$ 200.00	\$ 4,000.00 ✓
GSA-OM-OPI	IQ Outlook Plug-In	4	40	\$ 50.00	\$ 2,000.00 ✓
Sub-Total					\$ 29,920.00
Labor					
GSA-H-INS	Installation	1,2,3,5	30	\$ 132.17	\$ 3,965.10 ✓
Sub-Total					\$ 3,965.10
Grand Total					\$ 33,885.10

Notes:

1. Estimate Only. Actual time will be billed.
2. All travel and expenses will be billed using Federal Travel Guidelines.
3. This Time and Material service is offered using an hourly rate.
4. Open Market Item.
5. Installation for scanning process, release 3.5b, and setting up Calendar Event workflow will be done remotely.

General:

- a. All pricing subject to the terms and conditions of the Lockheed Martin Desktop Solutions, Inc. GSA Federal Supply Schedule (GS-35-0636K) and Texas Multiple Award Schedule (TXMAS-7-700180).
- b. Pricing valid for 30 days from date of this offer.
- c. Please reference quote number on any subsequent purchase order.

AI-6813

16.E.2.

**Authority to Purchase Software & Related Items
CC REGULAR**

Date: 12/05/2007

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase software, additional user licenses, maintenance & support services through the County's membership/participation with the State of Texas' Dept. of Information Resources-DIR awarded vendor Carahsoft Technology Corporation under DIR-SDD-587 contract through requisition #00122362 in an amount not to exceed \$43,117.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-00-200-002-0-747

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in pending requisition #122362 is \$43,117.00 dated 11-29-07.
Remaining acct. balance as of 11/30/07 \$4,438.41

Attachments

Link: [Software Purchase](#)

Link: [Software Purchase Part II](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	11/29/2007 05:31 PM	APRV
2	Budget & Management	Dina Trevino	11/30/2007 08:08 AM	APRV
3	Manuel Chapa	Manuel Chapa	11/30/2007 09:54 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Marty Salazar			Started On: 11/29/2007 02:22 PM	
Final Approval Date: 11/30/2007				

Requisition

Req # 00122362

PO #

Date: 11/29/07

Bill To: x
x

Vendor: 349135
CARAHSOFT TECHNOLOGY CORPORATION
12369 SUNRISE VALLEY DRIVE, STE D-2
RESTON VA 20191

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

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-587

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COUNTY WIDE DIR-SDD-587 QUOTE# 428608 QUOTE EXPIRES 12/12/07 DO NOT DUPLICATE ORDER		
5	EACH	BMC Service Desk Express Suite perpetual license per concurrent User: Includes features for incident management, e-mail and paging intergration, asset mgt. purchasing, reporting, knowledge mgt, self service, crisis mgt service level management; BMC; LPN]	2,450.00	12,250.00
5	EACH	BMC Service Desk Express Suite Fast Track Support 321 days-Per concurrent user. Includes features for incident Mgt, e-mail and paging intergration, asset mgt, purchasing, reporting, knowledge mgt, self service, crisis mgt and service level management.; BMC;	555.00	2,775.00
600	EACH	BMC Configuration Manager Express Perpetual/Priced per node; BMC;LPT 38.0.0.00	30.00	18,000.00
600	EACH	BMC Configuration Manager Express Fast Track Maintenance- 12 hours a day, 5 days a week. Includes: all upgrades, updates, and unlimited Mon-Fri Phone Support. Progressive provides 1st line support, BMC provides 2ND Line. POP: 12/01/07-09/30/08; BMC;	6.00	3,600.00
12	EACH	BMC Foundation Discovery - 50 Pk Sold in 50 Packs of assets Perpetual; BMC; Foundation	450.00	5,400.00
12	EACH	BMC Foundation Discovery Fast Track Maintenance- 12 hours a day, 5 days a week. Includes: all upgrades updates, and unlimited Mon-Fri Phone Support. Progressive provides 1st line support. BMC provides 2nd line. POP 12/01/07-09/30/08; BMC FOUNDATION	91.00	1,092.00
		<u>Account No</u>	<u>Encumbrance</u>	
		7-1100-415-00-200-002-0-747	43,117.00	
			Freight	.00
			Total	43,117.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

carahsoft

REQ. 122362

Mike Robledo
Hidalgo County
100 North Clossner Blvd Hidalgo County Courthouse
Edinburg TX 78540

Jennifer Lohmann
Carahsoft Technology Corp.
12369 Sunrise Valley Drive
Suite D2
Reston, VA 20191

mike@co.hidalgo.tx.us
(956) 318-2151

jennifer.lohmann@carahsoft.com
(703) 871-8592 (703) 871-8505

428608
11/12/07
12/12/07

\$43,117.00
GROUND

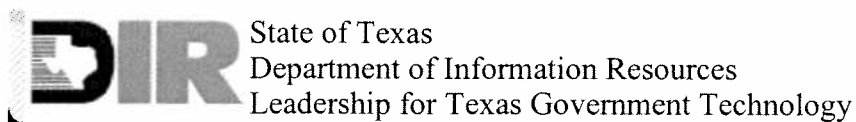
\$43,117.00

1	LPN17.0 0.00 PERPETUAL	BMC Service Desk Express Suite perpetual license per concurrent User. Includes features for incident management, e-mail and paging integration, asset mgt, purchasing, reporting, knowledge mgt, self service, crisis mgt service level management; BMC; LPN1	\$3,500.00	\$2,450.00	-	5	\$12,250.00 ✓
2	LPN17.0 0.00 FAST TRACK SUPPORT	BMC Service Desk Express Suite Fast Track Support 321 days- Per concurrent user. Includes features for incident Mgt, e-mail and paging integration, asset mgt, purchasing, reporting, knowledge mgt, self service, crisis mgt and service level management.; BMC;	\$555.00	\$555.00	-	5	\$2,775.00 ✓
3	LPT38.0 0.00	BMC Configuration Manager Express Perpetual/ Priced per node; BMC; LPT38.0 0.00	\$40.00	\$30.00	-	600	\$18,000.00 ✓
4	LPN23.0 0.00	BMC Configuration Manager Express Fast Track Maintenance- 12 hours a day, 5 days a week. Includes: all upgrades, updates, and unlimited Mon-Fri Phone Support. Progressive provides 1st line support, BMC provides 2nd line. POP: 12/01/07-09/30/08, BMC;	\$6.00	\$6.00	-	600	\$3,600.00 ✓
5	FOUNDATION	BMC Foundation Discovery - 50 Pk Sold in 50 Packs of assets Perpetual. BMC, Foundation	\$600.00	\$450.00	-	12	\$5,400.00 ✓
6	FOUNDATION MAINTENANCE	BMC Foundation Discovery Fast Track Maintenance- 12 hours a day, 5 days a week. Includes: all upgrades, updates, and unlimited Mon-Fri Phone Support. Progressive provides 1st line support, BMC provides 2nd line. POP: 12/01/07-09/30/08, BMC; Foundation	\$91.00	\$91.00	-	12	\$1,092.00 ✓

\$43,117.00

\$43,117.00

428608
11/12/07
12/12/07



[DIR Home](#) | [Store](#) | [Document Library](#) | [Education & Training](#) | [DIR Overview](#) | [Site Map](#)

DIR Store - Products and Services

- [Buyer Alerts](#)
- [Overview](#)
- [Go DIRECT Program](#)
- [Customer Eligibility](#)
- [Customer FAQs](#)
- [Vendor FAQs](#)

Go DIRECT

for BMC Software

Carahsoft Technology Corporation, Vendor ID 152-218-9693-700, offers BMC Software to Texas governmental and public educational entities at discounted prices through DIR's Go DIRECT Program.

Related Information

- [Current Contracting Initiatives](#)

Available Software

- [BMC Software](#)

Product and Pricing Information

- For product and pricing information, visit the [Carahsoft Technology Corporation website](#) or call 703-871-8501.

Search DIR

[Advanced Search](#)

How to Order

- Generate a purchase order, made payable to **Carahsoft Technology Corporation**
Note: You must reference **Contract Number DIR-SDD-587** on your purchase order.
- Fax your purchase order to Carahsoft Technology Corporation at **703-871-8505**.

Contract Information

To access PDF files, use the free Adobe Acrobat Reader.

[Contract DIR-SDD-587 expires 8/16/2008 \(37 KB\)](#)
[Appendix A, Standard Terms and Conditions \(166 KB\)](#)
[Appendix B, HUB Subcontracting Plan \(80 KB\)](#)
[Appendix C, Software License Agreement \(88 KB\)](#)
[Appendix D, Services Agreement \(33 KB\)](#)

Contacts

Product Information
Jennifer Lohman

DIR Customer Service

Contract Information
Denny Ross

Phone: 703-871-8592 Phone: 800-464-1215 Phone: 512-936-2353
Fax: 703-871-8505 or
512-305-9713



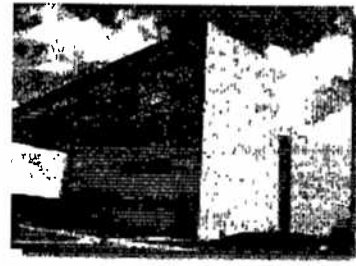
Department of Information Resources
300 West 15th St., Suite 1300
Austin, TX 78701 (Map & Directions)
1-512-475-4700

Privacy & Security Policy
Accessibility | Open Records Policy
Link Policy | Compact with Texans
DIR Contacts | dirinfo@dir.state.tx.us

Last updated August 24, 2007

County of Hidalgo

Information Technology Department
100 N. Closner Blvd.
Edinburg, TX 78539
956-292-7010
www.co.hidalgo.tx.us

Texas

Date: 11/29/07

Time:

To: Attn: ELENA

Fax #: (956) 292-7612

Company: Purchasing

3

Total Pages:

From: Edna Kirby

Fax: (956) 318-2152

Regarding:

**Comments: If you have any questions please call me at (956)
292-7010 ext. 6017**

e-mail address edna.kirby@co.hidalgo.tx.us

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

12369 SUNRISE VALLEY DRIVE | SUITE D2 | RESTON, VIRGINIA 20191
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft

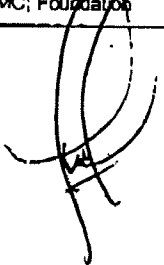
REQ. 122362

TO: Mike Robledo Hidalgo County 100 North Closser Blvd Hidalgo County Courthouse Edinburg TX 78540	FROM: Jennifer Lohmann Carahsoft Technology Corp. 12369 Sunrise Valley Drive Suite D2 Reston, VA 20191
EMAIL: mike@co.hidalgo.tx.us PHONE: (956) 318-2151 FAX:	EMAIL: jennifer.lohmann@carahsoft.com PHONE: (703) 871-8592 FAX: (703) 871-8505

TERMS: DIR Contract No. DIR-SDD-587 Expiration: August 16, 2008 FTIN: 52-2189693 Shipping Point: FOB Destination Credit Cards: VISA/MasterCard/AMEX Remit To: Same as Above Payment Terms: Net 30 (On Approved Credit) CISV No: 1522189693700 Business Size: Small	QUOTE NO: 428608 QUOTE DATE: 11/12/07 QUOTE EXPIRES: 12/12/07 RFQ NO:
	TOTAL PRICE: \$43,117.00 SHIPPING CHARGES: GROUND TOTAL QUOTE: \$43,117.00

LINE NO	PART NO	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	LPN17.0.0.00 PERPETUAL	BMC Service Desk Express Suite perpetual license per concurrent user. Includes features for incident management, e-mail and paging integration, asset mgt, purchasing, reporting, knowledge mgt, self service, crisis mgt service level management; BMC; LPN1	\$3,500.00	\$2,450.00	5	\$12,250.00 ✓
2	LPN17.0.0.00 FAST TRACK SUPPOR	BMC Service Desk Express Suite Fast Track Support 321 days- Per concurrent user. Includes features for Incident Mgt, e-mail and paging integration, asset mgt, purchasing, reporting, knowledge mgt, self service, crisis mgt and service level management; BMC;	\$555.00	\$555.00	5	\$2,775.00 ✓
3	LPT38.0.0.00	BMC Configuration Manager Express Perpetual/ Priced per node; BMC; LPT38.0.0.00	\$40.00	\$30.00	600	\$18,000.00 ✓
4	LPN23.0.0.00	BMC Configuration Manager Express Fast Track Maintenance- 12 hours a day, 5 days a week. Includes: all upgrades, updates, and unlimited Mon-Fri Phone Support. Progressive provides 1st line support, BMC provides 2nd line. POP: 12/01/07-09/30/08 ; BMC;	\$6.00	\$6.00	600	\$3,600.00 ✓
5	FOUNDATION	BMC Foundation Discovery - 50 Pk Sold in 50 Packs of assets Perpetual; BMC; Foundation	\$800.00	\$450.00	12	\$5,400.00 ✓
6	FOUNDATION MAINTENANCE	BMC Foundation Discovery Fast Track Maintenance- 12 hours a day, 5 days a week. Includes: all upgrades, updates, and unlimited Mon-Fri Phone Support. Progressive provides 1st line support, BMC provides 2nd line. POP: 12/01/07-09/30/08; BMC; Foundation	\$91.00	\$91.00	12	\$1,092.00 ✓

TOTAL PRICE	\$43,117.00
SHIPPING CHARGES	
TOTAL QUOTE:	\$43,117.00



AI-6759

16.F.1.

**Purchase of Three (3) Vehicles for Health Dept.
CC REGULAR**

Date: 12/05/2007

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Requesting authorization to reject the sole bid received for the purchase of vehicle(s) inasmuch as submitted pricing is over the projected amount that department budgeted or desires to expend.

BACKGROUND

Refer to attachment as submitted by Eddie Olivarez, Cheif Administrative Officer

Fiscal Impact

Attachments

Link: [#07-409](#)

Link: [Tab Sheet](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 09:13 AM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:31 AM	APRV
3	Rey Salazar	Rey Salazar	11/29/2007 02:35 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Oscar Garza Started On: 11/28/2007 02:57 PM

Final Approval Date: 11/30/2007

Oscar,

In reviewing the bid submitted for the purchase of the vehicles, I feel that the price submitted were to high. In fact the dealer advertises their price lower than they bid. We will wait until the new year and buy through buy board.

**Eduardo Olivarez
Hidalgo County Health & Human Services
Chief Administrative Offcier
1304 South 25th Street
Edinburg, Texas 78539
956-383-8858 Office
eddie.olivarez@hchd.org**

-----Original Message-----

From: Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
Sent: Tuesday, November 20, 2007 4:48 PM
To: Eduardo Olivares; Eduardo Olivares
Subject: Bid Packet #07-409-11-07-OGG

As per our previous conversation the only bidder was Bert Ogden and you felt that the bid was over priced. Can you please send me a formal notice from your office as to the action the Health Dept. wants to take so that I can also put closer to this request.

Should you have any questions, please let me know.

Thank you,

Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY-HEALTH DEPARTMENT

BID OPENING DATE: NOVEMBER 07, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: HIDALGO COUNTY-HEALTH DEPARTMENT

RFB NO: 07-409-11-07 OGG "TWO (2) NEW 2008 4 CYL. AUTOMATIC 5-6 PASSENGER VEHICLES AND ONE (1) NEW 2008 REGULAR CAB ½ TON PU

BID NO: 07-409-11-07-OGG

PROCUREMENT SPECIALIST:
OSCAR GARZA

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	BERT OGDEN CHEV.		64,953.97	
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

RFB-RFP-RFQ

BID OPENING DATE: NOVEMBER 07, 2007 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY-HEALTH DEPARTMENT
RFB NO: 07-409-11-07 OGG "TWO (2) NEW 2008 4 CYL. AUTOMATIC 5-6 PASSENGER
VEHICLES AND ONE (1) NEW 2008 REGULAR CAB ½ TON PU
BID NO.: 07-409-11-07-OGG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. BERT OGDEON MOTORS	EM & FAX	OGG	11/02/07	1400 E.EXP.83 MISSION, TX 581-1111 FAX: 519-8648
2. HACIENDA FORD	EM & FAX	OGG	11/02/07	3010 W.UNIVERSITY DR. EDINBURG, TX PH: 383-1615 FAX: 380-2826
3. SPIKES FORD	EM & FAX	OGG	11/02/07	805 EXP.83 MISSION, TX PH: 585-1601 FAX: 519-8719
4. CLARK CHEVROLET	EM & FAX	OGG	11/02/07	801 W. BUS 83 MCALLEN, TX PH: 686-5441 FAX: 686-5812
5.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-6723

16.G.1.

**Lease-WIC Clinic-Mercedes
CC REGULAR**

Date: 12/05/2007

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: WIC

Information

CAPTION

Requesting approval to exercise the sixty (60) days (as provided in current contract) with Laura Salinas for a Rental Lease while completing the procurement process.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 07:45 AM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:05 AM	APRV
3	Ivan Cantu	Ivan Cantu	11/29/2007 10:11 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	PEND
Form Started By: Mary Maldonado			Started On: 11/27/2007 02:57 PM	
Final Approval Date: 11/30/2007				

AI-6727

16.H.1.

**Installation of New Carpet at County Court at Law 1,2 and 4
CC REGULAR**

Date: 12/05/2007

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for consideration, discussion and approval of proposal received from Tandus US Inc. through our participation/membership with TXMAS 5-721A060A for the provision of labor and materials as attached hereto for approximately 60 s/y of commercial carpet "color #61507 to be installed at County Court at Law 1,2 and 4 to include but not limited to floor prep. cove base installation and any other accessories/appurtenances as related to complete project #07-435 in an amount not to exceed \$2,607.45.

BACKGROUND

Carpet in hallway of County Court 1,2 and 4 is a public safety hazard and needs to be replaced with new carpet, as recommended by Daniel Flores, B&G Director.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-419-40-220-027-0-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Acct # 7-1336-419-40-220-027-0-431 to be used for proposed project as per B&G. An amount of \$52,040.99 available as of 11/23/07.

Attachments

Link: [Back up](#)

Link: [Quote](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 08:52 AM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:12 AM	APRV
3	Rey Salazar	Rey Salazar	11/29/2007 11:58 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Oscar Garza

Started On: 11/27/2007 03:24 PM

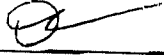
Final Approval Date: 11/30/2007



DANIEL FLORES
Director

BUILDING & GROUNDS
County Of Hidalgo

To: Oscar Garza, Buyer
Purchasing Department

From: Daniel Flores, Director 
Buildings & Grounds Department

Re: Agenda

Date: October 15, 2007

Please be informed the following project needs to be placed on the agenda for authorization to request/accept a proposal from Tandus:

1.) Carpet in the hallway for County Courts at Law No. 1, 2, and 4 ✓ ✓
Account number to be used #7-1336-419-40-220-027-0-431

Thank you for your prompt cooperation with this matter, if in need of additional information please contact me at direct ext. (956) 289-7855.

cc:
Marty Salazar, Purchasing
Valde Guerra, Budget & Management



BUILDING & GROUNDS
 County Of Hidalgo

DANIEL FLORES
 Director

To: Martha Salazar, Purchasing Agent
 Purchasing Dept.

