AI-8475 **6.B.**

Food Service Establishment Requirements
CC REGULAR

Date: 03/25/2008
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting authorization to implement additional food service establishment requirements developed by Hidalgo County Health and Human Services.

BACKGROUND

To improve public health and sanitation in our Community.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No additional funding required.

Attachments

Link: Food Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/19/2008 07:29 AM	APRV
2	Erika Reyna	Erika Reyna	03/20/2008 10:16 AM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Josie Escalante			Started On: 03/18/2008 02:27 PM	
Final Approval Date: 03/20/2008				

Hidalgo County Health & Human Services Department

Environmental Division

Policies & Procedures

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PREFACE

Health & Human Services Department-Environmental Division (HCHHSD-ED) is authorized to enforce state and federal laws and regulations concerning food service establishments, retail food stores, mobile food units, and roadside food vendors pursuant to various Texas Health and Safety Code statutes. (e.g. TEX HEALTH & SAFETY CODE ANN. §§ 437.001 *et seq.*, as amended. 25 TEX. ADM. CODE §§ 229.161 – 229.171, 229.173 – 229.175, as amended.) We have also adopted the current FDA Draft Voluntary National Retail Food Regulatory Program Standards.

To enforce state and federal laws and regulations, Hidalgo County by order may require food service establishments, retail food stores, mobile food units, and roadside vendors in unincorporated areas of the county, including areas in extraterritorial jurisdiction of a municipality, to obtain a permit from the county. TEX HEALTH & SAFETY CODE ANN. §§ 437.003, as amended. 12 TEX. ADM. CODE § 229.373, as amended.

Pursuant to Texas Administrative Code Title 25, Chapter 229, Section 169(a)(1), Hidalgo County may impose additional requirements to protect against health hazards related to the conduct of food establishments as a mobile food operation, may prohibit the sale of some or all potentially hazardous food, and when no health hazard will result, may waive or modify certain requirements relating to physical facilities. 25 TEX. ADM. Code § 229.169(a)(1), as amended.

In addition as approved by Hidalgo County Commissioners Court, HCHHSD-ED has imposed additional requirements for mobile vendors and all food establishments effective April 2008. The following are the additional requirements:

Display. A valid decal shall be displayed by a mobile food vendor:

a. Outside of the service window on the left or right side, used in connection with the mobile food vending operation;

b. On the trailer fender above the tailgate and license plate of an open, flat bed or enclosed trailer used in connection with the mobile food vending operation; or

c. At the top right-hand corner on the front of a pushcart, used in connection with the mobile food vending operation.

d. *Term.* Annual mobile food vendor's unit and/or on foot vendor's permits shall be valid only one (1) year from the date of issue unless sooner, suspended or revoked.

e. *Non-transferability.* Mobile food vendor units and/or on foot vendor's permits shall not be transferred or assigned and shall be considered revoked should

the character of the food vending operation be changed from that specified in the permit.

f. *Fee.* A fee of $5.00 will be paid for each mobile unit decal in addition to the health permit.

Food Manager's Certificate: The owner of the food establishment and the Manager of the food establishment must obtain a Food Manager's Certificate before a permit is issued.

Food Handler's Certificate: All employees of a food establishment must obtain a Food Handler's Certificate.

a. The Food Handler's class will be conducted at the HCHHSD-ED as scheduled.

b. The individual must call the HCHHSD-ED to sign-up for the class.

c. *Term.* The Food Handler's Certificate shall be valid only one (1) year from the date issued.

d. *Fee.* A fee of $10.00 will be paid prior to attending the Food Handler's class.

e. A picture food handler's identification card will be issued.

I. PURPOSE

The purpose of these Regulations is to safeguard public health and better assure that consumers obtain food that is safe, unadulterated, and honestly presented by establishing uniform monitoring for food establishments in the unincorporated areas of Hidalgo County, including areas in the extraterritorial jurisdiction of a municipality.

II. DEFINITIONS

Words and phases used in these Regulations shall have the meanings provided in Texas Health And Safety Code, Chapter 437 and Texas Administrative Code Title 25, Chapter 229. TEX. HEALTH & SAFTEY CODE ANN. §§ 437.001 *et seq.*, as amended and 25 TEX. ADM. CODE §§ 229.161 -229.171, and 229.173 – 229.175, as amended.

III. PERMITS

A. No person shall operate a food establishment in unincorporated areas of the county, including areas in the extraterritorial jurisdiction of a municipality, without having a permit issued by Hidalgo County Health and Human Service Department Environmental Division ("HCHHSD-ED"). Permits are not

transferable from one person to another or from one location to another location, except as permitted by these regulations. A valid permit must be posted in or on every food establishment in a conspicuous place. Only a person who complies with the requirements of state and federal regulations and these rules shall be entitled to a permit.

B. A food establishment operated solely by a nonprofit organization is exempt from the permitting requirement of these rules, but is not exempt from compliance with state and federal regulations. An organization claiming exemption from these rules as a nonprofit organization shall provide HCHHSD-ED with such documentation as HCHHSD-ED deems necessary to prove the establishment's current tax-exempt status as a nonprofit organization.

C. An establishment is not a food establishment for the purpose of the rules if it is excluded from the definition of food establishment under Texas Administrative Code Title 25, Chapter 229, Section 162(40), as amended and 25 Tex. Adm. Code § 229.162(40), as amended.

IV. ISSUANCE OF PERMIT

A. Any person desiring to operate a food establishment must make a written application for a permit on forms provided by HCHHSD-ED. The application must contain the name and address of each applicant, the location and type of the proposed food establishment, the applicable fee, and signature of applicant(s). An incomplete application will not be processed, even if initially accepted. Failure to provide all required information or falsifying information required may result in denial or revocation of the permit. Payment for a permit by a check that is returned for insufficient funds may result in revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.

B. Any false statement made in an application is a basis for denial or revocation of the permit.

C. Prior to the approval of an initial permit or the renewal of an existing permit, HCHHSD-ED shall inspect the proposed food establishment to determine compliance with state law and regulations. The applicant or permit holder must pay all applicable fees before a permit is issued.

D. Any person desiring to construct or extensively remodel a food establishment and whenever an existing structure is converted to use as a food establishment, a person must comply with policies and procedures of the Hidalgo County Planning Department, and the office of the Fire Marshall including but not limited to the On-Site Sewage Facility (OSSF) polices and procedures. The person must present to HCHHSD-ED a routing sheet from Planning Department, approved inspection from Fire Marshall and an approved inspection from OSSF Division. No permit shall be issued until HCHHSD-ED determines by inspection that all

construction, remodeling, or conversion has been performed in accordance with the approved plans and specifications.

E. Whenever a food establishment is constructed or extensively remodeled, or whenever an existing food establishment is converted to a food establishment, at least one pre-opening inspection shall be made. The purpose of the pre-opening inspection(s) is to ensure compliance with the approved submitted plan, state and federal regulations and any policies and procedures adopted by Hidalgo County.

F. There shall be an annual renewal of a permit under these policies and procedures. The renewal process shall be initiated by inspection to assure compliance with the state and federal regulations adopted by Hidalgo County.

VI. CRIMINAL PENALTY

A. A person commits an offense if the person operates a food service establishment, retail food store, mobile food unit, or roadside food vendor without a permit required by Hidalgo County. TEX. HEALTH & SAFETY CODE ANN. § 437.016, as amended.

B. An offense under this Section is a Class C Misdemeanor.

C. Each day on which a violation occurs constitutes a separate offense.

VII. INJUCTION

The District Attorney of Hidalgo County may sue in district court to enjoin a food establishment, retail food store, mobile food unit or roadside food vendor from operating without a permit, if one is required. TEX. HEALTH & SAFETY CODE ANN. § 437.015 as amended.

VIII. ADDITIONAL REQUIREMENTS FOR MOBILE FOOD ESTABLISHMENTS. 25 Tex. Adm. Code § 229.169

A. All mobile food establishments, including pushcarts and roadside food vendors, shall be readily identifiable by business name, printed in bold black letters not less than three (3) inches in height, no less than one and a half (1 ½) inches in width, permanently affixed, and prominently displayed upon at least two (2) sides of the units.

B. Prior to the approval of the initial permit or renewal of an existing permit, the applicant or permit holder shall provide written details or plans regarding the systems installed for approved water source, distribution, delivery, and retention and for waste, sewage, and wastewater retention, drainage, and disposal or removal.

C. A pushcart unit shall not exceed four (4) feet in width, eight (8) feet in length, and eight (8) feet in height including a unit's shade umbrella. In the event of an emergency situation, the unit shall be easily movable, controllable, and maneuverable by one (1) person when the unit is fully loaded. The bottom of the unit shall be at least one (1) foot from the ground. The unit shall not be self-propelled.

D. Live animals shall be excluded from the immediate adjacent surrounding areas of all mobile food establishments.

E. If toilet facilities are not provided on a mobile food establishment, a toilet facility shall be located within 300 feet. However, this provision does not apply to restricted mobile units (ie. mobile units that do not engage in any food preparation.). Upon application for a permit hereunder, a mobile unit operator must provide HCHHSD-ED with written permission by the owner of the toilet facility for use of restrooms by the permit holder. A mobile unit may not operate when the facility providing the toilet facilities is not open for business. Restroom facilities must be located within a building and must include a flush-type toilet and hand lavatory supplied with hot and cold running water under pressure. If the toilet facilities are Port-a-cans or similar facilities, the permit will not be approved.

F. All motor vehicles operating as mobile food establishments shall maintain a current Texas motor vehicle inspection sticker and current Texas motor-vehicle license-plate registration sticker.

IX. FEES

The following fees are to be paid in connection with applications submitted pursuant to these policies and procedures for the issuance or renewal of a permit.

Food Establishment Permit Fee	
Temporary Food Permit (14 Days)	$25.00
Food Establishments with 1-10 employees	$50.00
Food Establishments with 10 or more employees	$100.00

Separate businesses occupying the same booth must purchase individual permits. A business or individual who operates more than one booth at an event must designate the specific location of each booth at the event and must purchase a separate permit for each booth location.

X. ENFORCEMENT

The provisions of these policies and procedures shall be enforced by the Chief Administrative Officer of Hidalgo County Health and Human Services Department or the Chief Administrative Officer's authorized representative. It shall be a violation of the policies and procedures for an individual in a food establishment to deny access to the Chief Administrative Officer or the Chief Administrative Officer's authorized representatives in the performance of the Chief Administrative Officer's duties.

XI. SEVERABILITY

If any section, subsection, clause, phrase, or portion of these polices and procedures is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of these policies and procedures.

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

Hidalgo County Health & Human Services

_____
Chief Administrative Officer

ATTEST:

_____

Hidalgo County

_____
J.D. Salinas, County Judge

_____
Date

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-8459 **7.A.**

Approval of 2008 Rural Emergency Services Contract
CC REGULAR

Date: 03/25/2008
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A.A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Area: Emergency Services Division

Information

CAPTION

Fire Marshal's Office:
Discussion, consideration, and approval of the following Year 2008 Rural Emergency Services Contract:
-City of Edinburg

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-422-20-300-006-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 3-18-08 $128,975.00.

Attachments

Link: Edinburg.2008 Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/18/2008 10:42 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/18/2008 01:19 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Yolanda Orozco Started On: 03/18/2008 10:14 AM

Final Approval Date: 03/20/2008

State of Texas

County of Hidalgo

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 15th day of February, 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the City of Edinburg, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under authority of Chapter 352, Texas Local Government Code to be effective on the 1st day of January 2008.

I. TERMS

A. This Contract shall be for a period commencing on January 1, 2008 and shall terminate on December 31, 2008.

B. After December 31, 2008, this Contract unless terminated as provided elsewhere shall automatically be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties. If the city has not signed and submitted its new contract, both parties agree that twenty-five (25%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice received until a current contract has been submitted and approved.

C. Either party has the option to terminate the terms of this Contract by written notification sixty (60) days prior to cancellation.

~~**D.** On December 31, 2008, at 11:59 P.M., this Contract will be terminated.~~

E. The Rural Emergency Service Incident Report (Exhibit A) form must be utilized as part of the monthly report submitted to the county Fire Marshal.

II. DEFINITIONS

A. **EMERGENCY SERVICES** - Services provided by the City/Entity in rural and incorporated areas within Hidalgo County, will be limited to the following:

1. **Fire Fighting:**

a. **Structure** - Any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner. That is built or constructed; an edifice or building of any kind.

b. **Explosions** - The act or an example of exploding the loud, sharp sound made by such.

c. **Vehicular** - Something used as an instrument of conveyance: any conveyance used in transporting passengers or merchandise by land, water or air.

(i.) **Commercial Motor Vehicle** - A motor vehicle or combination of motor vehicles used to transport passengers or property that: has a gross combination weight rating of 26,001 or more pounds, including a towed unit with a gross vehicle weight rating of more than 10,000 pounds; has a gross vehicle weight rating of 26,001 or more pounds; is designed to transport 16 or more passengers, including the driver; or is transporting hazardous materials and is required to be placarded.

(ii.) **Passenger Car** - A motor vehicle other than a motorcycle, used to transport persons and designed to accommodate 8 or fewer passengers including the operator.

d. **Rubbish** - Anything discarded as refuse; garbage, worthless material.

e. **Natural Vegetation** - Present in or produced by nature. The plants of an area or region; plant life collectively.

f. **Electrical** - Pertaining to or operated by electricity, current used or regarded as a source of power.

g. **Natural gas/propane and petroleum based incidents** - A gaseous fuel, the state of matter distinguished from the solid and liquid states by very low density and viscosity, relatively great expansion and contraction with changes in pressure and temperature. Propane is a colorless gas, found in natural gas and petroleum widely used as a fuel.

2. **Vehicular Accidents** - All emergency extrications from entanglement and/or hazard material containment (i.e. fuel spills, train, and/or airplane.)

3. **Search & Rescue Calls** - All emergency rescues of person(s) in water or all emergency rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse; recovery of drowned victim(s).

4. **Mass Casualty** - All emergency rescuing of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

5. **Assist Law Enforcement Agencies** - (i.e. D.P.S., Sheriff, State, Federal Officers and Hidalgo County Fire Marshal's Office)

6. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas commission on Environmental Quality.

7. **Mutual Aid** - Situations where a City is requested to assist another city to perform Emergency Services pursuant to the provisions of Section VI.

8. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to a potential accident)

9. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed)

B. Response Area:

1. **Rural Areas** - Non-incorporated areas of Hidalgo County, as they exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2. **Incorporated Areas** - Areas within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

C. Hidalgo County Fire Marshal - Appointed by county and responsible for the administration of fire investigations, fire safety inspections, fire prevention activities, administration of Rural Fire Contract, and enforcement of County Fire Code.

D. Deputy Fire Marshals - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

E. County Fire Investigators - Those officers designated by County Fire Marshal responsible for all duties which may be assigned by the County Fire Marshal.

F. Reimbursement Plan - Method by which a city is reimbursed by the County for emergency services rendered in rural areas.

G. Primary City - Primary City/Entity is the City/Entity who is a party to a cooperative Agreement with the County to respond to the areas where the emergency occurred as per Section II, Paragraph A, of this Contract.

H. **Secondary City** - Secondary City is any City/Entity or group of cities who respond to emergency services of a Primary City to assist the Primary City in performing emergency services in the Rural Response District of the Primary City.

I. **Rural Response District** - The area designated for City/Entity to respond to under the provision of this Contract as described on Exhibit B attached thereto and Exhibit B may be amended from time-to-time pursuant to Section III, Paragraph B of this Contract.

III. CITY'S RESPONSIBILITIES

A. City Entity hereby agrees to provide emergency services, if resources are available, in City's Rural Response District of Hidalgo County and other rural response areas within the County as may be required by County Fire Marshal.

B. City/Entity hereby agrees that their Rural Response District within the County of Hidalgo is the area as shown by the map, attached hereto as Exhibit A. Each City's/Entity's Rural Response District may be amended from time to time during the period of this Contract by annexation or de-annexation of property by respective city(s) or by agreement of the County Fire Marshal, and the Fire Chief(s) responsible for the existing Rural Response District. The Rural Response Districts will be provided to the 911 Emergency Coordinator and the Sheriff's Office. A map of the Rural Response District of all participating Cities/Entities shall be maintained and provided by the County Fire Marshal's Office.

C. City/Entity agrees to provide the County Fire Marshal with statistics, data, and all records necessary in order to be reimbursed by the County as herein provided. In the absence of a County Fire Marshal, reports shall be provided to the County Judge.

D. City/Entity will provide its own insurance for equipment and vehicles used in performing the above mentioned services. Emergency vehicles and fire fighting apparatus must be owned and /or managed by the Cities.

IV. COUNTY'S RESPONSIBILITIES

A. Consideration for City's/Entity's Rural Emergency Services, County will reimburse in the manner provided for herein.

B. The County shall designate a person and office who shall be known as the County Fire Marshal and County Fire Marshal's Office and who shall have the following responsibilities.

1. Administration
   a. Fire Safety Inspections
   b. Plat/Plan Reviews
   c. Commercial Building Inspections
   d. Health Care Facility Inspections
   e. Existing and New Construction Inspections
   f. Development and Enforcement of County Fire Codes
   g. Adult and Child Care Facilities
   h. Burn permits for rural areas of the County

2. Investigations
   a. Conduct Fire Investigations
   b. Provide Information and Reports
   c. Assists Sheriff in issuance of citations for fire code infractions

3. Fire Prevention
   a. Plans, coordinates, and directs activities
   b. Conducts Training as needed to fire departments
   c. Acquires and maintains equipment
   d. Conducts public education
   e. Performs safety presentations

4. Rural Emergency Service Contract Administration

5. Administration of Deputy Fire Marshal(s)

V. LIABILITY

A. City/Entity and County agree pursuant to section 352.004 Texas Local Government Code, that the acts of any person or persons traveling to or from or in an manner as defined in Section III, shall be deemed as the acts of agents or employees of County in all respects, notwithstanding such person or persons may otherwise be employees or fire fighters of the City/Entity.

B. The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters. Nothing herein shall be construed to prevent either party from becoming self-insured.

C. For unincorporated areas with the capabilities as defined in Section II which cannot acquire insurance independently, County also agrees to provide Workers' Compensation insurance to cover any such City/Entity firefighter as listed on a

schedule provided to County during the first two weeks of December of each year. This must be kept updated during each calendar year or coverage to apply. Any city/Entity which applies for and receives Workers' Compensation insurance coverage under the county policy agrees to implement the Hidalgo County Accident Prevention Plan. Each City/Entity agrees to provide to County on a monthly basis along with billings any documentation for all safety training as required by the Accident Prevention Plan as implemented, as well as documentation of completion of other State/Federal fire fighting requirements.

D. If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall renegotiate their respective obligations regarding emergency services in the rural areas of Hidalgo County at the time.

VI. REIMBURSEMENT PLAN

A. County shall reimburse City/Entity of services provided hereunder in a lump sum, with payments to be made monthly as follows:

1. City/Entity shall keep true and accurate records of all emergency services provided hereunder by City/Entity and shall submit monthly reports therefore to County Fire Marshal by the 15th day of the following month in which the emergency services were provided. If the 15th were to fall on a weekend or a holiday, the monthly reports would be due the next business day. The parties hereto agree that ten percent (10%) of the total amount of any invoice shall be deducted from the invoice amount for any invoice not received by the due date. Reporting is a prerequisite to receiving payments from County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity which is utilizing the County Workers' Compensation policy, as itemized in Section V(c).

2. County shall communicate and provide a written itemized list of emergency services not reimbursed to City/Entity and an explanation for disapproval to the fire chief of City/Entity.

3. County Fire Marshal shall accumulate records of all emergency services provided by all cities within Hidalgo County and shall calculate the amount due each City/Entity.

   a. Any and all disputes of City/Entity reports shall be addressed directly by the Fire Marshal and/or the reporting City/Entity.

   b. If resolution of disputed emergency services can not be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioners' Court.

4. For all emergency calls serviced by City(s)/Entity(s) within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services corresponding to that year, in accordance with the following payment schedule.

a. The rate of $720.00 per call for the following calls shall apply during the term of this Contract.

i. **Fire Fighting** - Structure, Explosions, Natural gas/Propane and Petroleum base (these are incidents which involve a working fire upon arrival). Natural vegetation, Brush, Grass, Rubbish and/or Trash – (Anything over two acres, a city block 300' x 300').

ii. **Vehicle Fire** - Any commercial vehicle or 3 or more passenger vehicles which involve a working fire upon arrival.

iii. **Vehicular Accidents** - All emergency extrications from any entrapment and/or entanglement incident.

iv. **Rescue Calls** - All emergency rescues of person(s) in the water, all emergency rescue/extrication of person(s) from enclosed areas (i.e. elevators, building collapse).

v. **Mass Casualty** - All emergency rescues and/or recovery of victims (8 or more) from major incidents (i.e. airplane, school bus, commercial bus accidents).

vi. **Hazardous Materials Incidents** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Commission on Environmental Quality. (Fuel spill over 35 gals).

vii. **Situation where Secondary City/Entity** is required to respond on behalf of Primary City/Entity to perform emergency services pursuant to Section VI (4) above: Secondary City/Entity will be reimbursed as Primary City/Entity at the current rates.

viii. **Special Situations** - A situation in which the City/Entity performed in a manner that is not covered above, or for an extended period of time, the Fire Chief must explain in detail the type of incident and reasons for reimbursement.

(CountyFire Marshal will decide on rate of reimbursement.)

b. The rate of $575.00 per call for the following calls shall apply during the term of this Contract:

1. **Fire Fighting** - Vehicular Fire any passenger vehicle that involves a working fire upon arrival.

c. The rate of $345.00 per call for the following calls shall apply during the term of the Contract.

i. **Mutual Aid** - In the event of emergency, and the emergency is of such magnitude that the Primary City must declare a multiple alarm and must request assistance from a Secondary City, each Secondary City requested by Primary City to respond shall receive $345.00 for services provided. The Fire Chief for the Primary City must provide an independent written document to the County Fire Marshal specifically identifying the requested Secondary City(s)/Entity(s) for the multiple alarms along with any other pertinent information related to the circumstances requiring the issuance of its need for a multiple alarm call and assistance. **(<u>On scene</u>-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. <u>From station</u> - the dispatcher from the Primary City may request the need for mutual aid due to no response from the Primary City/Entity or as a directive from the Fire Chief or Incident Commander who is on scene. <u>Other</u> - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) <u>NO OTHER AGENCIES</u> may notify fire departments for mutual aid.**

ii. **Wash Down** - Any petroleum base where there is no fire. (Fuel spill under 35 gals.)

iii. **Rescue Call** - Recovery of any drowned victim(s)

iv. **Fire Fighting** - Natural Vegetation (anything below two acres of fire)

v. **Trash/Rubbish** - Residential dumpster, residential trash pit

vi. **Natural gas/propane and petroleum based incidents** - To shut off gas and/or stand by for utility company(s) **(Where there is no fire or location)**

vii. **Explosion** - Where there is no fire on location

viii. **Electrical** - Any Electrical Pole and/or Transformer Explosion. Electrical wire down. **(Where there is no fire at location)**

ix. **Assist Law Enforcement Agencies:** D.P.S., Sheriff, State, Federal Officers, and Hidalgo County Fire Marshal. **(Where there is no fire, Non-Emergency call(s)**

x. **Hazardous materials incident** - Responding to incidents at the First Responder Operational Level as defined by Environmental Protection Agency and/or Texas Natural Resource Conservation Commission. **(Under 35 gal.)**

d. The rate of $230.00 per call for the following calls shall apply during the term of this Contract:

i. **Traffic Control** - Any calls strictly for traffic control duties.

e. The rate of $115.00 per call for the following calls shall apply during the term of this Contract:

i. **Good Intent Calls** - Emergency Calls where fire personnel were not required to deal with the incident. (No services, investigation, or standby was needed.) Includes all fires that are out upon arrival.

ii. **Service Calls** - Unauthorized burning, smoke scare, mischievous or malicious calls, and system malfunctions requiring fire personnel to deal with the incident. (Investigation or standby for possible service due to potential accident)

VII. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this Contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County hereunder.

VIII. AUDIT

Any and all requests for reimbursement by City/Entity from County under this Contract shall be subject to audit by the County Auditor. Should County Auditor elect to audit City's/Entity's records pertaining to any request or claim for reimbursement hereunder, City/Entity agrees to furnish County Auditor any and all information requested by county Auditor. Should County Auditor determine any payments received by City/Entity were not properly claimed under the terms of this Contact, City/Entity agrees to remit the amount of payments so found by County Auditor to County within ten (10) days following the date of receipt of City/Entity of County Auditor's written determination of same.

IX. MISCELLANCEOUS

1. **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.

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

3. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or though 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.

4. **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.

5. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request 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 he addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City: City of Edinburg
Juan Jose Rodriguez, City Manager
Edinburg, Texas 78539

If to County: County of Hidalgo
Attn: County Judge
100 East Cano, 2nd Floor
P O Box 1356
Edinburg, Texas 78540

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 of 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.

6. **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.

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

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

9. **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.

10. **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.

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

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

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

CITY OF EDINBURG

FEBRUARY 15, 2008
Date

By: _____
Juan Jose Rodriguez
City Manager

ATTEST:

By: _____
Myra Ayala Garza, City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

By: _____
Ricardo Gonzalez, Interim City Attorney

COUNTY OF HIDALGO

_____
Date

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

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, County Attorney

County of Hidalgo
Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT)

(Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE: _____ ALARM TIME: _____ ARRIVAL TIME: _____ DEPART TIME: _____
SITUATION REPORTED: _____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____
____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: ____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

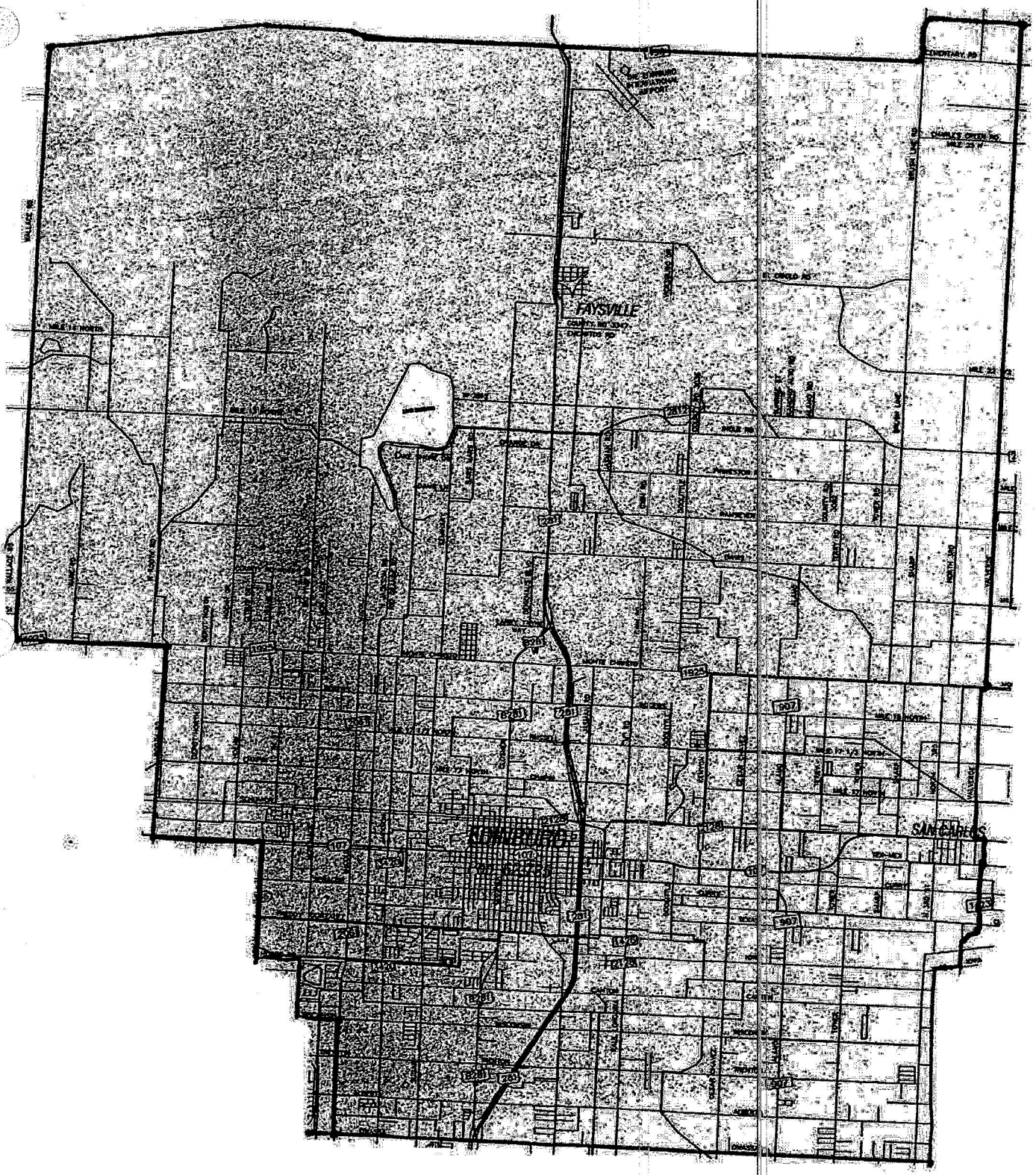
OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

COMMENTS:

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	____ $115	____ $230	____ $345	____ $575	____ $720
HIDALGO COUNTY FIRE MARSHAL AUTHORIZATION:	____ $115	____ $230	____ $345	____ $575	____ $720


FAYSVILLE
SAN CARLOS

AI-8461 **7.B.**

Approval of Claims/Invoices
CC REGULAR

Date: 03/25/2008
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A.A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Area: Emergency Services Division

Information

CAPTION

Fire Marshal's Office:
Presentation for discussion, consideration, acceptance, and approval to pay a previous credit card purchase from Sam's Wholesale Club for $324.40, Purchase Order No. 598523.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-422-10-300-001-0-679
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO #598523 $324.40 for Sam's Club as of 3-18-08.

Attachments

Link: Sam's Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/18/2008 10:54 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/18/2008 01:30 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Yolanda Orozco Started On: 03/18/2008 10:33 AM

Final Approval Date: 03/20/2008

Invoice Summary Cover Sheet: **FIRE MARSHAL'S OFFICE**

A/P Clerk Signature: _____

Budget Account Number: 8-1100-422-10-300-001-0-____

Date Paid: _____

	Vendor Name	Object No.	Purchase Order No.	Invoice Date	Invoice Number	Invoice Amount	Auditor's Remarks
1.	Sam's Club	679	598523	2/23/08	001563	324.40	
2.							
3.							
4.							
5.							
6.							
7.							
	Total Number of Invoices Attached:				1	324.40	**Total Cover Sheet Amount**

Prepared By: Yolanda Diaz 3/10/08 **Date**

Payment Due Date	Minimum Payment Due	[illegible]	Account Number
03/19/2008	$50.00	$324.40	771 5 09 0328927645

HIDALGO COUNTY
MAR 6 2008
FIRE MARSHALL'S OFFICE

AMOUNT PAID $ _____.__

603220509032892764 5

☐ New address or email? Check the box at left and print changes on back.

PLEASE READ THE ENCLOSED IMPORTANT CHANGE-IN-TERMS NOTICE REGARDING YOUR ACCOUNT. THIS NOTICE MAKES CHANGES TO YOUR CARDHOLDER AGREEMENT. CHANGES MAY BE AVOIDED AS DESCRIBED IN THE NOTICE.

FIRE MARSHALL
VICTOR FONSECA
100 E CANO ST STE 202
EDINBURG TX 78539-4548

10194 || 328

Make Payment To: SAM'S CLUB
P.O. BOX 530970
ATLANTA, GA 30353-0970

00050000003500 00050000032440000 771509032892764 5 22

Detach and mail this portion with your check to SAM'S CLUB . Please use blue or black ink. Write your account number on your check.

0-79 1-0

ACCOUNT INFORMATION

Account Number :	771 5 09 0328927645
Billing Date :	02/23/2008
Payment Due Date :	03/19/2008
Days In Billing Period :	31
Total Credit Line :	$4,000.00
Total Available Credit :	$3,675.00

BALANCE SUMMARY

Previous Balance	$0.00
(-) Payments & Credits	$0.00
(+/-) FINANCE CHARGE(net)	**$0.00**
(+) Purchases	$324.40
(+) Insurance, Fees & Adjustments	$0.00
(=) New Balance	$324.40
Minimum Payment	$50.00

* See reverse for cash advance guidelines

TRANSACTIONS

Date	Invoice Number	Description		Amount
02/05	001563	E JACKSON MCALLEN TX TOTAL FOR AUTHORIZED BUYER NO 12	$324.40	$324.40

THE PERIODIC RATE SHOWN ON THIS STATEMENT MAY VARY, EXCEPT IN PR.

FINANCE CHARGE SUMMARY

How Your FINANCE CHARGE Was Calculated	Balance Subject To Finance Charge	Daily Periodic Rate	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Balance Method Calculation # (See Reverse)
Regular Purchases	$0.00	.05151%	18.80%	$0.00	2D
ANNUAL PERCENTAGE RATE		18.800%	Total Periodic FINANCE CHARGE		$0.00

MEMBER NEWS & INFORMATION

Get ready for Spring! Visit your local Club or samsclub.com for a great selection of outdoor furniture, grills, sporting goods and more! Items subject to availability at some Clubs and online.

Your Sam's Club® Credit Account offers peace of mind with zero fraud liability. Don't forget, you won't be held responsible for unauthorized charges on your card, so you can enjoy safety and security with your Sam's Club Credit Account.

INVOICES RECEIVED BY _____ ON 3/6/08
GOODS/SERVICES RECEIVED BY _____ ON 3/10/8
P.O. # 5985213
8-1100-482-10-300-001-0-629

MEMBER SERVICE: For account information, log onto: samsclubcredit.com, or call toll free 1-800-203-5764.
This account is not registered, the authentication code is: PREE046
PAYMENT DUE BY 5P.M. ON THE DUE DATE. See reverse side for details.
NOTICE: See reverse side for Billing Rights and other important information.

Sam's CLUB

FIRE MARSHAL'S OFFICE
MAR 6 2008
HIDALGO COUNTY

FIRE MARSHALL 10194

ACCOUNT #: 771 5 09 0328927645 P.O. #:
INVOICE#: 001563 DATE OF SALE: 020508 CLUB#: 8250
TRANSACTION#: 1563 AUTHORIZATION : 001124 REGISTER#: 5

S.K.U.	DESCRIPTION	QUANTITY	UNIT	PRICE	EXT. PRICE
005297712	150 QUART	5.000	EA	$64.8800	$324.40

SUB $324.40 TAX $0.00

TOTAL INVOICE	$324.40
CREDITS TOTAL	$0.00
BALANCE DUE	$324.40

0-79
1-0

INVOICES RECEIVED BY:
Yolanda ON 3/6/08
GOODS/SERVICES RECEIVED BY
ON 3/10/08

P.O. # 548523

8-1100-422-10-300-001-0-679

8-400-422-10-307-001-0-679



GOODS/SERVICES RECEIVED BY
ON 3/6/08
GOODS/SERVICES RECEIVED BY
ON 3/6/08
PO # 598533

CLUB MANAGER GRACE ALVARADO
(956) 618 - 3363
Fax and Pull # (956)618-5252
MCALLEN, TX
02/05/08 10:49 1563 8250 005 1515

X MEMBER 101-12328927645

THANK YOU,
HIDALGO COUNTY DBA FIRE MARSHA

307148	150QT COOLER	64.88 E
307148	150QT COOLER	64.88 E
307148	150QT COOLER	64.88 E
307148	150QT COOLER	64.88 E
307148	150QT COOLER	64.88 E
	SUBTOTAL	324.40
	TOTAL	324.40
	SAMS B CREDIT	324.40

ACCOUNT #7645
APPROVAL # 001124
CHANGE DUE 0.00
DISTRIBUTOR NUMBER: 0000373

 # ITEMS SOLD 5

TC# 7746 9347 6353 3036 8608 9

****IMPORTANT NOTICE****
OUR PRIVACY POLICY HAS CHANGED

We've updated our Privacy Policy, Effective 02/15/08. The updated policy is designed to be easier to read and understand. The updated policy expands on our description of the information you provide when you register and describes the types of non-personal information we collect when you visit our website. It also provides an updated description of our use and disclosure of your information, so that we can continue to expand upon and improve the services we, and our business partners, may offer you.

For more information, you may view the updated Privacy Policy in its entirety at www.samsclub.com/privacy.

Score big with Game Day supplies
from Sam's Club!
02/05/08 10:50:02

*** MEMBER COPY ***

Purchase Order

COUNTY OF HIDALGO

PO#: 598523

DATE: 02/04/08

VENDOR: 310557 REQ:00126506

Email:

Phone:

SAM'S CLUB
P O BOX 530970
ATLANTA GA 30353-0970

Vendor Acct:

BUYER:

SHIP TO: FIRE MARSHAL
2814 S. BUSINESS HWY 281
EDINBURG TX 78539-6243

CONTACT:

SITE: FIRE MARSHAL

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
5	EACH	307148 - Igloo Max Cold Cooler - 150qt. These coolers will be used to keep beverages cool for the fire prevention crew while doing fire investigations. These coolers need to be pruchased immediately since we are having numerous fires in the County.	64.88	324.40
		Total		324.40

****

For Hidalgo County use only

8-1100-422-10-300-001-0-679 324.40

Approved

Authorized by: Martha L. Salazar

AI-8441 **7.C.**

2007 Homeland Security Grant-Emergency Services Dept
CC REGULAR

Date: 03/25/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Emergency Services Division - Emergency Management:
1. Approval of appropriation of funds for the 2007 Homeland Security Grant, LETPP portion (fund 1283 program no. 024) in the amount of $300,000.00 for the period of October 12, 2007 through February 28, 2010.
2. Approval of appropriation of funds for the 2007 Homeland Security Grant, SHSP portion (fund 1283 program no. 025) in the amount of $40,810.00 for the period of October 12, 2007 through February 28, 2010.

BACKGROUND

Total award of funds for both program no's is $340,810.00 for the 2007 Homeland Security Grant. Grant period is from 10-12-07 to 2-28-2010. No County cash match required.

Acceptance of Grant award was approved by CC on 3-6-08, item 9A, AI 8135.

LETPP portion is the portion allocated for Law Enforcement Training Program purposes. SHSP portion is the portion allocated for State Homeland Security Program purposes.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1283-429-10-300-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for the 2007 Homeland Security Grant in the total amount of $340,810.00 for the period of 10-12-07 to 2-28-2010. No County cash match required.

LETPP portion $300,000.00 program no. 024; SHSP portion program no. 025 $40,810.00.