From: Daniel Flores, Director
 Buildings and Grounds

Date: October 30, 2007

Re: County Courts corridor carpet selection

Martha Courts

The following is the carpet selection for the above mentioned project:

Expediton Cliff Shadow 61507X (Xcelerate)
 Acct. # 7-1336-419-40-220-027-0-431

Please contact me if any questions arise regarding this matter at (956) 289-7850.

Cc: Valde Guerra, Commissioners Court Executive Officer



PROJECT PROPOSAL

November 27, 2007

Oscar Garza
 County of Hildago
 100 E. Cano 4th Floor
 Edinburg, TX 78539

FAX: 956-318-2393
 CTRL# JMJ3071

RE: Carpet Proposal for: Hidalgo County - Hallway to Judges Offices

Dear Oscar:

Tandus US, Inc. C & A Floorcovering is pleased to provide the following quotation for the above referenced facility.
" Pricing is per the TXMAS-5-721A060A Contract Schedule based on the GSA -72F-0032P Contract"

SCOPE OF WORK:

Carpet Material - C&A Powerbond SIN 31-303

<i>Style</i>	<i>Color Name</i>	<i>Color #</i>							
Expedition MKI RS (05187)	Cliff Shadow	61507	60	s/y	@	\$	16.90	\$	1,014.00
<i>(When placing order please advise color selection"</i>									

Contract Labor SIN 31-604

Carpet Installation			57	s/y	@	\$	5.25	\$	299.25
Cove Base Installation			120	l/f	@	\$	0.50	\$	60.00

Open Market Labor

Carpet Removal/Disposal			57	s/y	@	\$	3.50	\$	199.50
Floor Prep			57	s/y	@	\$	5.25	\$	299.25
4" Cove Base Material			120	l/f	@	\$	1.47	\$	176.40
Trim Doors			25	ea	@	\$	15.75	\$	393.75
Trip Charge			60	s/y	@	\$	1.85	\$	111.00

Contract Sundries SIN 31-603

Seam Sealer - qt			1	ea	@	\$	9.00	\$	9.00
Seam Cleaner - qt.			1	ea	@	\$	8.50	\$	8.50
C36 primer - 4 gal.			1	ea	@	\$	36.80	\$	36.80
							TOTAL	\$	2,607.45

1. Estimated from: Measurements by Diaz Floors & Interiors

EXCLUSIONS: (Unless specifically listed/included in above quote)

Protection of Existing Floors	Attic Stock	Sales Tax
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Border Carpets	Transitions/Reducers
Cleaning/Waxing of Resilient	Stair Materials	Extensive Floor Preparation
Resilient Flooring	Asbestos Abatement	Furniture/Fixture Moving
Night/Weekend Labor		

TERMS OF PAYMENT: (Subject to Credit Approval)

* All Materials and Labor - Net 30 Days After Invoice

1. Change Orders: Any work not included in the above scope of work will require a signed change order before work can be performed.

2. Term of Quote: Prices given are firm for sixty days from proposal date.

3. Lead Times: Please note that Tandus is a made to order carpet mill and we cannot BEGIN production of any order until we have a signed purchase order, or a FULLY-EXECUTED contract in house.

Note that normal lead times are as follows:

- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, six weeks plus shipping;
- Custom Carpets, eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our product performs properly when installed on floors that are free of DIRT, OIL, PAINT AND EXCESSIVE MOISTURE. Floors that have moisture readings greater than 3.0 lbs. per 1,000 feet in 24 hours will not meet specification and will require further curing time or treatment prior to carpet installation.

Tandus recommends only wet scraping or mechanical removal of all non-water based adhesives.

5. Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither Tandus nor its installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, Tandus' policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. Tandus and its installers consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, Tandus and its installers may require additional measures be taken prior to installation of any Tandus product. These measures may affect the price of this quote. Please contact Tandus Technical Services Department at 800.241.4902 ext. 2129 for more details.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax to 706.259.2638. Please address it to my attention. Should you have any questions, please call me at 800.241.4902 ext 2643 or email jmiller@powerbond.com.

Thank you for considering Tandus.

Sincerely,

Tandus US Inc.

Judi Miller

Judi Miller
Regional Account Coordinator
Source One

CC: Brooks Turner
Wade Pasch
Diaz Floors & Interiors

AI-6700
Standing Item
CC REGULAR

16.I.1.

Date: 12/05/2007
Submitted By: Nielda 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	Budget & Management	Dina Trevino	11/26/2007 03:12 PM	APRV
2	Andres Castro	Andres Castro	11/26/2007 03:34 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Nielda Cavazos
Started On: 11/26/2007 02:32 PM
Final Approval Date: 11/30/2007

**AI-6673
BCAP PRECINCT NO 1
CC REGULAR**

16.J.1.

Date: 12/05/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.1

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of Barbosa Lopez, High Land, El Monte, Bernal, Dimas #1 and Dimas #3. (B.C.A.P. PROJECTS ROUND II) (Project Carried By: TEDSI Infrastructure Group)

BACKGROUND

Funding will be allocated prior to bid awards.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-121-071-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-121-318-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-121-245-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-121-105-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:** 7-1311-431-00-121-865-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR:

ACCT. #: 7-1311-431-00-121-230-1-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [6673](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/21/2007 11:03 AM	APRV
2	Budget & Management	Dina Trevino	11/21/2007 02:20 PM	APRV
3	Rey Salazar	Rey Salazar	11/21/2007 02:55 PM	APRV
4	Auditor's Office	Becky Morales	11/30/2007 11:36 AM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 01:25 PM	APRV

Form Started By: Laura Moya

Started On: 11/20/2007 04:06 PM

Final Approval Date: 11/30/2007

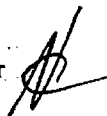


Hidalgo County Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Sylvia Handy, Hidalgo County Precinct 1
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 16 November 2007

Subject: Request Authority to Advertise Border Colonias Access Program projects for
Precinct I

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 4th
December 2007.

Precinct 1 is requesting approval to advertise the following BCAP Round II projects: Barbosa Lopez (CSJ: 2C1080071); High Land (CSJ: 2C1080318); El Monte (CSJ: 2C1080245); Bernal (CSJ: 2C1080105); Dimas #1 (CSJ: 2C1080865) and Dimas #3 (CSJ: 2C1080230). The project engineer is TEDSI Infrastructure Group.

The account numbers: Barbosa Lopez: 7-1311-431-00-121-071-1-733 & 734
High Land: 7-1311-431-00-121-318-1-733 & 734
El Monte: 7-1311-431-00-121-245-1-733 & 734
Bernal: 7-1311-431-00-121-105-1-733 & 734
Dimas #1: 7-1311-431-00-121-865-1-733 & 734
Dimas #3: 7-1311-431-00-121-230-1-733 & 734

Please verify that the account numbers are correct.

If you have any questions, please advice.

Thanks,

memo purchasing agenda item advertise various projects nov07

Laura

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, November 20, 2007 3:30 PM
To: Laura Moya
Cc: John Paul Lugo; Rossana Schettino; dina.trevino@co.hidalgo.tx.us
Subject: Authority to advertise various projects precinct 1

Please place item on agenda as per memo.

Thanks,

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us



Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
7-1311-431-00-121-071-1-312	BARBOSA LOPEZ #1-INDIRECT COS	3,719.14	.00	2,334.17	1,384.97
7-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH	3,857.08	550.83	550.84	2,755.41
7-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF	1,909.42	1,909.42	.00	.00
7-1311-431-00-121-071-1-733	BARBOSA LOPEZ #1-DRAINAGE DIT	41,646.83	.00	.00	41,646.83
7-1311-431-00-121-071-1-734	BARBOSA LOPEZ #1-SUBDIVISION	74,038.81	.00	.00	74,038.81
Totals		125,171.28	2,460.25	2,885.01	119,826.02

Cancel



Account Number	Description	Budget	Pre Encumbrance	Pre Actual	Avail/Rec
			Encumbrance	Actual	
7-1311-431-00-121-318-1-312	HIGH LAND-INDIRECT COST	2,847.98	.00	1,784.81	1,063.17
7-1311-431-00-121-318-1-334	HIGH LAND-ENG & ARCH SRV	2,947.31	422.14	422.14	2,103.03
7-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	1,999.16	1,999.16	.00	.00
7-1311-431-00-121-318-1-733	HIGH LAND-DRAINAGE DITCHES	14,173.56	.00	.00	14,173.56
7-1311-431-00-121-318-1-734	HIGH LAND-SUBDIVISION STREETS	74,411.16	.00	.00	74,411.16
Totals		96,379.17	2,421.30	2,206.95	91,750.92

Cancel



Account Number	Description	Budget	Pre Encumbrance	Pre Actual	Avail/Rec
			Encumbrance	Actual	
7-1311-431-00-121-245-1-312	EL MONTE-INDIRECT COST	2,961.25	.00	1,859.47	1,101.78
7-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	3,057.99	437.99	437.99	2,182.01
7-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	2,018.36	2,018.36	.00	.00
7-1311-431-00-121-245-1-733	EL MONTE-DRAINAGE DITCHES	16,544.00	.00	.00	16,544.00
7-1311-431-00-121-245-1-734	EL MONTE-SUBDIVISION STREETS	75,367.12	.00	.00	75,367.12
	Totals	99,948.72	2,456.35	2,297.46	95,194.91

Cancel



Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
7-1311-431-00-121-105-1-312	BERNAL-INDIRECT COST	1,922.96	.00	1,206.00	716.96
7-1311-431-00-121-105-1-334	BERNAL-ENG & ARCH SRV	1,985.14	284.33	284.32	1,416.49
7-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	1,310.60	1,310.60	.00	.00
7-1311-431-00-121-105-1-733	BERNAL-DRAINAGE DITCHES	4,176.56	.00	.00	4,176.56
7-1311-431-00-121-105-1-734	BERNAL-SUBDIVISION STREETS	55,488.64	.00	.00	55,488.64
	Totals	64,883.90	1,594.93	1,490.32	61,798.65

Cancel



Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
7-1311-431-00-121-865-1-312	DIMAS #1-INDIRECT COST	1,876.60	.00	1,181.57	695.03
7-1311-431-00-121-865-1-334	DIMAS #1-ENG & ARCH SRV	1,935.60	277.24	277.24	1,381.12
7-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	1,275.18	1,275.18	.00	.00
7-1311-431-00-121-865-1-733	DIMAS #1-DRAINAGE DITCHES	13,380.84	.00	.00	13,380.84
7-1311-431-00-121-865-1-734	DIMAS #1-SUBDIVISION STREETS	44,796.72	.00	.00	44,796.72
Totals		63,264.94	1,552.42	1,458.81	60,253.71
					Cancel



Account Number	Description	Budget	Pre Encumbrance Encumbrance	Pre Actual Actual	Avail/Rec
7-1311-431-00-121-230-1-312	DIMAS #3-INDIRECT COST	1,952.27	.00	1,222.81	729.46
7-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	2,008.65	287.70	287.70	1,433.25
7-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	1,437.46	1,437.46	.00	.00
7-1311-431-00-121-230-1-733	DIMAS #3-DRAINAGE DITCHES	6,641.07	.00	.00	6,641.07
7-1311-431-00-121-230-1-734	DIMAS #3-SUBDIVISION STREETS	53,732.25	.00	.00	53,732.25
Totals		65,771.70	1,725.16	1,510.51	62,536.03

Cancel

AI-6717
BCAP PRECINCT NO 2
CC REGULAR

16.K.1.

Date: 12/05/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for invoice No 2377 in the amount of \$1,354.80 submitted by R. Gutierrez Engineering for the completion of Design Phase and Construction services for Round II Colonias.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 7-1311-431-00-122-252-0-334

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$ 4,064.40 available in PO # 563459

Attachments

Link: [6717](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 08:29 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:04 AM	APRV
3	Erika Reyna	Erika Reyna	11/29/2007 09:59 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Laura Moya

Started On: 11/27/2007 02:26 PM

Final Approval Date: 11/30/2007

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2377
Friday, November 02, 2007

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.012m Eldora Gardens

Professional Services for the Period: 10/27/2007 to 11/02/2007

Billing Group: 01 Phased Fixed Fee

Contract #: C-CAP-05-012-06-01(WA#1)(PO#563459)

				Billing Fee:		\$6,774.00
Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Design Phase	2,709.60	40.00	100.00	2,709.60	2,709.60	0.00
Schematic Design Phase	2,709.60	40.00	50.00	1,354.80	0.00	1,354.80
Construction Phase	1,354.80	20.00	0.00	0.00	0.00	0.00
			Total Phases:			\$1,354.80
			Phase Billing Totals:			\$1,354.80

563459
7-1311-431-00-122-252-0-334
Req. #85355

Billing Group Subtotal: 1,354.80

Project Totals:

***** Total Project Invoice Amount: \$1,354.80**

<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>
Professional Services:	\$1,354.80	\$2,709.60	\$4,064.40
Reimbursable Expenses:	\$0.00	\$0.00	\$0.00
Outside Services:	\$0.00	\$0.00	\$0.00
Other Services and Fees:	\$0.00	\$0.00	\$0.00
Finance Charges:	\$0.00	\$0.00	\$0.00
Taxes:	\$0.00	\$0.00	\$0.00
Totals:	\$1,354.80	\$2,709.60	\$4,064.40

INVOICE RECEIVED BY:

[Signature] ON 11/20/07

GOODS/SERVICES RECEIVED BY:

[Signature] ON 11/02/07

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Preliminary Design Phase 40%	Final Design Phase 40%	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Complete	Engineering Fee Available Balance
M1080253	Eldora/1426	\$ 11,419.83	100%	\$ 4,567.93	\$ 4,567.93	0%	\$ 9,135.86	\$ 9,135.86	\$ -	80%	\$ 2,283.97
M1080568	Primavera I	\$ 16,613.90	100%	\$ 6,645.56	\$ 6,645.56	100%	\$ 16,613.90	\$ 16,613.90	\$ -	100%	\$ -
M1080683	South Fork Estates	\$ 29,325.00	100%	\$ 11,730.00	\$ 11,730.00	0%	\$ 23,460.00	\$ 23,460.00	\$ -	80%	\$ 5,865.00
M1080740	Tiny Acres	\$ 8,320.50	100%	\$ 3,328.20	\$ 1,664.10	0%	\$ 4,992.30	\$ 4,992.30	\$ -	60%	\$ 3,328.20
M1080412	Eldora Gardens	\$ 6,774.00	100%	\$ 2,709.60	\$ 1,354.80	0%	\$ 4,084.40	\$ 2,709.60	\$ 1,354.80	60%	\$ 2,709.60
M1080365	Las Haciendas	\$ 16,998.30	100%	\$ 6,799.32	\$ 6,799.32	0%	\$ 13,598.64	\$ 13,598.64	\$ -	80%	\$ 3,399.66
M1080365	LJ #1	\$ 25,272.40	100%	\$ 10,108.96	\$ 10,108.96	100%	\$ 25,272.40	\$ 25,272.40	\$ -	100%	\$ -
M1080693	South Side Village	\$ 4,518.50	100%	\$ 1,807.40	\$ 1,807.40	0%	\$ 3,614.80	\$ 3,614.80	\$ -	80%	\$ 903.70
M1080620	Roadrunner #2	\$ 34,196.80	100%	\$ 13,678.72	\$ 13,678.72	0%	\$ 27,357.44	\$ 27,357.44	\$ -	80%	\$ 6,839.36
M1080596	Rancho Escondido	\$ 24,147.20	100%	\$ 9,658.88	\$ 9,658.88	0%	\$ 19,317.76	\$ 19,317.76	\$ -	80%	\$ 4,829.44
M1080557	Pentecostal	\$ 9,407.50	100%	\$ 3,763.00	\$ 3,763.00	0%	\$ 7,526.00	\$ 7,526.00	\$ -	80%	\$ 1,881.50
M1080406	Las Brisas	\$ 57,982.80	0%	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ 57,982.80
M1080767	Val Bar	\$ 7,378.00	100%	\$ 2,951.20	\$ 2,951.20	0%	\$ 5,902.40	\$ 5,902.40	\$ -	80%	\$ 1,475.60
M1080494	North Alamo Village	\$ 21,584.10	100%	\$ 8,633.64	\$ 8,633.64	0%	\$ 17,267.28	\$ 17,267.28	\$ -	80%	\$ 4,316.82
M1080503	Northside Village	\$ 10,518.40	100%	\$ 4,207.36	\$ 4,207.36	0%	\$ 8,414.72	\$ 8,414.72	\$ -	80%	\$ 2,103.68
M1080484	Morning Sun	\$ 10,554.00	100%	\$ 4,221.60	\$ 4,221.60	0%	\$ 8,443.20	\$ 8,443.20	\$ -	80%	\$ 2,110.80
M1080240	El Charro	\$ 44,275.50	100%	\$ 17,710.20	\$ 17,710.20	0%	\$ 35,420.40	\$ 35,420.40	\$ -	80%	\$ 8,855.10
M1080199	Country Living Estates	\$ 19,002.00	100%	\$ 7,600.80	\$ 7,600.80	100%	\$ 19,002.00	\$ 19,002.00	\$ -	100%	\$ -
M1080605	Red Barn	\$ 5,315.10	100%	\$ 2,126.04	\$ 1,063.02	0%	\$ 3,189.08	\$ 3,189.08	\$ -	60%	\$ 2,126.04
M1080580	RSW Unit #1	\$ 17,683.40	100%	\$ 7,073.36	\$ 3,536.68	0%	\$ 10,610.04	\$ 10,610.04	\$ -	60%	\$ 7,073.36
		\$ 381,287.23		\$ 129,321.77	\$ 121,703.17		\$ 263,202.60	\$ 261,847.80	\$ 1,354.80		\$ 118,084.63

Project Completion
 Anticipated Completion Date
 Extension
 Date Extension was approved in Court

Project Engineer
 Name (Print)

Signature
 Date
 Colonia Access Program Director
 Date

Ramiro Gutierrez

Ramiro Gutierrez
 11/21/07
Ramiro Gutierrez
 11-21-07

Laura

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Tuesday, November 27, 2007 1:49 PM
To: laura.moya@co.hidalgo.tx.us
Subject: Agenda Item

Laura, if you haven't placed this invoice for R. Gutierrez Engineering invoice #2377 for next Commissioners' Court Agenda meeting 12/05/2007.

Thank you,

Yoli Cisneros, Accounts Payable
Hidalgo County Precinct #2
301 East State
Pharr, Texas 78577
(956) 787-1891
(956) 787-4683 Fax

11/27/2007

Requisition

Req # 00085355

PO # 563459

Date: 02/23/06

Bill To: x
x

Vendor : 234443
R. GUTIERREZ ENGINEERING CORPORATION
130 E. PARK AVE.
PHARR TX 78577
FAX (956)782-2558

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact: PETE VARGAS
956-787-1891

Contract No:

Special Instructions:
REQ. #0006

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		#C-CAP-05-*012-06-01 APPROVED @ CC ON 06/01/2005 WORK AUTHORIZATION APPROVED ON 02/07/2006 DO NOT DUPLICATE ORDER		
1	EACH	COUNTRY LIVING ESTATES	19,002.00	19,002.00
1	EACH	EL CHARRO #2	44,275.50	44,275.50
1	EACH	ELDORA GARDENS	6,774.00	6,774.00
1	EACH	LJ #1	25,272.40	25,272.40
1	EACH	LAS BRISAS	57,982.80	57,982.80
1	EACH	LAS HACIENDAS	16,998.30	16,998.30
1	EACH	MORNING SUN	10,554.00	10,554.00
1	EACH	NORTH ALAMO VILLAGE	21,584.10	21,584.10
1	EACH	NORTH SIDE VILLAGE #2	10,518.40	10,518.40
1	EACH	PENTECOSTAL	9,407.50	9,407.50
1	EACH	PRIMAVERA I	16,613.90	16,613.90
1	EACH	RSW UNIT #1	17,683.40	17,683.40
1	EACH	RANCHO ESCONDIDO	24,147.20	24,147.20
1	EACH	RED BARN	5,315.10	5,315.10
1	EACH	ROADRUNNER #2	34,196.80	34,196.80
1	EACH	SOUTH FORK ESTATES	29,325.00	29,325.00
1	EACH	SOUTH SIDE VILLAGE	4,518.50	4,518.50
1	EACH	TINY ACRES	8,320.50	8,320.50
1	EACH	VAL BAR ESTATES	7,378.00	7,378.00
1		PO PARTIAL LIQ B#5037, DUE TO DIRECT PMT ON 2/6/07		.00
1		DUE TO PO ROLLOVERS, CSJ #683, 412, 503		.00
1		04/09/07 PO INCR B#6003 - OBJ 841	11,419.83	11,419.83
		Account No	<u>Encumbrance</u>	
		7-1311-431-00-122-199-1-334	19,002.00	
		7-1311-431-00-122-240-1-334	44,275.50	
		7-1311-431-00-122-252-0-334	6,774.00	
		7-1311-431-00-122-365-0-334	25,272.40	
		7-1311-431-00-122-406-1-334	57,982.80	

Authorized By: _____

Requisition

Req # 00085355

PO # 563459

Date: 02/23/06

Bill To: x
 x

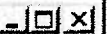
Vendor : 234443
R. GUTIERREZ ENGINEERING CORPORATION
130 E. PARK AVE.
PHARR TX 78577
FAX (956)782-2558

Ship To: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Account No	Encumbrance	
		7-1311-431-00-122-412-0-334	16,998.30	
		7-1311-431-00-122-484-1-334	10,554.00	
		7-1311-431-00-122-494-1-334	21,584.10	
		7-1311-431-00-122-503-1-334	10,518.40	
		7-1311-431-00-122-557-1-334	9,407.50	
		7-1311-431-00-122-568-0-334	16,613.90	
		7-1311-431-00-122-580-1-334	17,683.40	
		7-1311-431-00-122-596-0-334	24,147.20	
		7-1311-431-00-122-605-1-334	5,315.10	
		7-1311-431-00-122-620-0-334	34,196.80	
		7-1311-431-00-122-683-0-334	29,325.00	
		7-1311-431-00-122-693-0-334	4,518.50	
		7-1311-431-00-122-740-0-334	8,320.50	
		7-1311-431-00-122-767-1-334	7,378.00	
			Freight	.00
			Total	381,287.23
		ROUND II ENGINEERING SERVICES FOR CAP PROJECTS		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



PO Number 563459
 PO Date 02-24-2006
 Requisition No 00085355
 Owner YCISNEROS
 PO Type

Vendor No 234443
 Vendor Name R. GUTIERREZ ENGINEERING CORPORATION
 Address 130 E. PARK AVE.
 PHARR, TX 78577

PO Total 381,287.23
 Payment Total 238,749.46

Detail		Header	Payment Info	Journals		
		Quantity				
Line No.	Ordered	Received	Description	Unit Price	Amount	
1	1		COUNTRY LIVING ESTATES	19,002.000	19,002.00	▲
2	1		EL CHARRO #2	44,275.500	44,275.50	
3	1		ELDORA GARDENS	6,774.000	6,774.00	
4	1		LJ #1	25,272.400	25,272.40	
5	1		LAS BRISAS	57,982.800	57,982.80	
6	1		LAS HACIENDAS	16,998.300	16,998.30	
7	1		MORNING SUN	10,554.000	10,554.00	
8	1		NORTH ALAMO VILLAGE	21,584.100	21,584.10	
9	1		NORTH SIDE VILLAGE #2	10,518.400	10,518.40	▼
				Total	381,287.23	
Account Number	Description			Amount	Amount Liq	
7-1311-431-00-122-767-1-334	VAL BAR ESTATES-ENG & ARCH SRV			7,378.00	5,902.40	▲
7-1311-431-00-122-740-0-334	TINY ACRES-ENG & ARCH SRV			8,320.50	4,992.30	
7-1311-431-00-122-693-0-334	SOUTH SIDE VILLAGE-ENG & ARCH SRV			4,518.50	3,614.80	
7-1311-431-00-122-683-0-334	SOUTH FORK ESTATES-ENG & ARCH SRV			29,325.00	23,460.00	
7-1311-431-00-122-620-0-334	ROADRUNNER #2-ENG & ARCH SRV			34,196.80	27,357.44	
7-1311-431-00-122-605-1-334	RED BARN-ENG & ARCH SRV			5,315.10	3,189.06	▼

PO Number 563459 Vendor No 234443
 PO Date 02-24-2006 Vendor Name R. GUTIERREZ ENGINEERING CORPORATION
 Requisition No 00085355 Address 130 E. PARK AVE.
 Owner YCISNEROS PHARR, TX 78577
 PO Type

PO Total 381,287.23
 Payment Total 238,749.46

Detail	Header	Payment Info	Journals		
Quantity					
Line No.	Ordered	Received	Description	Unit Price	Amount
1	1		COUNTRY LIVING ESTATES	19,002.000	19,002.00
2	1		EL CHARRO #2	44,275.500	44,275.50
3	1		ELDORA GARDENS	6,774.000	6,774.00
4	1		LJ #1	25,272.400	25,272.40
5	1		LAS BRISAS	57,982.800	57,982.80
6	1		LAS HACIENDAS	16,998.300	16,998.30
7	1		MORNING SUN	10,554.000	10,554.00
8	1		NORTH ALAMO VILLAGE	21,584.100	21,584.10
9	1		NORTH SIDE VILLAGE #2	10,518.400	10,518.40
				Total	381,287.23
Account Number	Description	Amount	Amount Liq		
7-1311-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	24,147.20	19,317.76		
7-1311-431-00-122-580-1-334	RSW UNIT # 1-ENG & ARCH SRV	17,683.40	10,610.04		
7-1311-431-00-122-568-0-334	PRIMAVERA I-ENG & ARCH SRV	16,613.90	16,613.90		
7-1311-431-00-122-557-1-334	PENTECOSTAL-ENG & ARCH SRV	9,407.50	7,526.00		
7-1311-431-00-122-503-1-334	NORTHSIDE VILLAGE #2-ENG & ARCH SRV	10,518.40	8,414.72		
7-1311-431-00-122-494-1-334	NORTH ALAMO VILLAGE-ENG & ARCH SRV	21,584.10	17,267.28		

PO Number 563459 Vendor No 234443
 PO Date 02-24-2006 Vendor Name R. GUTIERREZ ENGINEERING CORPORATION
 Requisition No 00085355 Address 130 E. PARK AVE.
 Owner YCISNEROS PHARR, TX 78577
 PO Type

PO Total 381,287.23
 Payment Total 238,749.46

Detail		Header	Payment Info	Journals		
		Quantity				
Line No.	Ordered	Received	Description	Unit Price	Amount	
1	1		COUNTRY LIVING ESTATES	19,002.000	19,002.00	▲
2	1		EL CHARRO #2	44,275.500	44,275.50	
3	1		ELDORA GARDENS	6,774.000	6,774.00	
4	1		LJ #1	25,272.400	25,272.40	
5	1		LAS BRISAS	57,982.800	57,982.80	
6	1		LAS HACIENDAS	16,998.300	16,998.30	
7	1		MORNING SUN	10,554.000	10,554.00	
8	1		NORTH ALAMO VILLAGE	21,584.100	21,584.10	
9	1		NORTH SIDE VILLAGE #2	10,518.400	10,518.40	▼
				Total	381,287.23	
Account Number			Description	Amount	Amount Liq	
7-1311-431-00-122-484-1-334			MORNING SUN-ENG & ARCH SRV	10,554.00	8,443.20	▲
7-1311-431-00-122-412-0-334			LAS HACIENDAS-ENG & ARCH SRV	16,998.30	13,598.64	
7-1311-431-00-122-406-1-334			LAS BRISAS-ENG & ARCH SRV	57,982.80	.00	
7-1311-431-00-122-365-0-334			LJ #1-ENG & ARCH SRV	25,272.40	25,272.40	
7-1311-431-00-122-253-0-334			SANTANA SUBD/ELDORA RD-ENG & ARCH SF	11,419.83	9,135.86	
7-1311-431-00-122-252-0-334			ELDORA GARDENS-ENG & ARCH SRV	6,774.00	2,709.60	▼



PO Number 563459 Vendor No 234443
 PO Date 02-24-2006 Vendor Name R. GUTIERREZ ENGINEERING CORPORATION
 Requisition No 00085355 Address 130 E. PARK AVE.
 Owner YCISNEROS PHARR, TX 78577
 PO Type

PO Total 381,287.23
 Payment Total 238,749.46

Detail	Header	Payment Info	Journals		
				Quantity	
Line No.	Ordered	Received	Description	Unit Price	Amount
1	1		COUNTRY LIVING ESTATES	19,002.000	19,002.00
2	1		EL CHARRO #2	44,275.500	44,275.50
3	1		ELDORA GARDENS	6,774.000	6,774.00
4	1		LJ #1	25,272.400	25,272.40
5	1		LAS BRISAS	57,982.800	57,982.80
6	1		LAS HACIENDAS	16,998.300	16,998.30
7	1		MORNING SUN	10,554.000	10,554.00
8	1		NORTH ALAMO VILLAGE	21,584.100	21,584.10
9	1		NORTH SIDE VILLAGE #2	10,518.400	10,518.40
				Total	381,287.23
Account Number	Description	Amount	Amount Lig		
7-1311-431-00-122-406-1-334	LAS BRISAS-ENG & ARCH SRV	57,982.80	.00		
7-1311-431-00-122-365-0-334	LJ #1-ENG & ARCH SRV	25,272.40	25,272.40		
7-1311-431-00-122-253-0-334	SANTANA SUBD/ELDORA RD-ENG & ARCH SF	11,419.83	9,135.86		
7-1311-431-00-122-252-0-334	ELDORA GARDENS-ENG & ARCH SRV	6,774.00	2,709.60		
7-1311-431-00-122-240-1-334	EL CHARRO #2-ENG & ARCH SRV	44,275.50	35,420.40		
7-1311-431-00-122-199-1-334	COUNTRY LIVING ESTATES-ENG & ARCH SRV	19,002.00	19,002.00		

AI-6695
BCAP PRECINCT NO 3
CC REGULAR

16.L.1.

Date: 12/05/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No 4 in the amount of \$40,482.90, from JM Construction, contracted vendor for La Homa Road North Subdivision submitted by project engineer Javier Hinojosa Engineering. C-CAP-07-009-03-13

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-123-384-1-733/734

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$52,354.00 available balance. Ref: P.O. #583287

Attachments

Link: [Back up for 6695](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 07:47 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 07:44 AM	APRV
3	Rey Salazar	Rey Salazar	11/29/2007 08:53 AM	APRV
4	Auditor's Office	Becky Morales	11/30/2007 12:03 PM	APRV
5	Court Administrator	Monica Badillo	11/30/2007 01:26 PM	APRV

Form Started By: Laura Moya

Started On: 11/26/2007 10:34 AM

Final Approval Date: 11/30/2007




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
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director 

DATE: 21 November 2007

Subject: Application for Payment No.4 La Homa Road North Subdivision, Round II
BCAP project CSJ: 2C1080384.

Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 4th
December 2007.

Precinct 3 is requesting court approval to pay Application for Payment No. 4 for the
above-referenced Round II BCAP project in the amount of \$40,482.90. The project
contractor is J.M. Construction and the project engineer is Javier Hinojosa Engineering.

Account number: 7-1311-431-00-123-384-~~0~~733 and 734.

Please verify that the account number and the amount are correct.

If you have any questions, please advice.

Thanks,

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

November 13, 2007

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

**Re: Colonia Access Program Bid No. CAP 07-009-03-07-LRM
(La Homa Road North Subdivision)**

Dear Commissioner Flores,

Attached please find Payment Request No. 4 for the referenced project as submitted by J.M. Construction. This invoice is for work performed through September 13, 2007. The work involved with this invoice consists of construction of all work necessary for placement of the roadway base and other items required prior to installation of the hot mix improvements by the Precinct. We recommend payment of this invoice in the amount of \$40,482.90. A 10 % is being held within the invoice until final acceptance of the project. All test results have been previously submitted on Payment Request No. 3. Also attached is the Contractor's Payroll Statements. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

RECEIVED
NOV 13 2007

S:\Office Documents\JHE2007\LETTERS 2007\Flores-Joe-M-11-13-07.doc

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102

javhin@rgv.rr.com

APPLICATION FOR PAYMENT NO. 4

To: Hidalgo County (OWNER)

From: Juan Mendoza Corporation dba J.M. Construction (CONTRACTOR)

Contract: C-CAP-07-009-03-13

Project: Hidalgo County Precinct No. 3 - Border Colonia Access Program - La Homa Road North Subd.

OWNER'S Contract No. C-CAP-07-009-03-13

For Work Accomplished through the date of: September 13, 2007.

1. Original Contract Price:	<u>\$343,983.10</u> ✓
2. Net Change by Change Orders and Written Amendments (+ or -):	<u>\$ 0.00</u> ✓
3. Current Contract Price (1 and plus 2):	<u>\$343,983.10</u> ✓
4. Total complete and stored to date:	<u>\$336,610.10</u> ✓
5. Retainage (per Agreement):	
<u>10</u> % of completed Work:	<u>\$33,661.01</u> ✓
_____ % of stored material:	<u>\$ _____</u>
Total Retainage:	<u>\$ 33,661.01</u> ✓
6. Total complete and stored to date less retainage (4 minus 5):	<u>\$302,949.09</u> ✓
7. Less previous Application for Payments:	<u>\$262,466.19</u> ✓
8. DUE THIS APPLICATION (6 MINUS 7)	<u>\$ 40,482.90</u> ✓

Accompanying Documentation:

CONTRACTOR'S Certification:

[Handwritten signature] 11.21.07
OK

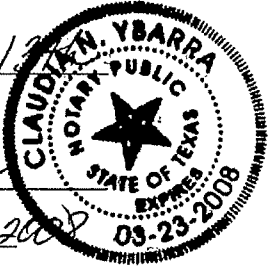
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 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 11/13/07

[Handwritten signature]
By: Juan Mendoza, President
Juan Mendoza Corporation dba J.M. Construction

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 13
day of November, 2007

[Handwritten signature]
Notary Public
My Commission expires: 03-23-2008



INVOICE RECEIVED BY:
[Handwritten signature] ON 11/13/07
GOODS/SERVICES RECEIVED BY:
[Handwritten signature] ON 9/13/07

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11/13/07

[Handwritten signature]
By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

PO Number 583287 Vendor No 255084
 PO Date 04-10-2007 Vendor Name J. M. CONSTRUCTION, INC.
 Requisition No 00107768 Address 3701 JADE STREET
 Owner NCEBALLOS WESLACO, TX 78596
 PO Type

PO Total 343,983.10
 Payment Total 291,629.10

Detail		Header		Payment Info	Journals	
Line No.	Quantity	Ordered	Received	Description	Unit Price	Amount
1	1			La Homa North Subdivision Paving & Drainage Construction (Colonia /	343,983.100	343,983.10
Total						343,983.10
Account Number	Description			Amount	Amount Liq	
7-1311-431-00-123-384-1-734	LA HOMA RD N S/D-SUBDIVISION STREETS			229,453.10	202,969.10	
7-1311-431-00-123-384-1-733	LA HOMA RD N S/D-DRAINAGE DITCHES			114,530.00	88,660.00	

as of 11/26/07

AI-6698
BCAP PRECINCT NO 3
CC REGULAR

16.L.2.

Date: 12/05/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for invoice No 07107 in the amount of \$59,806.37 submitted by Javier Hinojosa Engineering for the completion of Design Phase and Construction services for Round II Colonias.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1311-431-00-123-XXX-X-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$139,557.65 Available PO Balance. Ref P.O. #562661

Attachments

Link: [6698](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/28/2007 07:51 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 07:44 AM	APRV
3	Rey Salazar	Rey Salazar	11/29/2007 10:57 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	PEND

Form Started By: Laura Moya

Started On: 11/26/2007 11:07 AM

Final Approval Date: 11/30/2007

724 N. Breyfogle Rd. Mission, TX 78572
(956) 205-7000
Fax (956) 205-7009



Fax

To: Laura Moya, BCAP
Hidalgo County Purchasing Dept.