Revenue Acct's: 8-1283-331-12-300-024-0-000 "HS LETPP Revenue"; 8-1283-331-12-300-025-0-000 "SHSP Revenue"

Attachments

Link: Homland Security Grant BA I

Link: Homeland Security Grant BA II

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/17/2008 10:05 AM	APRV
2	Budget & Management	Dina Trevino	03/17/2008 01:48 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2008 07:22 AM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Ivan Cantu Started On: 03/17/2008 09:37 AM

Final Approval Date: 03/20/2008

DATE: March 13, 2008

DEPARTMENT HEAD: Tony Pena

DEPARTMENT NAME: Hidalgo County Division of Emergency Services

ACCOUNT NUMBER: 8-1283-429-10-300-024-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8 - 1283-429-10-300-024-0-748	2007 HS LETPP - OTHER EQUIPMENT	$ 300,000.00
- - - -		
- - - -	TOTAL APPROPRIATIONS	$ 300,000.00
- - - -		
- - - -		
- - - -		
8-1283-331-12-300-024-0-000	2007 HS LETPP - REVENUE	$ 300,000.00
- - - -		
- - - -	TOTAL REVENUE	$ 300,000.00
- - - -		
- - - -		
- - - -		
- - - -		
TOTAL BUDGET INCREASE REQUEST		$ 300,000.00

REASON: To appropriate the 2007 Homeland Security Grant LETPP portion of $300,000.00.

Grant Period is October 12, 2007 through February 28, 2010. There is no Local Match funding requirement.

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ____/____/____ **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: SFA-CA-016

REVISED: 05/01/2000

DATE: March 13, 2008

DEPARTMENT HEAD: Tony Pena

DEPARTMENT NAME: Hidalgo County Division of Emergency Services

ACCOUNT NUMBER: 8-1283-429-10-300-025-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1283-429-10-300-025-0-336	2007 HS SHSP - COMPUTER SERVICES	$ 40,810.00
- - - -		
- - - -	TOTAL APPROPRIATIONS	$ 40,810.00
- - - -		
- - - -		
8-1283-331-12-300-025-0-000	2007 HS SHSP - REVENUE	$ 40,810.00
- - - -		
- - - -	TOTAL REVENUE	$ 40,810.00
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
TOTAL BUDGET INCREASE REQUEST		$ 40,810.00

REASON: To appropriate the 2007 Homeland Security Grant SHSP Portion of $40,810.00.

Grant Period is October 12, 2007 through February 28, 2010. There is no Local Matching funding requirement.

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ____/____/____ **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: SFA-CA-016

REVISED: 05/01/2000

AI-8509 **7.D.**

Report and Action on Brush Fire Event & Declared Emergency
CC REGULAR

Date: 03/25/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Emergency Services Division

Information

CAPTION

Report and action necessary on the state of emergency in connection with the brush fires (commencing 3-18-08) in rural areas of Hidalgo County (as well as adjacent/surrounding counties, areas and political subdivisions) with discussion and details on the efforts made and/or completed to address the situation including, but not limited to, the following:

A) Departments and/or staff involved in addressing the event;
B) Emergency purchases necessary;
C) Other related and necessary items

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/20/2008 03:37 PM	APRV
2	Budget & Management		03/20/2008 04:15 PM	NEW

Form Started By: Marty Salazar
Started On: 03/19/2008 03:17 PM

Final Approval Date: 03/20/2008

AI-8439 **8.A.**

Proclamation

CC REGULAR

Date: 03/25/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Presentation and approval of a Proclamation declaring March 24-March 30, 2008 as "CDBG Week".

BACKGROUND

The U.S. Department of HUD is commemorating its 34th year of serving America's cities and urban counties through its CDBG Program.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: CDBG week proc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/17/2008 01:46 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/17/2008 03:17 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Estella Webber			Started On: 03/17/2008 09:00 AM	
Final Approval Date: 03/20/2008				

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1975 to provide local governments with the resources required to meet the needs of persons of low-and - moderate income, and CDBG funds are used by thousands of neighborhood-based, non-profit organizations throughout the nation to address pressing neighborhood and human service needs; and,

WHEREAS, the CDBG program has had a significant impact on our local economy through job creation and retention, physical redevelopment of streets and drainage, water and sewer, infrastructure and housing rehabilitation and improved local tax bases; and,

WHEREAS, Hidalgo County, through its Urban County Program, has clearly demonstrated the capacity to administer and modify the CDBG program, as necessary, to identify, prioritize and resolve pressing local and physical redevelopment; and,

NOW, THEREFORE WE by virtue of the authority vested in us as the Commissioners of the County of Hidalgo, Texas do hereby proclaim the week of March 24th through March 30th, 2008, as

"COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WEEK"

throughout the Cities of Hidalgo County, Texas, and encourage all citizens to join us in recognizing the CDBG Program and the important role it plays in our community.

In Witness Whereof, we have hereunto set our hands this the 25th of March, 2008.

Juan D. Salinas, III, Hidalgo County Judge

Sylvia S. Handy, Commissioner, Pct. # 1

Hector "Tito" Palacios, Commissioner, Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Oscar L. Garza, Jr. Commissioner, Pct. # 4

AI-8449 **8.B.**

ORCA Grants Reports
CC REGULAR

Date: 03/25/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Approval of Disclosure and Acquisition Update Reports for all Office of Rural Community Affairs (ORCA) Grants.

BACKGROUND

A Disclosure Update Report is due after construction project has been awarded. Acquisition Reports are due prior to start of construction even if no property will be acquired. Both reports need to be updated to demonstrate compliance with requirements.

UCP requests approval of the following:
2007 Colonia Construction Grant # 727055
2006 Colonia EDAP Grant # 727005
2006 Colonia EDAP Grant # 727145
2006 Colonia EDAP Grant # 726155

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/18/2008 10:40 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/20/2008 08:31 AM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Estella Webber
Started On: 03/18/2008 08:45 AM

Final Approval Date: 03/20/2008

AI-8450 **8.C.**

Amendment - City of San Juan
CC REGULAR

Date: 03/25/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Approval of a Budget and Program Amendment for the City of San Juan, Urban County Program Year 19 (2006) to increase funding for water/sewer improvements and Year 20 (2007) to add streets to the workplan.

BACKGROUND

City of San Juan requests approval of the following Budget and Program Amendments for Year 19 (2006) and Year 20 (2007). A Public Hearing was held and Citizen Participation requirements were met. The City's letter of recommendation and certified minutes are attached. (see attachment)

Year 19 (2006): The proposed budget and program amendment will increase the Water/Sewer Improvements line item (+$26,690.14) and delete the Public Facilities line item (-$26,690.14).

Year 20 (2007): The proposed program amendment will add to the workplan the following streets: San Juan Del Norte Subdivision: Calle de Palma, Calle Linda, Calle Amistad and Calle Anacua and Chula Vista Subdivision: Acapulco Lane, Conzumel Lane, Cancun Lane and Guayavitos Lane for reconstruction.

Fiscal Impact

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

BUDGETARY IMPACT:

Projects will proceed using Urban County funds.

Attachments

Link: City recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/18/2008 10:51 AM	APRV
2	Rey Salazar	Rey Salazar	03/19/2008 03:09 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Estella Webber

Started On: 03/18/2008 09:09 AM

Final Approval Date: 03/20/2008

MINUTES OF A REGULAR MEETING OF THE CITY OF SAN JUAN COMMISSION

COPY

DATE: January 22, 2008

TIME: 6:00 p.m.

PLACE: Fire Station #2, City Commissioners Room

MEMBERS PRESENT:
San Juanita Sanchez, Mayor
Eddie Rodriguez, Mayor Pro-Tempore
Pedro Contreras, Commissioner
Bobby Rodriguez, Commissioner
Claudia Gonzalez, Commissioner
Guillermo Seguin, City Manager
Javier Villalobos, City Attorney
Ronnie Cruz, City Engineer
Gloria Banda-Gonzales, City Secretary

MEMBERS ABSENT:

STAFF PRESENT:
John Avilez, Streets & Sanitation Director
Trini Cantu, Interim Utility Director
Tony Davila, City Planner
Roel Garza, Parks & Recreation Director
Oralia Garza, Human Resources Director
Carmen Gonzalez, Purchasing Director
Ramiro Lopez, Finance Director
Armandina Sesin, Library Director

ORDER OF BUSINESS:

I. CALL TO ORDER
Mayor San Juanita Sanchez called the meeting to order at 6:00 p.m., with a quorum present.

II. INVOCATION
City Manager Guillermo Seguin led the Invocation.

III. PLEDGE OF ALLEGIANCE
Mayor San Juanita Sanchez led the Pledge of Allegiance.

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IV. PUBLIC COMMENTS/OPEN FORUM

- Mary Rojas of 322 E. 2nd Street – Addressed the City Commission regarding additional Recycling Bins in her subdivision.

- Gloria Martinez of 1803 Palmas Street - Voiced her concern regarding renaming "Arturo Guajardo Municipal Park". Ms. Martinez had a petition with approximately three hundred and seventy-eight (378) signatures, which she indicated that she would provide copies to the City Manager at a later date.

- Juan J. Ruiz of 312 Coconut Palm Avenue - Voiced his concern regarding issue the City Commission should be focusing on, the future growth of the City of San Juan. As for renaming "Arturo Guajardo Municipal Park" that should not be a priority at this time.

- Eddie Garcia of 1304 S. Sunset – Voiced his concern regarding several issues: water ponds, paving, lift stations and sewer problems in his subdivision.

- Ignacio Almaguer of 7304 Olmo Avenue - Addressed the City Commission regarding renaming the "Arturo Guajardo Municipal Park".

XI. CLOSED SESSION – Mayor San Juanita Sanchez called for an Executive Session and read the following at 6:12 p.m.: The San Juan City Council will now go into closed session pursuant to the provision of Chapter 551, Texas Government Code, in accordance with:

1. Personnel Matters pursuant to Section 551.074 authorizing certain deliberations about officers and employees of the governmental body to be held in closed session.

➢ Personnel, Employees, and Officers

X. RECONVENE INTO REGULAR SESSION AT 6:37 P.M.

Mayor San Juanita Sanchez noted that no action was taken on these items and reconvened into Regular Session at 6:37 p.m. Mayor San Juanita Sanchez proceeded with the following items on the agenda.

➢ Personnel, Employees, and Officers

V. **PUBLIC HEARING – Mayor San Juanita Sanchez called for an Open Public Hearing at 6:37 p.m.**

Mayor San Juanita Sanchez asked if there were any interested parties for or against the following items:

1. Soliciting public input on the propose Program Amendments to the Urban County Program Year 19 (2006) and Year 20 (2007). **[Guillermo Seguin, City Manager]**

   City Manager Guillermo Seguin noted that staff is requesting authorization to amend Year 19 by transferring funds from the Public Facilities line item to the Water/Sewer Improvements line item in the amount of $26,690.14. The amendment for Year 20 is to add the remaining street located in San Juan Del Norte and Chula Vista Subdivisions, not included in the original work plan.

CLOSED PUBLIC HEARING - Mayor Sanchez Closed the Public Hearing at 6:39 p.m.

VI. **PROCLAMATION**: [Mayor read the proclamation]

- A Proclamation by the City of San Juan proclaiming the month of January 2008 as "Cervical Cancer Awareness Month".

VII. **SPEICAL REPORTS [No action will be taken]**

- **Interim Utility Director, Trini Cantu**
  - **CWSRF Phase II Project Status Report**

Trini Cantu, Interim Utility Director noted that a final walk through was conducted on Thursday, January 10, 2008 at City Hall. A one year warranty extension was given on the control panel box beams for not meeting the original design specifications. This was an issue early in the project. The credit amount for two manholes on Change Order #3 was an issue that remained unresolved. This will be taken care of on Wednesday, January 16, 2008, by doing a final walk through and taking a physical inventory of the entire project with special attention to all manholes.

Trini Cantu, Interim Utility Director concluded that customers are able to begin connecting to all service lines pending authorization from the Inspection Department. They are advised to have a certified plumber make the connections and also eliminate their old septic tank and have it properly put out of service by backfilling and breaking the septic tanks.

Mayor San Juanita Sanchez noted that residents in those areas should be informed (if they qualify) of the CDBG Funding available in these areas.

City Manager Guillermo Seguin, noted that citizens will be notified of the CDBG Funding once the areas are identified.

- **Finance Director, Ramiro Lopez**
  - o Monthly Financial Reports as December 31, 2007

Finance Director Ramiro Lopez, presented the monthly financial reports for the City of San Juan as of December 31, 2007. The three (3) reports were as follows:

- Revenue and Expenditures Report (Un-audited)
- Balance Sheet and Budget Expenditure Report

The Revenue and Expenditure Reports compares prior year figures (as of 12/31/06) to current year figures (as of 12/31/07)

The Balance Sheet and Budget Expenditure Report are presented for those funds for which a budget was approved. These financial statements are for the three (3) month period ending December 31, 2007. They are as follows:

- General Fund (10)
- Solid Waste (22)
- Economic Development Sales Tax (24)
- Interest & Sinking Fund (36)
- Utility Fund (56)

- **Grant Writer, Jaime E. Garza**
  - Status of Grant Applications

Grant Writer, Jaime E. Garza noted that he continues to work on the following Grant applications:

- US Department of Homeland Security for the Staffing for Adequate Fire and Emergency Response Program which was submitted on August 31, 2007 in the amount of $360,444. (Pending)
- The Alamo Wal-Mart Store for twenty (20) container bins in the amount of $1,000 for recyclable materials to be place at city facilities around town to help entice citizens to recycle. (Pending)
- Firefighters Grant Program through the Fire Prevention and Safety Grants for $56,300 was submitted on 11/30/07. The grant will provide approximately 1738 elder households with an average of three smoke alarms per household. (Pending)
- Hamburger Helper Help My Town Campaign to purchase a trailer to collect cardboard at school and local commercial businesses. (Pending)
- Funding of $24,498 for the expansion of activities at the SJ Recycling Center. (Pending)
- Computer Discount for the Library funding (Pending). Should be funded next year. Computer drops are included in the application for the discount.
- Victims of Crime – Criminal Justice Department (Pending)
- Violence Against Women Act (Due in February 2008)

City Manager Guillermo Seguin, informed the City Council that a Special Meeting would be called next week in order to meet the deadline for filing the grant application for funding in the amount of $50,000 from the Governor's Criminal Justice Division Grants Program.

- Sanitation/Street Director, John Avilez
  - Status of Street Projects

Sanitation/Street Director, John Avilez, noted that staff is ready to go out for RFQ's to hire a project engineer for the repaving project the City Council has approved funding for. Staff has identified about seven (7) miles of street that are in need of repair work with an estimated cost of $2,418,093.00. Staff is looking at working on about 4.65 miles of streets for this project for a total expense of $1,736,909.00. Mr. Avilez provided two street listing as follows: 1) First list shows all the streets that need work; and 2) Second list shows the street staff is recommending.

Mr. Avilez informed the City Council, that some streets will be done by Urban County funds. Staff is recommending doing the entire San Juan Del Norte Subdivision. Staff recommended doing one subdivision all at once; rather then doing only a section and then having to go back next year to finish the rest, nothing that this would be more feasible. The amount of money available for this project is $277,053.25. A project estimate for the project was included.

Mayor San Juanita Sanchez recommended that staff have a Maintenance Plan at least every nine (9) years to upkeep the streets.

Commissioner Pedro Contreras noted that he would like for the Grant Writer to look into grants for sidewalks in these new areas.

Mr. Avilez noted that Nebraska, Ridge Road and Sam Houston need re-striping. Estimated cost would be $30,000 - $35,000 to re-stripe these streets. Mr. Avilez noted that he continues to work on streets lights and signs as previously discussed.

Commissioner Pedro Contreras noted that Ridge Road and Stewart Road are in need of traffic lights.

City Manger Guillermo Seguin noted that TxDOT is looking into the traffic count before traffic lights can be considered in these areas.

Commissioner Bobby Rodriguez noted that sometime last year during one of the City Commission meeting, the commission went into a very good discussion about the prioritization of the streets needing service. At the time, it was voted to go with the streets that were listed before them, Commissioner Bobby Rodriguez had made a recommendation and is making it again, that since this is Urban County monies, the City alternate work on the North Side, South Side, East Side and West Side so that both sides of the track get equal street repair.

Commissioner Pedro Contreras asked staff what was the total miles of street repairs? Staff response was two (2) miles of repaving between both of the projects.

VIII. OLD BUSINESS

1. **Consideration and action to approve the allocation of funds in the amount of $59,750.00 for the new raised median on FM 3461 (Nolana) as proposed by TXDOT. (Guillermo Seguin, City Manager) [Tabled – December 11, 2007]** City Manager Guillermo Seguin, noted no new information since the last meeting. City Manager Guillermo Seguin is requesting that this item remain tabled.

2. **Consideration and action on a request for funding by the Texas Border Coalition in the amount of $3,934 for FY 2007-2008. [Guillermo Seguin, City Manager]** City Manager Guillermo Seguin noted that he received new information on this item and is requesting that this item be removed from being tabled.

APPROVAL/DISCUSSION: Commissioner Claudia Gonzalez made a motion to remove this item from being tabled. The motion was seconded by Commissioner Pedro Contreras. The motion passed unanimously (5-0).

City Manger Guillermo Seguin informed the City Council that he spoke with Pat Townsend, Vice Chairman with Texas Border Coalition and Mr. Townsend stated the coalition was a lobbing organization. The Texas Border Coalition does not provide funding. City Manager Guillermo Seguin is recommending not approving the request for Texas Border Coalition in the amount of $3,934 for FY 2007-2008.

APPROVAL/DISCUSSION: No discussion took place on this item. Commissioner Pedro Contreras made a motion to deny the request for Texas Border Coalition in the amount of $3,934 as recommended by staff. The motion was seconded by Commissioner Claudia Gonzalez. The motion passed unanimously (5-0).

3. **Consideration and action to approve a request by Halff Associates for Preliminary Plat on behalf of St. Ives Properties. A 32.07 acres out of Lot 5 & 6, Blk. 35, Alamo Tract of The Alamo Land & Sugar Company. [Planning Department]** ***The Planning & Zoning approved the request at their P&Z Meeting held on Thursday, November 8, 2007].*** **[Tabled January 8, 2008].** City Manager, Guillermo Seguin requested that this item be removed from being tabled.

APPROVAL/DISCUSSION: Commissioner Pedro Contreras made a motion to remove this item from being tabled. The motion was seconded by Commissioner Bobby Rodriguez. The motion passed unanimously (5-0).

City Manager Guillermo Seguin noted that this item was incorrectly posted at the January 8, 2008, City Commission Meeting and had to be tabled. The item was re-posted and staff is recommending approval.

APPROVAL/DISCUSSION: No discussion took place on this item; Commissioner Contreras made a motion to approve the request by Halff Associates for a Preliminary Plat on behalf of St. Ives Properties. A 32.07 acres out of Lot 5 & 6, Blk. 35, Alamo Tract of The Alamo Land & Sugar Company. Commissioner Bobby Rodriguez seconded the motion. The motion passed unanimously (5-0).

4. **A request by Abel Vaca, for a zone change from R-6 (Mobile Home) to District to C-1 (General District) for San Juan East #3, Lot 75. Physically located at 1100 Foster Street. [Tony Davila, City Planner]** ***The Planning & Zoning disapproved the request at their P&Z Meeting held on Thursday, November 1, 2007.*** **[Tabled January 8, 2008].**

City Manager Guillermo Seguin noted that he received new information on this item and is requesting that this item be removed from being tabled.

APPROVAL/DISCUSSION: Mayor Pro-Tempore Eddie Rodriguez made a motion to remove this item from being tabled. The motion was seconded by Commissioner Claudia Gonzalez. The motion passed unanimously (5-0).

City Manager Guillermo Seguin noted that this item was presented at the City Council meeting on January 8, 2008. The Planning & Zoning disapproved Mr. Vaca's request at their P&Z meeting held on Thursday, November 1, 2007. Staff is also recommending denying the request from Mr. Abel Vaca.

City Manager Guillermo Seguin noted that concerns were raised on whether this area was considered "Spot Zoning" and counsel was to provide a legal opinion on whether this property is considered "Spot Zoning".

City Attorney Javier Villalobos noted that the City of San Juan currently does not have a Comprehensive Plan in place and could be challenge. Therefore, this is considered "Spot Zoning".

APPROVAL/DISCUSSION: No discussion took place on this item; Mayor Pro-Tempore Eddie Rodriguez made a motion to deny the request by Abel Vaca, for a zone change from R-6 (Mobile Home) to District to C-1 (General District) for San Juan East #3, Lot 75, physically located at 1100 Foster Street as recommended by staff. Commissioner Claudia Gonzalez seconded the motion. The motion passed unanimously (5-0).

IX. **NEW BUSINESS [All items will require action]**
City Manager will introduce items.

1. **Consideration and action to approve the Urban County Program Amendments, Year 19 (2006) and Year 20 (2007). [Guillermo Seguin, City Manager]** City Manager Guillermo Seguin, noted that staff is recommending amending the Urban County Program Year 19 (2006) and Year 20 (2007) as discussed under the Public Hearing. The request is to amend the budget for Year 19 (2006) by allocating those funds to the Water and Sewer Improvements line item and add the additional streets to San Juan Del Norte Subdivision and work on those streets all at one time as recommended by staff.

APPROVAL/DISCUSSION: After some discussion on this item; Mayor Pro-Tempore Eddie Rodriguez made a motion to approve the Urban County Program Amendments, Year 19 (2006) and Year 20 (2007) as recommended by staff. Commissioner Claudia Gonzalez seconded the motion. The motion passed (3-2). Commissioners Pedro Contreras and Bobby Rodriguez voted against.

2. **Consideration and action on the selection of an Engineering Firm for the CWSRF Household Connection Project. [Guillermo Seguin, City Manager]** City Manager Guillermo Seguin noted that staff is recommending Halff & Associates as the Project Engineer Firm for the CWSRF Household Connection and that is presented to the County Commissioner for their approval as per protocol.

APPROVAL/DISCUSSION: No discussion took place on this item; Mayor Pro-Tempore Eddie Rodriguez made a motion to approve Halff & Associates as the Project Engineer Firm for the CWSRF Household Connection as recommended by staff. Commissioner Claudia Gonzalez seconded the motion. The motion passed unanimously (5-0).

3. **Consideration and action to approve the reimbursement of $70,905 to the North American Development Bank regarding BEIF Grant Agreement 24(f)-39/01. [Guillermo Seguin, City Manager]** City Manager Guillermo Seguin noted that in 2001 the City of San Juan was awarded a grant for hooking up 1,356 households to the City's sewer system. An audit of the grant revealed several discrepancies that need to be reimbursed to the North American Development Bank. The grant provided for an amount of $815 per hook-up resulting on ineligible cost of $94,540. Of the 116 discrepancies listed, the contractor, Garza Plumbing, is responsible for the 18 double billing and the 11 multiple hook-ups. Based on the grant amount of $815 per hook-up, Garza Plumbing has reimbursed the NADBank $23,635 (29 x $815). The remaining amount of $70,905 is the responsibility of the City and will need to be reimbursed to the NADBank. Mr. Roger Martinez, NADBank Representative has assured the City of San Juan that this will not affect the City's ability to solicit funding from the NADBank in the future. City Manager Guillermo Seguin concluded by stating that this information was not known during the budget process and needs to be approved before it can be processed. This will be paid out of the City's Utility Fund.

APPROVAL/DISCUSSION: After some discussion on this item; Commissioner Claudia Gonzalez made a motion to approve the reimbursement of $70,905 to the North American Development Bank regarding BEIF Grant Agreement 24(f)-39/01 as recommended by staff. Mayor Pro-Tempore Eddie Rodriguez seconded the motion. The motion passed unanimously (5-0).

4. **Consideration and action to authorize Staff to seek Request for Qualification for Engineer services in connection with the construction of a new one (1) MG Water Tower. [Trinidad Cantu, Interim Utility Director]** Trini Cantu, Interim Utility Director stated that as per the City Attorney's recommendation, staff is requesting the authorization to seek RFQ's for engineering service and the land cost associated with the new one (1) MG water tower. This project is on the list of Proposed Capital Projects that was addressed in a Special City Commission Meeting held in June 2007. The system capacity for total elevated storage is currently at 99% capacity according to TCEQ Reporting Requirements for Public Water System Section 290.45 (b) (2) (e) the requirement is a minimum safe allowance of 85% capacity. This margin can be met with an additional 85,000 gallons of elevated storage. Mr. Cantu concluded by recommending that staff get authorization to advertise for the services involved. The City will go out for bids pending approval of RFQ's.

APPROVAL/DISCUSSION: No discussion took place on this item; Commissioner Pedro Contreras made a motion to authorize Staff to seek Request for Qualification for Engineer services in connection with the construction of a new one (1) MG Water Tower. Mayor Pro-Tempore Eddie Rodriguez seconded the motion. The motion passed unanimously (5-0).

5. **Consideration and action to go out for RFQ's for Engineering services for City of San Juan Repaving Project. [John Avilez, Sanitation/Streets Director]** John Avilez, Sanitation / Street Director noted staff is ready to go out for RFQ's to hire a project engineer for the repaving project that was previously approved. Staff has identified about seven (7) miles of street that are in need of repair work with an estimated cost of $2,418,093.00. We are looking at doing about 4.65 miles of streets for this project for a total cost of $1,736,090. Mr. Avilez provided a list of streets to City Council. The first list shows all the streets that need work and the second list shows the streets that staff is recommending for this project.

   Commissioner Pedro Contreras' question regarding this project was, "How long ago has it been since these streets been repaved?" Staff response was between twenty and fifteen years.

APPROVAL/DISCUSSION: No further discussion took place on this item; Mayor Pro-Tempore Eddie Rodriguez made a motion for staff to go out for RFQ's for Engineering services for City of San Juan Repaving Project. Commissioner Claudia Gonzalez seconded the motion. The motion passed unanimously (5-0).

6. **Consideration and action for the approval of six (6) new temporary positions in the Sanitation Department. [John Avilez, Sanitation/Street Director]** John Avilez, Sanitation / Street Director noted that due to the large amount of brush and other garbage that is being generated by our residents, the crew if falling behind on their pickup schedule throughout the city. The problem is not that the staff/workers are not compiling with their job, but they have to take additional time and effort to separate the mixed debris that is place out by the resident for pickup. This in addition to the large amounts of brush being generated is putting a strain on the staff. Staff is recommending additional personnel to help our brush pickup schedule get back on track. Staff is recommending two (2) drivers and four (4) laborers as temporary hires for (12-16) weeks. Drivers are needed to allow staff to send out the grapple trucks on the brush route. This will make a big difference in our service to the residents and once the new customer service representative is hired, one of their first assignments will be to educate the residents on the importance of proper separation of brush and junk. Mr. Avilez concluded by stating that the estimated cost for these positions will be approximately $40,000.

   Commissioner Pedro Contreras asked, "How realistic is it to fill temporary positions and have staff consider contracting the work?" Staff response was he has the people who are interested in these positions. As per contracting the work, staff will look into this.

   City Manager Guillermo Seguin stated that maybe next year the department can budget for additional positions to assist in this area.

   Mayor San Juanita Sanchez would like for staff to look into an out reach program to educate the citizens regarding the importance of proper separation of brush and junk.

   Mr. Avilez stated that he is currently working on this.

   Mayor Pro Tempore Eddie Rodriguez recommending for staff to look into roll-out bins, this is something McAllen has for their neighborhood.

   Mr. Avilez noted that he would look into this, anything that can help the City of San Juan and their citizens.

APPROVAL/DISCUSSION: No further discussion took place on this item; Commissioner Claudia Gonzalez made a motion to approve six (6) new temporary positions in the Sanitation Department. Mayor Pro-Tempore Eddie Rodriguez seconded the motion. The motion passed unanimously (5-0).

7. **Consideration and action to approve the first reading to repeal the Personnel Policy Ordinance No. 2001-013 with proposed Personnel Policy Manual. [Oralia Garza, HR Director]** City Manger Guillermo Seguin noted that the City Attorney and HR Director met to go over any minor discrepancies that needed to be corrected. City Attorney Javier Villalobos noted that some modifications/recommendations had to be done to the proposed Personnel Policy Manual. Recommendations/Corrections were on the following pages and chapters: Page 2 – Organization Description; Page 3 – Organizational Structure; Page 4 – Customer Service; Chapter 1 – Page 3 – Nepotism; Chapter 3 – Page 8 - Credit Union; Chapter 7 – Page 8 - Employee Appeal Review; - Page 9 – Grievance; Page 10 – Drug Free Workplace; Page 10 – Substance Abuse and Testing; - Page 18 – Harassment & Discrimination; and Chapter 8 – Page 1 – Media Relations. Mr. Villalobos noted that these items would be presented at the next City Commission Meeting for final approval with modifications and recommendations as presented.

APPROVAL/DISCUSSION: No discussion took place on this item; Mayor Pro-Tempore Eddie Rodriguez made a motion to approve the first reading to repeal the Personnel Policy Ordinance No. 2001-013 with proposed Personnel Policy Manual. Commissioner Claudia Gonzalez seconded the motion. The motion passed unanimously (5-0).

8. **Consideration and action to Amend Resolution No. 08-01, Authorizing Representatives to conduct business with TexPool Participant Services. [Ramiro A. Lopez, Finance Director]** City Manager Guillermo Seguin noted that this resolution simply deletes the Assistant Finance Director name upon submission of her employment resignation.

APPROVAL/DISCUSSION: No discussion took place on this item; Commissioner Pedro Contreras made a motion to Amend Resolution No. 08-01, Authorizing Representatives to conduct business with TexPool Participant Services as presented by staff. Commissioner Bobby Rodriguez seconded the motion. The motion passed unanimously (5-0).

9. **Consideration and action to approve a request by Ruben Garza for a Preliminary and Final Plat for Red Leaf Lane Subdivision, a re-subdivision of a .0342 acres out of Lot 4, Long Subdivision, San Juan, Texas.** ***The Planning & Zoning approved the request at their P&Z Meeting held on Thursday, January 3, 2008.*** **[Tony Davila, City Planner]** Tony Davila, City Planner noted that Red Leaf Lane Subdivision is located on the North East Corner of King Road and 8th Street. The developer is proposing to re-subdivide the property into two (2) lots for residential purposes. City Manger Guillermo Seguin noted that the City Engineer Ronnie Cruz and himself met on this item and had a concern regarding the variance. Staff is recommending that this time be tabled and the developer be notified about the variance request for both lots and the required 50' ROW frontage along King Road.

APPROVAL/DISCUSSION: No further discussion took place on this item; Commissioner Claudia Gonzales made a motion to table the request by Ruben Garza for a Preliminary and Final Plat for Red Leaf Lane Subdivision, a re-subdivision of a .0342 acres out of Lot 4, Long Subdivision, San Juan, Texas as recommended by staff. Mayor Pro-Tempore Eddie Rodriguez seconded the motion. The motion passed unanimously (5-0).

10. **Consideration and action to approve Resolution 08-04: A Resolution by the San Juan City Commission to re-appoint eight (8) members to the Parks and Recreation Advisory Board. [Gloria Banda-Gonzales, City Secretary]** Roel Garza, Parks & Recreation noted that the current Board members are up for re-appointment and would like to be reconsidered to serve on the Parks & Recreation Advisory Board.

DISCUSSION:

Commission Pedro Contreras recommended re-appointing the current five (5) Board members: Jacinto Saenz; Rubio Muniz; Hector Guzman; Albesa Cantu; and James Shawn. Terms expire January 2010. The Board members that have resigned, Commissioner Pedro Contreras is recommending: Rene Saurez; Ruben Alonso and Israel Garza. Terms expire January 2009

Mayor Pro-Tempore Eddie Rodriguez recommended re-appointing the current five (5) Board members: Jacinto Saenz; Rubio Muniz; Hector Guzman; Albesa Cantu; and James Shawn for two years: Terms expire January 2010. Board members that have resigned, Mayor Pro-Tempore Eddie Rodriguez, is recommending Joanna Garcia, Francisca Ibarra and Judy Tapia. Terms expire January 2009.

APPROVAL: Commissioner Bobby Contreras made a motion to appoint Rene Saurez; Ruben Alonso and Israel Garza to the Parks & Recreation Committee vacant positions. The motion was seconded by Commissioner Pedro Contreras. Motion did not pass. (2-3).

APPROVAL: Mayor Pro Tempore Eddie Rodriguez made a motion to appoint Joanna Garcia, Francisca Ibarra and Judy Tapia to the Parks & Recreation Committee vacant positions. Terms expire January 2009. The motion was seconded by Commissioner Claudia Gonzalez. The motion passed (3-2). Commissioners Pedro Contreras and Bobby Rodriguez voted against.

APPROVAL: Commissioner Pedro Contreras made a motion to re-appoint the current (5) Board members: Jacinto Saenz; Rubio Muniz; Hector Guzman; Albesa Cantu; and James Shawn. Terms expire January 2010. The motion was seconded by Mayor Pro-Tempore Eddie Rodriguez. The motion passed (5-0).

11. **Consideration and action to approve Resolution 08-05: A Resolution by the San Juan City Commission to appoint or re-appoint four (4) members to the Planning and Zoning Commission. [Gloria Banda-Gonzales, City Secretary]** Gloria Banda-Gonzales, City Secretary noted that the current Board members are up for appoint or re-appointment.

DISCUSSION:

Commission Pedro Contreras recommended re-appointing the current four (4) Board members: Javier Lujan; Danny Saenz; Arturo Guajardo, Jr. and replace Juan Sanchez with Eddie Garcia. Terms expire January 2010.

Mayor Pro-Tempore Eddie Rodriguez recommended re-appointing the current four (4) Board members: Javier Lujan; Danny Saenz; Juan Sanchez and replace Arturo Guajardo with Robert Williamson. Terms expire January 2010.

APPROVAL: Commissioner Pedro Contreras made a motion to re-appoint the current four (4) Board members to the P&Z Board: Javier Lujan; Danny Saenz; Arturo Guajardo and replace Juan Sanchez with Eddie Garcia. Terms expire January 2010. Commissioner Bobby Rodriguez seconded the motion. Motion did not pass (2-3).

APPROVAL: Mayor Pro-Tempore Eddie Rodriguez made a motion to re-appoint the current four (4) Board members: Javier Lujan; Danny Saenz; Juan Sanchez and replace Arturo Guajardo, Jr. with Robert Williamson. Terms expire January 2010. Commissioner Claudia Gonzalez seconded the motion. Motion passed (3-2). Commissioners Pedro Contreras and Bobby Rodriguez voted against.

12. Consideration and action to approve Resolution 08-06: A Resolution by the San Juan City Commission to appoint or re-appoint three (3) members to the San Juan Historical Preservation Committee. [Gloria Banda-Gonzales, City Secretary] Gloria Banda-Gonzales, City Secretary noted that the current Board members are up for appoint or re-appointment.

DISCUSSION:

Commission Pedro Contreras recommended re-appointing the current three (3) Board members: Juan J. Jimenez; James Shawn and replace Joe Bravo with Eddie Garcia. Terms expire January 2010.

Mayor Pro-Tempore Eddie Rodriguez recommended re-appointing the current three (3) Board members: Juan J. Jimenez; James Shawn and replace Joe Bravo with Mark Alaniz: Terms expire January 2010.

APPROVAL: Commissioner Pedro Contreras made a motion to re-appoint the current three (3) Board members to the San Juan Historical Preservation Committee: Juan J. Jimenez; James Shawn and replace Joe Bravo with Eddie Garcia. Terms expire January 2010. Commissioner Bobby Rodriguez seconded the motion. Motion did not pass (2-3).

APPROVAL: Mayor Pro-Tempore Eddie Rodriguez made a motion to re-appoint the current three (3) Board members to the San Juan Historical Preservation Committee: Juan J. Jimenez; James Shawn and replace Joe Bravo with Mark Alaniz. Terms expire January 2010. Commissioner Claudia Gonzalez seconded the motion. Motion passed (3-2). Commissioners Pedro Contreras and Bobby Rodriguez voted against.

13. Consideration and action to approve Resolution 08-07: A Resolution by the San Juan City Commission to appoint or re-appoint five (5) members to the San Juan Economic Development Corporation. [Gloria Banda-Gonzales, City Secretary] Gloria Banda-Gonzales, City Secretary noted that the current Board members are up for appoint or re-appointment.

DISCUSSION:

Commission Pedro Contreras recommended appointing the following new (4) Board members: Eddie Garcia, Feliberto Garza, Lupe Rodriguez, Dora Garcia and replace Eddie Rodriguez with Claudia Gonzalez. Terms expire January 2010.

Mayor Pro-Tempore Eddie Rodriguez recommended re-appointing the current (4) Board members: Ignacio Almaguer, Gregorio Trevino; Dora Garcia; Adriana Salazar. Terms expire January 2010.

Mayor San Juanita Sanchez recommended re-appointing Eddie Rodriguez as Ex-Officio.

APPROVAL: Commissioner Pedro Contreras made a motion to re-appoint Claudia Gonzalez, Ex-Officio to the San Juan EDC. Commissioner Bobby Rodriguez seconded the motion. The motion did not pass (2-3).

APPROVAL: Commissioner Claudia Gonzalez made a motion to re-appoint Eddie Rodriguez, Ex-Officio to the San Juan EDC. Mayor Pro-Tempore Eddie Rodriguez seconded the motion. The motion passed (3-2). Commissioners Pedro Contreras and Bobby Rodriguez voted against.

APPROVAL: Commissioner Pedro Contreras made a motion to appoint the following new (5) Board members to the San Juan Economic Development Committee: Eddie Garcia, Feliberto Garza, Lupe Rodriguez, Dora Garcia and replace Eddie Rodriguez, Ex-Officio with Claudia Gonzalez. Terms expire January 2010. Commissioner Bobby Rodriguez seconded the motion. Motion did not pass (2-3).

APPROVAL: Mayor Pro-Tempore Eddie Rodriguez made a motion to re-appoint the current (4) Board members to the San Juan Economic Development Committee Ignacio Almaguer, Gregorio Trevino; Dora Garcia; Adriana Salazar. Terms expire January 2010. Commissioner Claudia Gonzalez seconded the motion. Motion passed (3-2). Commissioners Pedro Contreras and Bobby Rodriguez voted against.

14. **Consideration and action to approve Resolution 08-08: A Resolution by the San Juan City Commission to appoint or appoint two (2) members to the San Juan Housing Authority Commission. [Gloria Banda-Gonzales, City Secretary]** Gloria Banda-Gonzales, City Secretary noted that the current Board members are up for appoint or re-appointment.

DISCUSSION:

Mayor San Juanita Sanchez noted that this Committee is appointed by the Mayor and does not require a vote from the rest of the City Commissioners. Mayor San Juanita Sanchez noted for the record that Zeke Tovar and Ignacio Almaguer would be re-appointed. Terms expire 2010.

15. **Consideration and action to approve Resolution 08-09: A Resolution by the San Juan City Commission to appoint or re-appoint four (4) members to the San Juan Public Library Board. [Gloria Banda-Gonzales, City Secretary]** Gloria Banda-Gonzales, City Secretary noted that the current Board members are up for appoint or re-appointment.

APPROVAL/DISCUSSION: No discussion took place on this item; Commissioner Claudia Gonzalez made a motion to re-appoint the current four (4) members to the San Juan Public Library Board: Minerva Tovar; Oralia Alaniz; Kathleen Frye; Lydia Perkins were re-appointed (Terms expire 2010). Estella Padron was appointed to fill the vacant position (Term expires 2009). Mayor Pro-Tempore Eddie Rodriguez seconded the motion. The motion passed unanimously (5-0).