From: Norma G. Ceballos
Hidalgo County Precinct #3

Fax: (956)318-2629 **Pages:** 3

Phone: **Date:** November 19, 2007

Re: Invoice for CC approval **CC:**
Javier Hinojosa Engineering

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Javier Hinojosa Engineering
 416 E. Dove Avenue
 McAllen, TX 78504
 956/668-1588 Fax: 956/994-8102

Invoice No. 07107

562 661

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: October 23, 2007 Project Name: Border Colonia Access Program Round II Colonias

Description
<p>P.O. #562661</p> <p>Request For Payment No. 3- Round II Colonias</p> <p>Engineering services rendered for completion of Preliminary Phase and towards completion of Design Phase the and Construction services for Round II Colonias related to the Border Colonia Access Program:</p> <p style="text-align: center;">See Attached Schedule</p> <div style="text-align: right; margin-top: 20px;"> <p>PAID RECEIVED BY: _____ on _____</p> <p>GOODS/SERVICES RECEIVED BY: _____ on _____</p> <p>7-1311-431-123-</p> </div>

Contract Amount:	\$319,291.33
Amount To Date	\$239,545.43
Amount Paid To Date	\$179,739.09
Amount Due This Invoice:	\$59,806.34

Office Use Only

We Appreciate Your Business.

Hidalgo County
 Border Colonia Access Program Round II
 Javier Hinojosa Engineering
 Schedule of Work To Date
 Payment Request No. 3

Work Authorization Number 1
 Schedule of Values

CSJ	Description	Total Fee	Preliminary Engineering & Design Phase Up to 80%	Construction Phase 81-100%	Total This Invoice	Previous Payments	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
C210804221	Amber Land - Amberland Road	\$ 6,585.16	\$ 5,268.13	\$ -	\$ 5,268.13	\$ 2,634.06	\$ 2,634.07	80.00%	\$ 1,317.03
C210807221	Barney Groves - Street A Road	\$ 4,326.86	\$ 3,461.49	\$ -	\$ 3,461.49	\$ 1,730.74	\$ 1,730.75	80.00%	\$ 885.37
C210814121	Casa De Los Vecinos - Drainage	\$ 39,413.00	\$ 31,530.40	\$ -	\$ 31,530.40	\$ 27,588.10	\$ 3,941.30	80.00%	\$ 7,882.60
C210824721	El Paraiso - Drainage	\$ 25,371.50	\$ 17,766.05	\$ 7,811.45	\$ 25,371.50	\$ 17,760.05	\$ 7,611.45	100.00%	\$ -
C210825021	El Sol Subd. #1 - Alaska Street, Ohio Street, & New Mexico Street	\$ 24,323.76	\$ 19,459.01	\$ -	\$ 19,459.01	\$ 17,026.63	\$ 2,432.38	80.00%	\$ 4,884.75
C210825121	El Sol Subd. #2 - Cerdita Blvd., Nevada Street & Montana Street	\$ 30,515.66	\$ 24,412.53	\$ -	\$ 24,412.53	\$ 21,360.96	\$ 3,051.57	80.00%	\$ 6,103.13
C210831221	Havana - 1st Street, 2nd Street & 3rd Street	\$ 9,424.26	\$ 3,769.70	\$ -	\$ 3,769.70	\$ 3,769.70	\$ 0.00	40.00%	\$ 5,654.56
C210835021	Jessan - Unnamed Rd Running (EMV)	\$ 3,440.80	\$ 2,752.64	\$ -	\$ 2,752.64	\$ 1,376.32	\$ 1,376.32	80.00%	\$ 688.16
C210891121	Resub Plan of Jimenez Subd - Jimenez Dr.	\$ 6,431.43	\$ 5,145.14	\$ -	\$ 5,145.14	\$ 2,572.57	\$ 2,572.57	80.00%	\$ 1,286.29
C210883721	Walton - Walton Drive	\$ 5,688.00	\$ 4,558.40	\$ -	\$ 4,558.40	\$ 2,279.20	\$ 2,279.20	80.00%	\$ 1,139.60
C2108015-21	Acosita - East Road (N/S), Center Road (N/S) West Road (N/S) & Road (EMV)	\$ 8,209.76	\$ 3,683.90	\$ -	\$ 3,683.90	\$ 3,683.90	\$ 0.00	40.00%	\$ 5,525.86
C210801421	Acuerdo #4 - Daniel Road, 1st Street, 2nd Street, 3rd Street & 4th Street	\$ 21,895.50	\$ 8,758.20	\$ -	\$ 8,758.20	\$ 8,758.20	\$ -	40.00%	\$ 13,137.30
C210815221	Chufa Vista Acres - J & A Drive Road	\$ 11,431.47	\$ 9,145.18	\$ -	\$ 9,145.18	\$ 4,572.59	\$ 4,572.59	80.00%	\$ 2,286.29
C210826721	Ezequiel Acevedo Jr. - Acevedo Lane	\$ 9,271.36	\$ 7,417.08	\$ -	\$ 7,417.08	\$ 3,708.54	\$ 3,708.55	80.00%	\$ 1,854.27
C210832221	Hilda - Carlos Street & Hilda Street	\$ 20,000.76	\$ 14,000.53	\$ 6,000.23	\$ 20,000.76	\$ 14,000.53	\$ 6,000.23	100.00%	\$ (0.00)
C210832521	Hilda #3 - Paris	\$ 5,819.56	\$ 2,327.82	\$ -	\$ 2,327.82	\$ 2,327.82	\$ 0.00	40.00%	\$ 3,491.74
C210838521	La Homa Road Subd - Ricardo Avenue	\$ 11,473.00	\$ 4,589.20	\$ -	\$ 4,589.20	\$ 4,589.20	\$ -	40.00%	\$ 6,883.80
C210838821	La Homa Road North - Graham Avenue, Gracie Avenue, Cody Avenue, Bartley Street, Barnick Street & Erin Street	\$ 33,783.76	\$ 23,648.63	\$ 10,135.13	\$ 33,783.76	\$ 23,648.63	\$ 10,135.13	100.00%	\$ (0.00)
C210842721	Los Ebanos - Isaac Drive	\$ 6,726.16	\$ 2,691.26	\$ -	\$ 2,691.26	\$ 2,691.26	\$ 0.00	40.00%	\$ 4,036.90
C210848821	Munoz Estates - North Street, South Street, & West Street Roads	\$ 14,748.87	\$ 5,898.75	\$ -	\$ 5,898.75	\$ 5,898.75	\$ (0.00)	40.00%	\$ 8,848.12
C210849821	North Cross Estates - Zinnia Street	\$ 11,217.80	\$ 8,974.24	\$ -	\$ 8,974.24	\$ 4,487.12	\$ 4,487.12	80.00%	\$ 2,243.56
C210878421	Vida Caprt - Royal Drive & King Drive	\$ 8,182.90	\$ 6,546.32	\$ -	\$ 6,546.32	\$ 3,273.16	\$ 3,273.16	80.00%	\$ 1,636.58
		\$ 319,291.33	\$ 215,798.62	\$ 23,748.81	\$ 239,545.43	\$ 179,739.03	\$ 59,806.40		\$ 79,745.90

Project Completion
 Anticipated Completion Date (Design Plans)
 Extension
 Date Extension was approved In Court
Project Engineer:

Name (print) Javier Hinojosa, P.E.

Signature [Signature]
 Date October 24, 2007

Colonia Access Program Director
 Date 11/19/07

PO Number 562661 Vendor No 215791
 PO Date 02-08-2006 Vendor Name JAVIER HINOJOSA ENGINEERING
 Requisition No 00084270 Address 416 EAST DOVE
 Owner NCEBALLOS MCALLEN, TX 78504
 PO Type

PO Total 319,291.33
Payment Total 179,739.05

Detail	Header	Payment Info	Journals		
				Quantity	
Line No.	Ordered	Received	Description	Unit Price	Amount
1	1		Engineering Services, to provide Plans, Specifications, and Estimate (P)	319,291.330	319,291.33
2	1	0	5/26/06 PO LIQ \$22,310.76 FROM (384) B#1006		.00
3	1	0	5/17/07 CSJ 384 (\$33783.76) CJS 385 (11473.00) - CORRECTIONS MA		.00
				Total	319,291.33
Account Number	Description	Amount	Amount Liq		
7-1311-431-00-123-911-0-334	RESUB PLAT JIMENEZ S/D-ENG & ARCH SRV	6,431.43	2,572.57		
7-1311-431-00-123-837-0-334	WALTON S/D-ENG & ARCH SRV	5,698.00	2,279.20		
7-1311-431-00-123-784-1-334	VILLA CAPRI S/D-ENG & ARCH SRV	8,182.90	3,273.16		
7-1311-431-00-123-498-1-334	NORTH CROSS ESTATES-ENG & ARCH SRV	11,217.80	4,487.12		
7-1311-431-00-123-488-1-334	MUNOZ ESTATES-ENG & ARCH SRV	14,746.87	5,898.75		
7-1311-431-00-123-427-1-334	LOS EBANOS S/D-ENG & ARCH SRV	6,728.16	2,691.26		

PO Number 562661 Vendor No 215791
 PO Date 02-08-2006 Vendor Name JAVIER HINOJOSA ENGINEERING
 Requisition No 00084270 Address 416 EAST DOVE
 Owner NCEBALLOS MCALLEN, TX 78504
 PO Type

PO Total 319,291.33
 Payment Total 179,739.05

Detail		Header	Payment Info	Journals		
Line No.	Quantity		Description	Unit Price	Amount	
	Ordered	Received				
1	1		Engineering Services, to provide Plans, Specifications, and Estimate (P	319,291.330	319,291.33	
2	1	0	5/26/06 PO LIQ \$22,310.76 FROM (384) B#1006		.00	
3	1	0	5/17/07 CSJ 384 (\$33783.76) CJS 385 (11473.00) - CORRECTIONS MA		.00	
Total					319,291.33	
Account Number	Description			Amount	Amount Liq	
7-1311-431-00-123-385-1-334	LA HOMA RD S S/D-ENG & ARCH SRV			33,783.76	26,899.96	
7-1311-431-00-123-384-1-334	LA HOMA RD N S/D-ENG & ARCH SRV			11,473.00	1,337.89	
7-1311-431-00-123-350-0-334	JESSAN S/D-ENG & ARCH SRV			3,440.80	1,376.32	
7-1311-431-00-123-325-1-334	HILDA S/D #3-ENG & ARCH SRV			5,819.56	2,327.82	
7-1311-431-00-123-322-1-334	HILDA S/D-ENG & ARCH SRV			20,000.76	14,000.53	
7-1311-431-00-123-312-0-334	HAVANA S/D-ENG & ARCH SRV			9,424.26	3,769.70	

PO Number 562661 Vendor No 215791
 PO Date 02-08-2006 Vendor Name JAVIER HINOJOSA ENGINEERING
 Requisition No 00084270 Address 416 EAST DOVE
 Owner NCEBALLOS MCALLEN, TX 78504
 PO Type

PO Total 319,291.33
 Payment Total 179,739.05

Detail	Header	Payment Info	Journals		
Line No.	Ordered	Received	Description	Unit Price	Amount
1	1		Engineering Services, to provide Plans, Specifications, and Estimate (P)	319,291.330	319,291.33
2	1	0	5/26/06 PO LIQ \$22,310.76 FROM (384) B#1006		.00
3	1	0	5/17/07 CSJ 384 (\$33783.76) CJS 385 (11473.00) - CORRECTIONS MA		.00
				Total	319,291.33
Account Number	Description	Amount	Amount Liq		
7-1311-431-00-123-267-1-334	EZEQUIEL ACEVEDO JR S/D#2-ENG & ARCH S	9,271.36	3,708.54		
7-1311-431-00-123-251-0-334	EL SOL S/D #2-ENG & ARCH SRV	30,515.66	21,360.96		
7-1311-431-00-123-250-0-334	EL SOL S/D #1-ENG & ARCH SRV	24,323.76	17,026.63		
7-1311-431-00-123-247-0-334	EL PARAISO S/D-ENG & ARCH SRV	25,371.50	17,760.05		
7-1311-431-00-123-152-1-334	CHULA VISTA ACRES-ENG & ARCH SRV	11,431.47	4,572.59		
7-1311-431-00-123-141-0-334	CASA DE LOS VECINOS-ENG & ARCH SRV	39,413.00	27,589.10		

PO Number 562661 Vendor No 215791
 PO Date 02-08-2006 Vendor Name JAVIER HINOJOSA ENGINEERING
 Requisition No 00084270 Address 416 EAST DOVE
 Owner NCEBALLOS MCALLEN, TX 78504
 PO Type

PO Total 319,291.33
Payment Total 179,739.05

Detail		Header	Payment Info	Journals		
Line No.	Quantity Ordered	Quantity Received	Description	Unit Price	Amount	
1	1		Engineering Services, to provide Plans, Specifications, and Estimate (P	319,291.330	319,291.33	
2	1	0	5/26/06 PO LIQ \$22,310.76 FROM (384) B#1006		.00	
3	1	0	5/17/07 CSJ 384 (\$33783.76) CJS 385 (11473.00) - CORRECTIONS MA		.00	
Total					319,291.33	
Account Number	Description	Amount	Amount Liq			
7-1311-431-00-123-152-1-334	CHULA VISTA ACRES-ENG & ARCH SRV	11,431.47	4,572.59			
7-1311-431-00-123-141-0-334	CASA DE LOS VECINOS-ENG & ARCH SRV	39,413.00	27,589.10			
7-1311-431-00-123-072-0-334	BARNEY GROVES S/D-ENG & ARCH SRV	4,326.86	1,730.74			
7-1311-431-00-123-042-0-334	AMBER LAND S/D-ENG & ARCH SRV	6,585.16	2,634.06			
7-1311-431-00-123-015-0-334	ACOSTA S/D-ENG & ARCH SRV	9,209.76	3,683.90			
7-1311-431-00-123-014-1-334	ACEVEDO S/D #4-ENG & ARCH SRV	21,895.50	8,758.20			

AI-6794

16.M.1.

**HIDALGO COUNTY CLERK - shelving for document storage
CC REGULAR**

Date: 12/05/2007

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: County
Clerk

Information

CAPTION

Requesting authority to purchase shelving for document storage with MSC Industrail Supply Co. through our membership/participation with Texas Procurement and Support Services (TPASS) Procurement Programs TXMAS contract no. TXMAS-3-51V020 in an amount not to exceed \$_____ . (2007423)

BACKGROUND

Purchasing & County Clerk will be meeting with MSC Industrial on 11-29-07 to review proposed costs. Therefore, supporting documentation will not be available to include as attachment to agenda request.

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1100-415-40-180-002-0-748

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

There is a LIT (consent CC 12-5-07 AI#6834) in process for \$100,000.00.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/29/2007 09:02 AM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 09:55 AM	APRV
3	Manuel Chapa	Manuel Chapa	11/30/2007 02:53 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Laura Moya
Started On: 11/28/2007 05:02 PM

Final Approval Date: 11/30/2007

AI-6757
2007 Pct # 1 CIP 1336
CC REGULAR

17.A.

Date: 12/05/2007
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1

Information

CAPTION

Approval of 2007 interdepartmental transfer from C.O. Pct. #1- Roads (1336, Program 041) to FM 493 Tx 107- Aid to Govt. Agencies (Program 049) in the amount of \$1,600,000.00.

BACKGROUND

Need transfer for future invoices.

Fiscal Impact

FISCAL YEAR: 2007 ACCT. #: 7-1336-431-00-121-04X-0-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1336-431-00-121-041-0-731 --> 7-1336-431-00-121-049-0-841 \$1,600,000.00
Available balance as of 11/29/2007; \$2,610,266.85

Attachments

Link: [revised](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 03:37 PM	APRV
2	Veronica Lopez	Veronica Lopez	11/29/2007 01:30 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Robert Elizondo Started On: 11/28/2007 02:45 PM
Final Approval Date: 11/30/2007

DATE: November 29, 2007

DEPARTMENT HEAD: Commissioner Sylvia Handy

DEPARTMENT NAME: Pct #1- C0

ACCOUNT NUMBER: 7-1336-431-00-121-04X-0-XXX

SUBJECT: **Inter-departmental Transfer/s in Accordance with Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT NUMBER
FROM	
7-1336-431-00-121-041-0- 731	C.O. 2006- Pct 1- Roads
TO	
7-1336-431-00-121-049-0- 841	FM 493 Tx107- Aid to G

TOTAL BUDGET INCREASES/DECREASES

REASON: Interdepartmental transfer from C.O. Pct 1- Road:

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-6804

17.B.

**Interdepartmental transfer
CC REGULAR**

Date: 12/05/2007

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer within the Certificate of Obligation Series 2006 - Buildings & Grounds (1336) in the amount of \$100,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007

ACCT. #: 7-1336-4XX-X0-220-0XX-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

7-1336-419-40-220-027-0-452-->7-1336-466-00-220-041-0-452 \$100,000.00

Available balance as of 11/29/07 \$375,505.93

Attachments

Link: [Inter-dept transf.](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Rey Salazar	Rey Salazar	11/29/2007 04:59 PM	APRV
2		Budget & Management	Dina Trevino	11/30/2007 07:54 AM	APRV
3		Veronica Lopez	Veronica Lopez	11/30/2007 09:17 AM	APRV
4		Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Manuel Chapa
Started On: 11/29/2007 09:03 AM

Final Approval Date: 11/30/2007

AI-6816

17.C.

2007 Interdepartmental for Buildings & Grounds (1100)

CC REGULAR

Date: 12/05/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Buildings & Grounds (1100)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from County Wide Administration (1100) to Buildings & Grounds (1100) in the amount of \$240,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 7-1100-415-00-115-002-0-899 (County Wide Admin-Contingency) to 7-1100-419-40-220-001-0-XXX (B&G Various accounts in the total amount of \$240,000.00.)

Attachments

Link: [2007 Interdepartmental for Buildings & Grounds \(1100\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/30/2007 07:55 AM	APRV
2	Andres Castro	Andres Castro	11/30/2007 11:55 AM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Dale Kennan Started On: 11/29/2007 03:15 PM

Final Approval Date: 11/30/2007

AI-6810

17.D.

**Interdept transfer for Easter Seals-Electricity
CC REGULAR**

Date: 12/05/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 interdepartmental transfer from Countywide Administration - Contingency to Easter Seals RGV - Electricity in the amount of \$2,300.00 to fund year end electricity services.

BACKGROUND

To fund year end electricity services on behalf of Easter Seals RGV, object code 622.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-4XX-0X-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899 --> 7-1100-444-00-115-030-0-622 \$2,300.00, Available Balance as of 11-29-07 \$645,040.26.

Attachments

Link: [6810 Easter Seals transfer 11-29-07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	11/29/2007 02:03 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 03:05 PM	APRV
3	Andres Castro	Andres Castro	11/30/2007 11:03 AM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Ivan Cantu			Started On: 11/29/2007 01:53 PM	
Final Approval Date: 11/30/2007				

AI-6809

17.E.

**Inter-Departmental Transfer for Mailing Services
CC REGULAR**

Date: 12/05/2007
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 County wide Administration - Contingency to Mailing Services - Contractual Services (1100) in the total amount of \$6,200.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-41X-X0-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899-->7-1100-419-60-115-026-0-350 \$6,200.00; Available balance as of 11/29/2007 \$645,040.26.

Attachments

Link: [2007 inter-dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 03:04 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/29/2007 04:19 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Andres Castro Started On: 11/29/2007 01:34 PM

Final Approval Date: 11/30/2007

DATE: November 29, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o Mailing Services

ACCOUNT NUMBER: 7-1100-419-60-115-026-0-350

SUBJECT: **Inter-departmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0 899	Co. Wide Admin - Contingency	(6,200.00)
TO		
7-1100-419-60-115-026-0 350	Mailing Services - Contractual Services	6,200.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Interdept. transfer from Countywide Admin. Contingency to Mailing Services - Contractual Services (1100) to cover contractual services.

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-6811

17.F.

**Inter-Departmental Transfer for DBM - Safety Division
CC REGULAR**

Date: 12/05/2007
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 DBM - Safety Division (1100) in the amount of \$10,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-41X-X0-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

7-1100-415-00-115-002-0-899-->7-1100-419-50-115-059-0-339 \$10,000.00; Available balance as of 11/29/2007 \$645,040.26.

Attachments

Link: [2007 inter-dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 03:06 PM	APRV
2	Veronica Lopez	Veronica Lopez	11/29/2007 03:53 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Andres Castro Started On: 11/29/2007 02:08 PM
Final Approval Date: 11/30/2007

DATE: November 29, 2007

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management c/o Safety Division

ACCOUNT NUMBER: 7-1100-419-50-115-059-0-339

SUBJECT: **Inter-departmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
7-1100-415-00-115-002-0 899	Co. Wide Admin - Contingency	(10,000.00)
TO		
7-1100-419-50-115-059-0 339	DBM - Safety Div - Other Professional Services	10,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Interdept. transfer from Countywide Admin. Contingency to DBM - Safety Div - Other Professional Services (1100) to unforeseen invoice for drug testing.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-6806

17.H.

2007-BA for C.O. 2004- Pct 1-Delta Lake (1334)

CC REGULAR

Date: 12/05/2007
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: C.O. Series 2004 (1334)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2007 appropriation of funds for Certificate of Obligation Series 2004 - Pct 1-Delta Lake (1334) in the amount of \$32,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1334-452-00-220-029-0-452
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

2007 appropriation in the amount of \$32,000.00. Fund balance available as of 11/29/07.

Attachments

Link: [2007 - BA for Pct 1-Delta Lake \(1334\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 10:29 AM	APRV
2	Manuel Chapa	Manuel Chapa	11/29/2007 02:17 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Dale Kennan			Started On: 11/29/2007 10:11 AM	
Final Approval Date: 11/30/2007				

AI-6699

17.I.

**Health Claims for periods 10/30/07 thru 11/05/07 & 11/06/07 thru 11/12/07
CC REGULAR**

Date: 12/05/2007
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Health Insurance Division:

1. Discussion, consideration and approval to transfer \$508,325.59 to the Hidalgo County Insurance claims bank account for Health Insurance claims for periods:

October 30, 2007 thru November 05, 2007	\$ 282,190.60
November 06, 2007 thru November 12, 2007	\$ 226,134.99
Total:	\$ 508,325.59

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: [Health Claims 10-30-07 thru 11-05-07](#)

Link: [Health Claims 11-06-07 thru 11-12-07](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/27/2007 08:46 AM	APRV
2	Manuel Chapa	Manuel Chapa	11/27/2007 10:11 AM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	PEND

Form Started By: Anna Galvan
Started On: 11/26/2007 11:44 AM
Final Approval Date: 11/30/2007

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 10/30/2007 through 11/05/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70041888	-\$13.00	6/28/2007	11/1/2007	11/1/2007 Stopped
00000000000010008578	GUSIP970A	70048322	\$4,418.47	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048323	\$58.60	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048324	\$218.38	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048325	\$206.05	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048326	\$21.00	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048327	\$62.26	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048328	\$332.52	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048329	\$240.80	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048330	\$120.98	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048331	\$99.92	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048332	\$390.45	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048333	\$39.32	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048334	\$6,538.73	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048335	\$354.62	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048336	\$105.41	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048337	\$23.05	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048338	\$1,830.86	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048339	\$11.90	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048340	\$51.66	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048341	\$73.60	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048342	\$1,274.93	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048343	\$62.82	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048344	\$20.00	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048345	\$47.84	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048346	\$180.22	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048347	\$379.38	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048348	\$108.68	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048349	\$180.05	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048350	\$760.40	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048351	\$59.05	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048352	\$231.09	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048353	\$40.26	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048354	\$928.85	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048355	\$34.30	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048356	\$1,003.40	10/29/2007	10/30/2007	10/30/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 10/30/2007 through 11/05/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70048357	\$673.48	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048358	\$197.79	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048359	\$269.67	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048360	\$116.88	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048361	\$90.62	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048362	\$161.12	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048363	\$217.87	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048364	\$20.00	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048365	\$189.34	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048366	\$74.63	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048367	\$47.84	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048368	\$732.04	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048369	\$39.55	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048370	\$184.84	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048371	\$25.00	10/29/2007	10/30/2007	10/30/2007 Issued
00000000000010008578	GUSIP970A	70048372	\$81.60	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048373	\$108.42	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048374	\$47.84	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048375	\$1,172.11	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048376	\$71.06	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048377	\$184.82	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048378	\$1,111.32	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048379	\$137.04	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048380	\$18.02	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048381	\$237.58	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048382	\$2,807.26	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048383	\$63.51	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048384	\$561.26	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048385	\$3,599.16	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048386	\$57.86	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048387	\$112.11	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048388	\$34.18	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048389	\$65.80	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048390	\$421.75	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048391	\$198.70	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048392	\$13.00	10/30/2007	10/31/2007	10/31/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 10/30/2007 through 11/05/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70048393	\$13.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048394	\$347.30	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048395	\$86.03	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048396	\$901.60	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048397	\$24.40	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048398	\$4,480.14	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048399	\$271.80	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048400	\$24.36	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048401	\$612.31	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048402	\$256.28	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048403	\$251.25	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048404	\$311.43	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048405	\$337.63	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048406	\$360.19	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048407	\$162.66	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048408	\$66.56	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048409	\$3.10	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048410	\$490.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048411	\$329.11	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048412	\$194.17	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048413	\$59.72	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048414	\$2,610.93	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048415	\$180.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048416	\$78.22	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048417	\$83.11	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048418	\$415.14	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048419	\$18.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048420	\$113.40	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048421	\$2,065.17	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048422	\$42.29	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048423	\$2,117.80	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048424	\$327.75	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048425	\$24.40	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048426	\$175.86	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048427	\$89.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048428	\$322.83	10/30/2007	10/31/2007	10/31/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 10/30/2007 through 11/05/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70048429	\$760.12	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048430	\$136.59	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048431	\$52.70	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048432	\$1,513.66	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048433	\$219.56	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048434	\$13.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048435	\$215.04	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048436	\$102.79	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048437	\$126.96	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048438	\$65.25	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048439	\$98.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048440	\$75.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048441	\$15.28	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048442	\$645.30	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048443	\$35.39	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048444	\$280.80	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048445	\$24.34	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048446	\$144.27	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048447	\$227.88	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048448	\$19.40	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048449	\$273.92	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048450	\$178.86	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048451	\$31.25	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048452	\$2,084.34	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048453	\$164.60	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048454	\$25.76	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048455	\$231.22	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048456	\$204.03	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048457	\$729.34	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048458	\$15.48	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048459	\$357.15	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048460	\$98.68	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048461	\$334.57	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048462	\$379.25	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048463	\$185.67	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048464	\$162.85	10/30/2007	10/31/2007	10/31/2007 Issued

Group Financial System
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 For 10/30/2007 through 11/05/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70048465	\$52.84	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048466	\$52.84	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048467	\$148.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048468	\$85.62	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048469	\$447.44	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048470	\$11.05	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048471	\$225.53	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048472	\$1,986.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048473	\$105.80	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048474	\$47.84	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048475	\$60.19	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048476	\$527.33	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048477	\$99.26	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048478	\$608.58	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048479	\$220.50	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048480	\$13.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048481	\$1,430.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048482	\$98.80	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048483	\$933.76	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048484	\$46.77	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048485	\$310.06	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048486	\$135.60	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048487	\$15.20	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048488	\$343.86	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048489	\$20.00	10/30/2007	10/31/2007	10/31/2007 Issued
00000000000010008578	GUSIP970A	70048490	\$45.00	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048491	\$226.29	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048492	\$94.73	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048493	\$25.83	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048494	\$13.00	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048495	\$428.23	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048496	\$16.54	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048497	\$40.00	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048498	\$86.50	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048499	\$600.00	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048500	\$5.00	10/31/2007	10/31/2007	11/1/2007 Issued

Group Financial System
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 For 10/30/2007 through 11/05/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70048501	\$14.01	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048502	\$20.00	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048503	\$40.00	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048504	\$23.13	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048505	\$147.00	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048506	\$333.18	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048507	\$113.84	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048508	\$428.80	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048509	\$152.84	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048510	\$223.03	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048511	\$81.25	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048512	\$556.50	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048513	\$124.50	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048514	\$99.40	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048515	\$62.26	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048516	\$4,162.93	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048517	\$8,738.88	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048518	\$86.91	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048519	\$282.46	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048520	\$67.66	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048521	\$39.30	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048522	\$74.40	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048523	\$181.18	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048524	\$63.35	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048525	\$5.91	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048526	\$584.49	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048527	\$110.38	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048528	\$128.77	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048529	\$18.02	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048530	\$1,629.78	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048531	\$438.86	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048532	\$452.59	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048533	\$35.39	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048534	\$91.13	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048535	\$68.18	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048536	\$1,149.17	10/31/2007	10/31/2007	11/1/2007 Issued

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Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70048537	\$8,061.94	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048538	\$88.55	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048539	\$237.95	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048540	\$243.94	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048541	\$1,584.65	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048542	\$144.74	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048543	\$31.60	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048544	\$3,530.53	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048545	\$14.50	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048546	\$125.27	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048547	\$249.04	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048548	\$55.86	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048549	\$134.04	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048550	\$202.90	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048551	\$12.12	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048552	\$172.00	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048553	\$19.40	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048554	\$40.76	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048555	\$72.92	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048556	\$6,551.35	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048557	\$590.40	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048558	\$363.45	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048559	\$39.36	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048560	\$107.88	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048561	\$848.61	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048562	\$47.84	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048563	\$209.27	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048564	\$91.41	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048565	\$250.00	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048566	\$45.00	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048567	\$100.82	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048568	\$43.96	10/31/2007	10/31/2007	11/1/2007 Issued
00000000000010008578	GUSIP970A	70048569	\$245.84	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048570	\$98.57	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048571	\$97.50	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048572	\$31.25	11/1/2007	11/2/2007	11/2/2007 Issued

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Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70048573	\$67.00	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048574	\$7.54	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048575	\$420.00	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048576	\$103.77	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048577	\$22,851.00	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048578	\$25.01	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048579	\$226.35	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048580	\$83.12	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048581	\$64.58	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048582	\$3,374.84	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048583	\$796.17	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048584	\$335.64	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048585	\$13,486.02	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048586	\$1,375.29	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048587	\$255.84	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048588	\$162.72	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048589	\$185.96	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048590	\$33.45	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048591	\$308.00	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048592	\$203.57	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048593	\$9.01	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048594	\$115.70	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048595	\$2,400.00	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048596	\$10.34	11/1/2007	11/2/2007	11/2/2007 Issued
00000000000010008578	GUSIP970A	70048597	\$278.05	11/2/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048598	\$314.30	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048599	\$143.56	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048600	\$182.00	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048601	\$238.91	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048602	\$55,976.10	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048603	\$235.78	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048604	\$60.57	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048605	\$35.63	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048606	\$29.26	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048607	\$39.18	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048608	\$50.00	11/3/2007	11/5/2007	11/5/2007 Issued

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Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70048609	\$28.80	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048610	\$34.58	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048611	\$292.23	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048612	\$126.32	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048613	\$60.88	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048614	\$45.58	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048615	\$27.94	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048616	\$176.69	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048617	\$4,718.60	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048618	\$24.40	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048619	\$4,734.28	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048620	\$66.56	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048621	\$18.00	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048622	\$1,058.16	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048623	\$304.84	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048624	\$133.03	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048625	\$78.55	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048626	\$13.00	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048627	\$147.10	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048628	\$714.00	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048629	\$137.60	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048630	\$138.63	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048631	\$480.00	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048632	\$85.00	11/3/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	70048633	\$44,762.43	11/4/2007	11/5/2007	11/5/2007 Issued
00000000000010008578	GUSIP970A	79900440	\$960.29	10/30/2007	10/30/2007	10/30/2007 MHS Issued Trade Payable
Total			\$282,190.60			

Group Financial System
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Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	R00019NF	\$0.00	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	R00019NK	\$0.00	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	R00019OI	\$0.00	11/8/2007	11/9/2007	11/9/2007 Issued
00000000000010008578	GUSIP970A	R00019OJ	\$0.00	11/8/2007	11/9/2007	11/9/2007 Issued
00000000000010008578	GUSIP970A	R00019OL	\$0.00	11/10/2007	11/12/2007	11/12/2007 Issued
00000000000010008578	GUSIP970A	70044700	-\$935.00	8/22/2007	11/6/2007	11/6/2007 Stopped
00000000000010008578	GUSIP970A	70048634	\$261.20	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048635	\$62.50	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048636	\$66.00	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048637	\$16.04	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048638	\$149.26	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048639	\$85.50	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048640	\$192.36	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048641	\$94.87	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048642	\$52.84	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048643	\$36.25	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048644	\$322.78	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048645	\$3,010.44	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048646	\$27.00	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048647	\$247.58	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048648	\$64.60	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048649	\$56.94	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048650	\$24,540.24	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048651	\$152.57	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048652	\$120.40	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048653	\$102.73	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048654	\$108.00	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048655	\$119.92	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048656	\$139.57	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048657	\$89.16	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048658	\$382.04	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048659	\$38.57	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048660	\$144.90	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048661	\$136.30	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048662	\$129.42	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048663	\$20.40	11/5/2007	11/6/2007	11/6/2007 Issued

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00000000000010008578	GUSIP970A	70048664	\$46.19	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048665	\$100.20	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048666	\$20.83	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048667	\$218.50	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048668	\$203.38	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048669	\$87.79	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048670	\$2,073.43	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048671	\$821.60	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048672	\$181.45	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048673	\$60.00	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048674	\$170.97	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048675	\$47.84	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048676	\$375.62	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048677	\$101.99	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048678	\$55.74	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048679	\$284.66	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048680	\$538.22	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048681	\$20.83	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048682	\$13.00	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048683	\$44.36	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048684	\$13.30	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048685	\$213.61	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048686	\$58.13	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048687	\$8,131.53	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048688	\$363.59	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048689	\$123.98	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048690	\$100.26	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048691	\$86.77	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048692	\$115.89	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048693	\$968.82	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048694	\$4,137.07	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048695	\$134.96	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048696	\$66.00	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048697	\$110.12	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048698	\$50.82	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048699	\$25.00	11/5/2007	11/6/2007	11/6/2007 Issued

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00000000000010008578	GUSIP970A	70048700	\$76.41	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048701	\$86.50	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048702	\$22.97	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048703	\$164.85	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048704	\$56.20	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048705	\$136.70	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048706	\$6,564.65	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048707	\$27.12	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048708	\$15.00	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048709	\$70.48	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048710	\$139.39	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048711	\$358.93	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048712	\$59.05	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048713	\$75.78	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048714	\$24.40	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048715	\$47.84	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048716	\$226.83	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048717	\$62.67	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048718	\$574.72	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048719	\$285.92	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048720	\$348.36	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048721	\$34.85	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048722	\$91.50	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048723	\$168.17	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048724	\$259.08	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048725	\$25.00	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048726	\$5.00	11/5/2007	11/6/2007	11/6/2007 Issued
00000000000010008578	GUSIP970A	70048727	\$162.68	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048728	\$84.61	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048729	\$113.40	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048730	\$44.39	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048731	\$30.14	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048732	\$127.08	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048733	\$261.00	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048734	\$1,817.71	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048735	\$47.84	11/6/2007	11/7/2007	11/7/2007 Issued

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00000000000010008578	GUSIP970A	70048736	\$19.40	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048737	\$157.24	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048738	\$700.00	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048739	\$132.95	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048740	\$1,348.25	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048741	\$63.75	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048742	\$62.01	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048743	\$64.00	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048744	\$10.00	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048745	\$349.50	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048746	\$40.01	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048747	\$110.75	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048748	\$25.02	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048749	\$204.71	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048750	\$217.06	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048751	\$82.51	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048752	\$1,225.77	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048753	\$6.85	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048754	\$1,315.69	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048755	\$136.50	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048756	\$127.96	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048757	\$436.80	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048758	\$859.04	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048759	\$47.84	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048760	\$611.11	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048761	\$287.17	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048762	\$75.00	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048763	\$104.54	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048764	\$39.30	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048765	\$164.54	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048766	\$133.46	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048767	\$1.46	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048768	\$24.01	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048769	\$108.45	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048770	\$126.95	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048771	\$71.38	11/6/2007	11/7/2007	11/7/2007 Issued

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00000000000010008578	GUSIP970A	70048772	\$780.83	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048773	\$53.60	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048774	\$714.00	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048775	\$7.96	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048776	\$1,082.27	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048777	\$79.87	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048778	\$59.05	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048779	\$35.23	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048780	\$14.02	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048781	\$154.67	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048782	\$78.09	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048783	\$5.00	11/6/2007	11/7/2007	11/7/2007 Issued
00000000000010008578	GUSIP970A	70048784	\$1,251.26	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048785	\$136.00	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048786	\$153.01	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048787	\$92.40	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048788	\$55.24	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048789	\$8,289.25	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048790	\$618.60	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048791	\$61.96	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048792	\$98.22	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048793	\$358.41	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048794	\$164.83	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048795	\$171.24	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048796	\$17.50	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048797	\$4.09	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048798	\$56.34	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048799	\$24.40	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048800	\$104.98	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048801	\$1,249.50	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048802	\$320.99	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048803	\$2,184.21	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048804	\$85.00	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048805	\$52.84	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048806	\$3,163.19	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048807	\$34.28	11/7/2007	11/8/2007	11/8/2007 Issued