16. **Consideration and action to approve Resolution 08-10: A Resolution by the San Juan City Commission to appoint or re-appoint three (3) members to the Building Standards and Renewal Board. [Gloria Banda-Gonzales, City Secretary]** Gloria Banda-Gonzales, City Secretary noted that the current Board members are up for appoint or re-appointment.

APPROVAL/DISCUSSION: No discussion took place on this item; Mayor Pro-Tempore Eddie Rodriguez made a motion to appoint or re-appoint the current three (3) members to the Building Standards and Renewal Board: Tom Haughey; Feliberto Garza; and David Wilson. Terms expire 2010. Commissioner Claudia Gonzalez seconded the motion. The motion passed unanimously (5-0).

X. ADJOURNMENT

No further items were discussed; Commissioner Claudia Gonzalez made a motion to adjourn. Commissioner Bobby Rodriguez seconded the motion. The motion passed unanimously (5-0). Meeting Adjourn at 8:18 p.m.

CITY OF SAN JUAN, TEXAS

San Juanita Sanchez, MAYOR

ATTEST:

Gloria Banda-Gonzales, CITY SECRETARY

CITY OF SAN JUAN
PUBLIC HEARING NOTICE
URBAN COUNTY PROGRAM
BUDGET & PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, SAN JUAN WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE CITY'S PROPOSED BUDGET AND PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 19 (2006) & YEAR 20 (2007).

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, JANUARY 22, 2008 AT 6:00 P.M. AT THE SAN JUAN FIRE STATION #2 LOCATED AT 2301 NORTH RAUL LONGORIA, SAN JUAN, TEXAS 78589.

THE FOLLOWING ARE THE PROPOSED BUDGET AND PROGRAM AMENDMENTS FOR YOUR CONSIDERATION:

Existing Budget	**Urban County Year 19 (2006)**	**Proposed Budget**
$ 23,309.86	Public Facilities (Pct 2 recaptured funds)	$ 23,309.86
$ 26,690.14	Public Facilities (-26,690.14)	$ 0.00
$244,868.05	Water/Sewer Improvements (+26,690.14)	$271,558.19
$ 9,997.97	Senior Services	$ 9,997.97
$ 15,898.36	Youth Services	$ 15,898.36
$ 5,011.62	Abused & Neglected Children	$ 5,011.62
$ 59,085.00	Rehab; Single Unit Residential	$ 59,085.00
$384,861.00		$384,861.00

The proposed budget and program amendment will **delete** the Public Facilities activity and transfer funds in the amount of $26,690.14 to the Water/Sewer Improvements line item.

The proposed budget and program amendment will **increase** the Water/Sewer Improvements line item to $271,558.19 to complete the workplan.

Existing Budget	**Urban County Year 20 (2007)**	**Proposed Budget**
$276,273.00	Street Improvement	$276,273.00
$ 10,000.00	Senior Services	$ 10,000.00
$ 32,200.00	Youth Services	$ 32,200.00
$ 6,000.00	Abused & Neglected Children	$ 6,000.00
$ 60,000.00	Rehab; Single Unit Residential	$ 60,000.00
$384,473.00		$384,473.00

The proposed program amendment will **add** to the workplan for Street Improvements line item the following: **San Juan del Norte Subdivision**: Calle de Palma, Calle Linda, Calle Amistad and Calle Anacua and **Chula Vista Subdivision:** Acapulco Lane, Conzumel Lane, Cancun Lane and Guayavitos Lane for reconstruction to include, but not limited to, curb and gutter, street lighting, signs, striping, engineering, testing, advertising fees and other related appurtenances.

ACCOMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN.

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 702-6400.

WRITTEN COMMENTS CAN BE FORWARDED TO:

MAYOR SAN JUANITA SANCHEZ
CITY OF SAN JUAN
709 S. NEBRASKA AVENUE
SAN JUAN, TEXAS 78589

AI-8452 **8.D.**

Water/Sewer Svcs - City of San Juan
CC REGULAR

Date: 03/25/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services in connection with Hidalgo County Urban County Program Year 19 (2006) for a Water/Sewer Improvements Project in the City of San Juan.

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

3. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for a City of San Juan Water/Sewer Improvements project.

BACKGROUND

The City of San Juan has graded three engineering firms from the County's approved "pool". Dannenbaum Engineering, Sigler, Winston & Greenwood and Halff Associates, Inc., were rated for the 2006 water/sewer improvement project to connect households to sanitary sewer services at Mesquite Acres Subdivision, Sunset Estates, Red Barn Subdivision, Short Road Subdivision, and Citriana Subdivision in the City of San Juan.

See attached Grading-Scoring Grid for your review.

Funds Available: $271,424.27 Year 19 (2006) San Juan Water/Sewer Improvement funds

Fiscal Impact

Attachments

Link: engineering scoring

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/18/2008 10:52 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/19/2008 09:36 AM	APRV

3	Auditor's Office	03/20/2008 04:15 PM	NEW
Form Started By: Estella Webber		Started On: 03/18/2008 09:24 AM	
Final Approval Date: 03/20/2008			

Hidalgo County – Urban County Program
City of SAN JUAN
Professional Engineering Services
Water/Sewer Improvements – UCP YR 19 (2006)
Grading-Ranking Grid

	Halff & Associates, Inc.			Dannenbaum Engineering			Sigler, Winston & Greenwood		
CRITERIA	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	24	24	-	21	20	-	21	19	-
Methodology	17	19	-	19	19	-	18	17	-
Staffing/Capacity to Perform	20	20	-	19	16	-	19	19	-
Understanding Projects	24	23	-	25	23	-	21	15	-
Familiarity w/Applicable Rules & Regulations	10	10	-	9	9	-	10	5	-
TOTALS	95	96	-	93	87	-	89	75	-
AVERAGES	**96%**			**90%**			**82%**		
RANKING									

#1 Grader Leticia Cobos

#2 Grader Antonio Jaramillo

#3 Grader n/a

AI-8453 **8.E.**

Water/Sewer Proj. - San Juan
CC REGULAR

Date: 03/25/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

City of San Juan is requesting authority to advertise for bids for residential sanitary sewer hook-ups, an Urban County Program Year 19 (2006) Water/Sewer Improvement Project.

BACKGROUND

City of San Juan is proposing to install and connect sanitary sewer hook-ups for residents in the Mesquite Acres Subdivision, Red Barn Subdivision, Sunset Estates Subdivision, Short Road Subdivision and Citriana Subdivision. City of San Juan will utilize Urban County Program Year 19 (2006) Water/Sewer Improvement funds.

Funds Available: $271,424.27 Year 19 (2006) San Juan Water/Sewer Improvements

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Project will proceed using Urban County funds.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/18/2008 10:53 AM	APRV
2	Rey Salazar	Rey Salazar	03/19/2008 03:10 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Estella Webber Started On: 03/18/2008 09:31 AM

Final Approval Date: 03/20/2008

AI-8454 **8.F.**

Pool Improvements - City of Hidalgo
CC REGULAR

Date: 03/25/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

Approval of a Budget and Program Amendment for the City of Hidalgo Urban County Program Year 20 (2007) to decrease funding from the water/sewer improvements line item and create a Parks, Recreational Facilities line item.

BACKGROUND

City of Hidalgo requests approval of the following Budget and Program Amendments for Year 20 (2007). A Public Hearing was held and Citizen Participation requirements were met. The City's letter of recommendation and certified minutes are attached. (see attachment)

Year 20 (2007): The proposed program amendment will create a Parks, Recreational Facilities line item in the amount of $54,023.50 for improvements to the swimming pool to include resurfacing of the pool, reconstructing the pool house and restroom facilities to comply with ADA requirements and state and local safety codes.

Fiscal Impact

Attachments

Link: amend. - Hidalgo
Link: Minutes and Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/18/2008 10:43 AM	APRV
2	Erika Reyna	Erika Reyna	03/19/2008 01:50 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Estella Webber			Started On: 03/18/2008 09:44 AM	
Final Approval Date: 03/20/2008				

CITY OF HIDALGO
PUBLIC HEARING NOTICE
URBAN COUNTY PROGRAM
BUDGET & PROGRAM AMENDMENT

IN COMPLIANCE WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUIREMENTS, CITY OF HIDALGO WILL CONDUCT A PUBLIC HEARING TO SOLICIT INPUT FROM INTERESTED PARTIES ON THE CITY'S PROPOSED BUDGET AND PROGRAM AMENDMENT TO ITS URBAN COUNTY PROGRAM YEAR 20 (2007).

THE PUBLIC HEARING WILL BE HELD ON TUESDAY, MARCH 18, 2008 AT 6:00 P.M. AT THE CITY OF HIDALGO CITY HALL LOCATED AT 704 EAST TEXANO DRIVE, HIDALGO, TEXAS 78557.

THE FOLLOWING ARE THE PROPOSED BUDGET AND PROGRAM AMENDMENTS FOR YOUR CONSIDERATION:

Existing Budget	Urban County Year 20 (2007)	Proposed Budget
$300,000.00	Water/Sewer Improvements (-$54,023.50)	$ 245,976.50
$ 47,352.00	Fire Station	$ 47,352.00
$ 0.00	Parks, Recreational Facilities (+$54,023.50)	$ 54,023.50
$347,352.00		$ 347,352.00

The proposed budget and program amendment will **decrease** the Water/Sewer Improvements line item and transfer funds in the amount of $54,023.50 to the Parks, Recreational Facilities line item.

The proposed budget and program amendment will **create** the Parks, Recreational Facilities line item in the amount of $54,023.50 for improvements to the swimming pool to include resurfacing of the pool, reconstructing the pool house and restrooms facilities to comply with ADA requirements and state and local safety codes.

ACCOMODATIONS FOR INDIVIDUALS WITH HANDICAPS SHALL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLAS PERSONAS QUE ASI LO DESEEN.

FOR MORE INFORMATION, PLEASE COME BY OUR OFFICE OR CALL (956) 843-2286.

WRITTEN COMMENTS CAN BE FORWARDED TO:

MAYOR JOHN DAVID FRANZ
CITY OF HIDALGO
704 EAST TEXANO DRIVE
HIDALGO, TEXAS 78557

John David Franz,Mayor
Alvin Sámano, Mayor Pro-Tem

COUNCILMEMBERS
Siglinde Franz
Daniel Dillard, II
Pedro Fonseca
Guillermo Ramirez

Joe Vera, III - City Manager, CECD, CFE

March 19, 2008

Mr. Antonio Barco
Urban County
1916 Tesoro Blvd.
Pharr, TX 78577

Dear Mr. Barco,

This letter is to confirm this is a certified copy of the March 18, 2008 Public Hearing Minutes for 6:00 p.m.

Agenda Item 1., [**Discussion on Public Hearing Notice to Discuss and Solicit Input on Community Development Block Grant (CDBG) Requirements on City's Proposed Budget and Program Amendment to Urban County Program Year 20 (2007)**] from the Public Hearing held at City Hall in Hidalgo, Texas on March 18, 2008.

Mayor Pro-Tem Samano said the agenda item was on Discussion on Public Hearing Notice to Discuss and Solicit Input on Community Development Block Grant (CDBG) Requirements on City's Proposed Budget and Program Amendment to Urban County Program Year 20 (2007). Mr. Vera said at the last meeting Council approved proceeding on advertising for Public Hearing for Urban County Budget Amendment for $61,706.75 in Urban County fund surplus money that had been set aside for water and sewer plant and was left over from that project. There was one interest payment of $7,683.25 due in August. Additionally, to leave the $7,683.25 line item and move $54,023.50 to use for swimming pool improvements and take additional money needed from general fund to complete the improvements.

Mayor Pro-Tem Samano asked if there were any comments from the public. There were none. Councilmember Franz asked if the balance was paid off for the current year on the sewer project and verified there were two more years. Mr. Vera said yes, there were two more years. There was no further discussion.

If you have any questions, I can be reached at City Hall, 956-843-2286.

Sincerely,

Joe Vera by DE

Joe Vera III, CECD, CFEE
City Manager

MAR 19 2008

HIDALGO All-America City 2004

704 East Texano Drive Hidalgo, Texas 78557 (956) 843-2286 Fax (956) 843-2317

John David Franz,Mayor
Alvin Sámano, Mayor Pro-Tem

COUNCILMEMBERS
Siglinde Franz
Daniel Dillard, II
Pedro Fonseca
Guillermo Ramirez

Joe Vera, III - City Manager, CECD, CFE

March 7, 2008

Hidalgo County Urban County Program
C/O – Monica Luna
1916 Tesoro Blvd.
Pharr, TX 78577

RE: Budget Amendment

Ms. Luna,

The City of Hidalgo would like to get approval from Commissioners Court for a Budget Amendment. We currently have $61,706.75 in the Water/Sewer Improvements line item and would like to transfer these funds to Parks & Recreational Facilities. Could you please include this budget amendment in the next Commissioners Court Agenda on March 25, 2008, for approval?

If you have any questions, please let me know.

Sincerely,

Joe Vera III, CECD, CFEE
City Manager

MAR 13 2008

HIDALGO All-America City 2004

704 East Texano Drive Hidalgo, Texas 78557 (956) 843-2286 Fax: (956) 843-2317

AI-8490 **9.A.**

Payment of Amazon Invoice & pay TDCAA dues
CC REGULAR

Date:	03/25/2008
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Area:	District Attorney

Information

CAPTION

1. Approval to pay outstanding purchase order no. 597674 in the amount of $300.00 for vendor Amazon that required the use of a charge account with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor.

2. Approval to continue using the charge account for Amazon.

3. Approval to pay the 2008 Texas District & County Attorneys Assocation membership dues for the D.A. & the D.A.'s Office staff with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor.

4. Approval of appropriation of funds for the 2008 DA LEOSE funds (fund 1220) and 2007 LEOSE interest earned in the total amount of $1,995.42 (Breakdown: $1,603.90 2008 LEOSE Funds received;$391.52 2007 LEOSE interest earned).

BACKGROUND

1.) The Auditor's Office refuses to pay the bill because they claim that it's a credit card account. It is not a credit card account, it is only a charge account. The invoice under the title area Cardholder News & Information reads as follows:
"Congratulations on your new Amazon.com Corporate Account Credit Line."

2.) Since our Amazon account is not a credit card charge account we are requesting approval to continue to use said account.

3.) With membership with TDCAA employees get the following:

a.) Seminars for prosecutor offices
b.) Assistance with researching caselaw
c.) Assistance with Jury Charges
d.) The Texas Prosecutor for every member
e.) Books that are obtain through grants for our Asst. D.A.s & Investigators.
f.) Reimbursement for meals at the rate of either $10.00 if they provide a meal (lunch) or

$16.00 if they don't.

g.) Hotel reimbursement at the rate of $40.00 per day.

4.) Funds received by the State (Tx Comptroller) for the continuing education of our D.A. Investigators for 2008 in the amount of $1,603.90. This action is also approving the 2007 LEOSE interest earned of $391.52 for a total amount of $1,995.42.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1222-412-00-080-006-0-640

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO #597674 is $300.00 for Amazon Credit Plan as of 3-19-08.

FISCAL YEAR: 2008 **ACCT. #:** 8-1220-412-00-080-004-0-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $1,995.42 for the DA LEOSE fund (1220) for 2008 LEOSE funds received by the State Comptroller's office for the continuing education of DA investigators and 2007 LEOSE interest earned.

Breakdown: 2008 LEOSE Revenue $1603.90; 2007 Interest earned $391.52.

Revenue Acct #8-1220-335-00-080-000-0-000 "DA LEOSE Revenue"

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-080-002-0-810

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 3-19-08 $2,725.00 to pay for yearly membership dues for 2008.

Attachments

Link: amazoninvoice

Link: LEOSECHECK

Link: DA LEOSE Budget Amendment

Link: 2007 Interest Breakdown LEOSE Funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/19/2008 08:17 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/20/2008 08:16 AM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Roy Cazares			Started On: 03/18/2008 03:26 PM	

Final Approval Date: 03/20/2008

amazon.com

Payment Due Date	Total Minimum Payment Due	New Balance	Account Number
02/25/2008	$50.00	$175.06	6045 7817 0017 9913

Fill in amount: $ _____ . __

☐ New address or e-mail? Check the box at left and print changes on the back.

HIDALGO COUNTY DISTRICT
100 N CLOSNER BLVD
FL 3
EDINBURG TX 78539-3523

1285

Make Payment To: GE MONEY BANK/AMAZON
PO BOX 960016
ORLANDO, FL 32896-0016

000500000000000 000500000017506 000604578 1700179 91322

▲ Detach and mail this portion with your check to GE MONEY BANK/AMAZON. Please utilize blue or black ink. ▲

1-2

ACCOUNT INFORMATION

Account Number :	6045 7817 0017 9913
Statement Date :	02/05/2008
Payment Due Date :	02/25/2008
Days In Billing Period	31
Credit Line	$500
Available Credit	$324

BALANCE SUMMARY

Previous Balance	$0.00
- Payments	$0.00
+/- FINANCE CHARGE (net)	$0.00
+ New Purchases	$175.06
+/- Credits, Insurance, Fees & Adjustments (net)	$0.00
= New Balance	$175.06
Total Minimum Payment Due	$50.00

TRANSACTION SUMMARY

Post Date	Order Date	Reference Number	Description	Amount
01/23	01/23	P934200D8EHM72TQ7	AMAZON RETAIL SEATTLE WA	$132.38
01/25	01/25	P934200DQEHM752X6	AMAZON RETAIL SEATTLE WA	$42.68

THE PERIODIC RATE SHOWN ON THIS STATEMENT MAY VARY.

FINANCE CHARGE SUMMARY

How Your FINANCE CHARGE Was Calculated	Balance Subject To Finance Charge	Daily Periodic Rate	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Balance Calculation Method
Regular Purchases	$0.00	.05151%	18.80%	$0.00	2D
ANNUAL PERCENTAGE RATE	18.800%		Total Periodic FINANCE CHARGE	$0.00	

CARDHOLDER NEWS & INFORMATION

Congratulations on your new Amazon.com Corporate Account Credit Line. Your company now has access to the best way to make purchases at Amazon.com. Your credit line offers easy-to-understand, itemized statements, flexible payment options, and no annual fee.

Remember, you can buy both Used and Marketplace items as well as items sold by Amazon.com with your Credit Line.

Manage your account online at gemoney.com/amazon.

INVOICE RECEIVED BY:
_____ on 2-13-08
GOODS/SERVICES RECEIVED BY:
_____ on 2/13/2008
8-1222-442-fu-080-006-0-640
2/21/08 A/P Sandra@Amazon
has credit card
but can only buy online

SFG

Texas Comptroller of Public Accounts

116483824 FEBRUARY 26, 2008

TREASURY WARRANT NO.
116483824

022508 0116 902 9P080568 17460007176 063
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND SIX HUNDRED THREE DOLLARS AND 90/100 $1,603.90

TO CRIMINAL DISTRICT ATTORNEY / HIDALGO COUNTY
100 N CLOSNER ROOM 3
EDINBURG, TX 78539-3523

VOID AFTER
08/31/2010

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑈11648382 4⑈

DATE: March 25, 2007
DEPARTMENT HEAD: RENE GUERRA, CRIMINAL DISTRICT ATTORNEY
DEPARTMENT NAME: DISTRICT ATTORNEY'S OFFICE
ACCOUNT NUMBER: 8-1220-412-00-080-004-0 D.A. LEOSE ACCOUNT

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

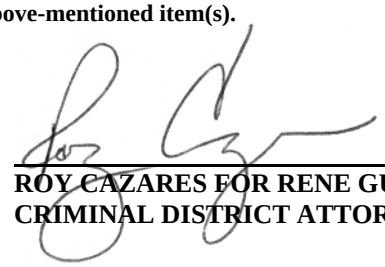
Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1220-412-00-080-004-0-583	Out-of-County Employee Travel	$1,000.00
8-1220-412-00-080-004-0-584	Registration Fee	$995.42
8-1220-335-00-080-000-0-000	DA LEOSE Revenue	$1603.90
	Fund Balance (2007 LEOSE Interest)	391.52
TOTAL BUDGET INCREASE REQUEST		**$1,995.42**

REASON: To appropriate the 2008 LEOSE funds received by the State Comptroller for the continuing education of DA Investigators. 2007 LEOSE interest earned is appropriated from Fund Balance.

There are no areas in my current budget to reduce in order to fund the above-mentioned item(s).



ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: SFA-CA-016
REVISED:05/01/2000

OK AMT 2/26/08

February 26, 2008

2007 LEOSE FUND BALANCE ANALYSIS

	2006 Ending F/B	2007 Actual Revenues	2007 Actual Expenditures	2007 Ending F/B	2007 Interest Dist.	2007 Ending F/B
Interest earnings		1,865.15	-	1,865.15		
DA LEOSE	4,895.65	1,461.28	(1,375.00)	4,981.93	391.52	5,373.45
Sheriff LEOSE	8,010.67	52,549.09	(52,600.10)	7,959.65	625.54	8,585.20
Constable Pct. 1 LEOSE	49.65	1,174.55	-	1,224.20	96.21	1,320.41
Constable Pct. 2 LEOSE	5,624.44	1,099.52	-	6,723.96	528.43	7,252.39
Constable Pct. 3 LEOSE	870.45	1,543.22	(2,050.75)	362.92	28.52	391.44
Constable Pct. 4 LEOSE	941.32	-	-	941.32	73.98	1,015.30
Constable Pct. 5 LEOSE	939.26	1,176.21	(576.48)	1,538.99	120.95	1,659.94
	21,331.44	60,869.02	(56,602.33)	25,598.13	1,865.15	25,598.13

Prepared By: Jennifer L. Garza

23,732.98

AI-8513 **9.B.**

Teleworking Arrangement
CC REGULAR

Date: 03/25/2008
Submitted By: Andres Castro, BUDGET & MANAGEMENT
Submitted For: Roy Cazares
Department: BUDGET & MANAGEMENT
Agenda Area: District Attorney

Information

CAPTION

Report on and discussion of Teleworking Arrangement between the Office of the District Attorney and Hidalgo County employee number 31429.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Andres Castro (Originator)	Andres Castro	03/20/2008 09:17 AM	APRV
2	Budget & Management	Dina Trevino	03/20/2008 12:15 PM	APRV
3	Erika Reyna	Erika Reyna	03/20/2008 01:14 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Andres Castro			Started On: 03/20/2008 09:00 AM	
Final Approval Date: 03/20/2008				

AI-8471 **10.A.**

Additional ROW - Barrera Street
CC REGULAR

Date: 03/25/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Precinct No. 1:
Authorization for surveys metes & bound, title report, appraisal, and possible acquisition of additional right of way on Barrera Street out of Acre Tract Subdivision - Farm Tract 1077, The Adams Tract Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

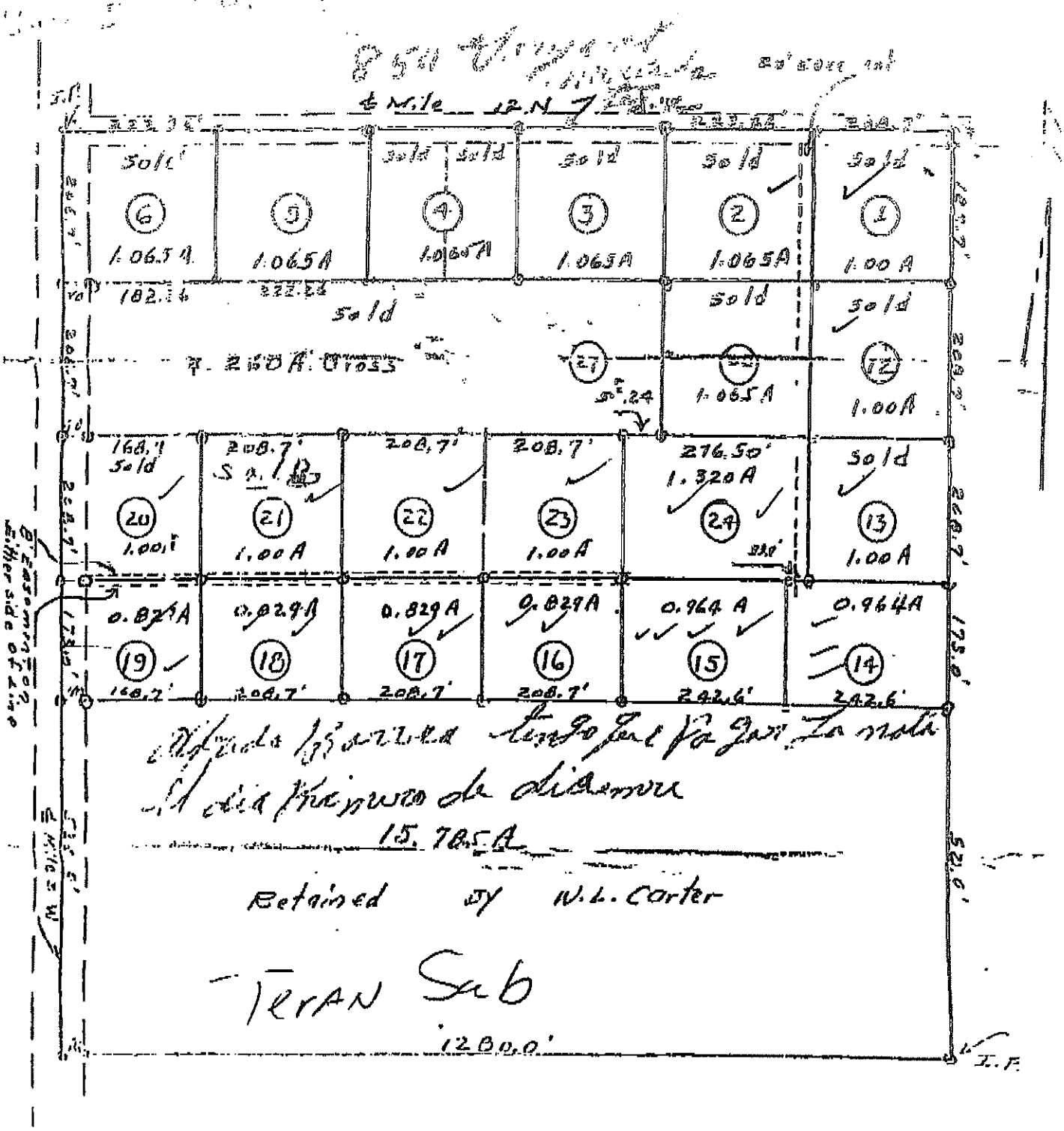
$620,000 available balance as of03/19/08 for right of way acquisition.

Attachments

Link: Subdivision Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/19/2008 07:21 AM	APRV
2	Rey Salazar	Rey Salazar	03/19/2008 03:15 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/18/2008 01:58 PM	
Final Approval Date: 03/20/2008				



PLAT OF SURVEY

SHOWING

A 6 TRACT SUBDIVISION OF FARM TRACT 1077, OF

PALMS TRACT SUBDIVISION OF LAND IN LLANO

GRANDE GRANT, HIDALGO COUNTY TEXAS.

AI-8492 **10.B.**

Additional Right of Way - Northside Village Subdivision
CC REGULAR

Date: 03/25/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Precinct No. 2:
Authorization for surveys metes & bounds, title reports, appraisals and acquisition of additional right of way for colonia drainage easement for the Northside Village Subdivision.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

We will be utilizing Urban County Funds for this project. Additional possible funding source ROW funds $620,000. 8-1200-431-00-260-001-0-711

Attachments

Link: Exhibit B - 2
Link: Exhibit B - 1
Link: Exhibit A - 2
Link: Exhibit A - 1
Link: Subdivision Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/19/2008 08:32 AM	APRV
2	Rey Salazar	Rey Salazar	03/19/2008 03:18 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/18/2008 03:49 PM	
Final Approval Date: 03/20/2008				

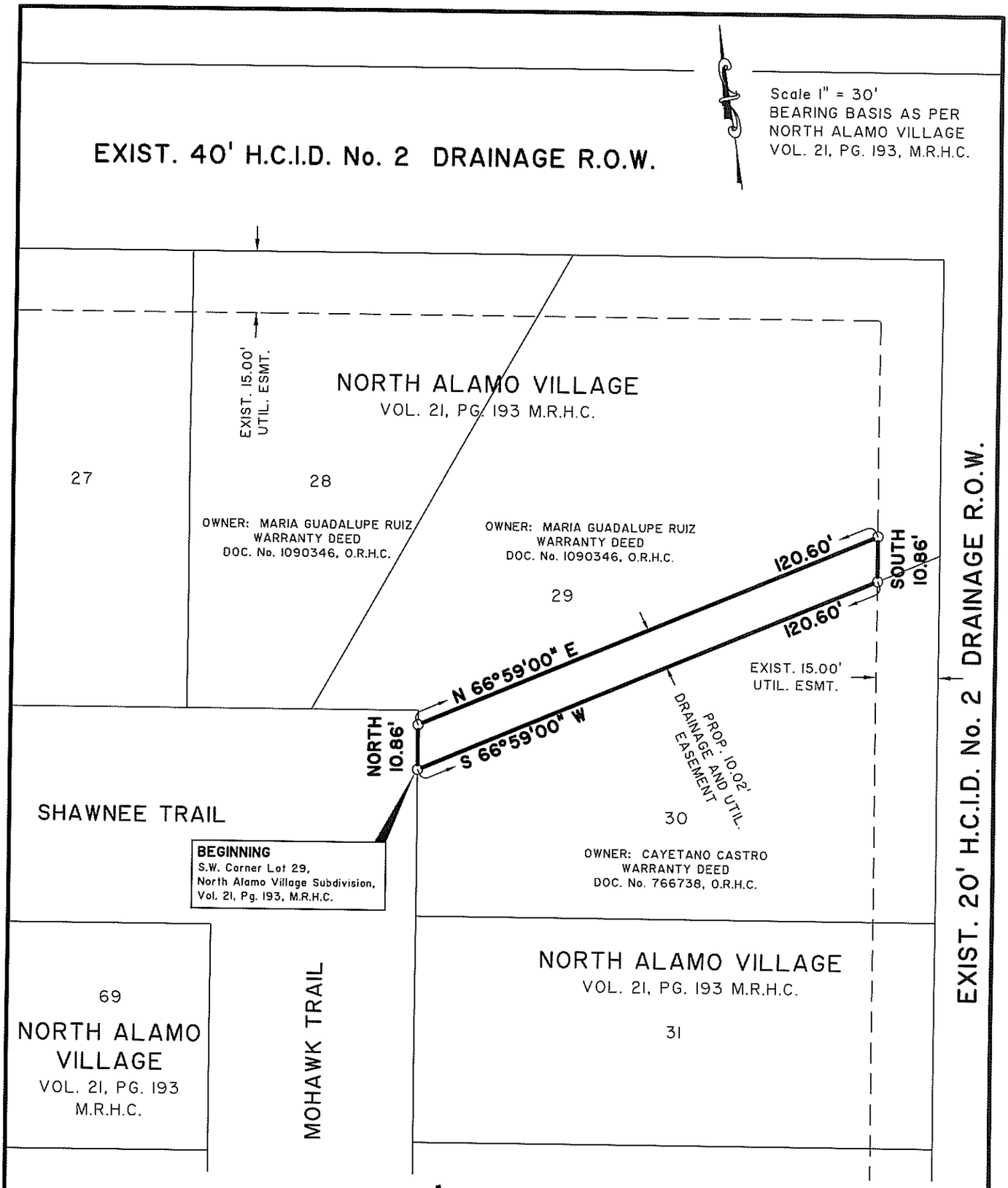


Exhibit A

MAP
OF
A 10.0 FOOT DRAINAGE & UTILITY EASEMENT
BEING A 0.028-ACRE TRACT OF LAND
OUT OF LOT 29,
NORTH ALAMO VILLAGE,
HIDALGO COUNTY, TEXAS.
VOLUME 21, PAGE 193, M.R.H.C.

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

EXIHIBIT A

DESCRIPTION
OF
A 10.0 FOOT DRAINAGE AND UTILITY EASEMENT
BEING A 0.028-ACRE TRACT OF LAND
OUT OF LOT 29,
NORTH ALAMO VILLAGE,
HIDALGO COUNTY, TEXAS.
VOLUME 21, PAGE 193, M.R.H.C.

Being a 0.028-acre tract of land out of lot 29, North Alamo Village, Hidalgo County, Texas, as recorded in Volume 21, Page 193, Map Records, Hidalgo County, Texas. Said 0.028-acre tract of land being more particularly described as follows;

BEGINNING at the Southwest corner of Lot 29, and of the tract herein described;

THENCE, North, along the West line of Lot 29, a distance of 10.86 feet to the North line of the Proposed 10.0 foot Drainage and Utility Easement, and the Northwest corner of the tract herein described;

THENCE, North 66 degrees 59 minutes 00 seconds East, along said Proposed Easement, a distance of 120.60 feet to the West line of an Existing 15.00 foot Utility Easement, and for the Northeast corner of said tract herein described;

THENCE, South, along the West line of said Existing Easement, a distance of 10.86 feet to the South line of Lot 29 and the South line of the Proposed 10.0 foot Drainage and Utility Easement, and for the Southeast corner of the tract herein described;

THENCE, South 66 degrees 59 minutes 00 seconds West, along the South line of Lot 29 and said Proposed Easement for a distance of 120.60 feet to the **BEGINNING** and containing 0.028-acres of land.

This Description <u>Does Not</u> Represent an actual Survey Conducted on the Ground.

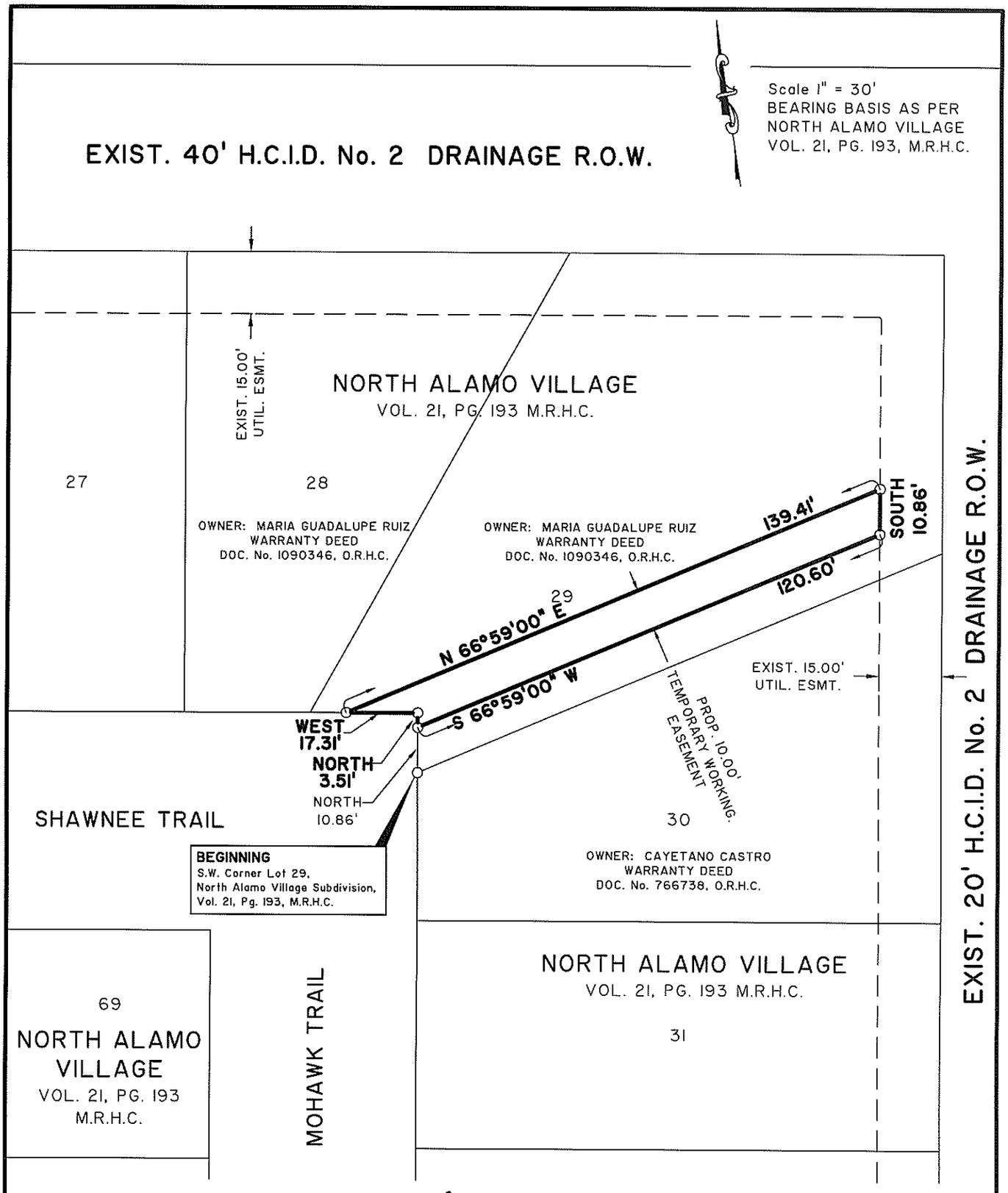


Exhibit B

MAP
OF
A 10.0 FOOT TEMPORARY WORKING EASEMENT
BEING A 0.029-ACRE TRACT OF LAND
OUT OF LOT 29,
NORTH ALAMO VILLAGE,
HIDALGO COUNTY, TEXAS.
VOLUME 21, PAGE 193, M.R.H.C.

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558

EXIHIBIT B

DESCRIPTION
OF
A 10.0 FOOT TEMPORARY WORKING EASEMENT
BEING A 0.029-ACRE TRACT OF LAND
OUT OF LOT 29,
NORTH ALAMO VILLAGE,
HIDALGO COUNTY, TEXAS.
VOLUME 21, PAGE 193, M.R.H.C.