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00000000000010008578	GUSIP970A	70048808	\$20.00	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048809	\$87.49	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048810	\$5.00	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048811	\$85.91	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048812	\$57.98	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048813	\$430.00	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048814	\$271.12	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048815	\$562.10	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048816	\$276.20	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048817	\$2,180.25	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048818	\$90.80	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048819	\$127.83	11/7/2007	11/8/2007	11/8/2007 Issued
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00000000000010008578	GUSIP970A	70048825	\$627.96	11/7/2007	11/8/2007	11/8/2007 Issued
00000000000010008578	GUSIP970A	70048826	\$521.92	11/7/2007	11/8/2007	11/8/2007 Issued
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00000000000010008578	GUSIP970A	70048840	\$52.84	11/7/2007	11/8/2007	11/8/2007 Issued
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00000000000010008578	GUSIP970A	70048843	\$489.95	11/7/2007	11/8/2007	11/8/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
 For 11/06/2007 through 11/12/2007

HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
00000000000010008578	GUSIP970A	70048844	\$963.80	11/7/2007	11/8/2007	11/8/2007 Issued
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Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
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 Issued Payments By Bank Account, Policy, Payment
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HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
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00000000000010008578	GUSIP970A	70048919	\$754.61	11/10/2007	11/12/2007	11/12/2007 Issued
00000000000010008578	GUSIP970A	70048920	\$63.45	11/10/2007	11/12/2007	11/12/2007 Issued
00000000000010008578	GUSIP970A	70048921	\$1,608.86	11/10/2007	11/12/2007	11/12/2007 Issued
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00000000000010008578	GUSIP970A	70048929	\$364.83	11/10/2007	11/12/2007	11/12/2007 Issued
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00000000000010008578	GUSIP970A	70048951	\$7.04	11/10/2007	11/12/2007	11/12/2007 Issued

Group Financial System
 Issued Payments By Bank Account, Policy, Payment
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HIDALGO COUNTY

Bank Account	Policy	Payment Number	Amount	Issued Date	Accounting Date	Process Transaction Date Type
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00000000000010008578	GUSIP970A	70048958	\$66.56	11/10/2007	11/12/2007	11/12/2007 Issued
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00000000000010008578	GUSIP970A	70048963	\$373.15	11/10/2007	11/12/2007	11/12/2007 Issued
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00000000000010008578	GUSIP970A	70048981	\$29,854.43	11/11/2007	11/12/2007	11/12/2007 Issued
Total			\$226,134.99			

AI-6780

17.J.

**health insurance - kidney transplant
CC REGULAR**

Date: 12/05/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Health Insurance Division:

Approval of Agreement Letter with McAllen Medical Center regarding negotiated cost for Cadaveric Kidney Transplantation Services for insured participant

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No additional cost to the county. Mr. Loony will be present at CC on 12/5/07 to present this item.

Attachments

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 04:23 PM	APRV
2	Dale Kennan	Dale Kennan	11/29/2007 02:06 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Monica Badillo
Started On: 11/28/2007 04:20 PM

Final Approval Date: 11/30/2007



October 11, 2007

McAllen Medical Center
Attention: Bob Wright
301 West Expressway 83
McAllen, TX 78503

Dear Mr. Wright:

This letter agreement sets forth the terms and conditions regarding Cadaveric Kidney Transplantation Services for [REDACTED] at McAllen Medical Center. This is not an authorization of medical necessity for a Kidney Transplant but a financial arrangement.

1. Definition Periods of Care

- **Phase 1: Pre-Transplant Evaluation.** This phase shall include only those Pre-Transplantation Covered Services required to evaluate Covered Persons for acceptance into Hospital's transplant program. Transplantation Covered Services provided by Hospital shall include inpatient and outpatient Covered Services required by Hospital's transplant evaluation protocol. Health Care Services not related to the organ transplant are not included in this phase. Phase 1 ends and Phase 2 begins at the time Covered Person is determined to be an appropriate candidate for transplantation.
- **Phase 2: Pre-Transplant Care.** This phase may include solid organ charges, related Transplantation Covered Services for inpatient and outpatient care, ancillary services, and health care professional services, including, but not limited to, physician, anesthesiology and nursing Transplantation Covered Services. Health care services not related to an organ transplant are not included in this phase. Phase 2 ends and Phase 3 begins on the day prior to transplantation.
- **Phase 3: Organ Procurement/Acquisition and Transplant Procedure.** This phase includes Transplantation Covered Services required from one day prior to the date of transplant through ninety (90) days. Transplantation Covered Services shall include all inpatient Covered Services, organ procurement, technical operating services, surgical procedures, ancillary health care service, and services of health care professionals, including, but not limited to physicians, anesthesiologists, nurses and ancillary providers during the continuous stay. Phase 3 shall include any Transplantation Covered Services including inpatient, outpatient and professional charges. Phase 3 ends and Phase 4 begins ninety-one (91) days after the Covered Person is discharged from the transplant confinement.
- **Phase 4: Follow-up Care or Post-Transplant Care.** This phase shall include Transplantation Covered Services, including, but not limited to, post-transplant infection, organ rejection, drug toxicity, and additional inpatient or outpatient Transplantation Covered Services required for completion of the transplant protocol. Phase 4 continues through the remainder of one (1) year after discharge from the transplantation confinement.

2. Payment Schedule

Payment for Phases 1, 2 and 4. Hospital shall accept as payment in full for Transplantation Covered Services sixty percent (60%) of the Usual Charge for all inpatient and outpatient Transplantation Covered Services provided during Phases 1, 2 and 4.

Payment Upon Death of a Covered Person or Termination of Covered Person's Health Plan. In the event a Covered Person dies or the applicable Health Plan terminates during any phase of transplant services, Hospital shall accept as payment in full the lesser of the case rate identified in phase 3 or sixty percent (60%) of the Usual Charges.

Payment for Phase 3. Hospital shall accept as payment in full for Transplantation Covered Services rendered to Covered Person during Phase 3 the amounts set forth below. Payment includes immunosuppressive medications.

<u>Transplant Type</u>	<u>Case Rate</u>	<u>CDL</u>	<u>Outlier Per Diem</u>
Kidney (Cadaveric Donor)	[REDACTED]	18	[REDACTED]

Outlier Per Diem Payment. Hospital shall accept as payment in full an Outlier Per Diem Payment as identified above for each day of hospital admission when the length of confinement for Transplantation Covered Services exceeds the CDL.

Inlier Payment. In the event the Usual Charges for Transplantation Covered Services are less than the Case Rate identified above, Hospital shall accept as payment in full sixty percent (60%) of the Usual Charges.

3. Claims Administration

Claims for services rendered shall be submitted by McAllen Medical Center for all transplant-related services. Payment for rendered services under this agreement should be submitted to McAllen Medical Center.

Facility Health Care Provider
McAllen Medical Center Federal ID # 23-3069260
Affiliated Providers (charges billed separate from this agreement)
Dr. Irfan Agha Federal ID # 20-8207415 (transplant nephrologist)
Dr. Daniel McLean Federal ID # 45-1580601 (transplant surgeon)

Claims should be sent to :

Mutual of Omaha Health Care Service Center
Attention: Teri Reid
PO Box 9
Woodward, OK 73802

McAllen Medical Center will accept as payment in full from Companies for Covered Services the amount set forth in this agreement, and will not balance bill the insured for any charges other than deductibles, co-payments, co-insurance, and for non covered services. Please be advised that this approval is subject to all conditions, limitations, exclusions and other provisions including eligibility for coverage at the time services are rendered. This letter is not a guarantee of payment for services.

Please acknowledge your acceptance by signing a copy of this letter and returning to: Mutual of Omaha 3333 Farnam Street Omaha, NE 68175 attention: Jeannie Seeley.

Sincerely,

Kurt Irlbeck
VP of Network Development

As a representative of Hidalgo County I agree to all of the above terms.

By: _____
Title: _____
Date: _____

As a representative of McAllen Medical Center I agree to all of the above terms.

By: _____
Title: _____
Date: _____

cc: Jenny Potter (case manager)
cc: Teri Reid (claim representative)

AI-6774

17.K.

**Certification of WC Claims paid by Tristar Risk Management
CC REGULAR**

Date: 12/05/2007

Submitted By: Flora Vazquez, WORKERS' COMPENSATION

Department: WORKERS' COMPENSATION

Agenda Area: Budget and Management

Information

CAPTION

Fund 2202- Workers' Compensation Self-Insured
Requesting approval of reimbursement to the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$ 43,927.85 for the period of 11/01-15/2007 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: [Certification of WC
Claims paid by Tristar Risk
Management](#)

Link: [Invoice & Breakdown
by Organization](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 04:13 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/29/2007 01:17 PM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Flora Vazquez
Started On: 11/28/2007 03:56 PM

Final Approval Date: 11/30/2007

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: November 01- 15 2007.

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$ 43,927.85.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check # 318330-318499) on behalf of injured employees from 11/01/2007 to 11/15/2007:

- | | | |
|-----|-------------------------------------|---------------------|
| 1). | Hidalgo County | \$ <u>35,458.24</u> |
| 2). | Hidalgo County Headstart Program | \$ <u>8,469.61</u> |
| 3). | Community Service Agency | \$ <u>00.00</u> |
| 4). | Hidalgo County Urban County Program | \$ <u>00.00</u> |
| 5). | Drainage District #1 | \$ <u>00.00</u> |

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT \$ 43,927.85

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of December 5, 2007

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 270,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Mellon Bank in California. (estimate) \$ 226,072.15

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register to ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Mellon Bank in California) no later than the 10th day of the following month.

Commissioner's Court Approval

Date

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

November 16, 2007

Hidalgo County Workers Compensation Fund
100 E. Cano, 2nd Fl.
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 15758

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 43,927.85
11/1/07 to 11/15/07 are in accordance with our contract with Hidalgo County Exhibit A,
dated July 1st. (Check# 318330-318499)

TOTAL CURRENT CHARGES \$ 43,927.85

Previous Balance Due \$130,274.23

Payments and Credits

11/07/07 Payment received - thank you 71,425.97CR

Total Payments and Credits \$ 71,425.97CR

Total Balance Due \$102,776.11

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6682

Custom Payment Total

Hidalgo County WC Losses Paid 11/1/07 to 11/15/07

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
Alternate Organization 1 Total: 70										8,469.61
Alternate Organization 1 : Hidalgo County										
Alternate Organization 1 Total: 251										35,458.24
Grand Total: 321										43,927.85

NOV. 16. 2007 4:22PM TRISTAR

NO. 4975 P. 3/13

AI-6820

17.L.

**Financial Assistance for Texas State Guard
CC REGULAR**

Date: 12/05/2007
Submitted By: Andres Castro, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration and possible action regarding a request from the Texas State Guard for financial assistance from Hidalgo County pursuant to Chapter 431 Subchapter D Section 431.056 of the Texas Government Code.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1100-429-20-110-066-0-890
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 11/29/2007 \$33,000.00.

Attachments

Link: [Texas State Guard](#)
Link: [Government Code](#)
[Chapt 431](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/30/2007 07:56 AM	APRV
2	Ivan Cantu	Ivan Cantu	11/30/2007 08:51 AM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Andres Castro Started On: 11/29/2007 03:41 PM

Final Approval Date: 11/30/2007



TEXAS MILITARY FORCES
Joint Forces Headquarters
Adjutant General's Department
Post Office Box 5218
Austin, Texas 78763-5218
512-782-5271

REPLY TO
ATTENTION OF

JFHQ-TXSG-3/1

September 10, 2007

TO : Hidalgo County Judge, County Commissioners, Hidalgo County, Texas

MENORANDUM: Request for funding 2007

As authorized by Hidalgo County Commission, this will serve as the request for funding as a support grant for the Texas State Guard unit in Hidalgo County. The men and women that volunteer and serve to ensure the safety and welfare of our citizens during times of emergencies are extremely grateful to you and the citizen of Hidalgo County for the support given to their volunteer efforts.

During the past year the unit has trained and has been called out of various missions through out the state and in the valley. Your support make all this possible. Our prayers and thanks continue to be with you and yours.

Respectfully Submitted,


Baldemar Cano, Jr.

LTC , AR TXSG
3RD Battalion Commander
1100 Vo-Tech Drive,
Weslaco, TX 78596

Attached: Items in Budget

Rec'd by AS
SEP 10 2007
2:17pm

**HIDALGO COUNTY
BUDGET 07**

Line Item	Description	Amount
1.1	COMMUNICATIONS SYSTEM ,12 FIELD RADIOS, BASE COMMAND	\$10,000.00
1.2	COMPUTER OPERATION, UPDATE OF SERVICE AND CONNECTION. PRINTER, PHONE	\$4,000.00
1.3	UNIFORM AND WEATHER EQUIP , NEW RECRUITS TRAINING AIDS	\$10,000.00
1.4	SUPPLIES AND OFFICE POSTAGE	\$2,000.00
1.5	TRAVEL , MILEAGE EXPENSE, WELFARE MORALE AND RECRUITING	\$7,000/00
	TOTAL	\$33,000.00

GOVERNMENT CODE

SUBTITLE C. STATE MILITARY FORCES AND VETERANS

CHAPTER 431. STATE MILITIA

SUBCHAPTER D. TEXAS STATE GUARD

§ 431.056. ASSISTANCE. (a) Funds or other property or services may be donated to the Texas State Guard by any public or private entity, including:

- (1) a state agency or department;
- (2) a political subdivision, including a county, municipality, or public school district; or
- (3) a special purpose district or authority.

(b) A school authority may permit the Texas State Guard to use a school building.

(c) An appropriation of state funds to the Texas State Guard must be in an amount designated in a line item in the General Appropriations Act.

Acts 1987, 70th Leg., ch. 147, § 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 17, § 3, eff. April 11, 1991.

AI-6738

17.M.

**Appraisal District Board of Directors Election
CC REGULAR**

Date: 12/05/2007

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration, action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2008-2009

BACKGROUND

Election results to be determined before December 31, 2007.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: [HCAD Letter](#)

Link: [Resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)		11/30/2007 05:15 PM	PEND
2	Budget & Management	Dina Trevino	11/29/2007 03:28 PM	APRV
3	Rey Salazar	Rey Salazar	11/29/2007 04:48 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Sergio Cruz

Started On: 11/28/2007 08:53 AM

Final Approval Date: 11/30/2007

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
 Guadalupe Navarro, Asst. Chief Appraiser
 PO Box 208
 Edinburg, TX 78540-0208
 (956) 381-8466 (956) 565-2461



www.hidalgoand.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Arturo E. Guerra, Jr.	Vice-Chairman
Amador Requenez	Secretary
Roy Rodriguez	Member
David Hernandez	Member
Armando Barrera, Jr.	Member

October 25, 2007

COPY

Honorable County Judge
 J. D. Salinas
 PO Box 1356
 Edinburg, TX 78539-1356

Re: Ballot-Selection of Appraisal District Board of Directors 2008 - 2009

The Appraisal District is governed by five Board of Directors who are appointed by the taxing units that participate in the district. The county tax assessor-collector, Mr. Armando Barrera, Jr. is not appointed to the Board but serves as a non-voting director.

A governing body of a taxing unit may cast all its votes for one candidate or distribute them among candidates for any number of directorships. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before DECEMBER 15, 2007. A voting unit shall cast its vote for a person nominated and named on the ballot. There is no provision for write-in candidates. The Chief Appraiser may not count votes cast for someone not listed on the official ballot.

Once all votes have been delivered to the Chief Appraiser, the Chief Appraiser will count the votes and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before DECEMBER 31, 2007 to the governing body of each taxing unit in the district and to the candidates.

Enclosed you will find the following information:

1. An official ballot listing the nominees and the number of votes for your entity
2. Background history on the nominees
3. Number of authorized votes for each taxing entity

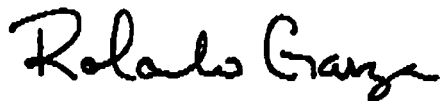
**Fax: Administration (956) 289-2120 Market Analysis (956) 289-2122 Real Estate (956) 289-2121
 Data Processing (956) 289-2121 Personal Property (956) 289-2122 Property Records (956) 289-2123
 Exemptions (956) 289-2123 GIS/Mapping (956) 289-2123 Public Information (956) 289-2123**

Page 2

If an entity prefers to mail the ballot to the Appraisal District, it is appreciated if the word **"BALLOT"** is placed on the left-hand corner of the envelope so it will not be mingled or opened with the Appraisal District regular mail.

If you have any questions, or I can provide you with any additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

A handwritten signature in black ink that reads "Rolando Garza". The signature is written in a cursive, flowing style.

Rolando Garza, RPA
Chief Appraiser

RG:pa

Enclosures



HIDALGO COUNTY APPRAISAL DISTRICT

**4405 South Professional Drive
PO Box 208
Edinburg, TX 78540-0208**

"OFFICIAL BALLOT"

**SELECTION OF APPRAISAL DISTRICT
BOARD OF DIRECTORS
2008 - 2009**

**Hidalgo County
Authorized Votes: 1135**

Cantu, Manuel	
Elizondo, Rodolfo T.	
Elizondo, Rodrigo "Rudy"	
Garcia, Pete	
Garza, Richard A.	
Guerra, Arturo "Art" E. Jr.	
Hernandez, David	
Requenez, Amador	
Trevino, Gregorio	
Whitaker, Charles	

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

**FAX: Administration (956) 289-2120 Market Analysis (956) 289-2122 Real Estate (956) 289-2121
Data Processing (956) 289-2121 Personal Property (956) 289-2122 Property Records (956) 289-2123
Exemptions (956) 289-2123 GIS/Mapping (956) 289-2123 (956) 289-2123 Public Information (956) 289-2123**

**HIDALGO COUNTY APPRAISAL DISTRICT
 PO BOX 208
 4405 S. PROFESSIONAL DRIVE
 EDINBURG, TX 78540-0208**

**NOMINEES
 HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
 2008 - 2009**

Cantu, Manuel **Edinburg**

Elizondo, Rodolfo T. **Mercedes**

Elizondo, Rodrigo "Rudy" **McAllen**
 Board of Directors of McAllen Affordable Homes, 10 years; Board of Directors Rio Grand Builders Association 15 years past president 3 times; serving on McAllen Planning & Zoning & McAllen Parks Blue Ribbon board; Board member of Casa for kids

Garcia, Pete **San Juan**
 Employed by Swift Beef Company for the past eighteen years as Meat Buyer and Sales Manager; PSJA School Board from 2004 to present; Member of Region I School Board Association, Texas Association of School Boards, TASB Legislative Advisory Council, National Association Council of School Boards, Mexican School Boards and National Association of Latino Elected Officials

Garza, Richard A. **Edinburg**
 Real Estate Broker/Developer/ BIC Realty & Investments

Guerra, Arturo "Art" E. Guerra Jr. **McAllen**
 Attorney; Rancher; former County Court at Law Judge; former State District Judge

Hernandez, David **Weslaco**
 Owner & Operator Holiday Wine & Liquors; Owner of Hernandez Farms; Director, Weslaco Economic Development Corporation; Commissioner, Weslaco Planning and Zoning Commission; former Weslaco ISD Board member; Board of Directors McAllen Boys & Girls Club; Board of Directors Weslaco Development Committee; Board of Directors Palm Valley Animal Center (formerly Upper Valley Humane Society)

Requenez, Amador **Mission**
 Construction; owner of Valley Welding & Crane Service in Mission

Trevino, Gregorio **San Juan**
 Attorney-At-Law

Whitaker, Charlie **Alamo**
 Retired from Hewlett-Packard Company, Past CEO and Board President of Dusty Enterprises, currently serving on the Board of Directors of Alamo Country Club

**AUTHORIZED VOTES FOR
HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
2008 - 2009**

ENTITY	2006 LEVIED	TOTAL TAX LEVY	2006 PERCENT	NUMBER OF VOTES	NUMBER OF POSITIONS	TOTAL VOTES
Hidalgo County	\$ 124,526,670.68	\$ 548,302,638.95	22.71%	227	5	1135
Drainage Dist. #1	\$ 8,252,239.75	\$ 548,302,638.95	1.51%	15	5	75
CITIES						
Alamo	\$ 2,077,054.00	\$ 548,302,638.95	0.38%	4	5	20
Alton	\$ 590,287.65	\$ 548,302,638.95	0.11%	1	5	5
Donna	\$ 2,738,201.00	\$ 548,302,638.95	0.50%	5	5	25
Edcouch	\$ 341,135.30	\$ 548,302,638.95	0.06%	1	5	5
Edinburg	\$ 15,885,925.60	\$ 548,302,638.95	2.90%	29	5	145
Elsa	\$ 728,073.00	\$ 548,302,638.95	0.13%	1	5	5
Granjeno	\$ 10,293.43	\$ 548,302,638.95	0.002%	1	5	5
Hidalgo	\$ 868,792.00	\$ 548,302,638.95	0.16%	2	5	10
La Joya	\$ 497,567.92	\$ 548,302,638.95	0.09%	1	5	5
La Villa	\$ 223,087.65	\$ 548,302,638.95	0.04%	1	5	5
McAllen	\$ 21,953,813.00	\$ 548,302,638.95	4.00%	40	5	200
Mercedes	\$ 2,088,854.17	\$ 548,302,638.95	0.38%	4	5	20
Mission	\$ 13,092,874.92	\$ 548,302,638.95	2.39%	24	5	120
Palmview	\$ 432,196.00	\$ 548,302,638.95	0.08%	1	5	5
Penitas	\$ 121,615.34	\$ 548,302,638.95	0.02%	1	5	5
Pharr	\$ 11,113,699.00	\$ 548,302,638.95	2.03%	20	5	100
Progreso	\$ 209,564.31	\$ 548,302,638.95	0.04%	1	5	5
San Juan	\$ 3,969,895.75	\$ 548,302,638.95	0.72%	7	5	35
Sullivan	\$ 178,632.24	\$ 548,302,638.95	0.03%	1	5	5
Westaco	\$ 6,982,093.49	\$ 548,302,638.95	1.27%	13	5	65
SCHOOLS						
Donna	\$ 10,710,809.00	\$ 548,302,638.95	1.95%	20	5	100
Edcouch-Elsa	\$ 2,997,780.97	\$ 548,302,638.95	0.55%	5	5	25
Edinburg	\$ 60,729,696.24	\$ 548,302,638.95	11.08%	111	5	555
Hidalgo	\$ 4,096,327.70	\$ 548,302,638.95	0.75%	7	5	35
La Joya	\$ 27,365,475.54	\$ 548,302,638.95	4.99%	50	5	250
La Villa	\$ 910,860.47	\$ 548,302,638.95	0.17%	2	5	10
Lyford	\$ 136,723.00	\$ 548,302,638.95	0.02%	1	5	5
McAllen	\$ 71,415,165.97	\$ 548,302,638.95	13.02%	130	5	650
Mercedes	\$ 3,661,846.31	\$ 548,302,638.95	0.67%	7	5	35
Mission	\$ 18,075,904.05	\$ 548,302,638.95	3.30%	33	5	165
Monte Alto	\$ 725,479.41	\$ 548,302,638.95	0.13%	1	5	5
PSJA	\$ 39,020,438.45	\$ 548,302,638.95	7.12%	71	5	355
Progreso	\$ 1,433,401.31	\$ 548,302,638.95	0.26%	3	5	15
Sharyland	\$ 26,310,969.96	\$ 548,302,638.95	4.80%	48	5	240
So Tx College	\$ 33,515,807.10	\$ 548,302,638.95	6.11%	61	5	305
South Texas ISD	\$ 8,625,077.72	\$ 548,302,638.95	1.57%	16	5	80
Valley View	\$ 4,075,931.06	\$ 548,302,638.95	0.74%	7	5	35
Westaco	\$ 17,612,378.49	\$ 548,302,638.95	3.21%	32	5	160
GRAND TOTALS	\$ 548,302,638.95	\$ 548,302,638.95	100%	1005	5	5025

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

**RESOLUTION CASTING COUNTY OF HIDALGO VOTES FOR
THE POSITION OF DIRECTOR OF THE HIDALGO COUNTY
APPRAISAL DISTRICT BOARD**

BE IT RESOLVED, that on this day, December 5, 2007, in an official meeting of the Hidalgo County Commissioners' Court, the Commissioners' Court cast 1,135 votes for the position of Director of the Hidalgo County Appraisal District for 2008-2009 as follows:

_____ Cantu Manuel
_____ Elizondo, Rodolfo T.
_____ Elizondo, Rodrigo "Rudy"
_____ Garcia, Pete
_____ Garza, Richard A.
_____ Guerra, Arturo "Art" E. Jr.
_____ Hernandez, David
_____ Requenez, Amador
_____ Treviño, Gregorio
_____ Whitaker, Charles

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this County is designated as the Authorized Official to certify to the Hidalgo County Appraisal District the due adoption and existence of this resolution.

Adopted this 5th day of December, 2007.

Juan D. Salinas, III, County Judge

Attest:

Arturo Guajardo, Jr., County Clerk

AI-6773
457 plan hardship request
CC REGULAR

17.N.

Date: 12/05/2007
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval to authorize withdrawal of 457 Plan for the following employees: #120669 & #099406 due to hardship

BACKGROUND

Fiscal Impact

Attachments

Link: [request](#)

Link: [request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/28/2007 04:21 PM	APRV
2	Erika Reyna	Erika Reyna	11/29/2007 10:13 AM	APRV
3	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Monica Badillo
Started On: 11/28/2007 03:55 PM

Final Approval Date: 11/30/2007

Employee # 120669

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name

457 Plan

Participant Name

Daniel Vega

Address

6707 East Canton Edinburg, TX 78539

Social Security No

[Redacted]

Daytime Phone No.

(956) 318-2460

SECTION I: Hardship

I understand that a withdrawal of salary deferrals and any other available contribution sources will be considered due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than a withdrawal of salary deferrals and any other available contribution sources, due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal and the maximum salary deferrals for next calendar year shall be reduced by the amount of your salary deferrals for this calendar year.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- Purchase (excluding mortgage payments) of my principal residence.
- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- The need to prevent eviction from or mortgage foreclosure on my personal residence.

Hardship Requested \$ 3923.39 Year-to-date deferrals

I hereby request a withdrawal of salary deferrals and any other contribution sources that are available for hardship withdrawal. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election.

Participant Signature X

[Handwritten Signature]

Date

11/27/07

SECTION II: Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

Authorized Plan Representative X

Date

SECTION III: Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- If distribution is over \$5,000.00. Please have Spousal Consent form filled out and notarized.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type. 457 Savings Plan
Plan Name
Participant Name Lauro Torres # 099406
Address P.O. Box 282 Los Ebanos, Tx. 78565
Social Security No. _____ **time Phone No.** (956) 205-7000

SECTION I: Hardship Withdrawal Request

I understand that a withdrawal of salary deferrals and any other available contribution source dollars will be considered due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than a withdrawal of salary deferrals and any other available contribution sources, due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal and the maximum salary deferrals for next calendar year shall be reduced by the amount of your salary deferrals for this calendar year.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- Purchase (excluding mortgage payments) of my principal residence.
- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- The need to prevent eviction from or mortgage foreclosure on my personal residence.

Hardship Requested \$ 1,200.00 Year-to-date deferrals _____

I hereby request a withdrawal of salary deferrals and any other contribution sources that are available for hardship withdrawal. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election.

Participant Signature X [Signature] Date Nov 29, 2007

SECTION II: Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

Authorized Plan Representative X _____ Date _____

SECTION III: Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- If distribution is over \$5,000.00. Please have Spousal Consent form filled out and notarized.
- S&A will help facilitate the check as requested above.

Fax request to:
 Simpkins & Associates
 (972) 860-7133

AI-6739

17.O.

**HB 621 "Opt Out" and retain right to tax "goods in transit"
CC REGULAR**

Date: 12/05/2007

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

1. Public Hearing on House Bill 621 (codified at Section 11.253 of the Tax Code) , which amends the Tax Code to provide for an exemption from ad valorem taxation for "goods in transit".
2. Discussion, consideration, and approval of an Order for Hidalgo County to opt out of the exemption and continue taxing "goods in transit".

BACKGROUND

Fiscal Impact

Attachments

Link: [Order](#)

Link: [HB621](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	11/29/2007 01:50 PM	APRV
2	Budget & Management	Dina Trevino	11/29/2007 02:58 PM	APRV
3	Ivan Cantu	Ivan Cantu	11/29/2007 03:18 PM	APRV
4	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Sergio Cruz

Started On: 11/28/2007 08:56 AM

Final Approval Date: 11/30/2007

ORDER

AN ORDER OF THE COUNTY OF HIDALGO, TEXAS PROVIDING FOR THE TAXATION OF GOODS-IN-TRANSIT EXEMPT UNDER SECTION 11.253 OF THE TAX CODE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the 80th Texas Legislature in its regular session, enacted House Bill 621 for the purpose of exempting certain tangible personal property from ad valorem taxation; and

WHEREAS, the governing body of a taxing unit may take official action to the tax the exempt property, said goods-in-transit property being defined as tangible personal property that (A) is acquired in or imported into this state to be forwarded to another location in this state or outside this state; (B) is detained at a location in this state in which the owner of the property does not have a direct or indirect ownership interest for assembling, storing, manufacturing, processing or fabricating purposes by the person who acquired or imported the property; (C) is transported to another location in this state or outside this state not later than 175 days after the date the person acquired the property in or imported the property into this state; and (D) does not include oil, natural gas, petroleum products, aircraft, dealer's motor vehicle inventory, dealer's vessel and outboard motor inventory, dealer's heavy equipment inventory or retail manufactured housing inventory.

WHEREAS, any official action to tax such otherwise exempt property must be taken before January 1st of the first tax year in which the governing body proposes to tax the goods-in-transit; and

WHEREAS, the Commissioners' Court may at any time change its decision and choose to exempt said property.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

SECTION 1. That the County of Hidalgo, Texas shall tax certain tangible personal property, as defined in and authorized by Vernon's Texas Codes Annotated, Texas Constitution, Article VIII, 1-j (1990) and Vernon's Texas Codes Annotated, Texas Property Tax Code, Section 11.253, effective January 1, 2008.

SECTION 2. That all orders or portions thereof in conflict with the provisions of this order, to the extent of such conflict, are hereby repealed. To the extent that such orders or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

SECTION 3. That should any word, sentence, clause, paragraph or provision of this order be held to be invalid or unconstitutional the validity of the remaining provisions of this order shall be affected and shall remain in full force and effect.

SECTION 4. That the present orders of the County of Hidalgo are inadequate to provide for adequate ad valorem taxation which creates an urgency and an emergency for the preservation of the public health, safety and welfare, and requires that this order shall take effect immediately upon passage.

DULY PASSED AND APPROVED by the Commissioners' Court of the County of Hidalgo, Texas, on the 5th day of December, 2007.

Juan D. Salinas, III
County Judge

Sylvia S. Handy
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Oscar Garza, Jr.
Commissioner, Precinct 4

ATTEST:

Arturo Guajardo, Jr.
County Clerk

By: Stephen Crain
Atlas & Hall

Hidalgo County Appraisal District

ADMINISTRATION

Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



BOARD OF DIRECTORS

Richard A. Garza	Chairman
Arturo E. Guerra, Jr.	Vice-Chairman
Amador Requenez	Secretary
Roy Rodriguez	Member
David Hernandez	Member
Armando Barrera, Jr.	Member

September 20, 2007

www.hidalgoad.org

Honorable County Judge
J. D. Salinas
PO Box 1356
Edinburg, TX 78539

Re: House Bill (HB) 621

The Texas Legislature recently adjourned the 80th Legislative Session, during which several bills relating to Ad Valorem taxation were passed. One bill of specific interest is House Bill (HB) 621, which amends Chapter 11 of the Property Tax Code by adding Section 11.253. This bill authorizes, as of January 1, 2008, the exemption of "goods-in-transit" detained at a location in Texas in which the owner of the "goods" does not have a direct or indirect ownership interest and transported to another location within 175 days, unless the Governing Body of a Taxing Unit takes specific action to tax the property.

This exemption applies to inventory located in a manufacturing plant, warehouse or storage facility, which is not owned by the owner of the inventory. Therefore, due to the number of warehouse facilities in our area, this exemption could have a tremendous impact or reduction in your valuations for 2008.

After thoroughly reviewing the ramifications of HB 621, and consulting with your legal counsel, you will need to decide whether or not to exempt this type of property. Should you choose to exempt these items then no further action is required on your part. Taxing such "goods" will require the Governing Body to take **Official Action** as provided by Section 11.253(j) of the Property Tax Code. In order for the exemption not to take effect for the 2008 tax year, the official action must be taken prior to January 1, 2008.

If you require additional information regarding this matter, please do not hesitate to contact me at (956) 381-8466.

Respectfully,



Rolando Garza, RPA
Chief Appraiser

RG:pa

Attachment

Fax: Administration (956) 289-2120 Market Analysis (956) 289-2122 Real Estate (956) 289-2121
Data Processing (956) 289-2121 Personal Property (956) 289-2122 Property Records (956) 289-2123
Exemptions (956) 289-2123 GIS/Mapping (956) 289-2123 Public Information (956) 289-2123

AN ACT

relating to the exemption from ad valorem taxation of tangible personal property held temporarily at a location in this state for assembling, storing, manufacturing, processing, or fabricating purposes.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter B, Chapter 11, Tax Code, is amended by adding Section 11.253 to read as follows:

Sec. 11.253. TANGIBLE PERSONAL PROPERTY IN TRANSIT. (a) In this section:

(1) "Dealer's motor vehicle inventory," "dealer's vessel and outboard motor inventory," "dealer's heavy equipment inventory," and "retail manufactured housing inventory" have the meanings assigned by Subchapter B, Chapter 23.

(2) "Goods-in-transit" means tangible personal property that:

(A) is acquired in or imported into this state to be forwarded to another location in this state or outside this state;

(B) is detained at a location in this state in which the owner of the property does not have a direct or indirect ownership interest for assembling, storing, manufacturing, processing, or fabricating purposes by the person who acquired or imported the property;

(C) is transported to another location in this state or outside this state not later than 175 days after the date the person acquired the property in or imported the property into this state; and

(D) does not include oil, natural gas, petroleum products, aircraft, dealer's motor vehicle inventory, dealer's vessel and outboard motor inventory, dealer's heavy equipment inventory, or retail manufactured housing inventory.

(3) "Location" means a physical address.

(4) "Petroleum product" means a liquid or gaseous material that is an immediate derivative of the refining of oil or natural gas.

(b) A person is entitled to an exemption from taxation of the appraised value of that portion of the person's property that consists of goods-in-transit.

(c) The exemption provided by Subsection (b) is subtracted from the market value of the property determined under Section 23.01 or 23.12, as applicable, to determine the taxable value of the property.

(d) Except as provided by Subsections (f) and (g), the chief appraiser shall determine the appraised value of goods-in-transit under this subsection. The chief appraiser shall determine the percentage of the market value of tangible personal property owned by the property owner and used for the production of income in the preceding calendar year that was contributed by goods-in-transit. For the first year in which the exemption applies to a taxing unit, the chief appraiser shall determine that percentage as if the exemption applied in the preceding year. The chief appraiser shall apply that percentage to the market value of the property owner's tangible personal property used for the production of income for the current year to determine the appraised value of goods-in-transit for the current year.

(e) In determining the market value of goods-in-transit that in the preceding year were assembled, stored, manufactured, processed, or fabricated in this state, the chief appraiser shall exclude the cost of equipment, machinery, or materials that entered into and became component parts of the goods-in-transit but were not themselves goods-in-transit or that were not transported to another location in this state or outside this state before the expiration of 175 days after the date they were brought into this state by the property owner or acquired by the property owner in this state. For component parts held in bulk, the chief appraiser may use the average length of time a component part was held by the owner of the component parts during the preceding year at a location in this state that was not owned by or under the control of the owner of the component parts in determining whether the component parts were transported to another location in this state or outside this state before the expiration of 175 days.

(f) If the property owner was not engaged in transporting goods-in-transit to another location in this state or outside this state for the entire preceding year, the chief appraiser shall calculate the percentage of the market value described in Subsection (d) for the portion of the year in which the property owner was engaged in transporting goods-in-transit to another location in this state or outside this state.