Being a 0.029-acre tract of land out of lot 29, North Alamo Village, Hidalgo County, Texas, as recorded in Volume 21, Page 193, Map Records, Hidalgo County, Texas. Said 0:029-acre tract of land being more particularly described as follows;

BEGINNING at the Southwest corner of Lot 29, and of the tract herein described; **Thence**, North, along the West line of Lot 29, a distance of 10.86 feet to the Southwest corner and **BEGINNING** of the tract herein described;

THENCE, North, along the West line of Lot 29, a distance of 3.51 feet to an internal corner of said Lot 29 and of the tract herein described;

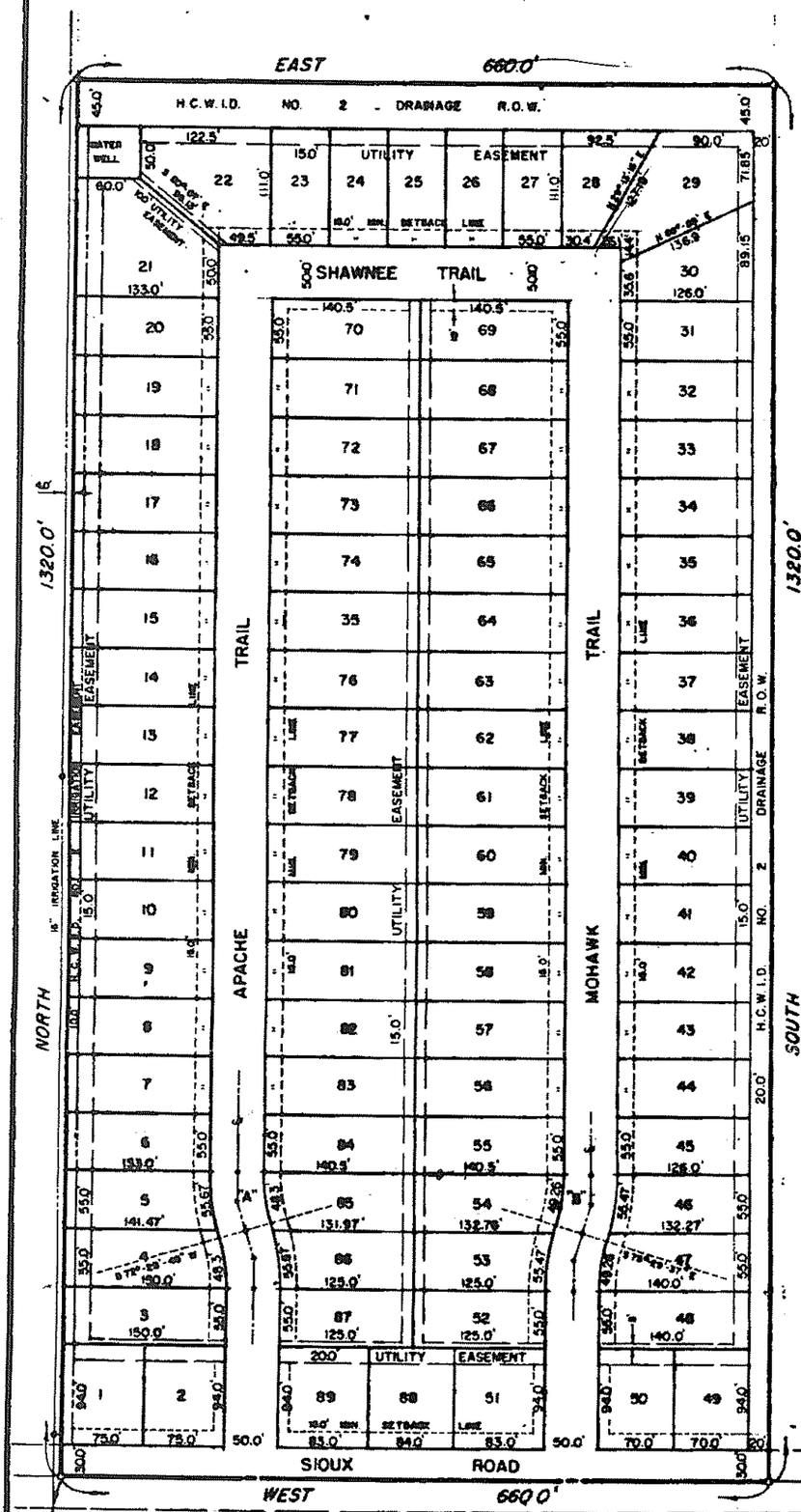
THENCE, West, along the South line of Lot 29, a distance of 17.31 feet to the North line of the Proposed Temporary Working Easement and the Northwest of the tract herein described;

THENCE, North 66 degrees 59 minutes 00 seconds East, along said Proposed Easement, a distance of 139.41 feet to the West line of an Existing 15.00 foot Utility Easement, and for the Northeast corner of said tract herein described;

THENCE, South, along the West line of said Existing Easement, a distance of 10.86 feet to the South line of the Proposed 10.0 foot Easement, and for the Southeast corner of the tract herein described;

THENCE, South 66 degrees 59 minutes 00 seconds West, along the South line of the Proposed Easement for a distance of 120.60 feet to the **BEGINNING** and containing 0.029-acres of land.

This Description <u>Does Not</u> Represent an actual Survey Conducted on the Ground.



S.W. COR.
LOT 15, BLK. 46

℄ CURVE DATA CURVE "A"
Δ = 17°-34'-14"
R = 182.19'
T = 28.16'
L = 55.87'

℄ CURVE DATA CURVE "B"
Δ = 14°-30'-23"
R = 219.57'
T = 27.95'
L = 55.59'

MAP OF

NORTH ALAMO VILLAGE

HIDALGO CO., TEXAS

BEING A RESUBDIVISION OF THE WEST 1/2 OF LOT 16, BLOCK 46
ALAMO LAND AND SUGAR COMPANY SUBDIVISION
HIDALGO COUNTY, TEXAS

1"=100'

FILED FOR RECORD THIS DATE
11:15 o'clock A.M.
JUL 23 1981
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By ____ Deputy

I, LARRY L. SMITH, 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.

STATE OF TEXAS
LARRY L. SMITH
1981
REGISTERED PUBLIC SURVEYING

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
SURVEYED: August 29, 1980
T18S-R15 JOB # 800302

STATE OF TEXAS I
COUNTY OF HIDALGO I

KNOW ALL MEN BY THESE PRESENTS:
THAT I, R.C. LOVELAND, , ACTING IN MY CAPACITY AS REPRESENTATIVE OF TWO SUMMERS, INC., OWNER OF THE LANDS HEREIN DESCRIBED, HAVING CAUSED SAME TO BE SUBDIVIDED DO HEREBY ACCEPT, ADOPT AND APPROVE THE ACCOMPANYING MAP OF SAID SUBDIVISION OF SAID LANDS AND DO HEREBY GRANT TO THE PUBLIC THE USE OF AND AN EASEMENT INTO THE STREETS AND ALLEYS SHOWN THEREON. THERE ARE RESERVED OVER, UNDER, AND ACROSS THE STREETS AND ALLEYS SHOWN THEREON, EASEMENTS FOR WATER, SEWER, TELEPHONE, TELEGRAPH, ELECTRIC LINES AND OTHER PUBLIC UTILITIES. SUCH EASEMENTS ARE RESERVED TO THE CITY OF ALAMO OR THOSE TO WHOM SAID CITY MAY HEREAFTER GRANT FRANCHISE.

TWO SUMMERS, INC.,
R.C. LOVELAND, PRESIDENT

STATE OF TEXAS I
COUNTY OF HIDALGO I

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED R.C. LOVELAND, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF July A.D. 1981

NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS
LESLIE YODER GUERRA
Notary Public, Hidalgo County, Texas
My Commission Expires the 5th Day of April 1984

Recorded in Book 21 Page 193
of the map records of Hidalgo
County, Texas
Charles L. Maldon
County Surveyor

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Dona Walker
Date 7-21-81

THIS PLAT APPROVED BY THE HIDALGO COUNTY ~~WATER IMPROVEMENT~~ IRRIGATION DISTRICT NO. 2 ON THIS THE 16th DAY OF July A.D., 1981.

ATTEST:
SECRETARY

PRESIDENT

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 21st day of July 1981
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By: Sherrill L. Snelgrove Deputy

AI-8507 **10.C.**

Dedication of Utility Easement
CC REGULAR

Date: 03/25/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Precinct No. 2:
Authorization for County Judge to execute dedication of Utility Easement to AEP- Utility Company for the South Tower Multi-Purpose Facility installation of utility poles.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Dedication of Utility Easement has No budgetary impact.

Attachments

Link: Exhibits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/20/2008 07:43 AM	APRV
2	Rey Salazar	Rey Salazar	03/20/2008 10:27 AM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/19/2008 03:00 PM	
Final Approval Date: 03/20/2008				

R. Gutierrez Engineering Corporation
190 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2559

EXHIBIT "A"

DESCRIPTION
OF
A UTILITY EASEMENT
BEING A 0.811-ACRE TRACT OF LAND
OUT OF LOT FIFTEEN (15), BLOCK TWENTY-NINE 29,
ALAMO LAND AND SUGAR Co. SUBDIVISION,
HIDALGO COUNTY, TEXAS.
VOLUME 1, PAGES 24-26, M.R.H.C.

A 0.811-acre tract of land out of Lot 15, Block 29, Alamo Land and Sugar Co. Subdivision, Hidalgo County, Texas, as recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas. Said 0.811-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southeast corner of Lot 15, **THENCE**, North 08 degrees 43 minutes 00 seconds East, along the East line of Lot 15, a distance of 660.00 feet, **THENCE**, North 81 degrees 17 minutes 00 seconds West, parallel to the South line of Lot 15, a distance of 30.00 feet, to a point on the West Right of Way line of Tower Road, for the Northeast corner and **POINT OF BEGINNING** of the tract herein described;

THENCE, South 08 degrees 43 minutes 00 seconds West, with the West Right of Way line of Tower Road, a distance of 5.00 feet to a point, for an exterior corner of the tract herein described;

THENCE, North 81 degrees 17 minutes 00 seconds West, parallel to the South line of Lot 15, a distance of 1285.00 feet to a point, for an interior corner of the tract herein described;

THENCE, South 08 degrees 43 minutes 00 seconds West, parallel to the West line of Lot 15, a distance of 320.00 feet to a point, for an interior corner of the tract herein described;

THENCE, South 81 degrees 17 minutes 00 seconds East, parallel to the South line of Lot 15, a distance of 410.00 feet to a point, for an interior corner of the tract herein described;

THENCE, North 08 degrees 43 minutes 00 seconds East, parallel to the West line of Lot 15, a distance of 57.00 feet to a point, for an interior corner of the tract herein described;

THENCE, North 81 degrees 17 minutes 00 seconds West, parallel to the South line of Lot 15, a distance of 52.43 feet to a point, for an exterior corner of the tract herein described;

THENCE, North 08 degrees 43 minutes 00 seconds East, parallel to the West line of Lot 15, a distance of 10.00 feet to a point, for an exterior corner of the tract herein described;

THENCE, South 81 degrees 17 minutes 00 seconds East, parallel to the South line of Lot 15, a distance of 52.43 feet to a point, for an interior corner of the tract herein described;

THENCE, North 08 degrees 43 minutes 00 seconds East, parallel to the West line of Lot 15, a distance of 168.65 feet to a point, for an interior corner of the tract herein described;

THENCE, North 81 degrees 17 minutes 00 seconds West, parallel to the South line of Lot 15, a distance of 13.21 feet to a point, for an exterior corner of the tract herein described;

THENCE, North 08 degrees 43 minutes 00 seconds East, parallel to the West line of Lot 15, a distance of 10.00 feet to a point, for an exterior corner of the tract herein described;

THENCE, South 81 degrees 17 minutes 00 seconds East, parallel to the South line of Lot 15, a distance of 23.21 feet to a point, for an interior corner of the tract herein described;

THENCE, South 08 degrees 43 minutes 00 seconds West, parallel to the West line of Lot 15, a distance of 178.65 feet to a point, for an interior corner of the tract herein described;

THENCE, South 81 degrees 17 minutes 00 seconds East, parallel to the South line of Lot 15, a distance of 387.91 feet to a point, for an interior corner of the tract herein described;

THENCE, North 53 degrees 43 minutes 00 seconds East, a distance of 91.08 feet to a point, for an exterior corner of the tract herein described;

THENCE, North 64 degrees 58 minutes 00 seconds East, a distance of 57.99 feet to a point, for an exterior corner of the tract herein described;

THENCE, North 76 degrees 13 minutes 00 seconds East, a distance of 76.99 feet to a point, for an exterior corner of the tract herein described;

THENCE, North 87 degrees 28 minutes 00 seconds East, a distance of 38.99 feet to a point, for an exterior corner of the tract herein described;

THENCE, South 81 degrees 17 minutes 00 seconds East, parallel to the South line of Lot 15, a distance of 255.11 feet to a point on the West Right of Way line of Tower Road, for an exterior corner of the tract herein described;

THENCE, South 08 degrees 43 minutes 00 seconds West, parallel with said Right of Way line, a distance of 10.00 feet to a point, for an exterior corner of the tract herein described;

THENCE, North 81 degrees 17 minutes 00 seconds West, parallel to the South line of Lot 15, a distance of 254.13 feet to a point, for an interior corner of the tract herein described;

THENCE, South 87 degrees 28 minutes 00 seconds West, a distance of 37.02 feet to a point, for an interior corner of the tract herein described;

THENCE, South 76 degrees 13 minutes 00 seconds West, a distance of 75.02 feet to a point, for an interior corner of the tract herein described;

THENCE, South 64 degrees 58 minutes 00 seconds West, a distance of 56.02 feet to a point, for an interior corner of the tract herein described;

THENCE, South 53 degrees 43 minutes 00 seconds West, a distance of 94.23 feet to a point, for an interior corner of the tract herein described;

THENCE, North 81 degrees 17 minutes 00 seconds West, parallel to the South line of Lot 15, a distance of 392.06 feet to a point, for an interior corner of the tract herein described;

THENCE, South 08 degrees 43 minutes 00 seconds West, parallel to the West line of Lot 15, a distance of 47.00 feet to a point, for an interior corner of the tract herein described;

THENCE, South 81 degrees 17 minutes 00 seconds East, parallel to the South line of Lot 15, a distance of 865.00 feet to a point on the West Right of Way line of Tower Road, for an exterior corner of the tract herein described;

THENCE, South 08 degrees 43 minutes 00 seconds West, with said Right of Way line, a distance of 15.00 feet to a point, for the Southeast corner of the tract herein described;

THENCE, North 81 degrees 17 minutes 00 seconds West, parallel to the South line of Lot 15, a distance of 1290.00 feet to a point on the West line of Lot 15, for the Southwest corner of the tract herein described;

THENCE, North 08 degrees 43 minutes 00 seconds East, with the West line of Lot 15, a distance of 330.00 feet to a point, for the Northwest corner of the tract herein described;

THENCE, South 81 degrees 17 minutes 00 seconds East, parallel to the South line of Lot 15, a distance of 1290.00 feet to the **BEGINNING** and containing 0.811-acre of land more or less.

This description does not represent an actual survey conducted on the ground.

AI-8440 **10.D.**

Acceptance of Roadway Affidavits
CC REGULAR

Date: 03/25/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Authorization for consideration action and/or approval to accept Jackson Avenue and Juarez Avenue as per affidavits by property owners to be included in the County Wide Roadway System. (PCT 3)

BACKGROUND

Roadways have been verified with 911 System.

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

No budgetary impact.
Acceptance of roadway affidavits requires no funding.

Attachments

Link: Affidavits
Link: Affidavits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/19/2008 06:54 AM	APRV
2	Rey Salazar	Rey Salazar	03/19/2008 03:06 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/17/2008 09:14 AM	
Final Approval Date: 03/20/2008				


NOTARY PUBLIC
STATE OF TEXAS
Notary Public, State of
My Commission

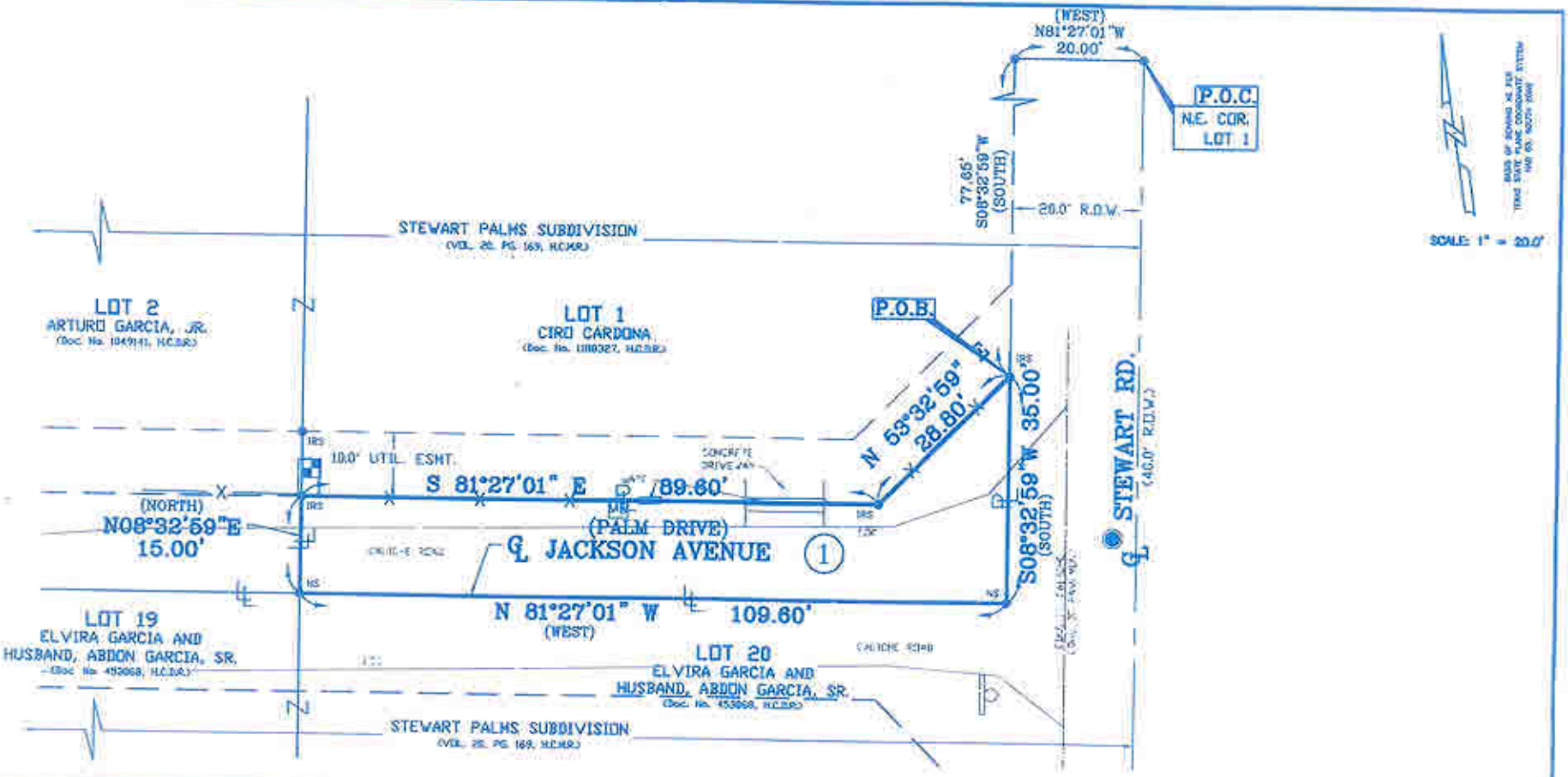


Eileen &
Martin
Gazelka
222-9687
984-9973

LAND SURVEYORS

...S SURVEYED
...28, 2007.

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR



PARCEL No. 1

OWNER: CIRO CARDONA

(Doc. No. 1188327, H.C.D.R.)

0.04 ACRES

OUT OF

LOT 1

STEWART PALMS SUBDIVISION

(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

MB	= MAIL BOX
MH	= MANHOLE
WM	= WATER METER
-X-	= CHAIN LINK FENCE
℄	= LOT LINE
E	= PROPERTY LINE
Z	= COMMON OWNER
NS	= NAIL SET
IRF	= IRON ROD FOUND
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVG LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS
⊙	= SIGN

PROJECT INFORMATION

SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

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CVG LAND SURVEYORS
LLC
517 BEAUMONT AVE.
MCALLEN, TEXAS 78503
PH. (956) 616-1351
FAX (956) 616-1547
www.cvgls.com

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

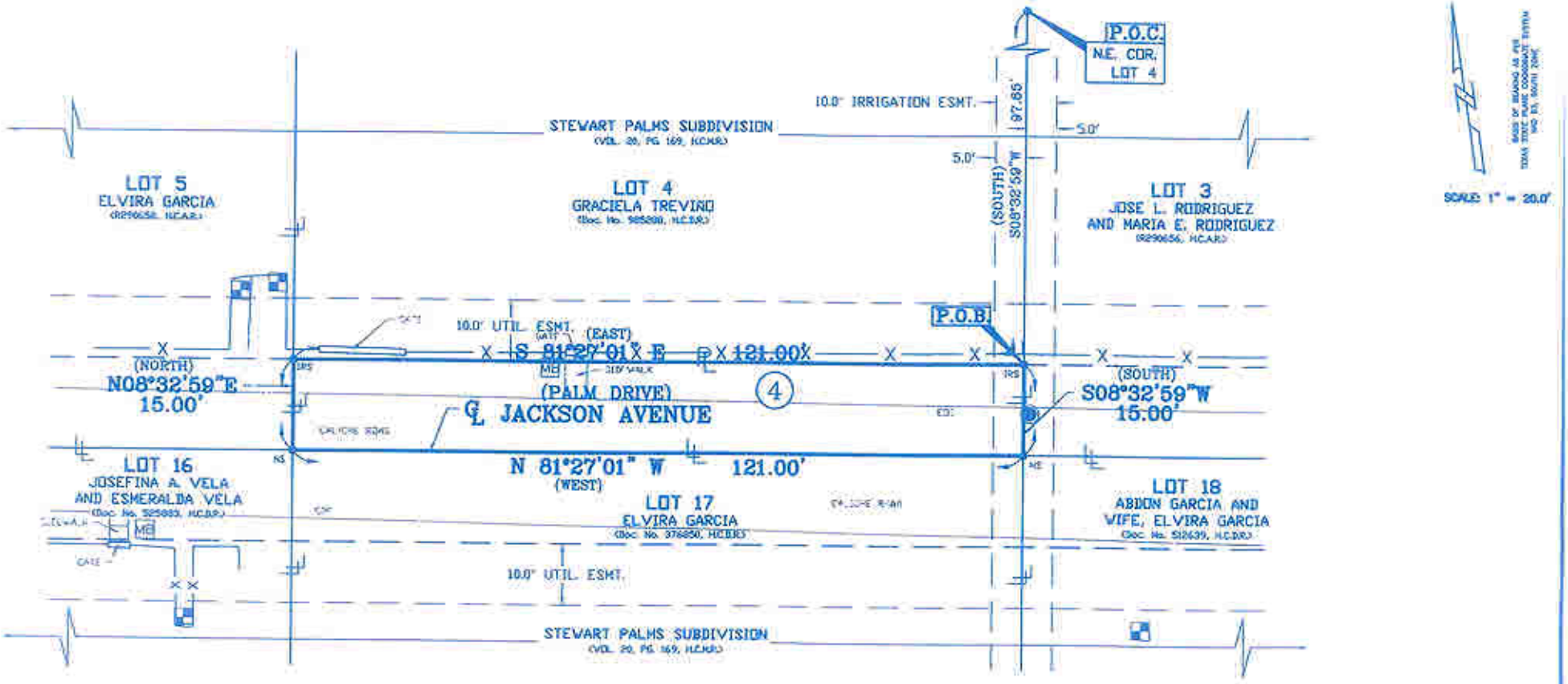
I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4508
STATE OF TEXAS

4508 REGISTERED PROFESSIONAL LAND SURVEYOR

LAND SURVEYORS





PARCEL No. 4

OWNER: GRACIELA TREVIÑO

(Doc. No. 985288, H.C.D.R.)

0.04 ACRES

OUT OF

LOT 4

STEWART PALMS SUBDIVISION

(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

MB = MAIL BOX	● = MANHOLE
WM = WATER METER	
-X- = CHAIN LINK FENCE	
℄ = LOT LINE	
℄ = PROPERTY LINE	
NS = NAIL SET	
IRF = IRON ROD FOUND	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.A.R. = HIDALGO COUNTY APPRAISAL RECORDS	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

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CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
MCALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

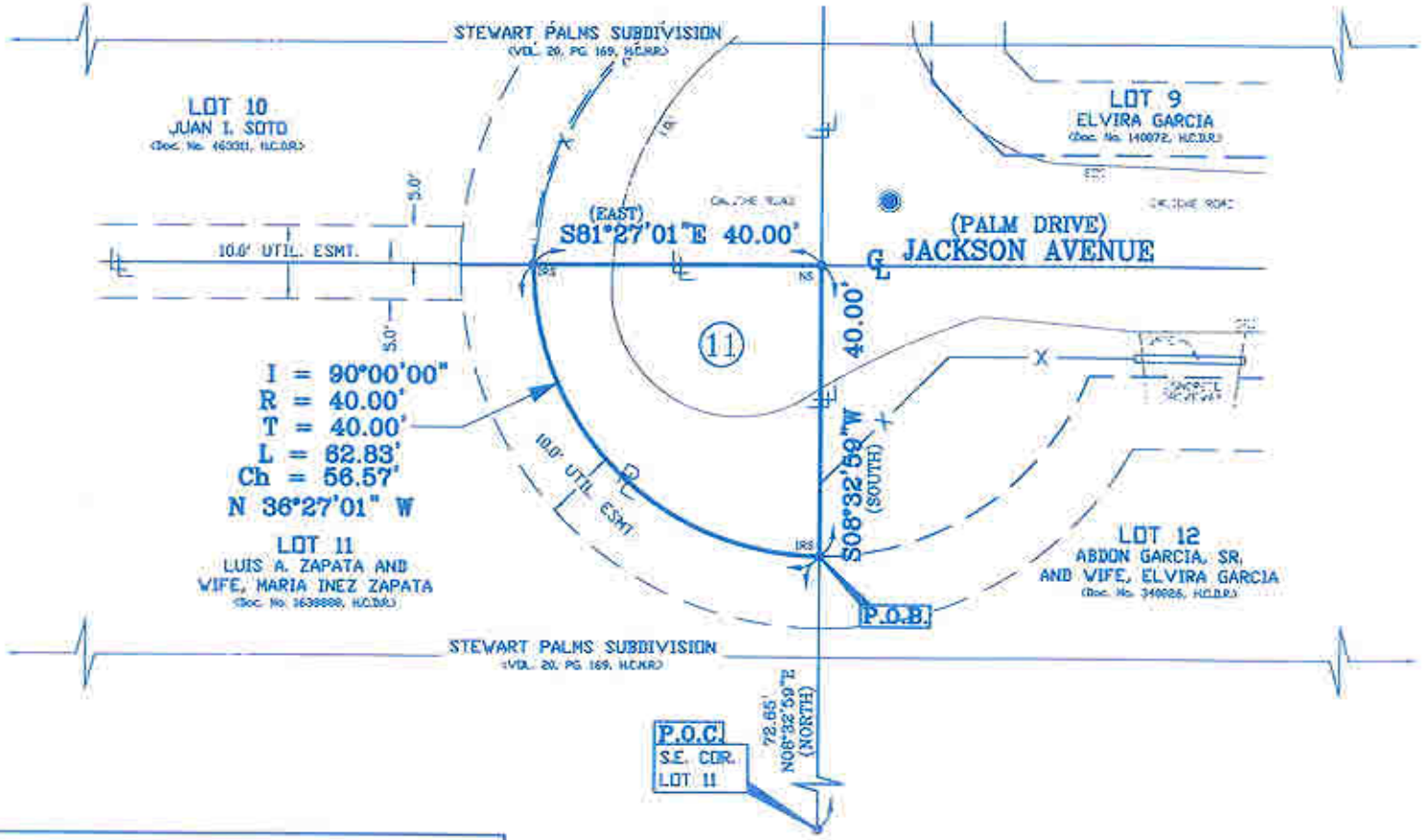
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat is a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 11

OWNER: LUIS A. ZAPATA AND WIFE, MARIA INEZ ZAPATA

(Doc. No. 1638888, H.C.D.R.)

0.03 ACRES

OUT OF

LOT 11

STEWART PALMS SUBDIVISION

(VOL. 20, PG. 169, H.C.M.R.)

LEGEND	
●	= MANHOLE
L	= LOT LINE
E	= PROPERTY LINE
NS	= NAIL SET
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION	
SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

CVQ Land Surveyors LLC
517 BEAUMONT AVE.
MCALLEN, TEXAS 78501
Ph. (956) 618-1561
FAX (956) 618-1547
www.cvqlls.com

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4508
STATE OF TEXAS

27/6/73

20

1987

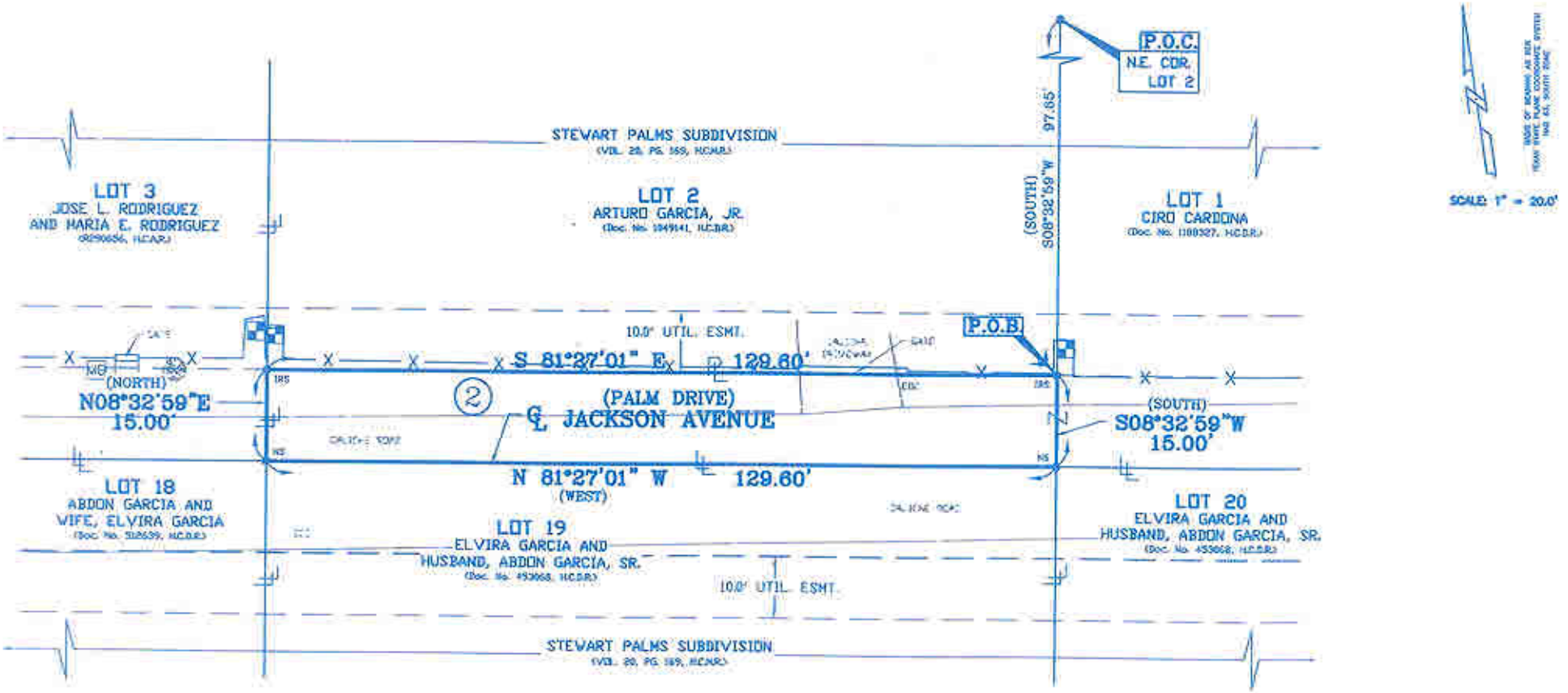
17th October

Notary
My Commission

Elodia Garcia

LAND SURVEYORS





PARCEL No. 2

OWNER: ARTURO GARCIA, JR.
(Doc No. 1049141, H.C.D.R.)

0.05 ACRES
OUT OF
LOT 2
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 159, H.C.M.R.)

LEGEND

MB = MAIL BOX	@ = TREE
WM = WATER METER	
-X- = CHAIN LINK FENCE	
℄ = LOT LINE	
℄ = PROPERTY LINE	
Z = COMMON OWNER	
MS = NAIL SET	
IRF = IRON ROD FOUND	
IPS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVG LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.A.R. = HIDALGO COUNTY APPRAISAL RECORDS	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

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617 BENBROOK AVE.
MCALLEN, TEXAS 78501
PH. (956) 618-1561
FAX (956) 618-1543
www.cvgls.com

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

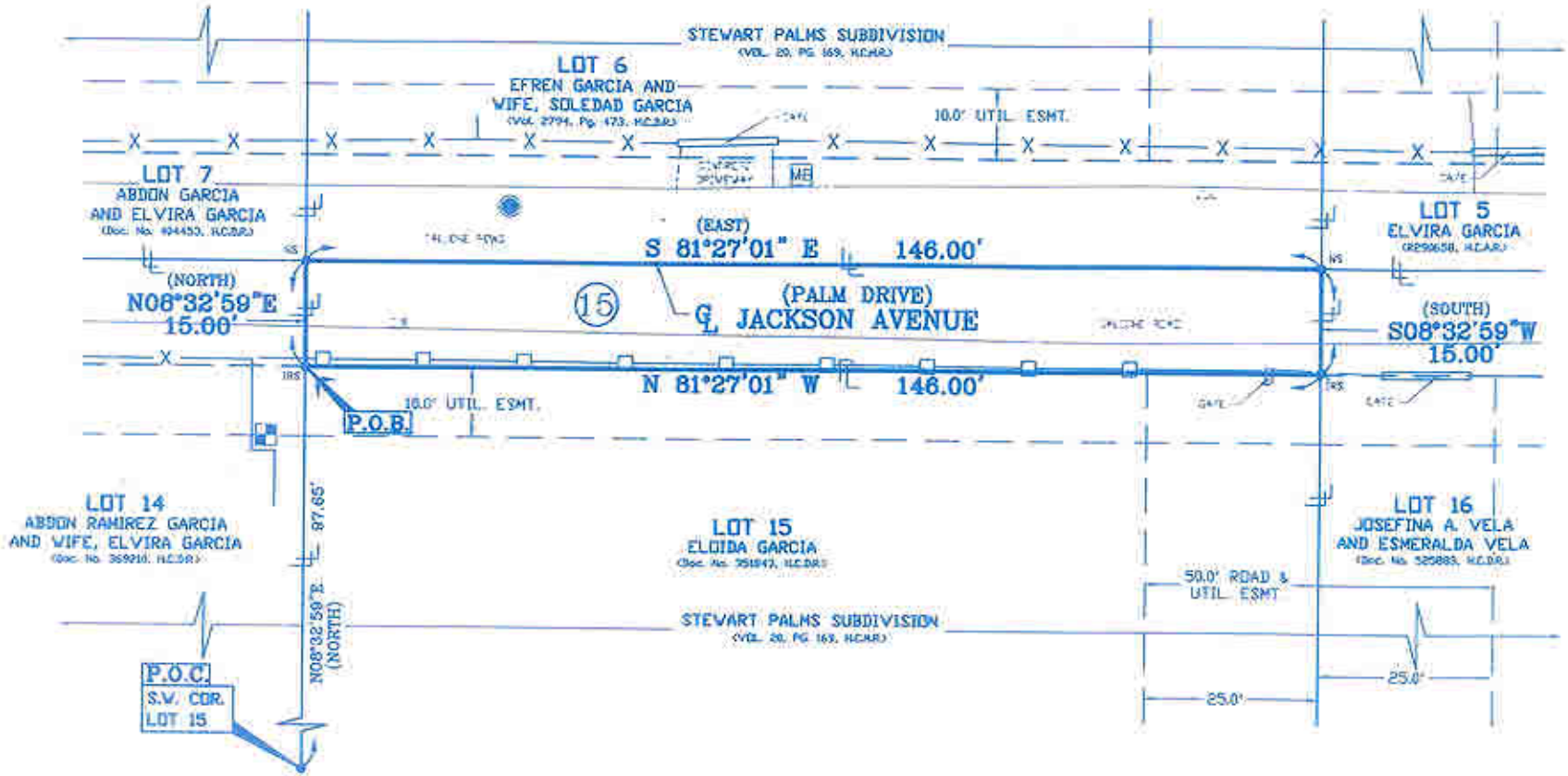
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4808
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 15

OWNER: ELODIA GARCIA

(Doc. No. 351843, H.C.D.R.)

0.05 ACRES

out of

LOT 15

STEWART PALMS SUBDIVISION

(VOL. 20, PG. 169, H.C.M.R.)

LEGEND	
MB	= MAIL BOX
WM	= WATER METER
MH	= MANHOLE
WF	= WIRE FENCE
CLF	= CHAIN LINK FENCE
LL	= LOT LINE
PL	= PROPERTY LINE
MS	= MAG SET
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.A.R.	= HIDALGO COUNTY APPRAISAL RECORDS
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION	
SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

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Ph. (956) 618-1551
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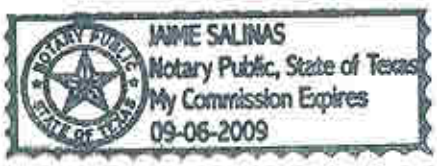
JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
[illegible]

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above surveying plat to be a true and correct representation of the land as surveyed on September 25, 2007, on the ground under my direction.

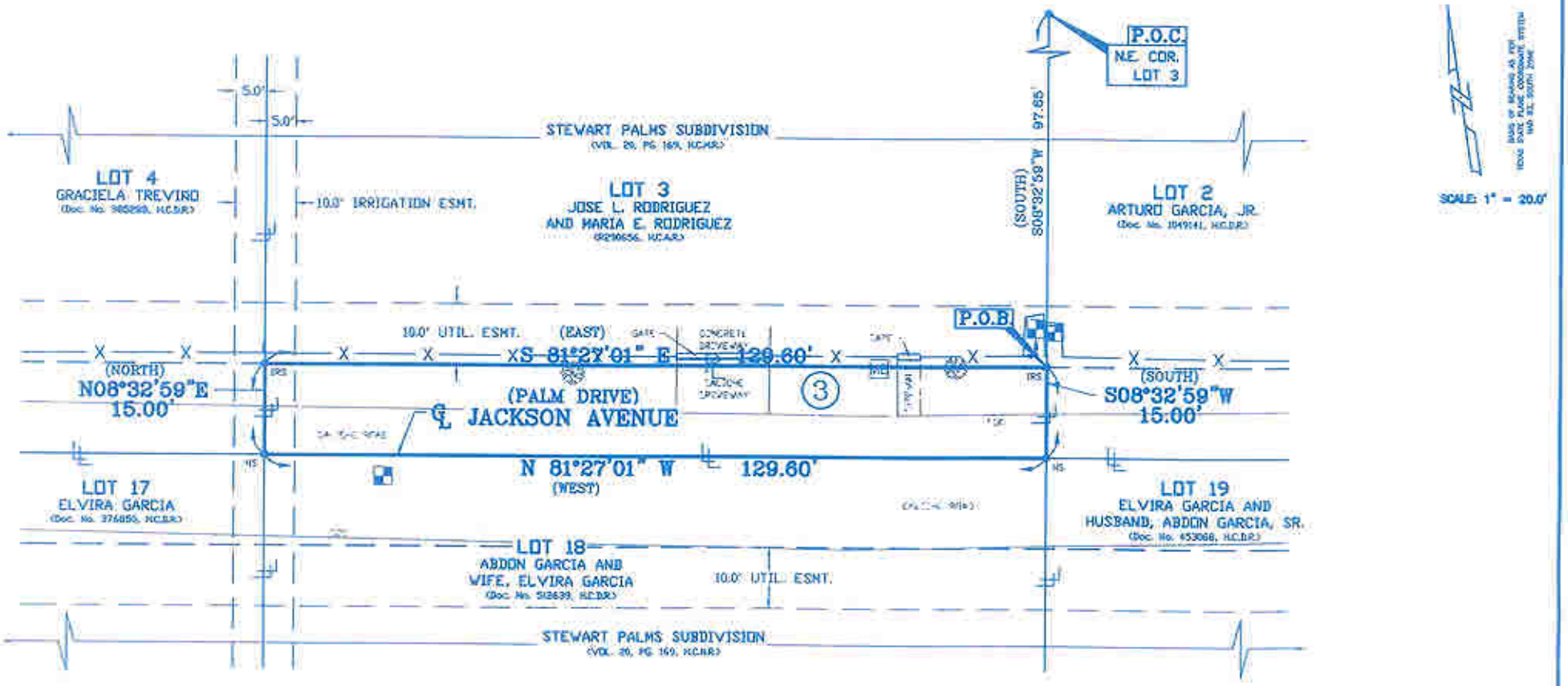
Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

Maria Rodriguez



LAND SURVEYORS





PARCEL No. 3

OWNER: JOSE L. RODRIGUEZ
AND MARIA E RODRIGUEZ
(R290656, H.C.A.R.)

0.05 ACRES
OUT OF
LOT 3
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

MB	= MAIL BOX
WM	= WATER METER
-X-	= CHAIN LINK FENCE
L	= LOT LINE
P	= PROPERTY LINE
NS	= NAIL SET
IRF	= IRON ROD FOUND
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.A.R.	= HIDALGO COUNTY APPRAISAL RECORDS
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS
⊗	= TREE

PROJECT INFORMATION

SURVEYED DATE:	09/28/07
JOB NO.:	070839
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

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PH. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

* E 6 01/28/1947

20

20

* Elvira Salas

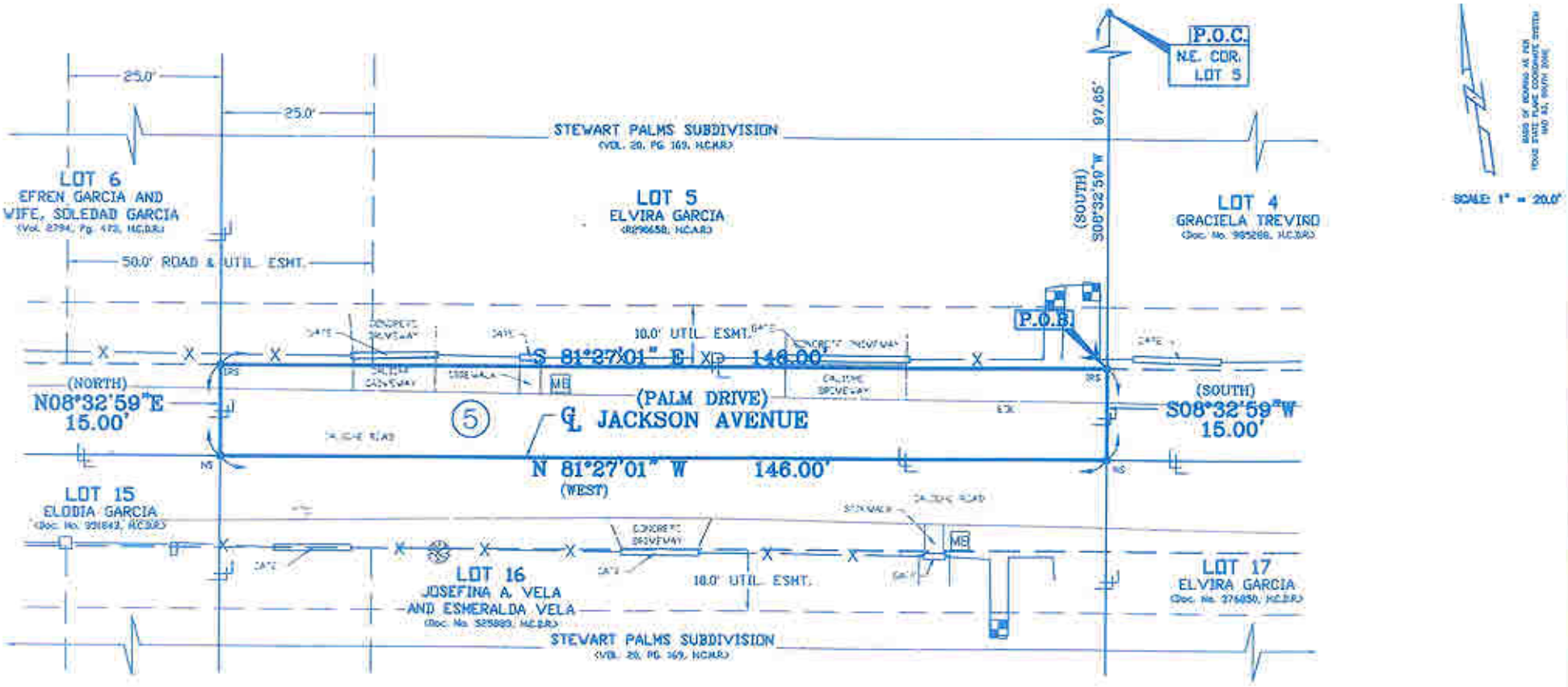
17th March

Elvira Garcia

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS





PARCEL No. 5

OWNER: ELVIRA GARCIA

(R290658, H.C.A.R.)

0.05 ACRES

OUT OF

LOT 5

STEWART PALMS SUBDIVISION

(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

MB = MAIL BOX	TR = TREE
WF = WIRE FENCE	WM = WATER METER
CLF = CHAIN LINK FENCE	
LL = LOT LINE	
PL = PROPERTY LINE	
NS = NAIL SET	
IRF = IRON ROD FOUND	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.A.R. = HIDALGO COUNTY APPRAISAL RECORDS	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION	
SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
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McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

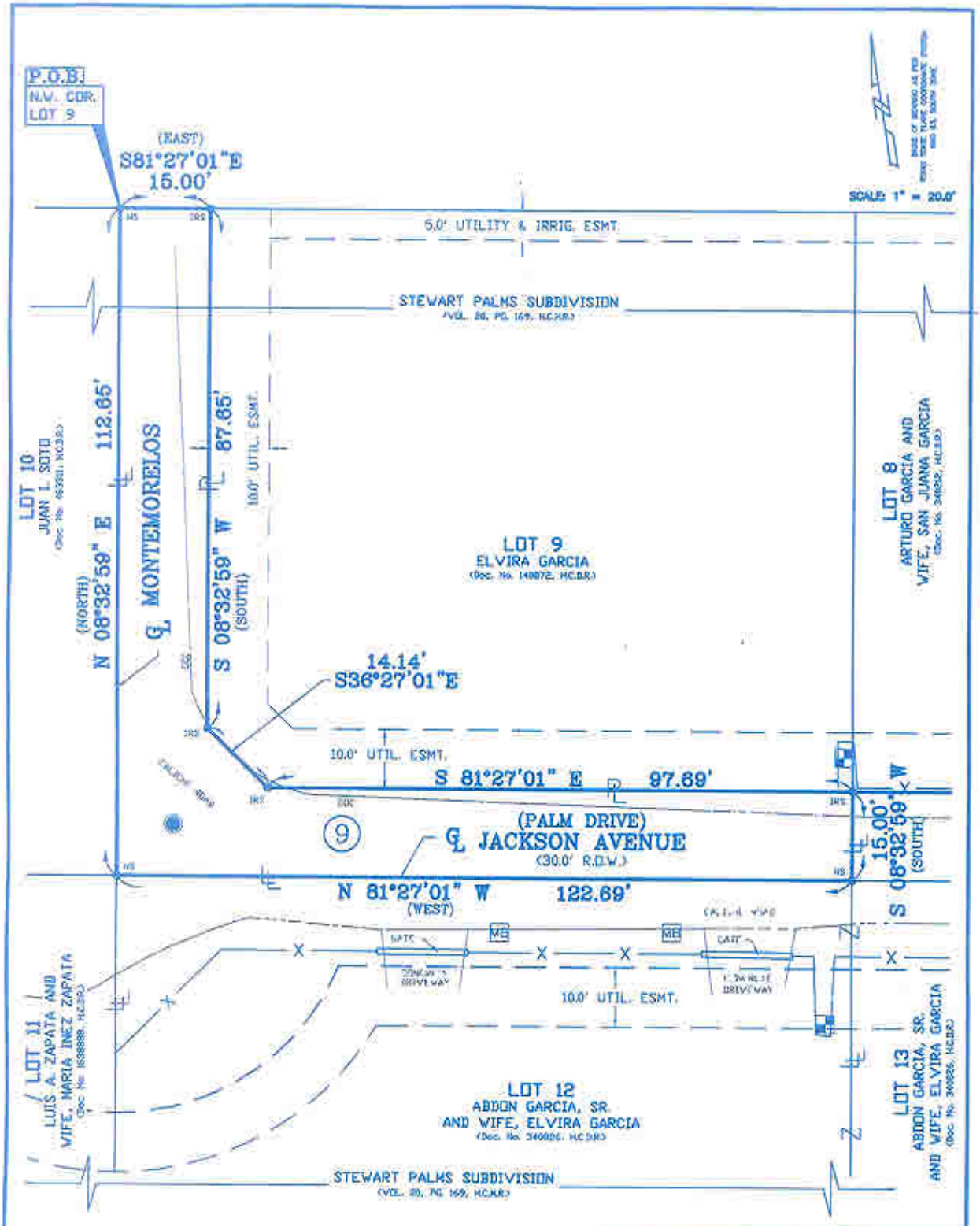
4608 REGISTERED LAND SURVEYOR

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

LAND SURVEYORS

WAS SURVEYED





PARCEL No. 9

OWNER: ELVIRA GARCIA

(Doc. No. 140872, H.C.D.R.)

0.08 ACRES

OUT OF

LOT 9

STEWART PALMS SUBDIVISION

(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

- MB = MAIL BOX
- MH = MANHOLE
- WM = WATER METER
- —X— = CHAIN LINK FENCE
- L = LOT LINE
- P = PROPERTY LINE
- Z = COMMON OWNER
- NS = NAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

CVQ LAND SURVEYORS LLC
317 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547

SURVEYED DATE:	09/28/07
JOB No.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C. V.
REVISIONS:	12/13/07
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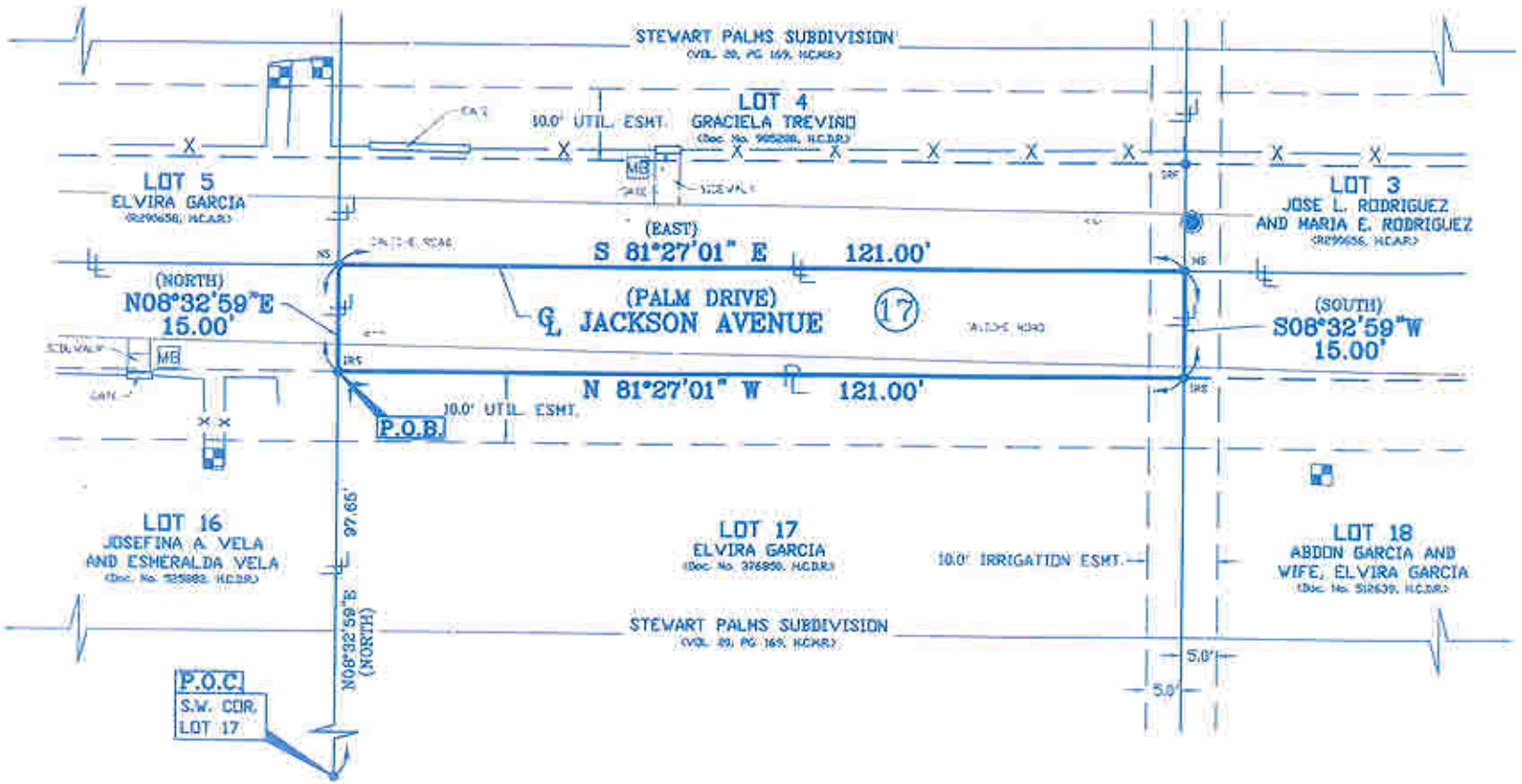
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on June 4, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4638
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 17

OWNER: ELVIRA GARCIA

(Doc No. 376850, H.C.D.R.)

0.04 ACRES

OUT OF

LOT 17

STEWART PALMS SUBDIVISION

(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

MB = MAIL BOX	● = MANHOLE
WM = WATER METER	
-X- = CHAIN LINK FENCE	
℄ = LOT LINE	
℄ = PROPERTY LINE	
NS = NAIL SET	
IRF = IRON ROD FOUND	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"	
EOC = EDGE OF CALICHE	
P.O.B = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.A.R. = HIDALGO COUNTY APPRAISAL RECORDS	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

LAND SURVEYORS LLC
512 BEAUMONT AVE.
MCALLEN, TEXAS 78501
PH. (956) 618-1557
FAX (956) 618-1547
www.cvqls.com

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

d 22-12-47

20

1987

d abdon daza

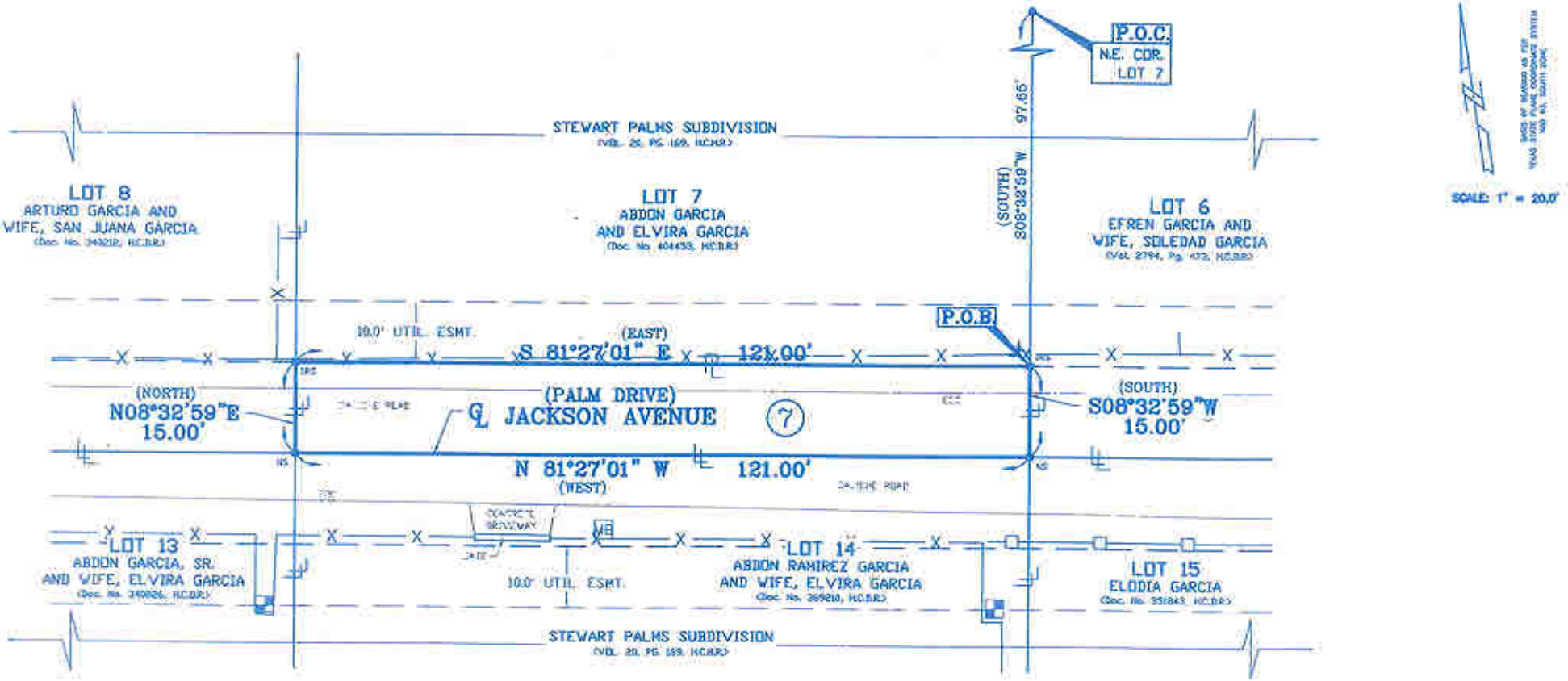
17th octobeu.

Abron Garcia

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS





PARCEL No. 7

OWNER: ABDON GARCIA
AND ELVIRA GARCIA
(Doc. No. 404453, H.C.D.R.)

0.04 ACRES
OUT OF
LOT 7
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 159, H.C.M.R.)

LEGEND	
MB	= MAIL BOX
MH	= MANHOLE
WM	= WATER METER
-O-	= WIRE FENCE
-X-	= CHAIN LINK FENCE
℄	= LOT LINE
℄	= PROPERTY LINE
NS	= NAIL SET
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVD LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION	
SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
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FAX: (956) 618-1543
www.cvdls.com

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

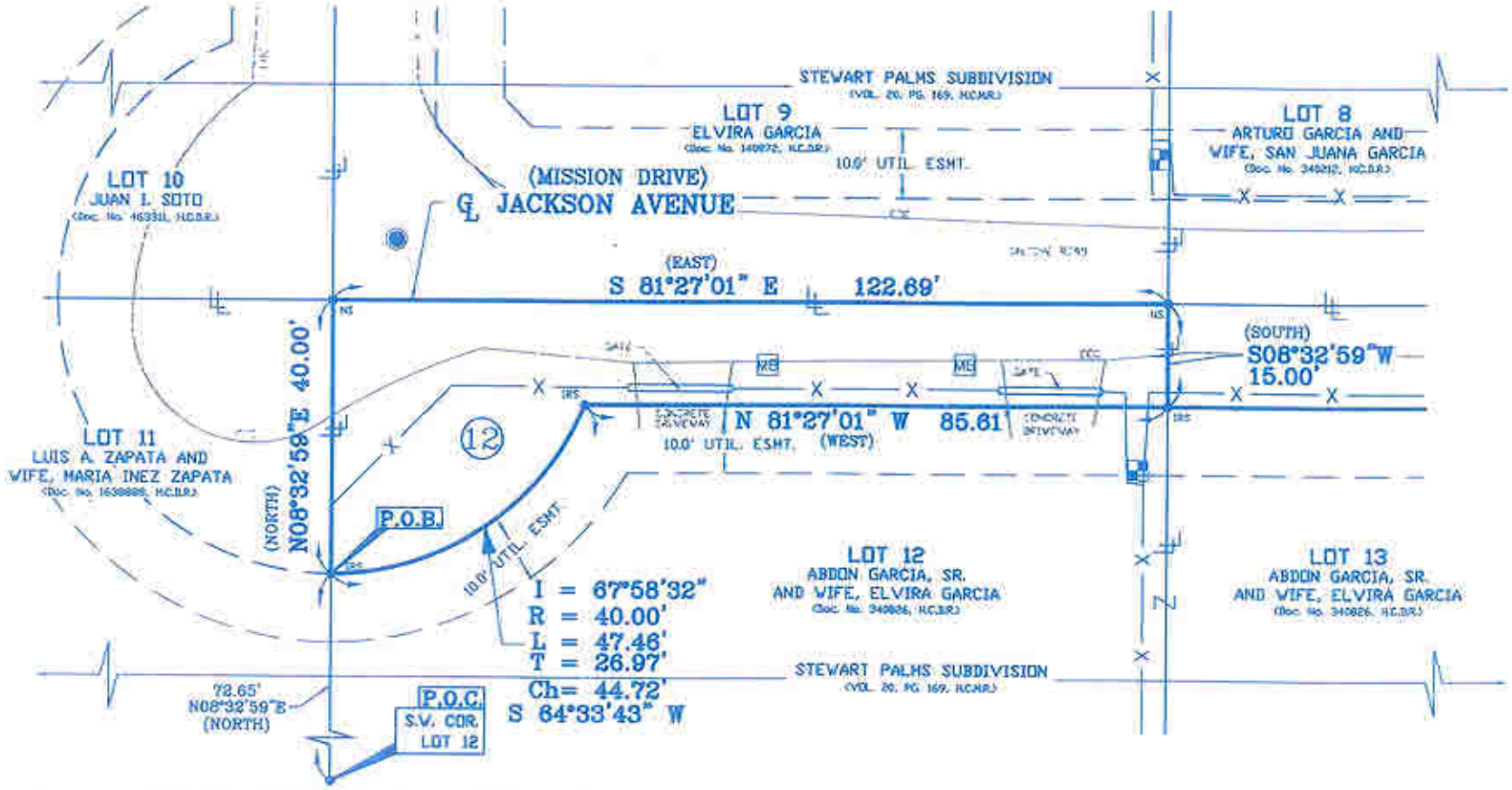
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above (ongoing plat to be) a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4568
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 12

OWNER: ABDON GARCIA, SR.
AND WIFE, ELVIRA GARCIA
(Doc No. 340826, H.C.D.R.)

0.06 ACRES
OUT OF
LOT 12
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

MB	= MAIL BOX
MH	= MANHOLE
WM	= WATER METER
-X-	= CHAIN LINK FENCE
	= LOT LINE
P	= PROPERTY LINE
Z	= COMMON OWNER
NS	= NAIL SET
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

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JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
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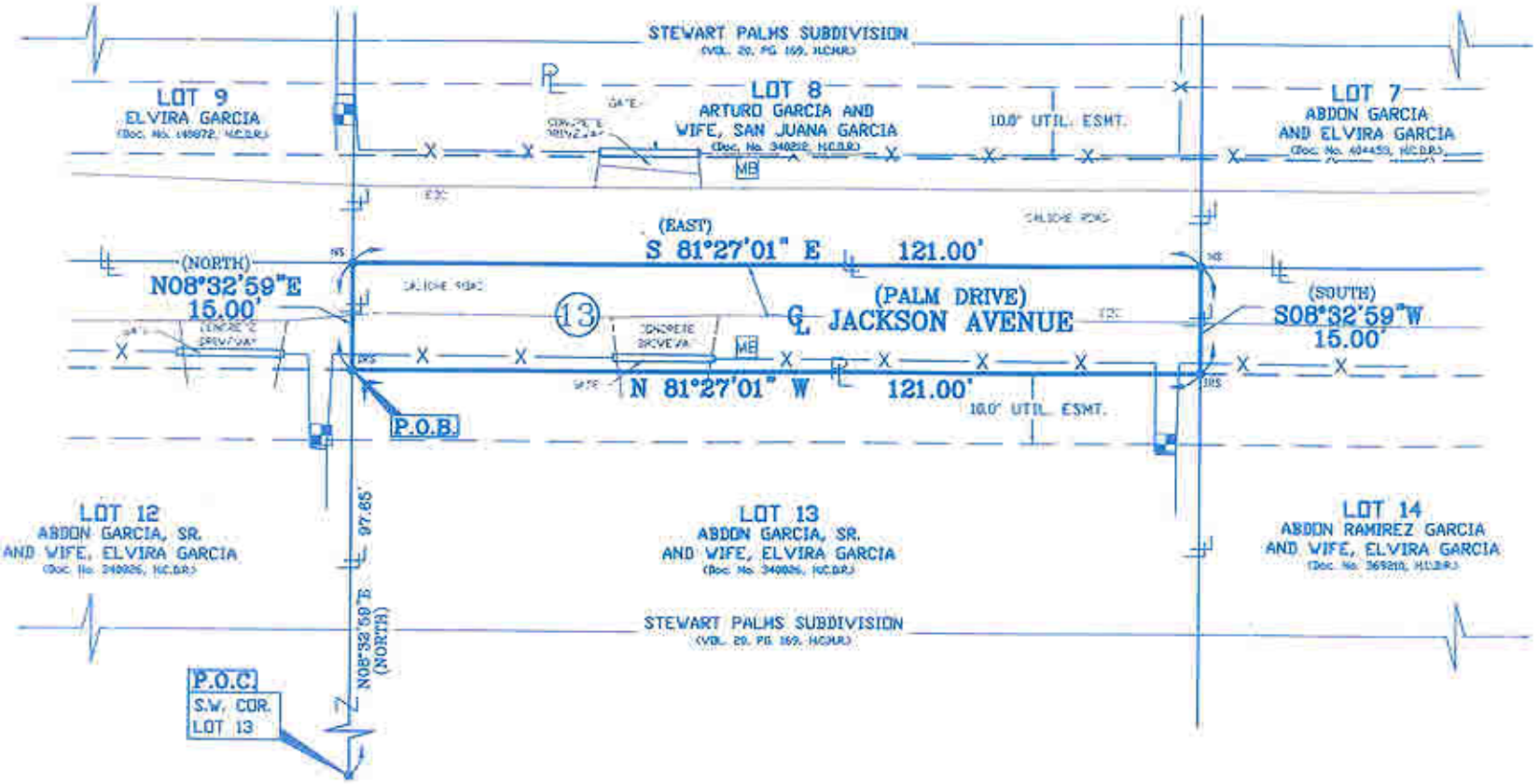
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 26th, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4606
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 13

OWNER: ABDON GARCIA, SR
AND WIFE, ELVIRA GARCIA
(Doc No. 340826 H.C.D.R.)

0.04 ACRES
OUT OF
LOT 13
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

MB	= MAIL BOX
WM	= WATER METER
-X-	= CHAIN LINK FENCE
℄	= LOT LINE
€	= PROPERTY LINE
?	= COMMON OWNER
NS	= NAIL SET
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION

SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:12/13/07	
BOUNDARY	

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PH. (956) 618-1551
FAX (956) 618-1543
www.cvols.com

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
[illegible]

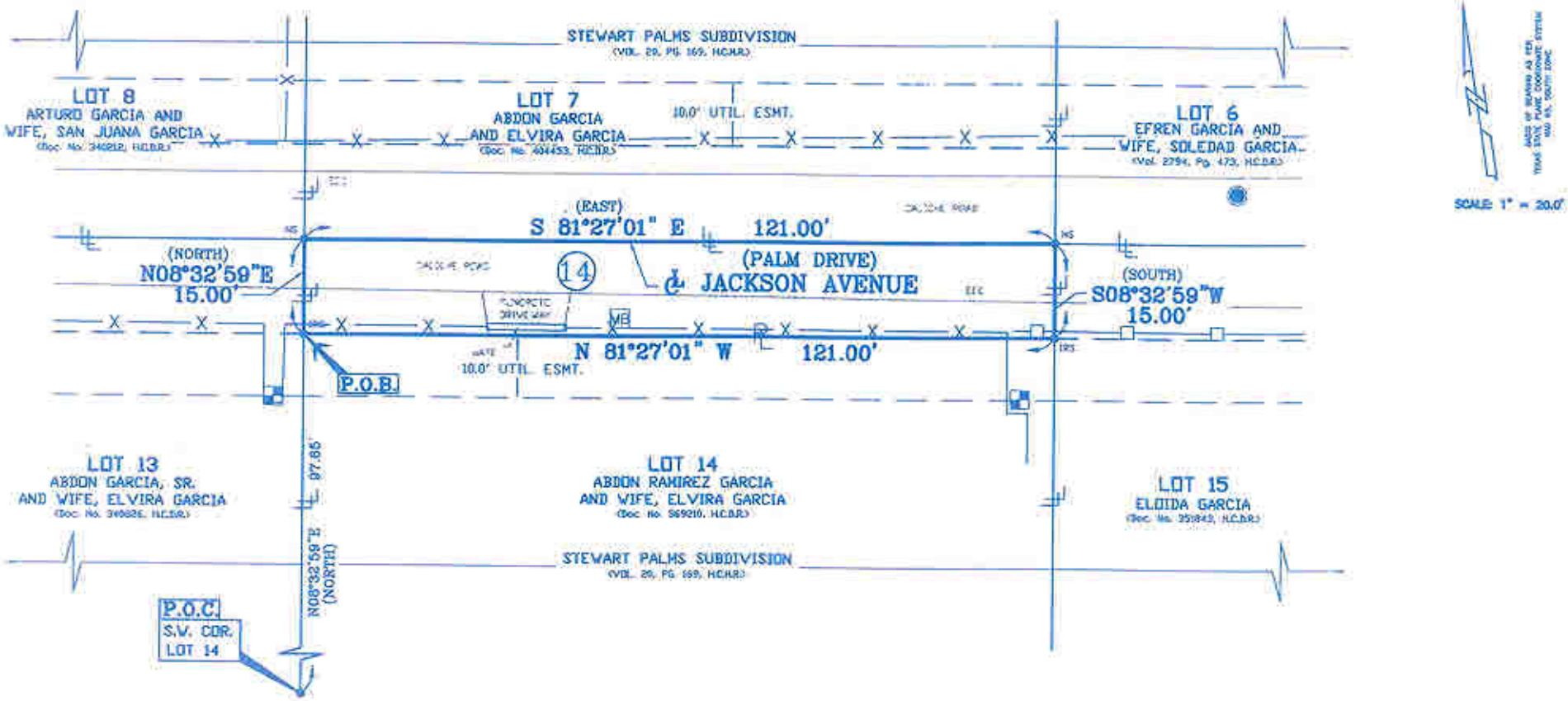
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 14

OWNER: ABDON RAMIREZ GARCIA
AND WIFE, ELVIRA GARCIA
(Doc. No. 369210, H.C.D.R.)

0.04 ACRES
OUT OF
LOT 14
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

- MB = MAIL BOX
- MH = MANHOLE
- WM = WATER METER
- WF = WIRE FENCE
- CLF = CHAIN LINK FENCE
- L = LOT LINE
- P = PROPERTY LINE
- NS = NAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
- EOC = EDGE OF CALICHE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

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MCALLEN, TEXAS 78501
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FAX (956) 618-1543
www.cvols.com

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

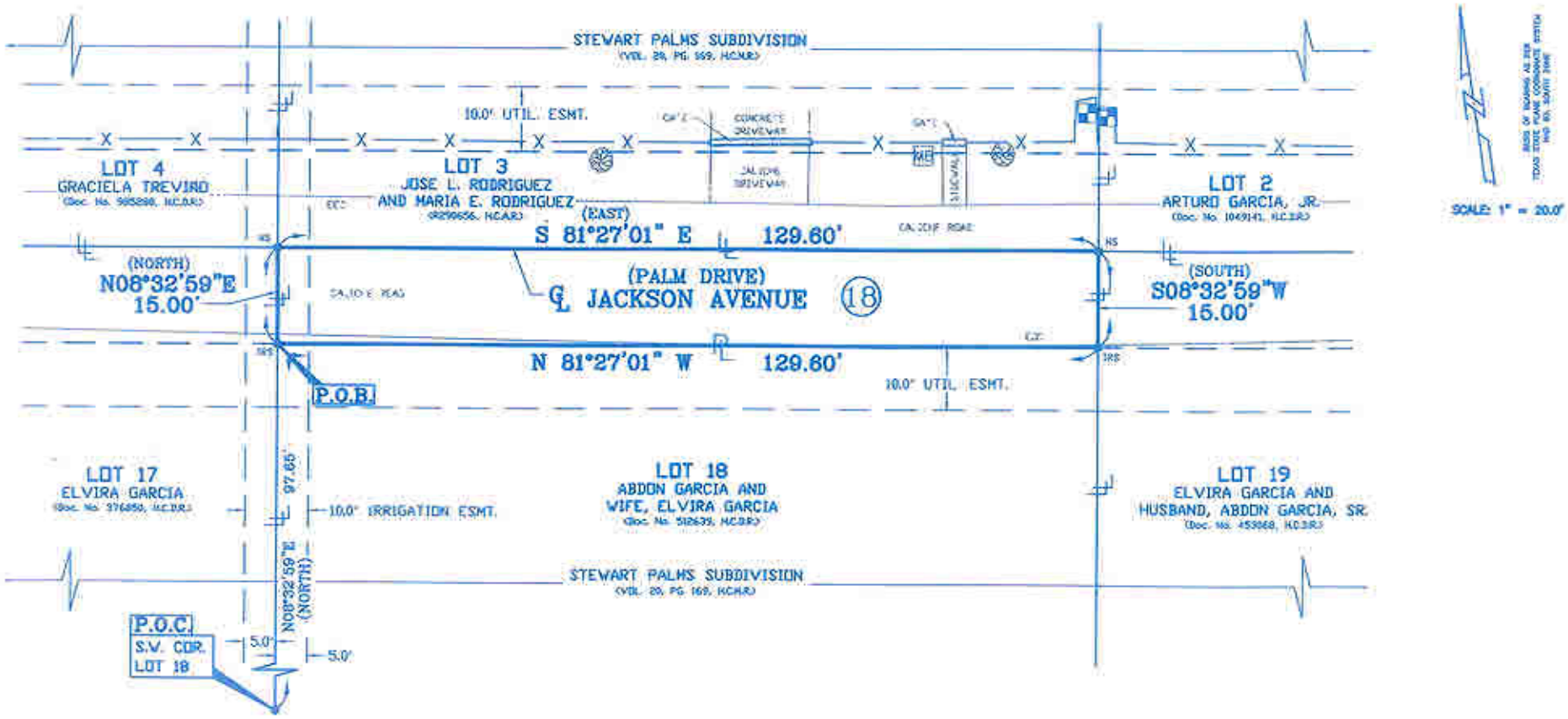
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 18

OWNER: ABDON GARCIA AND
WIFE, ELVIRA GARCIA
(Doc. No. 512639, H.C.D.R.)

0.05 ACRES
OUT OF
LOT 3
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 169, H.C.M.R.)

LEGEND	
MB	= MAIL BOX
WM	= WATER METER
-X-	= CHAIN LINK FENCE
℄	= LOT LINE
℄	= PROPERTY LINE
NS	= NAIL SET
IRF	= IRON ROD FOUND
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVG LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.A.R.	= HIDALGO COUNTY APPRAISAL RECORDS
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS
⊗	= TREE

PROJECT INFORMATION	
SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

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JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

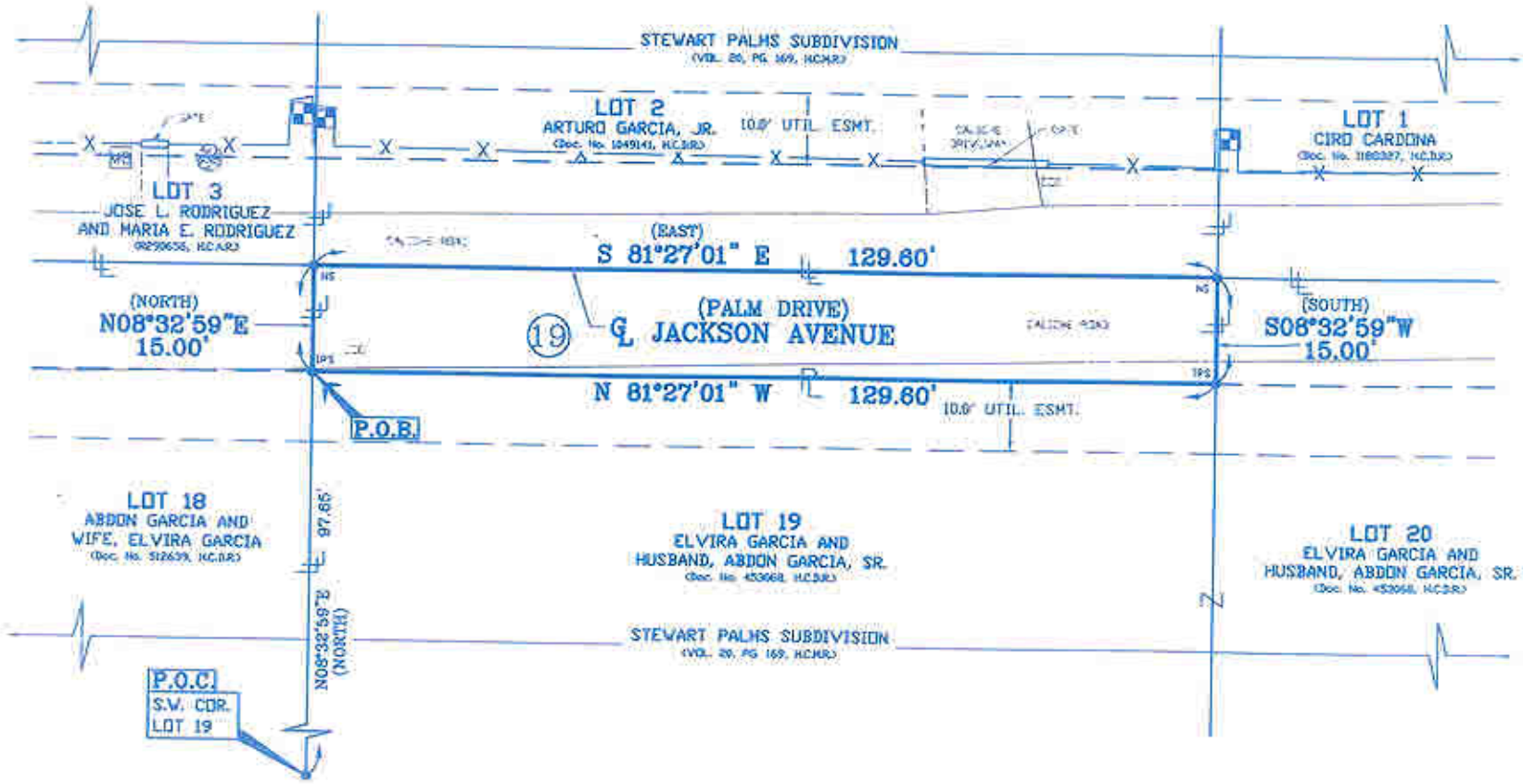
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4508
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 19

OWNER: ELVIRA GARCIA AND
HUSBAND, ABDON GARCIA, SR.
(Doc. No. 453068, H.C.D.R.)