(g) If the property owner or the chief appraiser demonstrates that the method provided by Subsection (d) significantly understates or overstates the market value of the property qualified for an exemption under Subsection (b) in the current year, the chief appraiser shall determine the market value of the goods-in-transit to be exempt by determining, according to the property owner's records and any other available information, the market value of those goods-in-transit owned by the property owner on January 1 of the current year, excluding the cost of equipment, machinery, or materials

that entered into and became component parts of the goods-in-transit but were not themselves goods-in-transit or that were not transported to another location in this state or outside this state before the expiration of 175 days after the date they were brought into this state by the property owner or acquired by the property owner in this state.

(h) The chief appraiser by written notice delivered to a property owner who claims an exemption under this section may require the property owner to provide copies of property records so the chief appraiser can determine the amount and value of goods-in-transit and that the location in this state where the goods-in-transit were detained for assembling, storing, manufacturing, processing, or fabricating purposes was not owned by or under the control of the owner of the goods-in-transit. If the property owner fails to deliver the information requested in the notice before the 31st day after the date the notice is delivered to the property owner, the property owner forfeits the right to claim or receive the exemption for that year.

(i) Property that meets the requirements of this section constitutes goods-in-transit regardless of whether the person who owns the property on January 1 is the person who transports the property to another location in this state or outside this state.

(j) The governing body of a taxing unit, in the manner required for official action by the governing body, may provide for the taxation of goods-in-transit exempt under Subsection (b) and not exempt under other law. The official action to tax the goods-in-transit must be taken before January 1 of the first tax year in which the governing body proposes to tax goods-in-transit. Before acting to tax the exempt property, the governing body of the taxing unit must conduct a public hearing as required by Section 1-n(d), Article VIII, Texas Constitution. If the governing body of a taxing unit provides for the taxation of the goods-in-transit as provided by this subsection, the exemption prescribed by Subsection (b) does not apply to that unit. The goods-in-transit remain subject to taxation by the taxing unit until the governing body of the taxing unit, in the manner required for official action, rescinds or repeals its previous action to tax goods-in-transit, or otherwise determines that the exemption prescribed by Subsection (b) will apply to that taxing unit.

(k) A property owner who receives the exemption from taxation provided by Subsection (b) is not eligible to receive the exemption from taxation provided by Section 11.251 for the same property.

SECTION 2. Section 26.012(15), Tax Code, is amended to read as follows:

(15) "Lost property levy" means the amount of taxes levied in the preceding year on property value that was taxable in the preceding year but is not taxable in the current year because the property is exempt in the current year under a provision of this code other than Section 11.251 or 11.253, the property has qualified for

special appraisal under Chapter 23 [~~of this code~~] in the current year, or the property is located in territory that has ceased to be a part of the unit since the preceding year.

SECTION 3. Section 403.302(d), Government Code, is amended to read as follows:

(d) For the purposes of this section, "taxable value" means the market value of all taxable property less:

(1) the total dollar amount of any residence homestead exemptions lawfully granted under Section 11.13(b) or (c), Tax Code, in the year that is the subject of the study for each school district;

(2) one-half of the total dollar amount of any residence homestead exemptions granted under Section 11.13(n), Tax Code, in the year that is the subject of the study for each school district;

(3) the total dollar amount of any exemptions granted before May 31, 1993, within a reinvestment zone under agreements authorized by Chapter 312, Tax Code;

(4) subject to Subsection (e), the total dollar amount of any captured appraised value of property that:

(A) is within a reinvestment zone created on or before May 31, 1999, or is proposed to be included within the boundaries of a reinvestment zone as the boundaries of the zone and the proposed portion of tax increment paid into the tax increment fund by a school district are described in a written notification provided by the municipality or the board of directors of the zone to the governing bodies of the other taxing units in the manner provided by Section 311.003(e), Tax Code, before May 31, 1999, and within the boundaries of the zone as those boundaries existed on September 1, 1999, including subsequent improvements to the property regardless of when made;

(B) generates taxes paid into a tax increment fund created under Chapter 311, Tax Code, under a reinvestment zone financing plan approved under Section 311.011(d), Tax Code, on or before September 1, 1999; and

(C) is eligible for tax increment financing under Chapter 311, Tax Code;

(5) for a school district for which a deduction from taxable value is made under Subdivision (4), an amount equal to the taxable value required to generate revenue when taxed at the school district's current tax rate in an amount that, when added to the taxes of the district paid into a tax increment fund as described by Subdivision (4)(B), is equal to the total amount of taxes the district would have paid into the tax increment fund if the district levied taxes at the rate the district levied in 2005;

(6) the total dollar amount of any exemptions granted under Section 11.251 or 11.253, Tax Code;

(7) the difference between the comptroller's estimate of the market value and the productivity value of land that qualifies for appraisal on the basis of its productive capacity, except that the productivity value estimated by the comptroller may not exceed the fair market value of the land;

(8) the portion of the appraised value of residence homesteads of individuals who receive a tax limitation under Section 11.26, Tax Code, on which school district taxes are not imposed in the year that is the subject of the study, calculated as if the residence homesteads were appraised at the full value required by law;

(9) a portion of the market value of property not otherwise fully taxable by the district at market value because of:

(A) action required by statute or the constitution of this state that, if the tax rate adopted by the district is applied to it, produces an amount equal to the difference between the tax that the district would have imposed on the property if the property were fully taxable at market value and the tax that the district is actually authorized to impose on the property, if this subsection does not otherwise require that portion to be deducted; or

(B) action taken by the district under Subchapter B or C, Chapter 313, Tax Code;

(10) the market value of all tangible personal property, other than manufactured homes, owned by a family or individual and not held or used for the production of income;

(11) the appraised value of property the collection of delinquent taxes on which is deferred under Section 33.06, Tax Code;

(12) the portion of the appraised value of property the collection of delinquent taxes on which is deferred under Section 33.065, Tax Code; and

(13) the amount by which the market value of a residence homestead to which Section 23.23, Tax Code, applies exceeds the appraised value of that property as calculated under that section.

SECTION 4. This Act applies only to taxes imposed for a tax year beginning on or after the effective date of this Act.

SECTION 5. This Act takes effect January 1, 2008.

President of the Senate

Speaker of the House

I certify that H.B. No. 621 was passed by the House on April 4, 2007, by the following vote: Yeas 134, Nays 0, 1 present, not voting; and that the House concurred in Senate amendments to H.B. No. 621 on May 23, 2007, by the following vote: Yeas 145, Nays 0, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 621 was passed by the Senate, with amendments, on May 18, 2007, by the following vote: Yeas 29, Nays 0.

Secretary of the Senate

APPROVED: _____

Governor

AI-6769

17.P.

1/2 day holiday - Dec. 21st

CC REGULAR

Date: 12/05/2007

Submitted By: Monica Badillo, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Discussion, consideration and action to allow early release at noon for county employees on December 21, 2007

BACKGROUND

This will be considered a holiday -- no time will be deducted from employees.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/30/2007 08:16 AM	APRV
2	Auditor's Office		11/30/2007 05:15 PM	NEW
Form Started By: Monica Badillo			Started On: 11/28/2007 03:39 PM	
Final Approval Date: 11/30/2007				

Form Started By: Ivan Cantu

Started On: 11/30/2007 02:32
PM

Final Approval Date: 11/30/2007



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

TO: Valde Guerra, Executive Officer
Department of Budget and Management

FROM: Lupe Trevino, Sheriff
Hidalgo County Sheriff's Office

By: Anacleto Martinez, Chief Deputy

DATE: November 19, 2007

RE: FY 2007 SCAAP Grant Award

The Bureau of Justice Assistance has notified us that they have completed their review of the Hidalgo County Adult Detention Bureau's inmate and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The County of Hidalgo has been awarded an amount identified as \$241,214.00 for FY 2007. We are now required to accept such award within 45 calendar days of notification which has been established as November 15th, 2007.

For FY 2007 onward, however, the Department of Justice Reauthorization Act of 2005 requires that all SCAAP funds be used for correctional purposes only (see attached).

BJA has provided us with a list of acceptable uses for the funds, and the Sheriff's Office has determined that for this award we will utilize the funds for the purchase of transportation vehicles in keeping with the Budget Office's vehicle replacement program. Other categories that we would probably utilize are Prison Industries and Technology for interagency information sharing.

Based on the aforementioned requirement on the expenditure of the SCAAP funds, the Sheriff's Office would like to see a separate account created for the deposit and tracking of expenditures out of this fund. We are therefore requesting that this item be placed on Commissioner's Court Agenda for the award acceptance. If we can be of any other assistance please feel free to communicate with us at (956) 393-6002.

Cc: Raul Silguero, DBM
Dina Trevino, DBM

7-1100-331-00-280-001-0-000


State Criminal Alien Assistance Program 2007-F3516-TX-AP

 OMB Number: 1121-0243
 Expires: 02/29/2004

[SCAAP Help](#)

Grant Number:

 2008-AP-
 BX-0306

[GMS Home](#)

Jurisdiction:

 County of
 Hidalgo

[Log Off](#)

Vendor Number:

746000717

Award Amount:

\$241,214

Fiscal Year 2007 Payment Acceptance and Electronic Transfer of Funds

The Bureau of Justice Assistance (BJA) has completed its 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 findings related to any information reported in your application.

Applicants are now required to accept awards online within 45 calendar days of award notice, in accordance with the Office of Justice Programs (OJP) Financial Guide, Part II, Chapter 2, Acceptance Procedures requiring acceptance/drawdown of awards with 45 days of notice of award, and Part IV, Chapter 2, section 16.606, State Criminal Alien Assistance Program (SCAAP) requiring an "expeditious draw-down of payments."

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. For FY 2007 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. Please see the use of funds list and certification below. With your acceptance (by clicking on the Accept button below) 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 on-line SCAAP registration process and in accordance with applicable E-Government rules and requirements.

All issues related to the electronic transfer of funds or the bank account of record must be referred to the OC Customer Service Center at 800-458-0786. Please allow 15 business days for the electronic payment process to be complete before contacting OC. Please have the grant number, amount, and vendor information (noted above) available when you call.

FY 2007 SCAAP Use of Funds List

- Salaries for corrections officers
- Overtime costs
- Performance based bonuses
- Corrections work force recruitment and retention
- Construction of corrections facilities
- Training / education for offenders
- Training for corrections officers related to offender population management
- Consultants involved with offender population
- Medical and mental health services
- Vehicle rental / purchase for transport of offenders
- Prison Industries
- Pre-release / reentry programs
- Technology involving offender management / inter agency information sharing
- Disaster preparedness continuity of operations for corrections facility

As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2007 State Criminal Alien Assistance Program.

Accept Decline



Richard Ozuna/HCSO
11/02/2007 04:05 PM

To Anacleto Martinez/HCSO@HCSO, Rene
Gonzalez/HCSO@HCSO
cc
bcc
Subject Fw: FY 2007 SCAAP Update
t

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 11/02/2007 03:59 PM —



"SCAAP"
<SCAAP@usdoj.gov>
11/02/2007 02:55 PM

To "SCAAP" <SCAAP1@usdoj.gov>
cc
bcc
Subject FY 2007 SCAAP Update
t

Dear FY 2007 SCAAP Applicants,

The Bureau of Justice Assistance (BJA) continues to work on processing the FY 2007 SCAAP applications.

BJA would like to remind FY 2007 SCAAP applicants of updates in the Guidelines, including that starting with 2007 SCAAP awards, funds may be used for "correctional purposes only." Jurisdictions receiving FY 2007 SCAAP awards will be required to certify, when they accept the awards, that they intend to use FY 2007 SCAAP funding for one or more of the corrections purposes appearing in the list within this email. Additionally, please note that inmate data submitted with SCAAP applications may be shared with other federal government agencies.

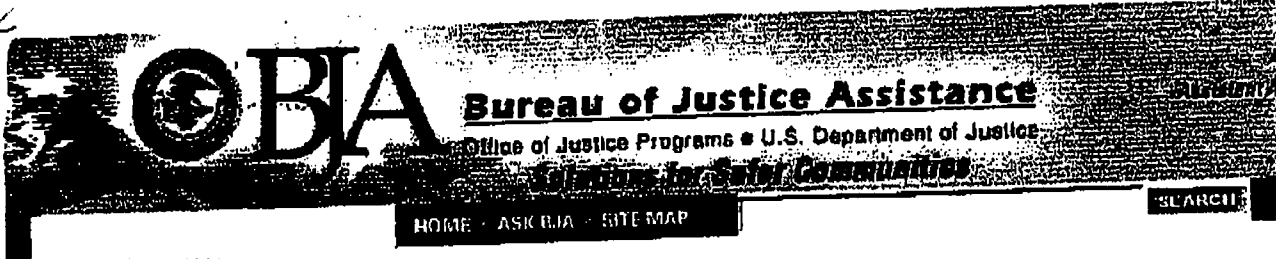
For questions regarding the use of funds list or suggestions for the list, please contact the SCAAP Help Desk at SCAAP@usdoj.gov

SCAAP Program Team

FY 2007 SCAAP Use of Funds List

Salaries for corrections officers
Overtime costs

Performance based bonuses
Corrections work force recruitment and retention
Construction of corrections facilities
Training / education for offenders
Training for corrections officers related to offender population management
Consultants involved with offender population
Medical and mental health services
Vehicle rental / purchase for transport of offenders
Prison Industries
Pre-release / reentry programs
Technology involving offender management / inter agency information sharing
Disaster preparedness continuity of operations for corrections facility



- About BJA
- Funding
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- Grants Resources
- Justice Issues
- Training and Technical Assistance
- Jobs/Internships
- Publications
- Justice Assistance Grant Program
- Public Safety Officers' Benefits Program

Programs

State Criminal Alien Assistance Program (SCAAP)

- FY 2007 SCAAP Guidelines (PDF)
- FY 2007 ICE Country Codes (PDF)
- FY 2007 Inmate Data File Format (PDF)

FY 2007 SCAAP Funds

The application period for FY 2007 SCAAP funds is now open. All applications must be submitted via the OJP online Grants Management System (GMS). Applicants must complete the GMS registration process by 8:00 pm e.t. on July 11, 2007. All completed applications must be submitted by 8:00 pm e.t. on July 18, 2007.

Overview: BJA administers SCAAP, in conjunction with the Bureau of Immigration and Customs Enforcement and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

NEW! Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." **Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.** Jurisdictions receiving SCAAP awards will be asked to report the projected use of these funds at the time the award is accepted.

Reporting Period: The reporting period for the FY 2007 application period is July 1, 2005 through June 30, 2006. Only qualifying inmates who served four or more days during this period may be included in the FY 2007 SCAAP application.

Eligible Inmates - Applicant Responsibilities: Unless otherwise prohibited, applicants may submit records of inmates in their custody during the reporting period who: were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship; were in the applicant's custody for four or more consecutive days during the reporting period; were convicted of a felony or second misdemeanor for violations of state or local law; were identified and reported using due diligence.

Due Diligence

In preparing the inmate data files of persons meeting the eligibility criteria for SCAAP, jurisdictions shall use due diligence to determine the accuracy of the inmate records and related claims submitted to BJA, and they shall not submit an inmate record if the jurisdiction knows or has reason to know that the information is false or that the inmate does not qualify.



Account Year 7 Accounting Period 13 Period YTD 184553 pg 10 10 -1

Account No 7-1100-331-00-280-001-0-000 Description STATE CRIMINAL ALIEN ASSIST PROG (SCAAP)

Summary Budgets Open Encumbrances Encumbrance Detail All Encumbrances PH < > >>

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	198,750.00	198,750.00	.00	.00	198,750.00
07	.00	.00	.00	448,821.00	250,071.00-
10	.00	.00	.00	51,787.00	301,858.00-
YTD	198,750.00	198,750.00	.00	500,608.00	301,858.00-
PRE	.00	.00	.00	.00	.00
TOT	198,750.00	198,750.00	.00	500,608.00	301,858.00-

AI-6837

17.R.

CO 1336 Constable Pct. 1 transfers

CC REGULAR

Date: 12/05/2007
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Constable Pct. 1:
1. Approval to appropriate funds from the Certificates of Obligation Series 2006 (fund 1336) for the Constable Pct. 1 - Buildings in the amount of \$93,100.79.
2. Approval of interdepartmental transfer from the Certificates of Obligation Series 2006 - B & G to Constable Pct. 1 (fund 1336) in the amount of \$279,804.38.

BACKGROUND

To fund the new construction of the Constable Pct. 1 offices as part of the 2006-2010 CIP. Monies to be appropriated into object code 720-Buildings. Total amount to be appropriated is \$372,804.38.

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** fund 1336-new acct Constable pct. 1
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$93,100.79 for the Constable pct. 1 new offices as part of the 2006-2010 CIP Plan.

Available Unreserved fund balance as of 11-30-07 \$93,100.79.

Interdept transfer from acct #7-1336-419-40-220-027-0-452 --> Constable Pct. 1-Buildings new acct object code 720 for \$279,703.59. Available balance as of 11-30-07 \$375,505.93.

Attachments

Link: [6837 CO 1336 BA Constable Pct. 1](#)

Link: [6837 Transfer Constable pct. 1](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	11/30/2007 04:28 PM	APRV

2 Budget & Management Dina Trevino 11/30/2007 05:08 PM APRV
3 Auditor's Office 11/30/2007 05:15 PM NEW

Form Started By: Ivan Cantu

Started On: 11/30/2007 04:01
PM

Final Approval Date: 11/30/2007

DATE: November 30, 2007

AI 6837

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for the
2006 Certificate of Obligation Fund-For
Constable Pct. 1 (1336)

ACCOUNT NUMBER: Fund 1336 CO, 2006

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1336-NEW ACCT-720	CO, 2006-CONSTABLE PCT. 1-BUILDINGS	93,100.79
TOTAL BUDGET INCREASE (DECREASE)		\$ 93,100.79

REASON: To appropriate funds for the construction of the new Constable Pct. 1 offices as part of the 2006-2010 CIP Plan.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-6771
Cause No. CL-04-1688-D
CC REGULAR

18.D.

Date: 12/05/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Cause No. CL-04-1688-D: Fitzgerald Construction Inc. vs. Hidalgo County Headstart Program

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 10:51 AM	APRV
2	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Norma Silva
Started On: 11/28/2007 03:53 PM
Final Approval Date: 11/30/2007

AI-6772
Cause No. CL-04-1688-D
CC REGULAR

19.D.

Date: 12/05/2007
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Cause No. CL-04-1688-D: Fitzgerald Construction Inc. vs. Hidalgo County Headstart Program

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	11/29/2007 10:52 AM	APRV
2	Auditor's Office		11/30/2007 05:15 PM	NEW

Form Started By: Norma Silva
Started On: 11/28/2007 03:55 PM
Final Approval Date: 11/30/2007