0.05 ACRES
OUT OF
LOT 3
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

- MB = MAIL BOX
- WM = WATER METER
- X = CHAIN LINK FENCE
- L = LOT LINE
- P = PROPERTY LINE
- Z = COMMON OWNER
- MS = NAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- EOC = EDGE OF CALICHE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.A.R. = HIDALGO COUNTY APRAISAL RECORDS
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- ⊗ = TREE

PROJECT INFORMATION

SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDARY	

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FAX (956) 618-1343
www.cvqls.com

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

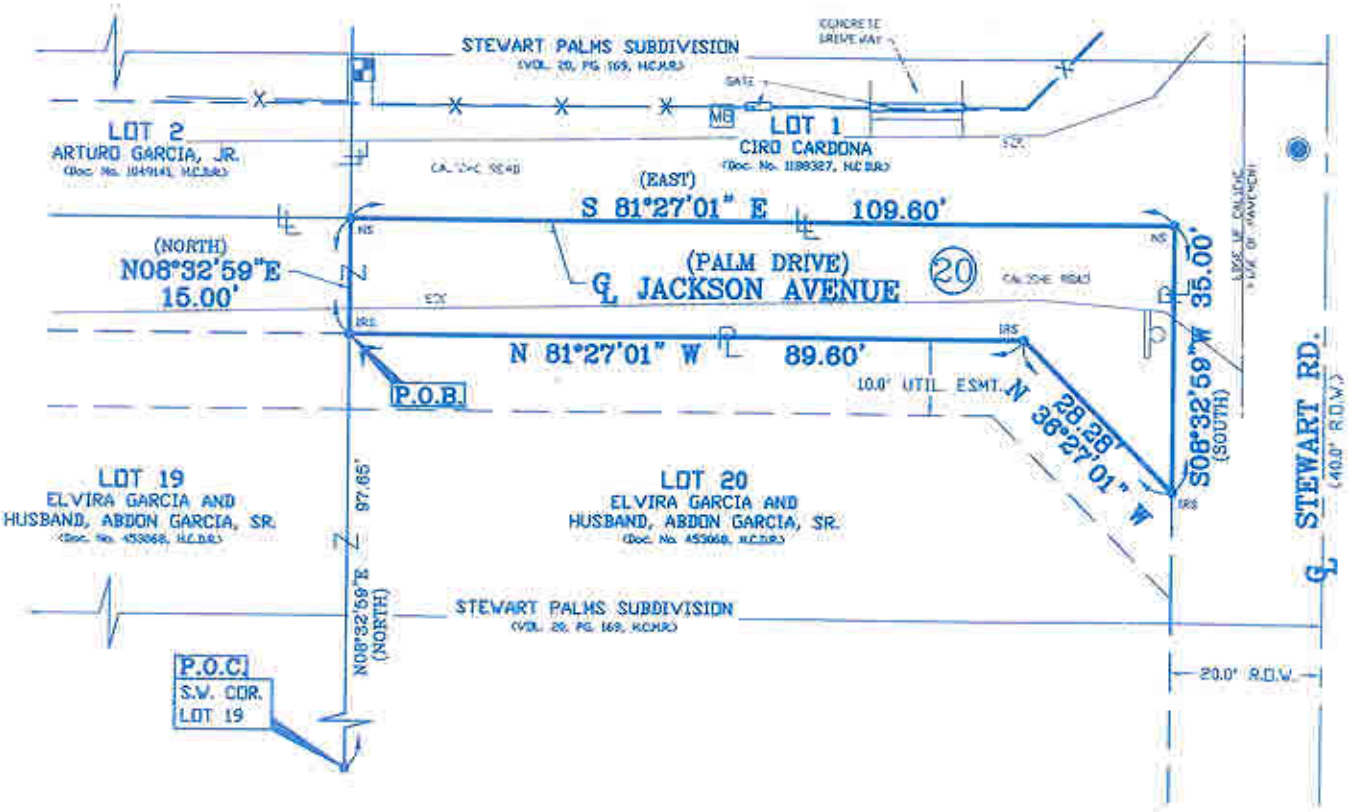
Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

LAND SURVEYORS

SURVEYED

R 28.





PARCEL No. 20

OWNER: ELVIRA GARCIA AND HUSBAND, ABDON GARCIA, SR.

(Doc. No. #53068, H.C.D.R.)

0.04 ACRES

OUT OF

LOT 3

STEWART PALMS SUBDIVISION

(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

MB	= MAIL BOX
MH	= MANHOLE
WM	= WATER METER
-X-	= CHAIN LINK FENCE
L	= LOT LINE
P	= PROPERTY LINE
2	= COMMON OWNER
NS	= NAIL SET
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS
⊕	= SIGN

PROJECT INFORMATION

SURVEYED DATE:	09/28/07
JOB NO.:	070530
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
BOUNDRY	

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FAX (956) 618-1547
www.cvqls.com

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

a 3/12/56

13

1994

Juan L. Soto

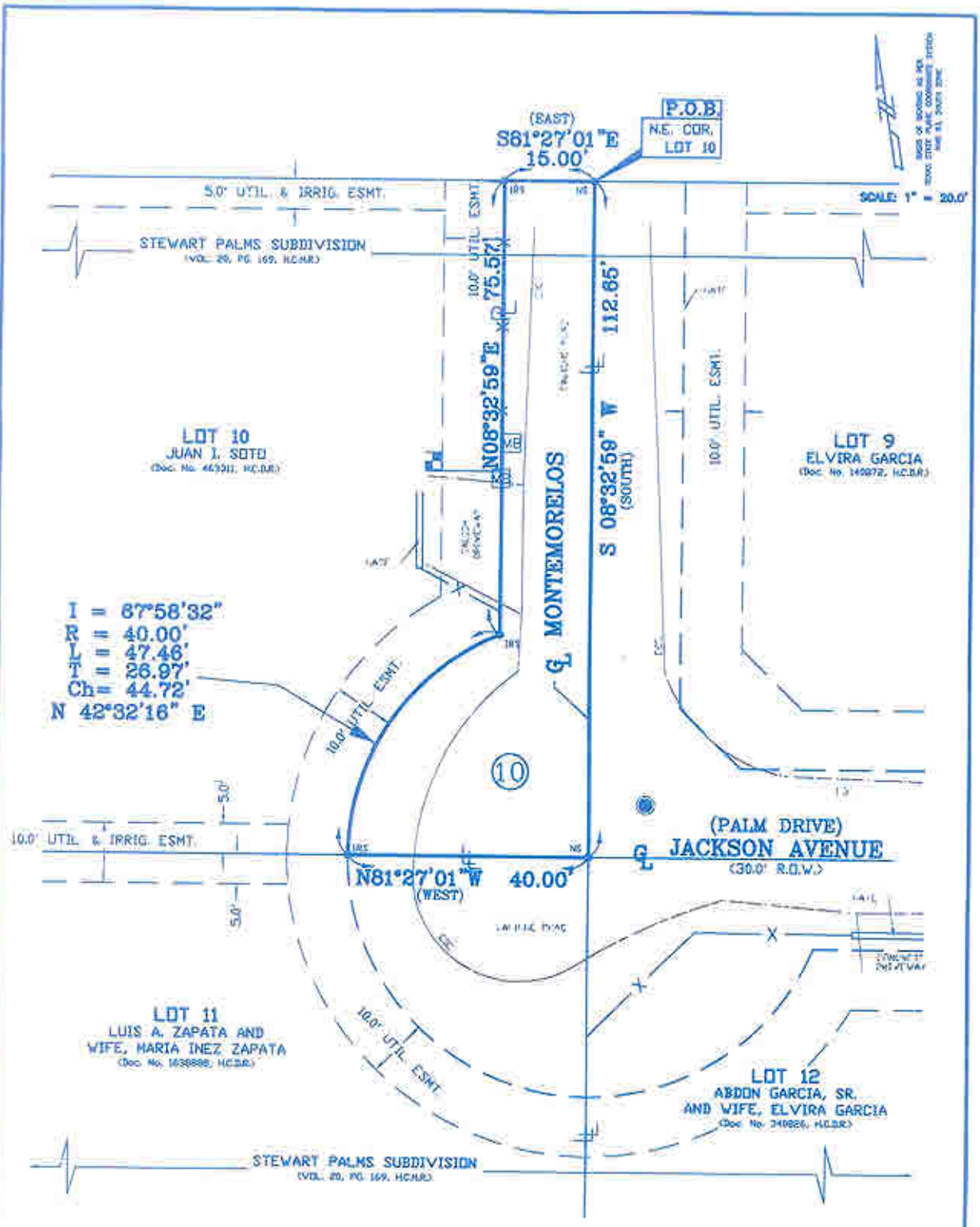
23 OCT.

Juan L. Soto



LAND SURVEYORS





PARCEL No. 10

OWNER: JUAN I. SOTO

(Doc. No. 463311, H.C.D.R.)

0.05 ACRES

OUT OF

LOT 10

STEWART PALMS SUBDIVISION

(VOL. 20, PG. 169, H.C.M.R.)

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

LEGEND

- MB = MAIL BOX
- MH = MANHOLE
- WM = WATER METER
- —X— = CHAIN LINK FENCE
- L = LOT LINE
- P = PROPERTY LINE
- NS = NAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

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FAX (956) 618-1547
www.cvols.com

SURVEYED DATE:	09/28/07
JOB No.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C. V.
REVISIONS:	12/13/07
BOUNDARY	

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat is a true and correct representation of the land as surveyed on June 4, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4606
STATE OF TEXAS

X 01-28-70

16

16

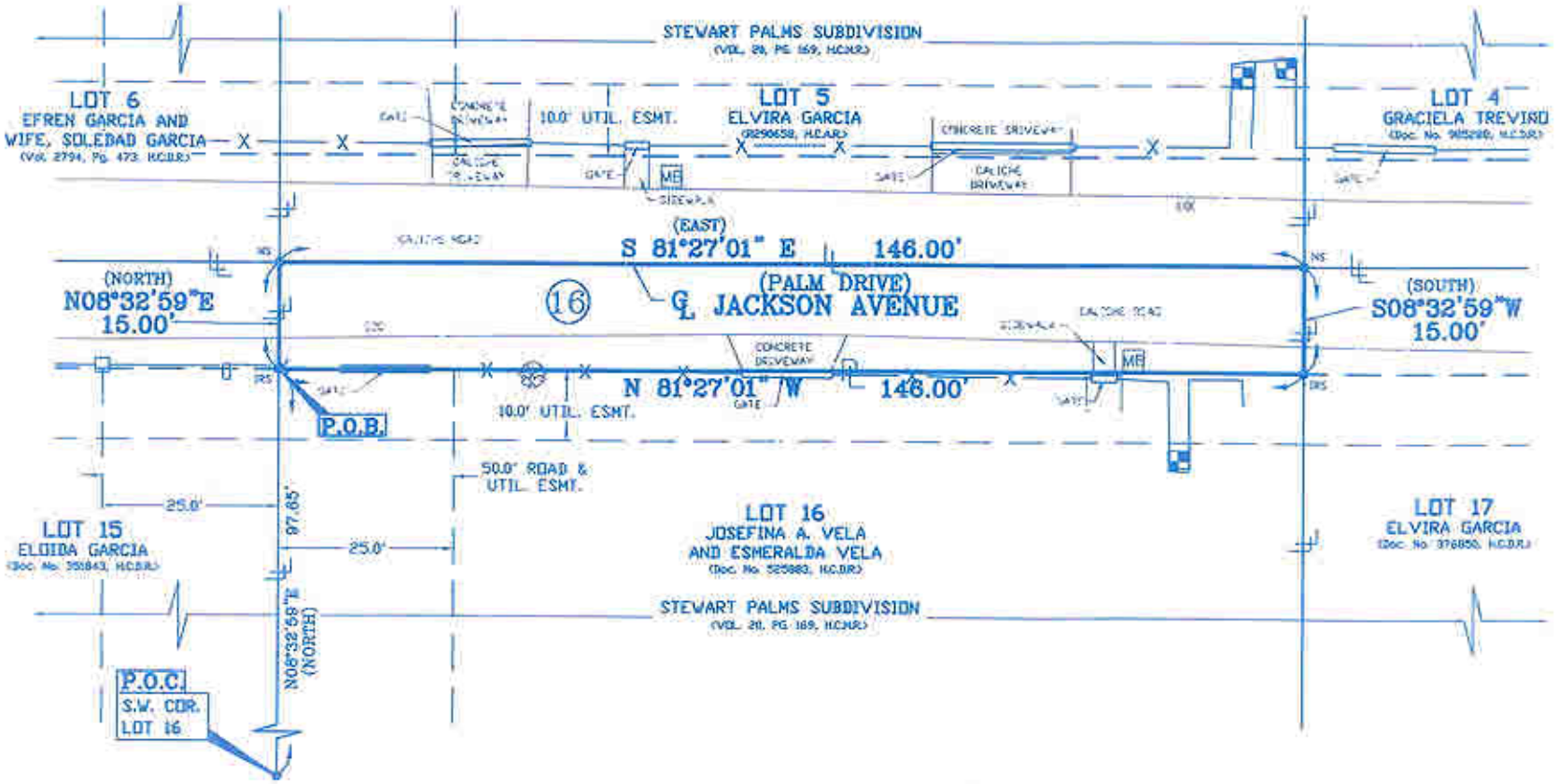
a Esmeralda Mtz.

29th February

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS





SCALE: 1" = 20.0'

PARCEL No. 16

OWNER: JOSEFINA A. VELA
AND ESMERALDA VELA
(Doc. No. 525883, H.C.D.R.)

0.05 ACRES
OUT OF
LOT 16
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 169, H.C.M.R.)

LEGEND			
MB	= MAIL BOX	WM	= WATER METER
-O-	= WIRE FENCE		= TREE
-X-	= CHAIN LINK FENCE		
L	= LOT LINE		
P	= PROPERTY LINE		
NS	= NAIL SET		
IRF	= IRON ROD FOUND		
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"		
EOC	= EDGE OF CALICHE		
P.O.B.	= POINT OF BEGINNING		
P.O.C.	= POINT OF COMMENCING		
R.O.W.	= RIGHT OF WAY		
H.C.A.R.	= HIDALGO COUNTY APRAISAL RECORDS		
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS		
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS		

PROJECT INFORMATION	
SURVEYED DATE:	09/28/07
JOB NO.:	070830
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CHECKED BY:	C.V.
REVISIONS: 12/13/07	
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www.cvqls.com

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

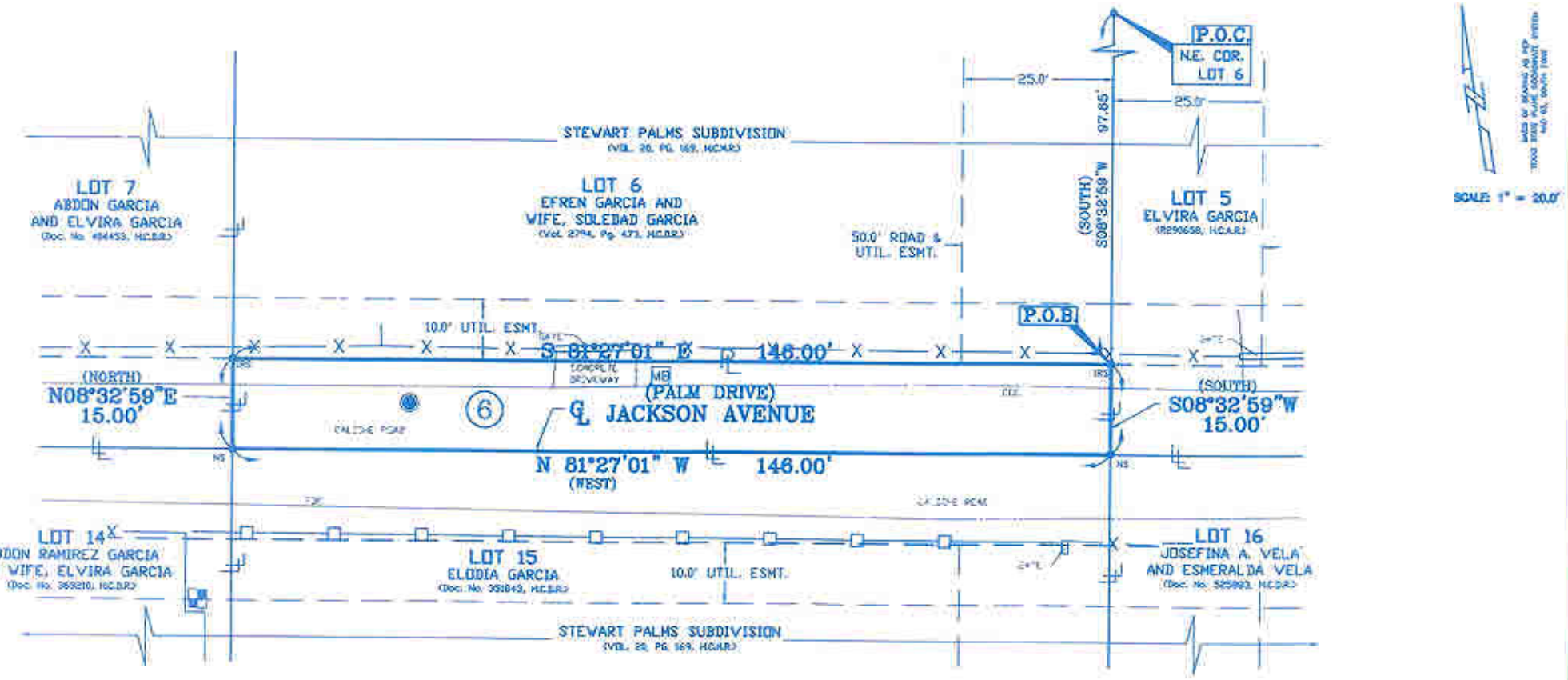
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 6

OWNER: EFREN GARCIA AND
WIFE, SOLEDAD GARCIA
(Vol. 2784, Pg. 473, H.C.D.R.)

0.05 ACRES
OUT OF
LOT 6
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 169, H.C.M.R.)

LEGEND	
MB = MAIL BOX	WM = WATER METER
MH = MANHOLE	
—O— = WIRE FENCE	
—X— = CHAIN LINK FENCE	
℄ = LOT LINE	
℄ = PROPERTY LINE	
NS = NAIL SET	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.A.R. = HIDALGO COUNTY APPRAISAL RECORDS	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION	
SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/13/07
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CONSULTING ENGINEERS

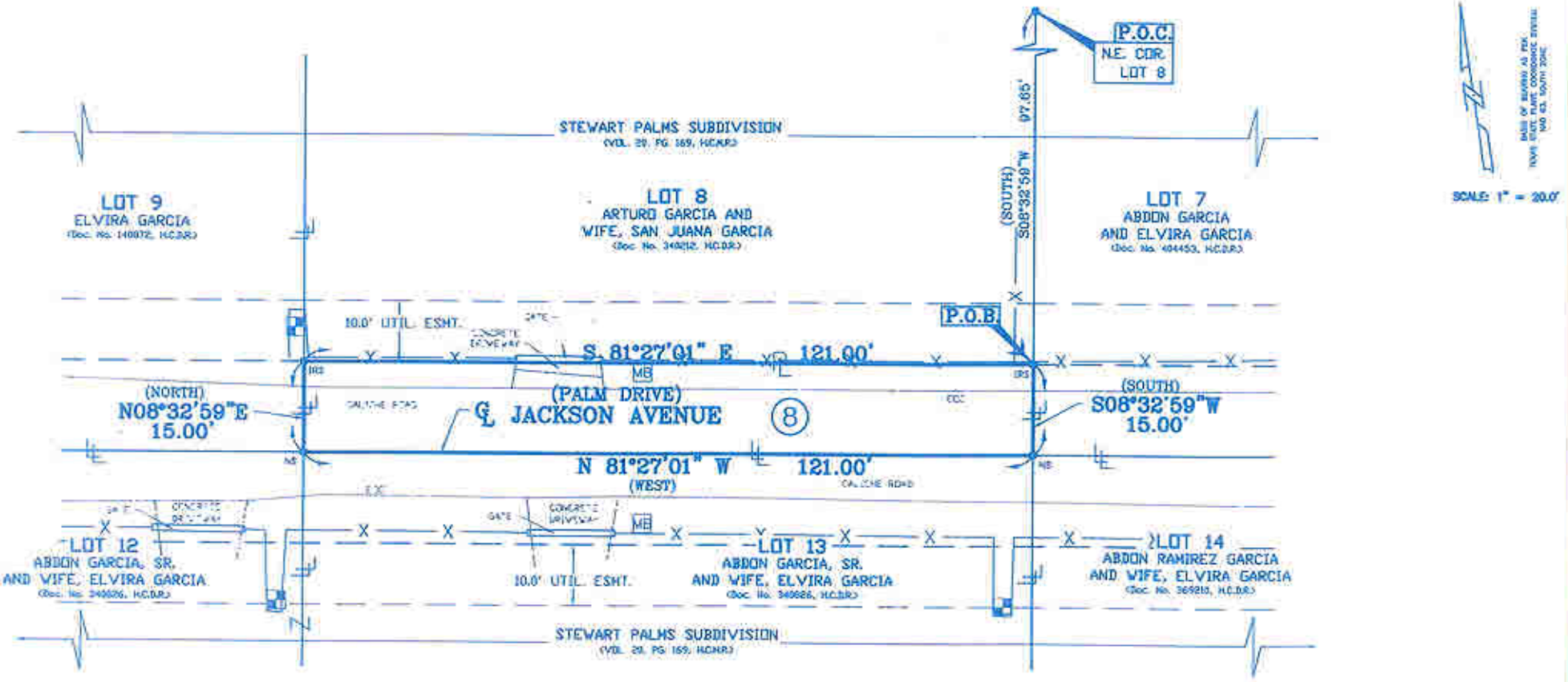
SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 8

OWNER: ARTURO GARCIA AND
WIFE, SAN JUANA GARCIA
(Doc. No. 340212, H.C.D.R.)

0.04 ACRES
OUT OF
LOT 8
STEWART PALMS SUBDIVISION
(VOL. 20, PG. 169, H.C.M.R.)

LEGEND

MB	= MAIL BOX
WM	= WATER METER
-X-	= CHAIN LINK FENCE
℄	= LOT LINE
℗	= PROPERTY LINE
Z	= COMMON OWNER
NS	= NAIL SET
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION

SURVEYED DATE:	09/28/07
JOB NO.:	070830
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/03/07
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www.cvqls.com

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 28, 2007, on the ground under my direction.

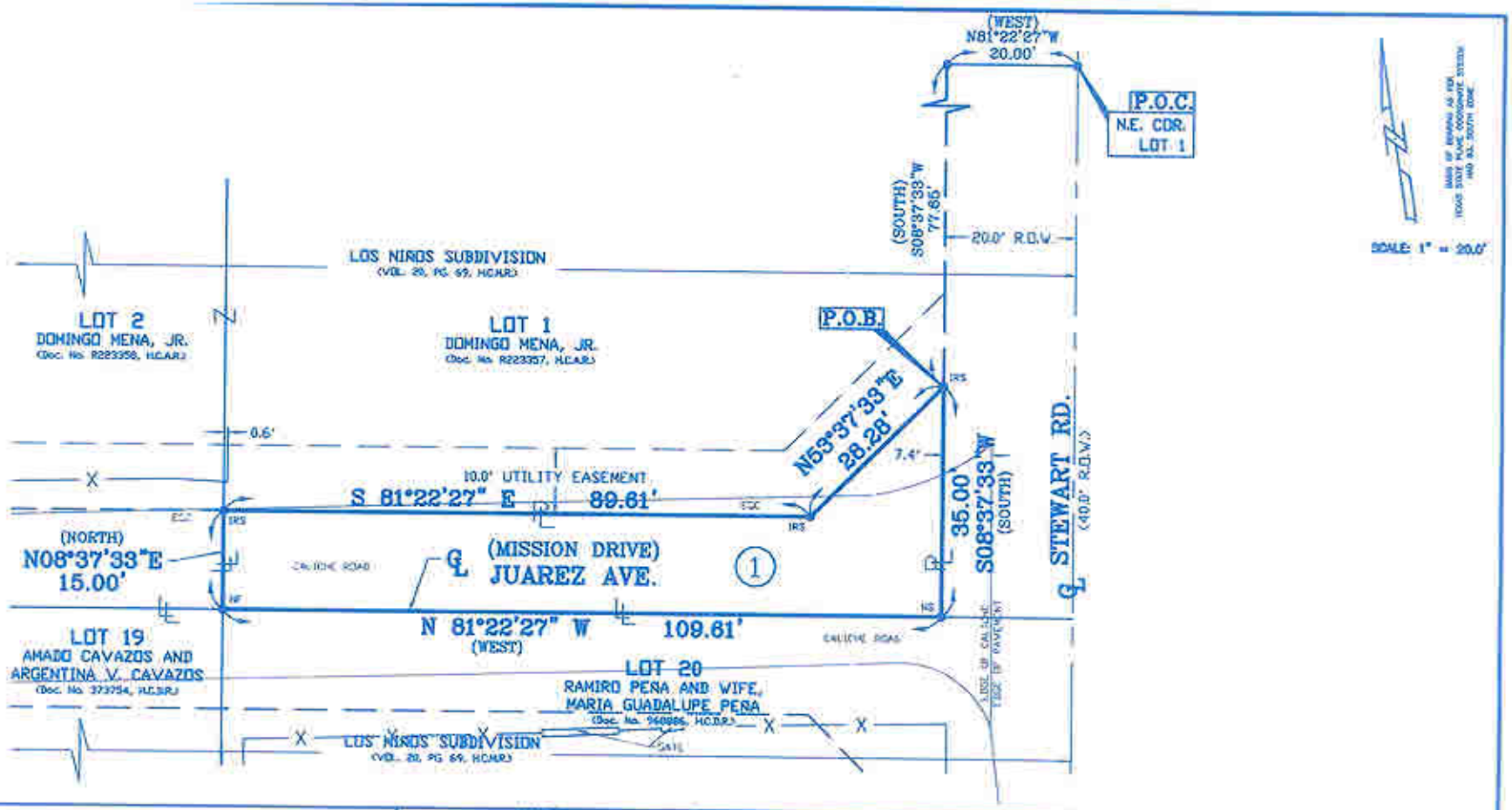
Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

March. 17th

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS





PARCEL No. 1

OWNER: DOMINGO MENA, JR.

(Doc. No. R223357, H.C.A.R.)

0.04 ACRES

OUT OF

LOT 1

LOS NIÑOS SUBDIVISION

(VOL. 0, PG. 24, H.C.M.R.)

LEGEND	
-X-	= CHAIN LINK FENCE
L	= LOT LINE
P	= PROPERTY LINE
C	= COMMON OWNER
NF	= NAIL FOUND
NS	= NAIL SET
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION	
SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
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JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
411 S. 10TH AVENUE, MCALLEN, TEXAS 78501
PHONE (956) 686-4781

SURVEYOR'S CERTIFICATION

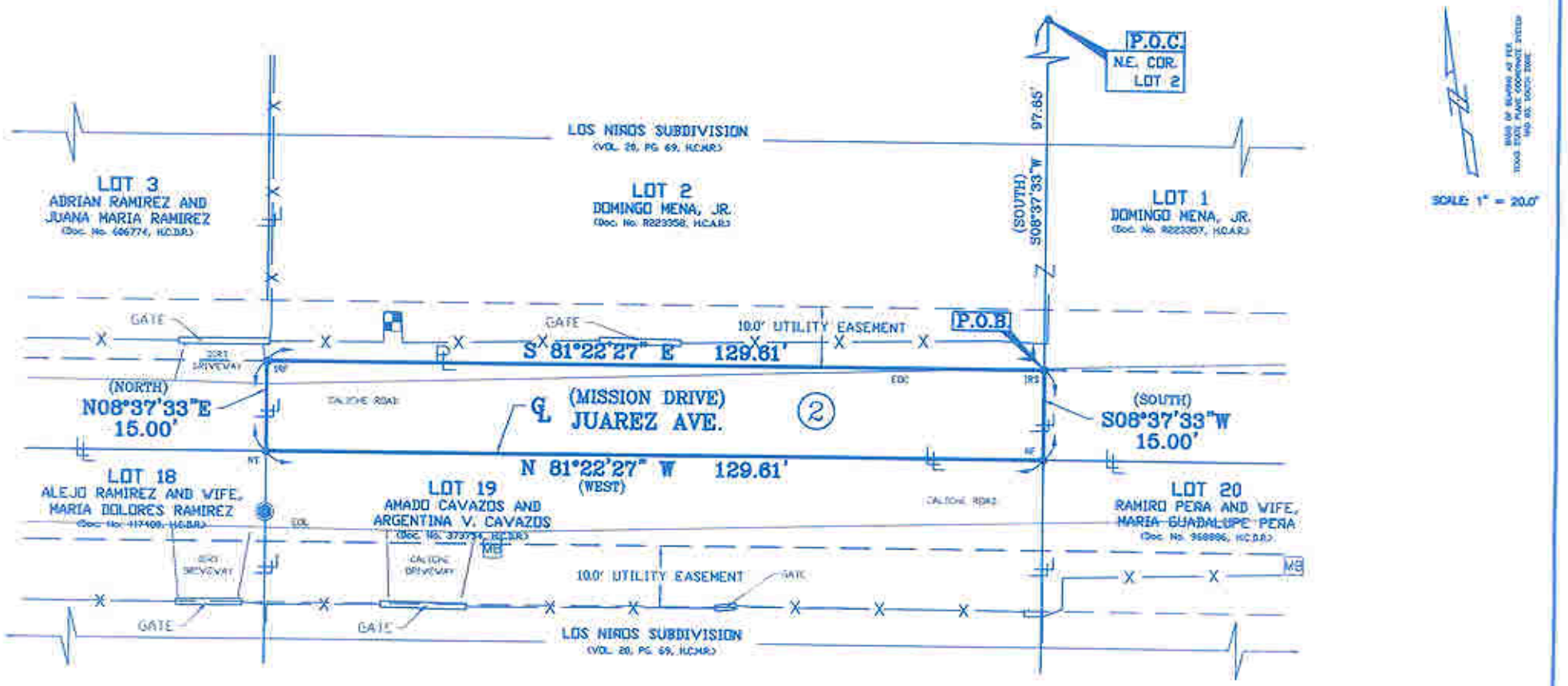
I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4808
STATE OF TEXAS

LAND SURVEYORS







PARCEL No. 2

OWNER: DOMINGO MENA, JR.

(Doc No. R223358, H.C.A.R.)

0.05 ACRES

OUT OF

LOT 2

LOS NIÑOS SUBDIVISION

(VOL. 0, PG. 24, H.C.M.R.)

LEGEND	
MB	= MAIL BOX
WM	= WATER METER
-X-	= CHAIN LINK FENCE
L	= LOT LINE
P	= PROPERTY LINE
Z	= COMMON OWNER
NF	= NAIL FOUND
NS	= NAIL SET
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION	
SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
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JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE, MCALLEN, TEXAS 78504
PHONE (956) 686-1788

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4508
STATE OF TEXAS

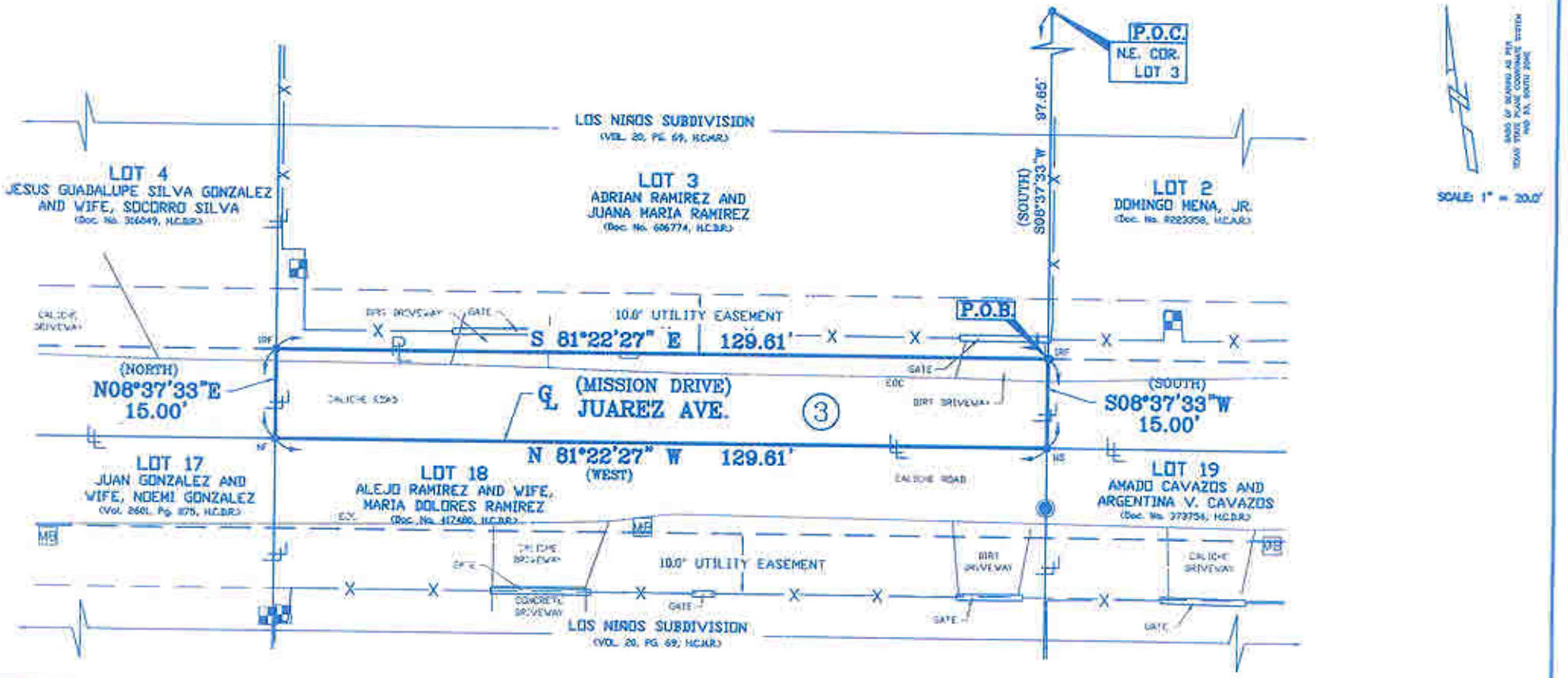
17th March

JUANA RAMIREZ

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS





PARCEL No. 3

OWNER: ADRIAN RAMIREZ AND
JUANA MARIA RAMIREZ
(Doc. No. 606774, H.C.D.R.)

0.05 ACRES
OUT OF
LOT 3
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

MB	= MAIL BOX
MH	= MANHOLE
WM	= WATER METER
-X-	= CHAIN LINK FENCE
℄	= LOT LINE
℄	= PROPERTY LINE
NF	= NAIL FOUND
NS	= NAIL SET
IRF	= IRON ROD FOUND
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
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www.cvqls.com

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 26, 2007 on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

REGISTERED PROFESSIONAL LAND SURVEYOR 4608 STATE OF TEXAS

2-5-68

14

1993

Maria D. Silva

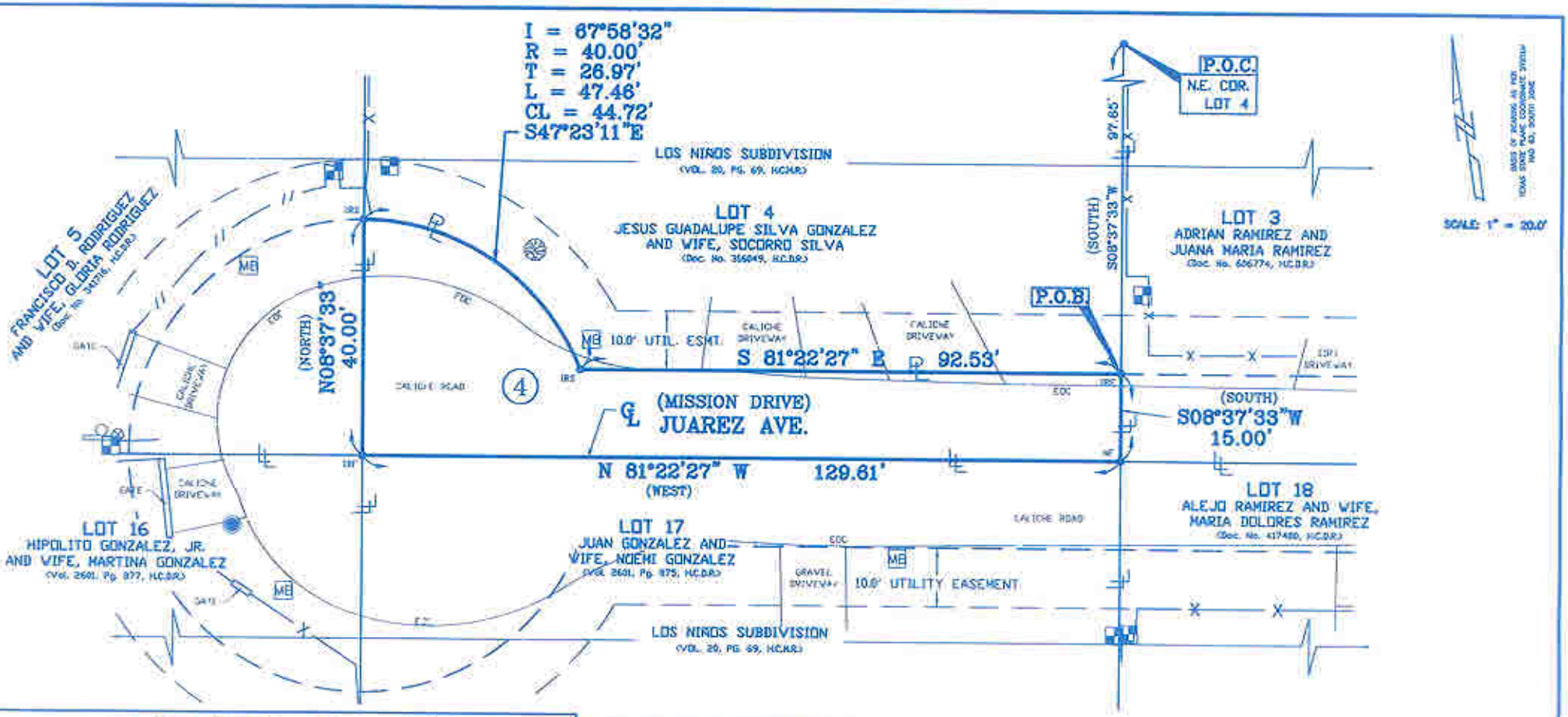
18th October

Guadalupe Silva

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS





PARCEL No. 4

OWNER: JESUS GUADALUPE SILVA GONZALEZ
AND WIFE, SOCORRO SILVA
(Doc. No. 316049, H.C.D.R.)

0.06 ACRES
OUT OF
LOT 4
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

MB = MAIL BOX	WM = WATER METER
MH = MANHOLE	WV = WATER VALVE
SIGN	-X- = CHAIN LINK FENCE
-//- = CEDAR FENCE	
℄ = LOT LINE	
℄ = PROPERTY LINE	
NF = NAIL FOUND	
NS = NAIL SET	
IRF = IRON ROD FOUND	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
BOUNDARY	

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LLC
317 BEAUMONT AVE.
MCALLEN, TEXAS 78501
PH. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

STATE OF TEXAS
4608
REGISTERED
LAND SURVEYOR

10-4-51

17

1990

Francisco D Rodriguez

17th March 8

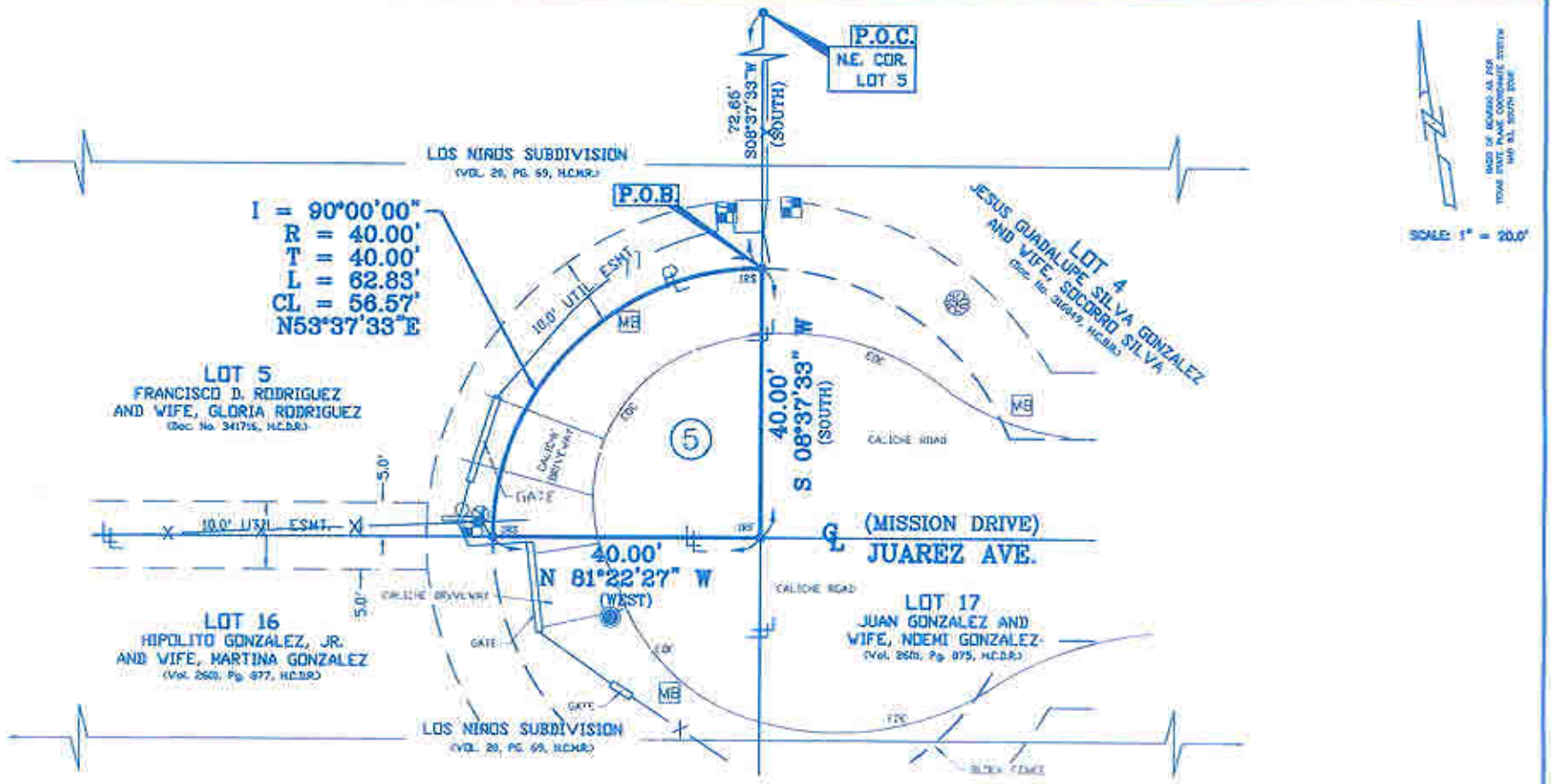
Francisco Rodriguez

Notary Public, State of Texas
My Commission Expires

LAND SURVEYORS







PARCEL No. 5

OWNER: FRANCISCO D. RODRIGUEZ
AND WIFE, GLORIA RODRIGUEZ
(Doc. No. 341716, H.C.D.R.)

0.03 ACRES
OUT OF
LOT 5
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

MB = MAIL BOX	WM = WATER METER
MH = MANHOLE	WV = WATER VALVE
-//- = CEDAR FENCE	SIGN
-X- = CHAIN LINK FENCE	TREE
L = LOT LINE	
P = PROPERTY LINE	
Z = COMMON OWNER	
MS = NAIL SET	
IRF = IRON ROD FOUND	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070931
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
BOUNDARY	

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FAX (956) 618-1547
www.cvgla.com

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
414 E. DAFFODIL AVENUE, MCALLEN, TEXAS 78504
PHONE (956) 668-1584

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

9-18-76

12th December

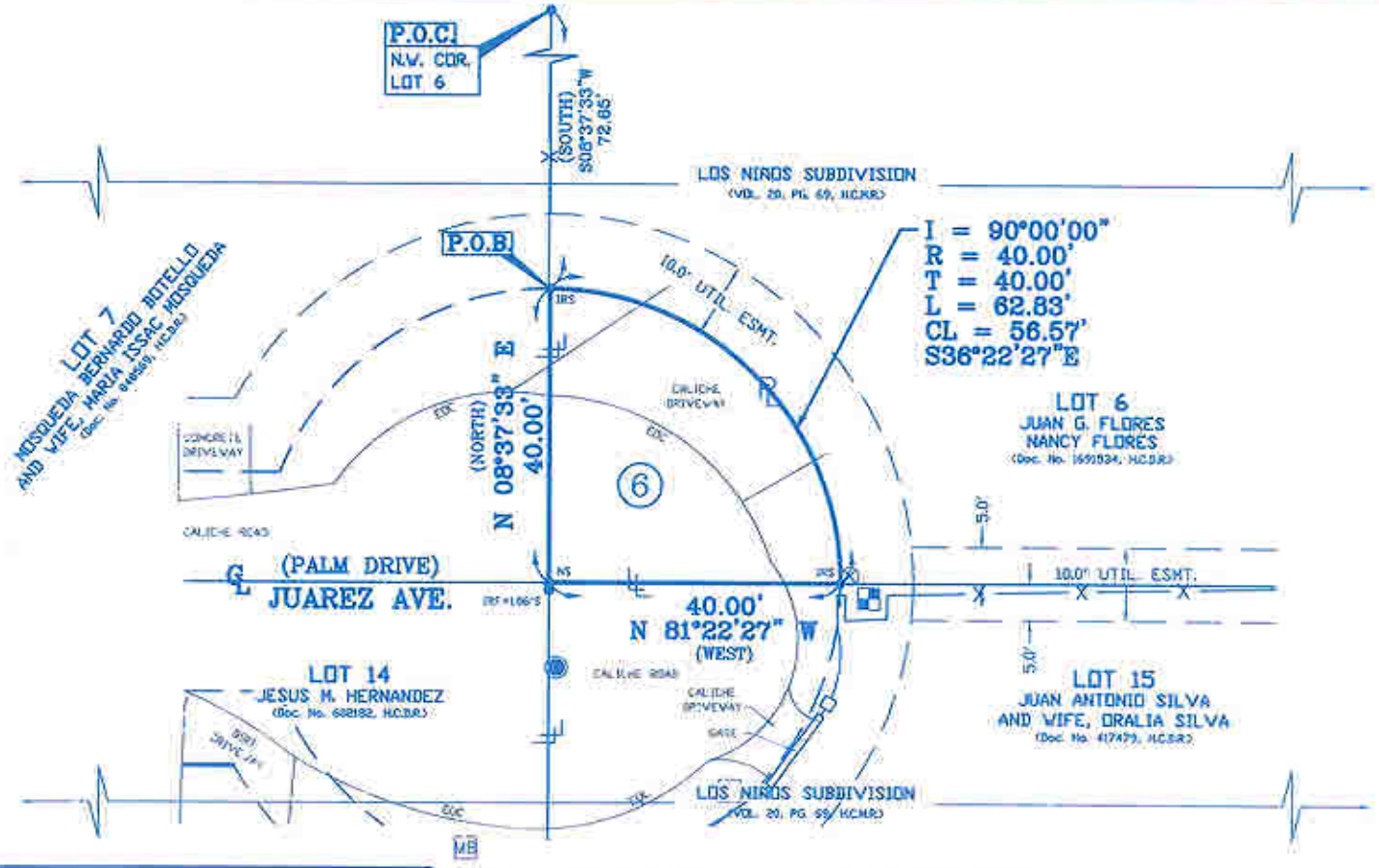
Juan Flores

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS







BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE

SCALE: 1" = 20.0'

PARCEL No. 6

OWNER: JUAN G. FLORES
NANCY FLORES
(Doc. No. 1691534, H.C.D.R.)

0.03 ACRES
OUT OF
LOT 6
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

MB = MAIL BOX	WM = WATER METER
MH = MANHOLE	WV = WATER VALVE
-B- = BLOCK FENCE	
-X- = CHAIN LINK FENCE	
L = LOT LINE	
P = PROPERTY LINE	
C = COMMON OWNER	
NS = NAIL SET	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
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FAX (956) 618-1341
www.cvqls.com

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 26, 2007 on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

REGISTERED 4608 PROFESSIONAL LAND SURVEYOR

7

2000

26th October.

Bernardo Mosqueda.

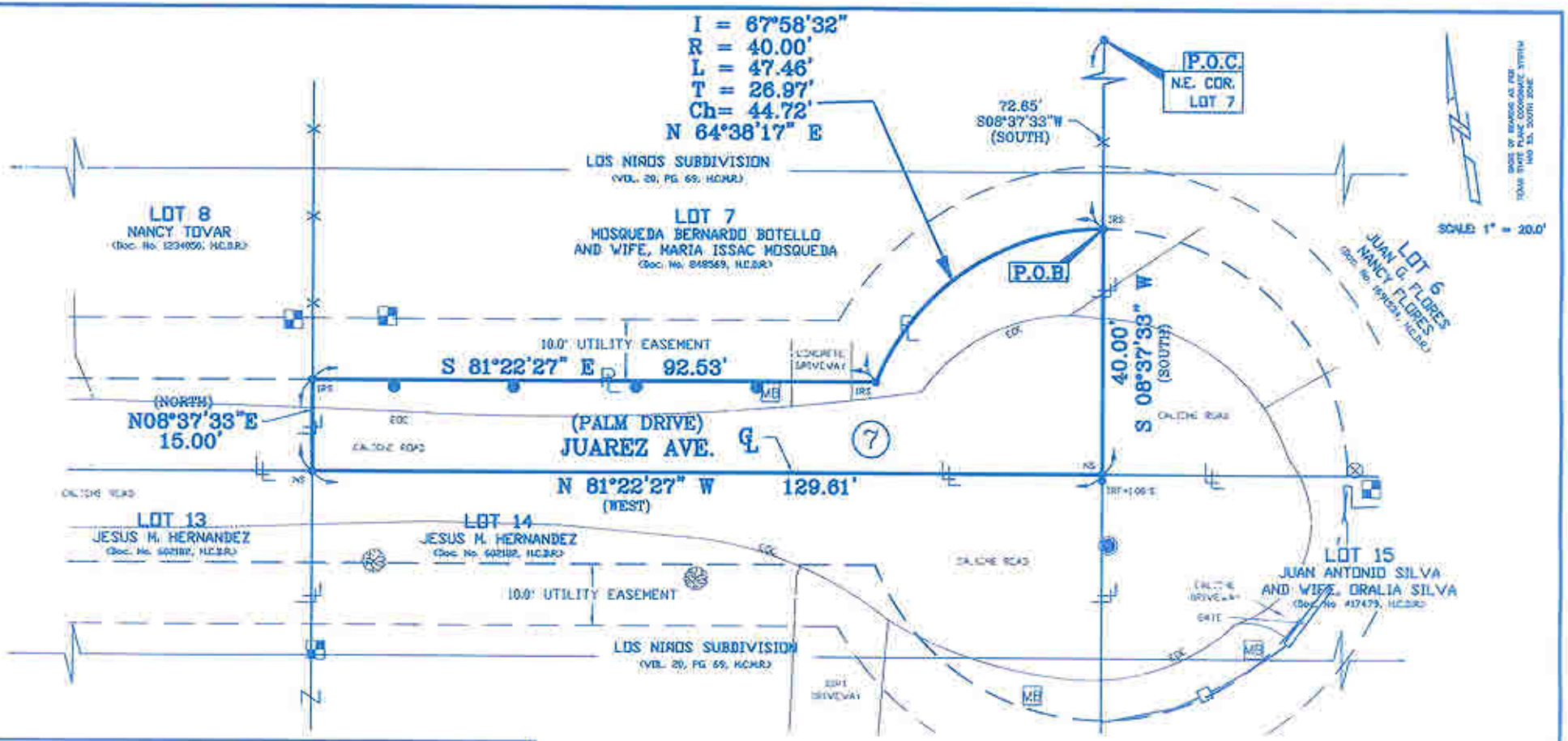
Jaime Sal.

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS







PARCEL No. 7

OWNER: MOSQUEDA BERNARDO BOTELLO
AND WIFE, MARIA ISSAC MOSQUEDA
(Doc. No. 848569, H.C.D.R.)

0.06 ACRES
OUT OF
LOT 7
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

MB = MAIL BOX	WM = WATER METER
MH = MANHOLE	WV = WATER VALVE
—□— = BLOCK FENCE	P = POST
—X— = CHAIN LINK FENCE	T = TREE
L = LOT LINE	
P = PROPERTY LINE	
Z = COMMON OWNER	
NS = NAIL SET	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
BOUNDARY	

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JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

3-27-76

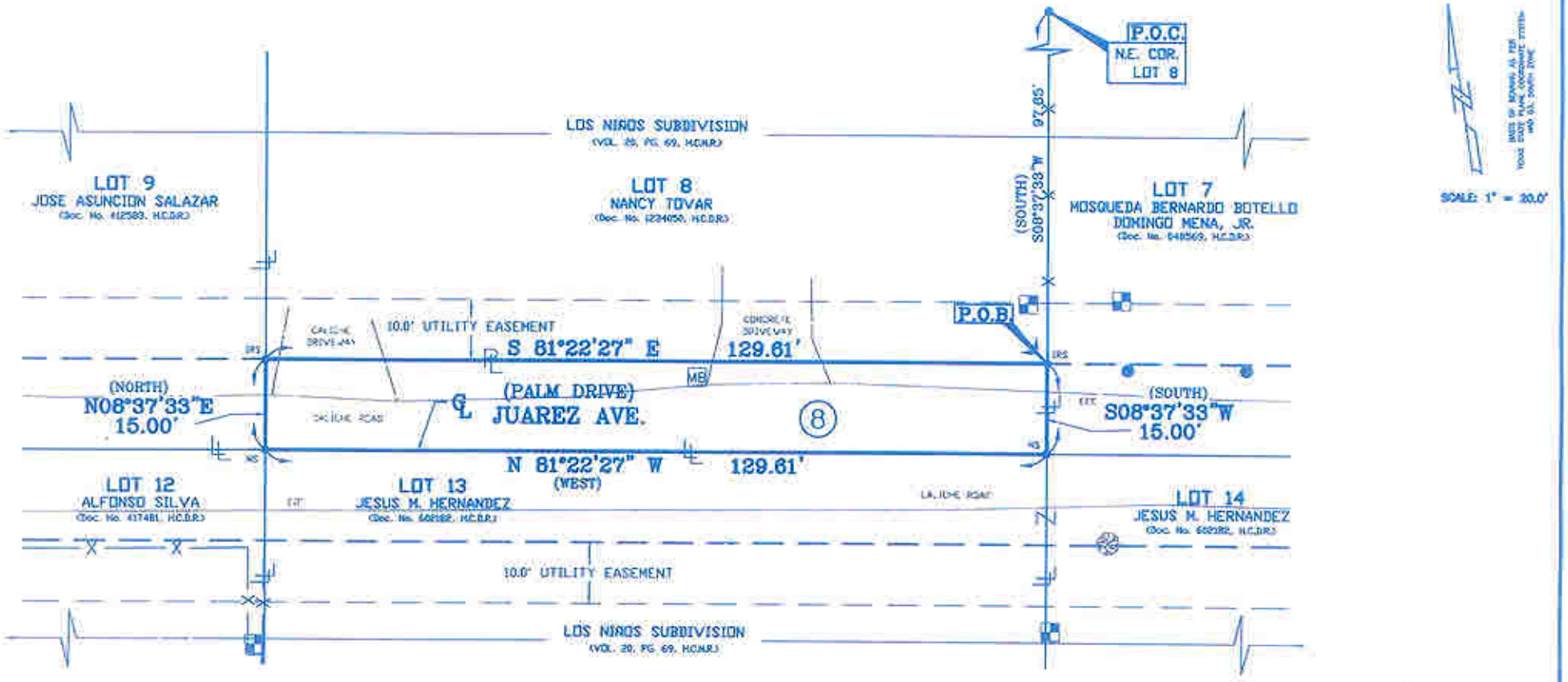
12th December

Nancy T. Vaka

IAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS





PARCEL No. 8

OWNER: NANCY TOVAR

(Doc. No. 1234050, H.C.D.R.)

0.05 ACRES

OUT OF

LOT 8

LOS NIÑOS SUBDIVISION

(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

MB	= MAIL BOX	⊕	= TREE
●	= POST		
WM	= WATER METER		
-X-	= CHAIN LINK FENCE		
L	= LOT LINE		
℄	= PROPERTY LINE		
Z	= COMMON OWNER		
NS	= NAIL SET		
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVG LS"		
EOC	= EDGE OF CALICHE		
P.O.B	= POINT OF BEGINNING		
P.O.C	= POINT OF COMMENCING		
R.O.W.	= RIGHT OF WAY		
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS		
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS		

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
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BOUNDARY	

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Ph. (956) 618-1551
FAX (956) 618-1547
www.cvgls.com

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
[illegible]

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

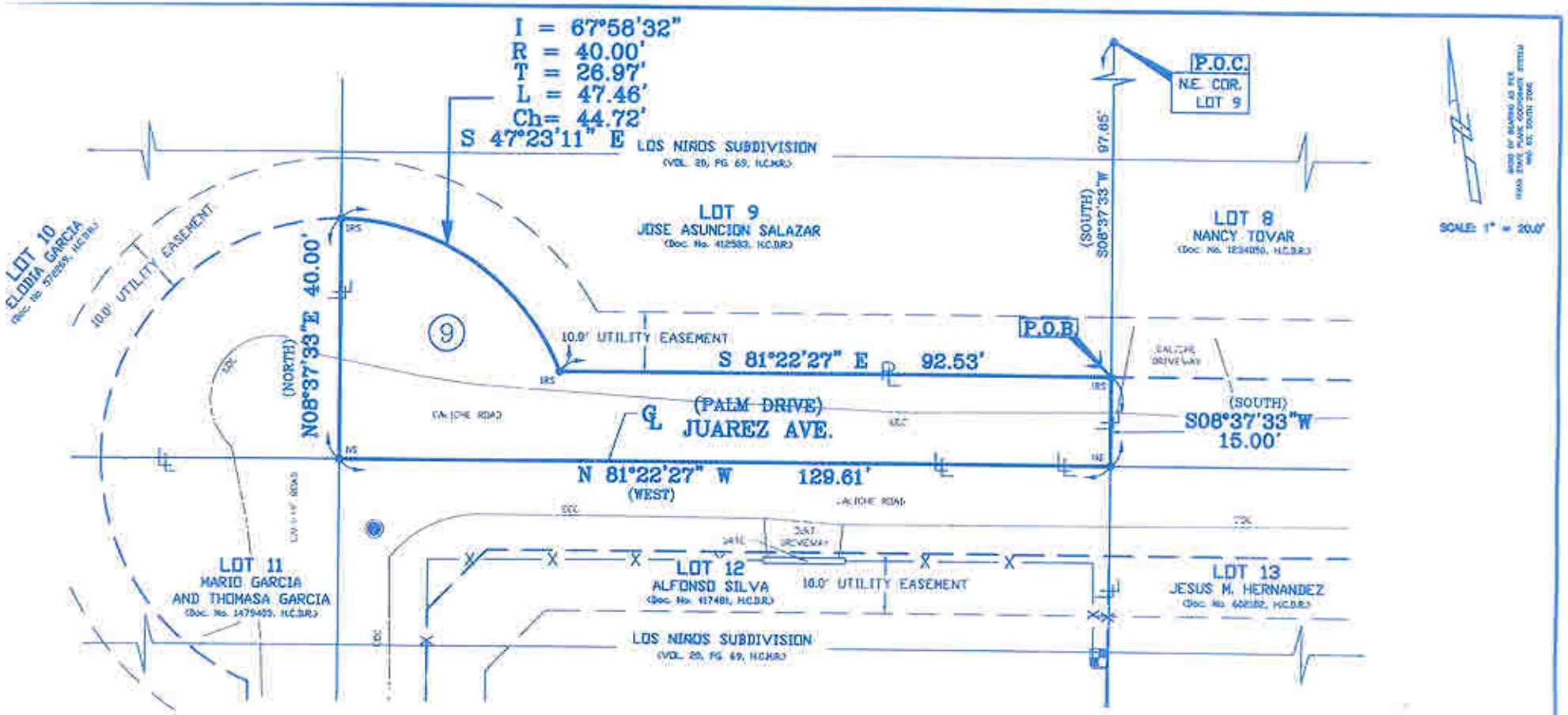
Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

4608 REGISTERED PROFESSIONAL LAND SURVEYOR

LAND SURVEYORS

SURVEYED
, 2007.





PARCEL No. 9

OWNER: JOSE ASUNCION SALAZAR

(Doc. No. 412583, H.C.D.R.)

0.06 ACRES

OUT OF

LOT 9

LOS NIÑOS SUBDIVISION

(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

- ◉ = MANHOLE
- WM = WATER METER
- -X- = CHAIN LINK FENCE
- ℄ = LOT LINE
- ℙ = PROPERTY LINE
- NS = NAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
- EOC = EDGE OF CALICHE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
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FAX (956) 618-1542
www.cvols.com

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

4608 REGISTERED SURVEYOR

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

& 7/6/73

20

1987

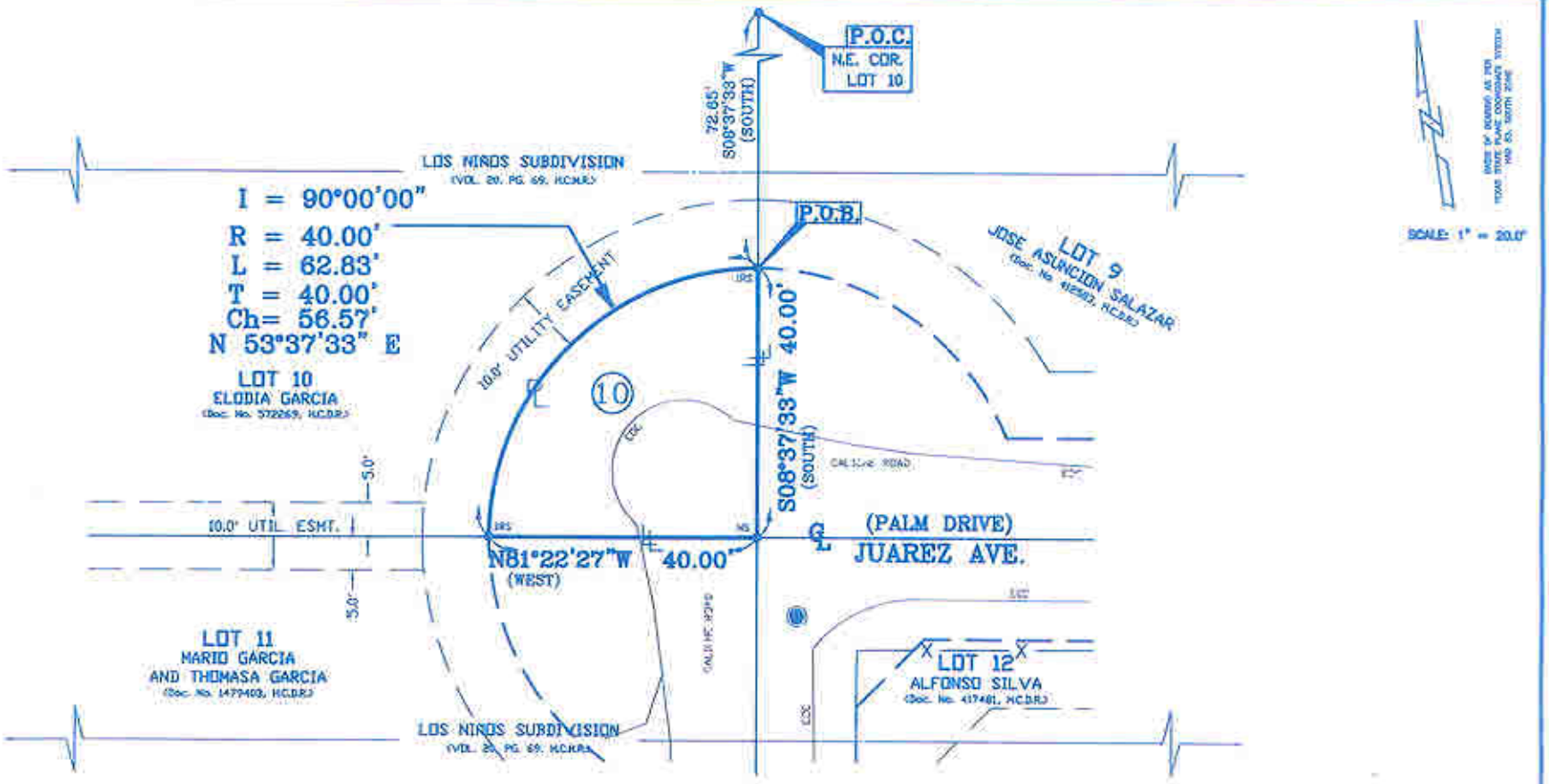
17th October

Elodia Garcia

Notary Public, State of Texas
My Commission

LAND SURVEYORS





PARCEL No. 10

OWNER: ELOIDA GARCIA

(Doc. No. 572269, H.C.D.R.)

0.03 ACRES

OUT OF

LOT 10

LOS NIÑOS SUBDIVISION

(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

- ● = MANHOLE
- —X— = CHAIN LINK FENCE
- ℄ = LOT LINE
- ℄ = PROPERTY LINE
- MS = MAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
- EOC = EDGE OF CALICHE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:12/14/07	
BOUNDARY	

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FAX (956) 618-1547
www.cvqls.com

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

4808 REGISTERED LAND SURVEYOR

Carlos Vasquez
R.P.L.S. No. 4808
STATE OF TEXAS

d 11-18-68

11

3

2004

d Tomasa Garcia

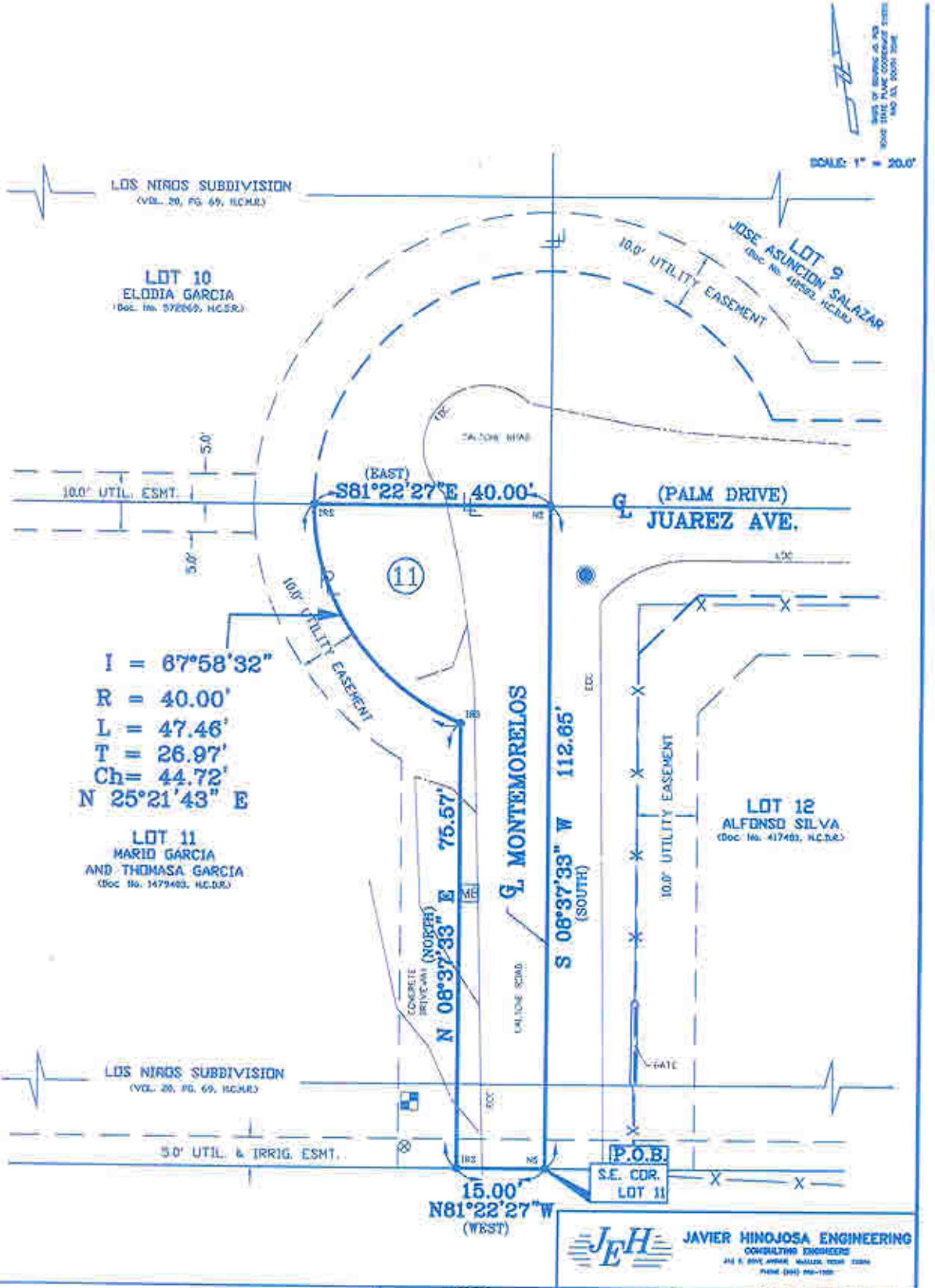
17th October

Tomasa Garcia

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS





JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

PARCEL No. 11

OWNER: MARIO GARCIA
AND THOMASA GARCIA
(Doc. No. 1479403, H.C.D.R.)

0.05 ACRES
OUT OF
LOT 11
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

- MB = MAIL BOX
- = MANHOLE
- = WATER VALVE
- —X— = CHAIN LINK FENCE
- L = LOT LINE
- P = PROPERTY LINE
- NS = NAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

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FAX (956) 615-1547
www.cvols.com

SURVEYED DATE:	06/04/07
JOB No.:	061229
DRAWN BY:	A.S.
CHECKED BY:	C. V.
REVISIONS:	12/14/07
	BOUNDARY

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on June 4, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

14th December

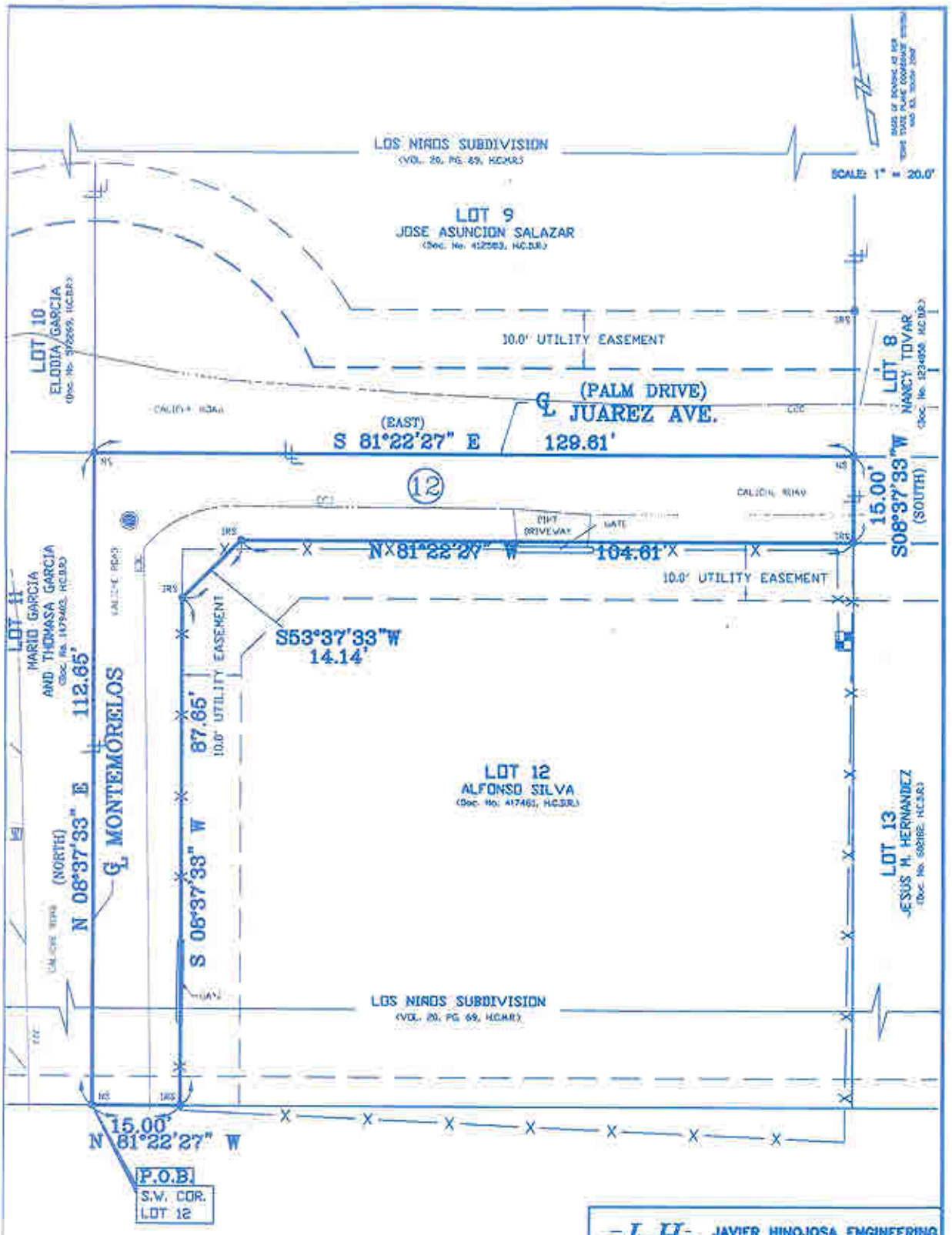
Alfonso Silva

Notary Public, State of Texas
My Commission Expires

LAND SURVEYORS







PARCEL No. 12

OWNER: ALFONSO SILVA

(Doc. No. 417481, H.C.D.R.)

0.08 ACRES

OUT OF

LOT 12

LOS NIÑOS SUBDIVISION

(VOL. 0, PG. 24, H.C.M.R.)

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

LEGEND

- MB = MAIL BOX
- MH = MANHOLE
- WM = WATER METER
- -X- = CHAIN LINK FENCE
- L = LOT LINE
- E = PROPERTY LINE
- NS = NAIL SET
- IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

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CVO Land Surveyors
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
PH. (956) 618-1501
FAX (956) 618-1547
www.cvols.com

SURVEYED DATE:	05/04/07
JOB No.:	061229
DRAWN BY:	A.S.
CHECKED BY:	C. V.
REVISIONS:	12/14/07
	BOUNDARY

SURVEYOR'S CERTIFICATION

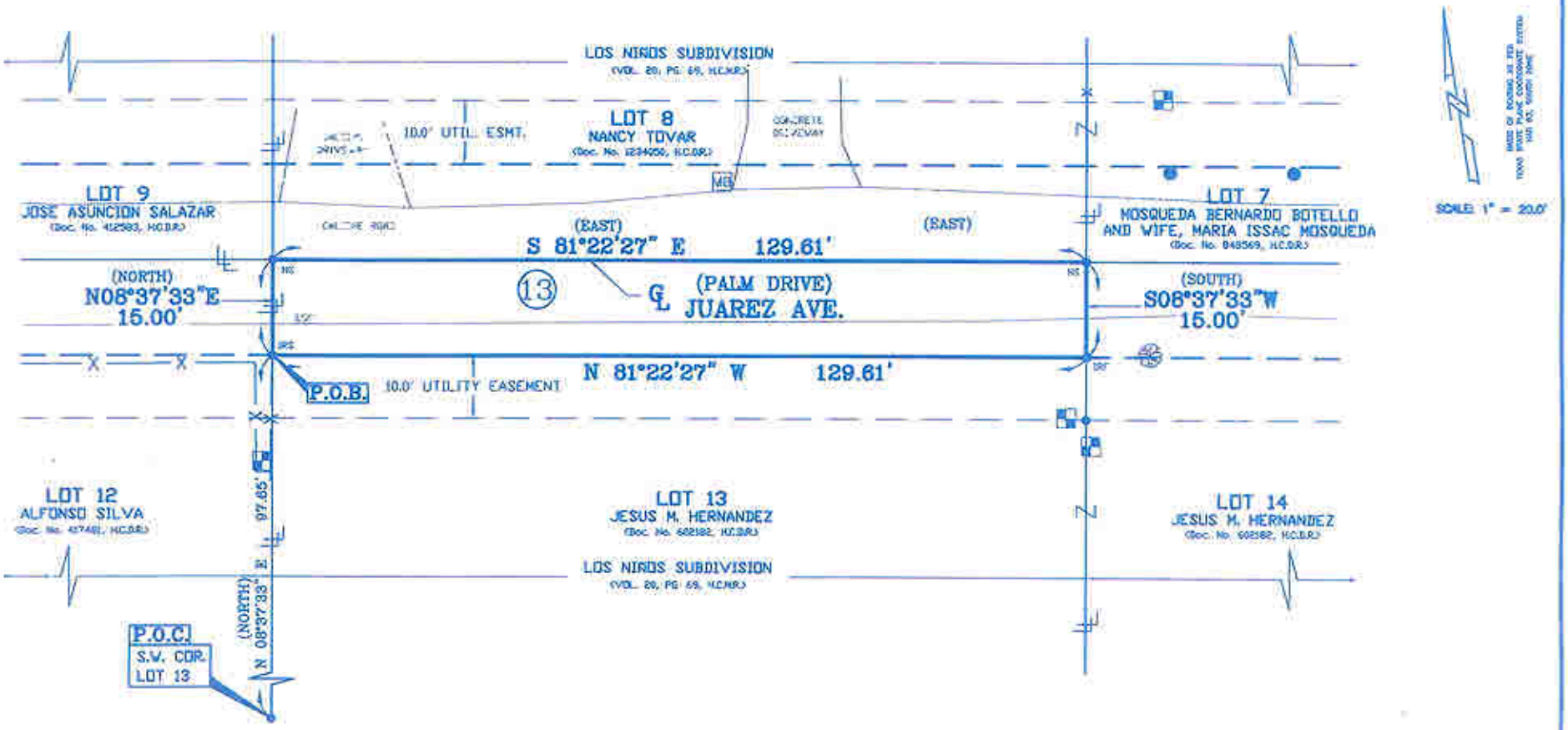
I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing is to be a true and correct representation of the land as surveyed on June 4, 2007, on the ground under my direction.

CARLOS VASQUEZ 4608 REGISTERED PROFESSIONAL LAND SURVEYOR

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

LAND SURVEYORS





PARCEL No. 13

OWNER: JESUS M. HERNANDEZ

(Doc. No. 662182, H.C.O.R.)

0.05 ACRES

OUT OF

LOT 13

LOS NIÑOS SUBDIVISION

(VOL. 0, PG. 74, H.C.M.R.)

LEGEND	
MB	= MAIL BOX
WM	= WATER METER
●	= POST
⊙	= TREE
—X—	= CHAIN LINK FENCE
℄	= LOT LINE
℄	= PROPERTY LINE
Z	= COMMON OWNER
MS	= NAIL SET
IRF	= IRON ROD FOUND
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVG LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.O.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION	
SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
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FAX (956) 618-1547
www.cvgls.com

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
116 S. 10TH AVENUE, MCALLEN, TEXAS 78501
PHONE (956) 686-1566

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above "ongoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

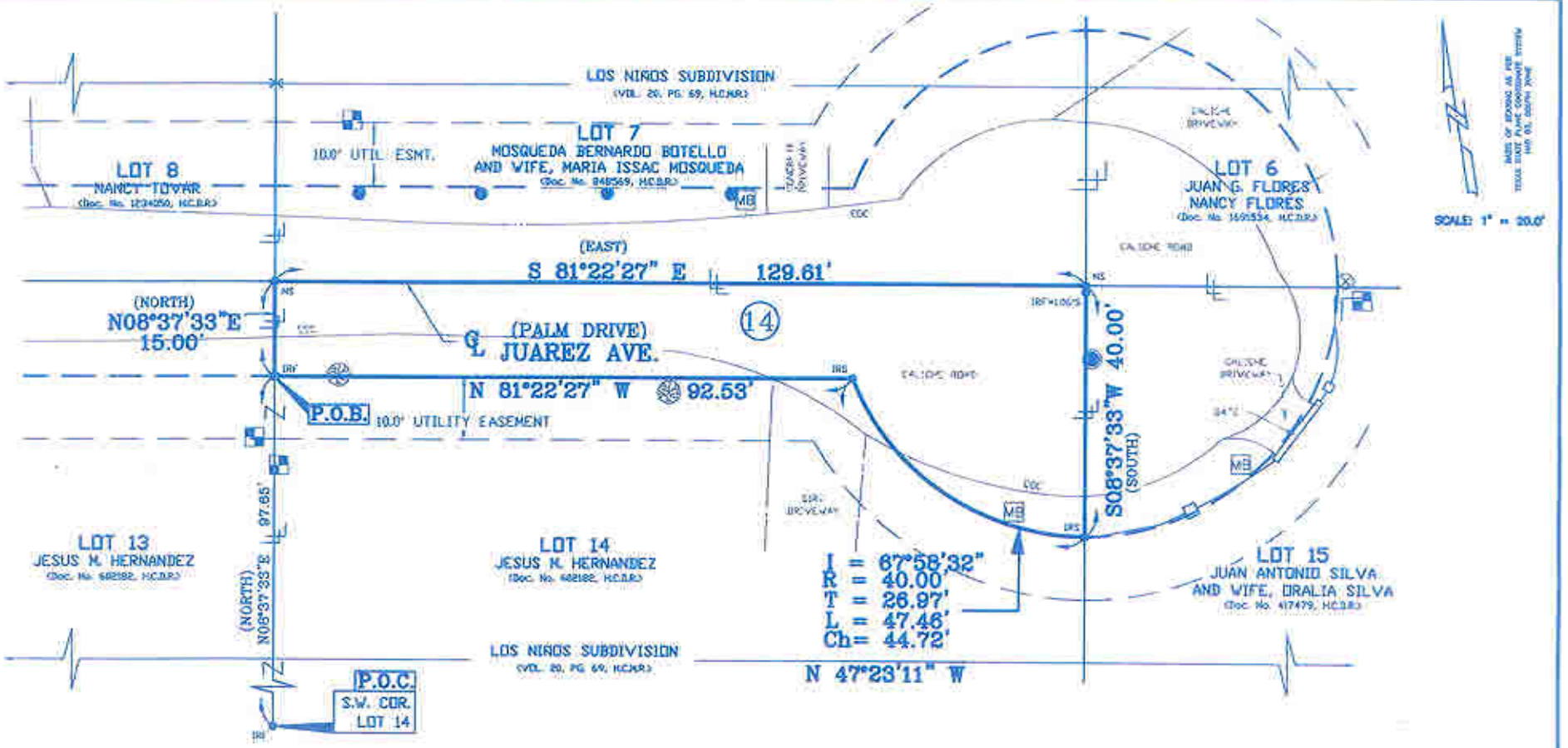
Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

LAND SURVEYORS

SURVEYED ON ____

007.





PARCEL No. 14

OWNER: JESUS M. HERNANDEZ

(Doc. No. 602182, H.C.D.R.)

0.06 ACRES

OUT OF

LOT 14

LOS NIÑOS SUBDIVISION

(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

MB = MAIL BOX	WM = WATER METER
MH = MANHOLE	WV = WATER VALVE
—□— = BLOCK FENCE	● = POST
—X— = CHAIN LINK FENCE	⊛ = TREE
℄ = LOT LINE	
℄ = PROPERTY LINE	
℄ = COMMON OWNER	
NS = NAIL SET	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
BOUNDARY	

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CVO LAND SURVEYORS
LLC
517 BEAUMONT AVE.
MCALLEN, TEXAS 78501
PH. (956) 618-1551
FAX: (956) 618-1547
www.cvols.com

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

18

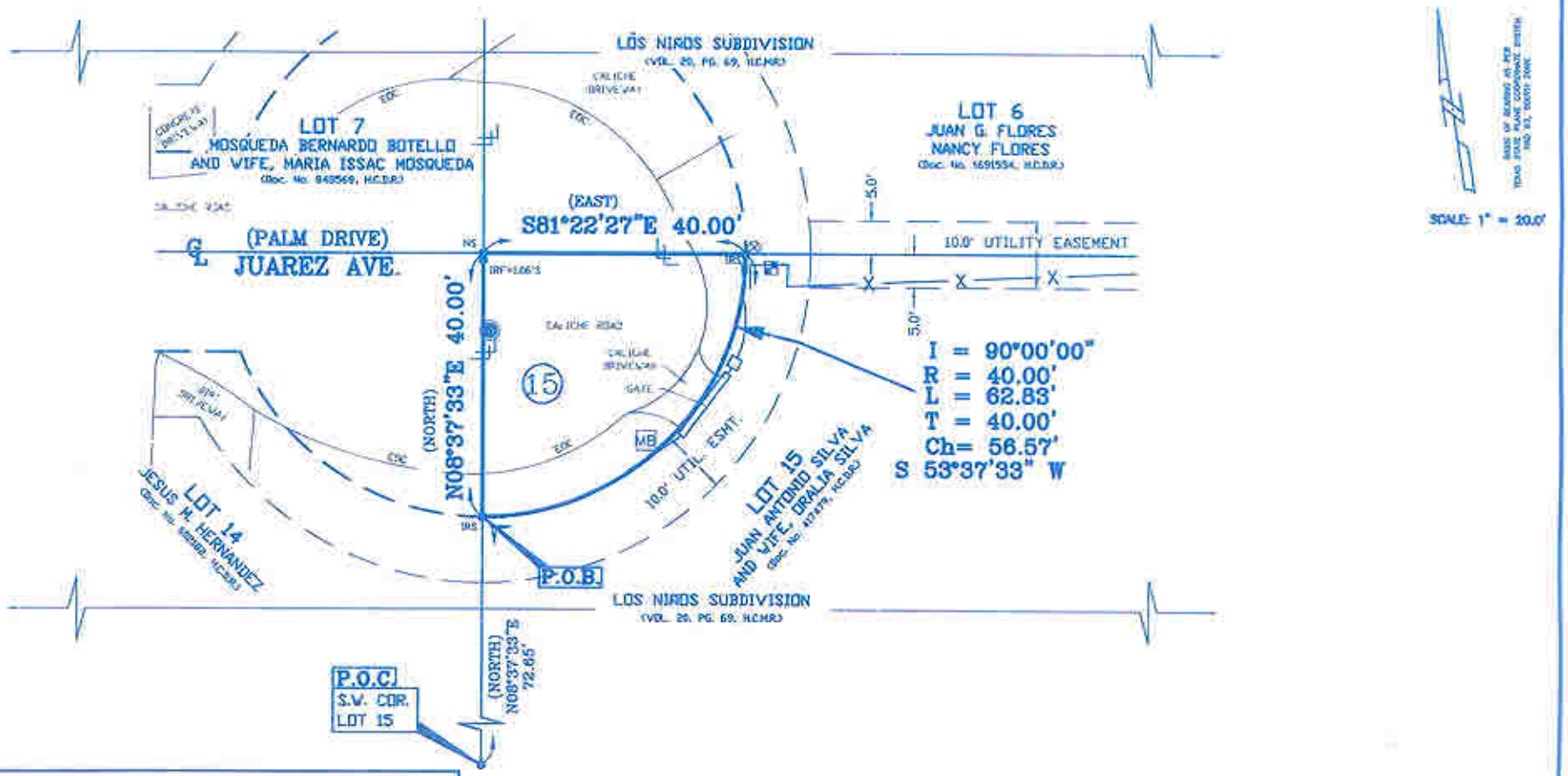
14th December

Juan Silva

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS





PARCEL No. 15

OWNER: JUAN ANTONIO SILVA
AND WIFE, ORALIA SILVA
(Doc No. 417479, H.C.D.R.)

0.03 ACRES
OUT OF
LOT 15
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

MB = MAIL BOX	WM = WATER METER
MH = MANHOLE	WV = WATER VALVE
—□— = BLOCK FENCE	
—X— = CHAIN LINK FENCE	
L = LOT LINE	
E = PROPERTY LINE	
NS = NAIL SET	
IRF = IRON ROD FOUND	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
BOUNDARY	

CVQ LAND SURVEYORS LLC
517 BENAVENT AVE.
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JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
[illegible]

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

08-01-1966

22

1985

Martina Carrizales

12th December

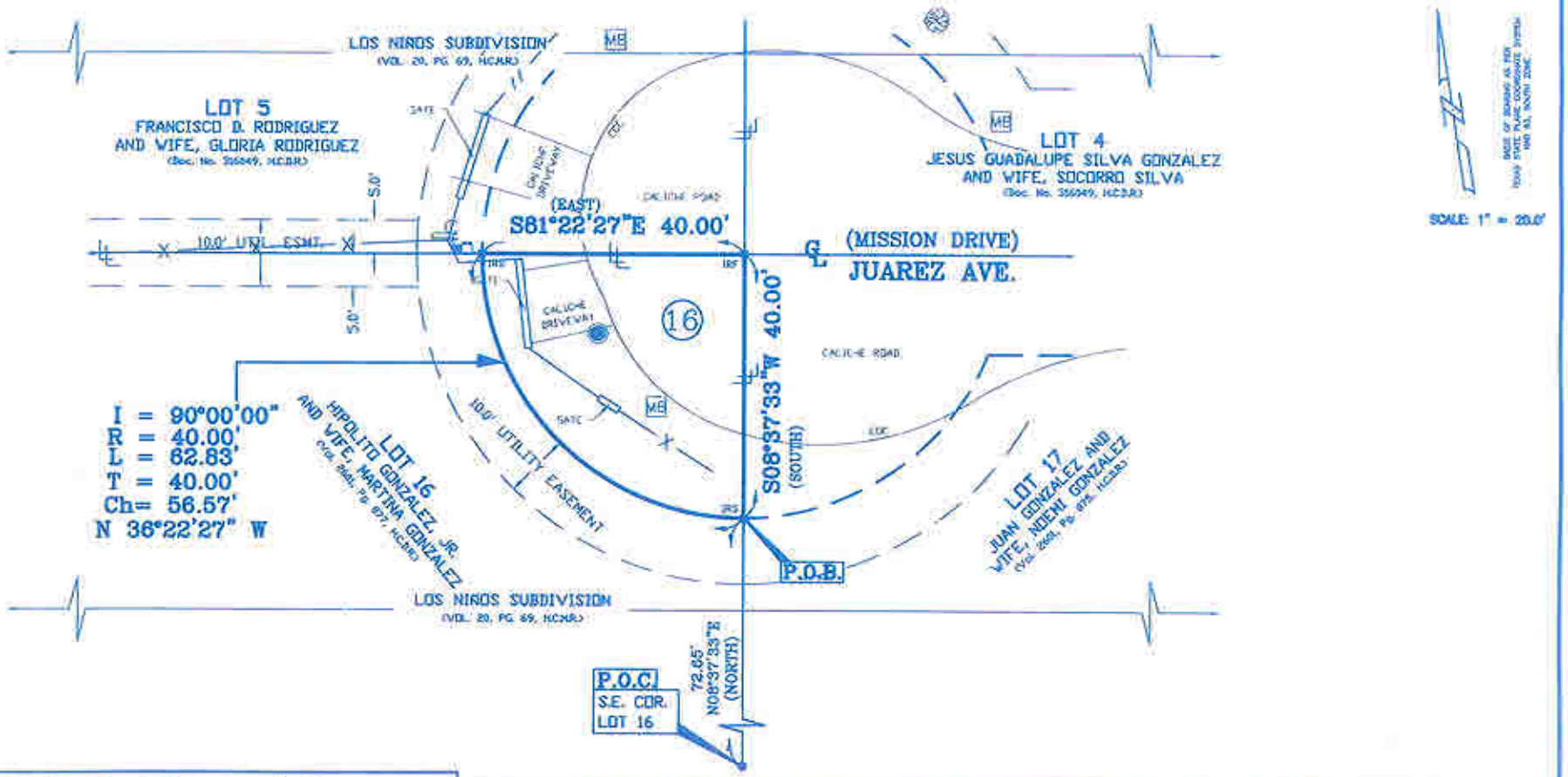
Martina Carrizales

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS

RVEYED
'07





PARCEL No. 16

OWNER: HIPOLITO GONZALEZ, JR.
AND WIFE, MARTINA GONZALEZ
(Vol 2601, Pg. 877, H.C.D.R.)

0.03 ACRES
OUT OF
LOT 16
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

MB = MAIL BOX	WM = WATER METER
MH = MANHOLE	T = TREE
S = SIGN	
-//- = CEDAR FENCE	
-X- = CHAIN LINK FENCE	
℄ = LOT LINE	
℄ = PROPERTY LINE	
IRF = IRON ROD FOUND	
IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
BOUNDARY	

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JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

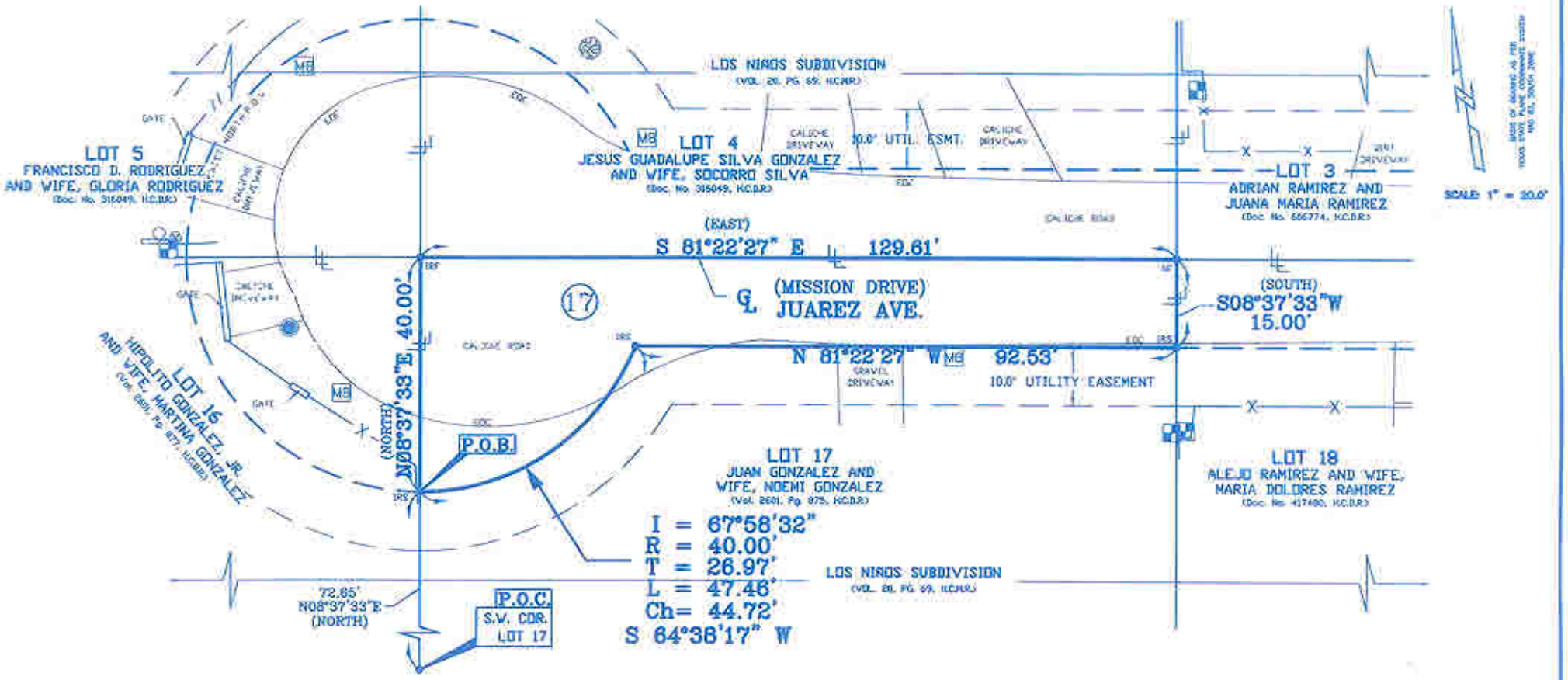
I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4508
STATE OF TEXAS

LAND SURVEYORS

SURVEYED ON





PARCEL No. 17

OWNER: JUAN GONZALEZ AND WIFE, NOEMI GONZALEZ
(Vol. 2601, Pg. 875, H.C.D.R.)

0.06 ACRES
OUT OF
LOT 17
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND

MB = MAIL BOX	WM = WATER METER
MH = MANHOLE	WV = WATER VALVE
-//- = CEDAR FENCE	
-X- = CHAIN LINK FENCE	
℄ = LOT LINE	
P = PROPERTY LINE	
? = COMMON OWNER	
NF = NAIL FOUND	
IPS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"	
EOC = EDGE OF CALICHE	
P.O.B. = POINT OF BEGINNING	
P.O.C. = POINT OF COMMENCING	
R.O.W. = RIGHT OF WAY	
H.C.D.R. = HIDALGO COUNTY DEED RECORDS	
H.C.M.R. = HIDALGO COUNTY MAP RECORDS	

PROJECT INFORMATION

SURVEYED DATE:	09/28/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
BOUNDARY	

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JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE, MCALLEN, TEXAS 78504
PHONE (956) 687-4904

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on September 28th 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

REGISTERED 4608 PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

a 15 abril 60

13

1994

Maria Delores Ramirez

17th Octoben.

Jaime Salinas

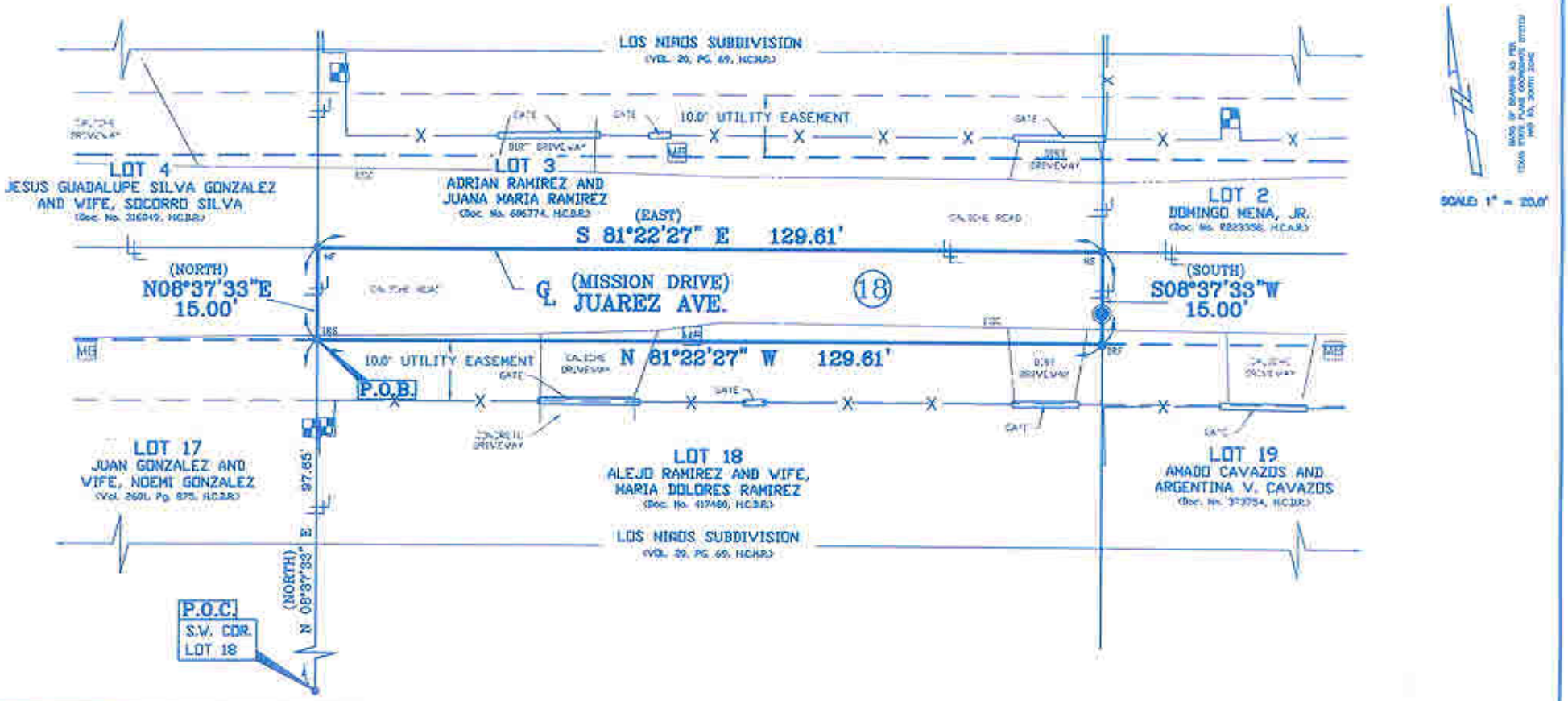
MARIA RAMIREZ

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS







PARCEL No. 18

OWNER: ALEJO RAMIREZ AND WIFE,
MARIA DOLORES RAMIREZ
(Doc. No. 417480, H.C.D.R.)

0.05 ACRES
OUT OF
LOT 18
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND	
MB	= MAIL BOX
MH	= MANHOLE
WM	= WATER METER
-X-	= CHAIN LINK FENCE
℄	= LOT LINE
℄	= PROPERTY LINE
NF	= NAIL FOUND
NS	= NAIL SET
IRF	= IRON ROD FOUND
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION	
SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
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L.L.C.
317 BEAUMONT AVE.
McALLEN, TEXAS 78501
PH. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

4508
REGISTERED
PROFESSIONAL
LAND
SURVEYOR

Carlos Vasquez
R.P.L.S. No. 4508
STATE OF TEXAS

Sept - 1st 1942

2 ..... nos

2007

Gilberto Ayala

14th October

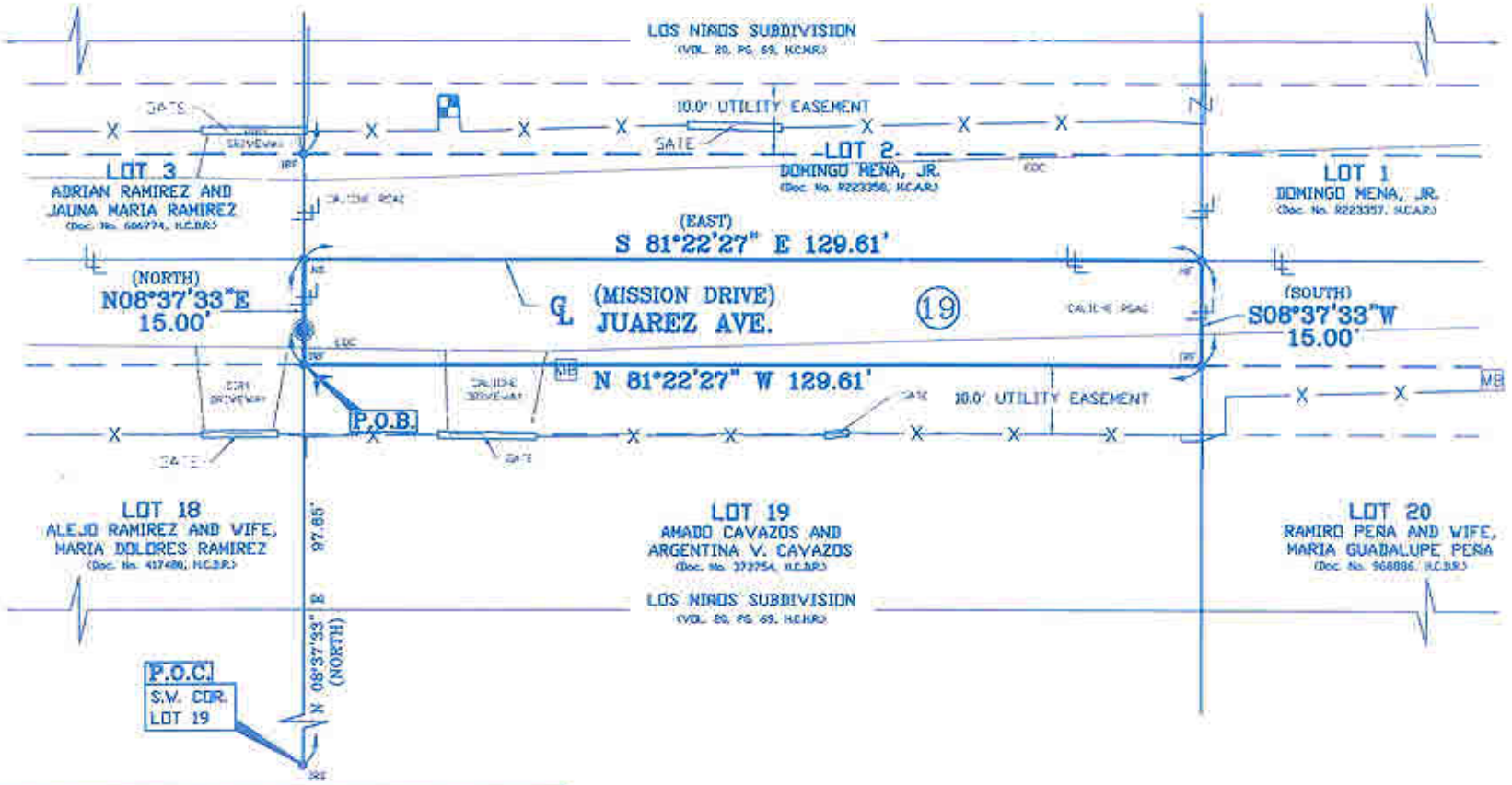
Gilberto Ayala.

Jaime Salinas

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS





PARCEL No. 19

OWNER: AMADO CAVAZOS AND
ARGENTINA V. CAVAZOS
(Doc. No. 373754, H.C.D.R.)

0.05 ACRES
OUT OF
LOT 19
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND	
MB	= MAIL BOX
MH	= MANHOLE
WM	= WATER METER
-X-	= CHAIN LINK FENCE
L	= LOT LINE
P	= PROPERTY LINE
NF	= NAIL FOUND
NS	= NAIL SET
IRF	= IRON ROD FOUND
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION	
SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	12/14/07
BOUNDARY	

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MCALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed on September 26, 2007, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

d 9-28-63

14

1993

d Ramiro Pena

17th October

Ramiro Pena

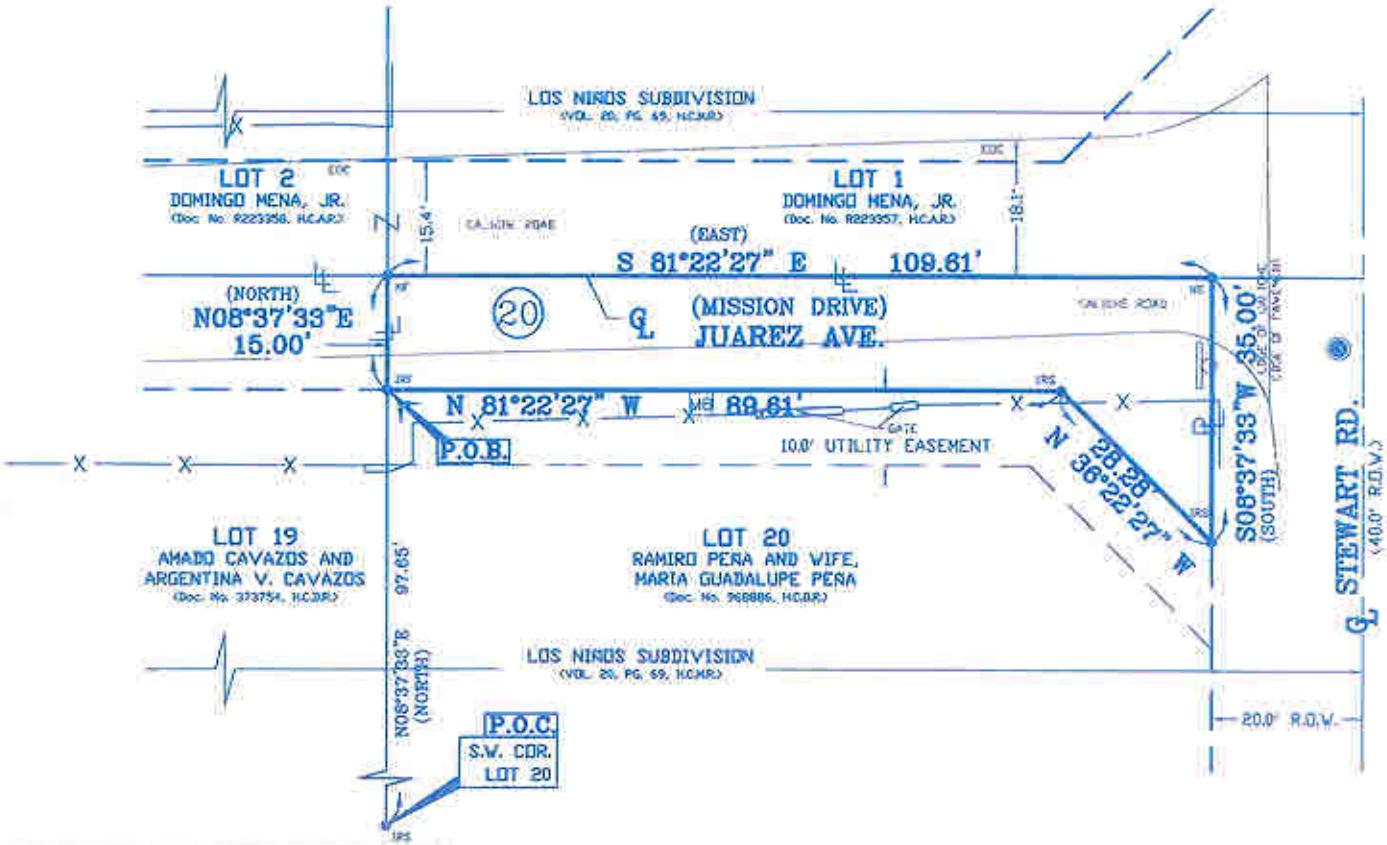
Jaime Sal

JAIME SALINAS
Notary Public, State of Texas
My Commission Expires
09-06-2009

LAND SURVEYORS

RVEYED N THE





PARCEL No. 20

OWNER: RAMIRO PEÑA AND WIFE,
MARIA GUADALUPE PEÑA
(Doc. No. 968886, H.C.O.R.)

0.04 ACRES
OUT OF
LOT 20
LOS NIÑOS SUBDIVISION
(VOL. 0, PG. 24, H.C.M.R.)

LEGEND	
MB	= MAIL BOX
MH	= MANHOLE
SIGN	= SIGN
-X-	= CHAIN LINK FENCE
	= LOT LINE
	= PROPERTY LINE
MF	= NAIL FOUND
NS	= NAIL SET
IRF	= IRON ROD FOUND
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
EOC	= EDGE OF CALICHE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
R.O.W.	= RIGHT OF WAY
H.C.O.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

PROJECT INFORMATION	
SURVEYED DATE:	09/26/07
JOB NO.:	070831
DRAWN BY:	A.S.
CHECKED BY:	C.V.
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FAX (956) 618-1547
www.cvols.com

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

SURVEYOR'S CERTIFICATION

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Carlos Vasquez
R.P.L.S. No. 4668
STATE OF TEXAS

AI-8499 **11.A.**

2008 Tobacco Settlement Distribution Report
CC REGULAR

Date: 04/01/2008
Submitted By: Yvonne Torres, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Area: Auditor's Office

Information

CAPTION

Requesting approval to submit the 2008 Tobacco Settlement Distribution Report; and authorizing County Judge to execute the report.

BACKGROUND

The Tobacco Settlement Report is annually prepared and submitted to the Texas Department of State Health Service on or before March 31. The report reflects any un-reimbursed health care expenditures incurred during January 1, 2007 - December 31, 2007. The Tobacco Settlement Report will be utilized by the Texas Department of State and Health Services to determine the amount of proceeds from the Tobacco Settlement Permanent Trust Account to distribute to Hidalgo County.

Fiscal Impact

Attachments

Link: Approved Agenda Request Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/19/2008 08:41 AM	APRV
2	Erika Reyna		03/20/2008 04:15 PM	NEW
Form Started By: Yvonne Torres			Started On: 03/19/2008 08:10 AM	
Final Approval Date: 03/20/2008				

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

NO.

DATE: March 19, 2008 MEETING DATE REQUEST: March 25, 2008

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

DEPARTMENT: Hidalgo County Auditor's Office PHONE: (956) 318 - 2511 FAX: (956) 292-7602

3/19/08 RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

CAPTION: ***AGENDA***

Requesting approval to submit the 2008 Tobacco Settlement Distribution Report; and authorizing County Judge to execute the report.

BUDGETARY IMPACT: $

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

The Tobacco Settlement Report is annually prepared and submitted to the Texas Department of State Health Service on or before March 31. The report reflects any un-reimbursed health care expenditures incurred during January 1, 2007-December 31, 2007. The Tobacco Settlement Report will be utilized by the Texas Department of State and Health Services to determine the amount of proceeds from the Tobacco Settlement Permanent Trust Account to distribute to Hidalgo County.

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

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

Account Code: Impact on Future Budget: Yes No

COMMENTS:

ACTION TAKEN BY COMMISSIONER'S COURT:

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

MOTION MADE BY: SECONDED BY: VOTE:

AI-8516 **11.B.**

2008 Texas Association of Counties- County Investment Officer annual dues

CC REGULAR

Date: 03/25/2008
Submitted By: Becky Morales, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Area: Auditor's Office

Information

CAPTION

Request approval to pay 2008 Texas Association of Counties - County Investment Officer annual dues.

BACKGROUND

Investment training help county invest officers get the most return on the taxpayer's dollar. The Texas Association of Counties (TAC) provides formal education for county investment officers, including an optional certification program which allows investment officers to earn and maintain the certified County Investment Officer (CIO) credential. Through membership with TAC, CIOs have the opportunity to receive continuing education without additional registration charges.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-21-170-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

$1,650.00 available balance at 03/20/2008.

Attachments

Link: TAC dues-CIO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/20/2008 12:19 PM	APRV
2	Rey Salazar	Rey Salazar	03/20/2008 12:57 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Becky Morales Started On: 03/20/2008 09:52 AM

Final Approval Date: 03/20/2008

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

No: _____

DATE: March 20, 2008 MEETING DATE REQUEST: March 25, 2008

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO

DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION: **REGULAR AGENDA**

Request approval to pay 2008 Texas Association of Counties - County Investment Officer annual dues.

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

Investment training helps county investment officers get the most return on the taxpayer's dollar. The Texas Association of Counties provides formal education for county investment officers, including an optional certification program which allows investment officers to earn and maintain the certified County Investment Officer (CIO) credential. Through membership with TAC, CIOs have the opportunity to receive continuing education without additional registration charges.

BUDGETARY IMPACT: **$0**

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: 8-1100-415-21-170-001-0-8 HUMAN RESOURCES: _____

DEPT/FUND NO: _____ AMT EXPENDED: $1,650.00 FUNDS/STAFFING BUDGETED: Yes____ No ____

ACCOUNT CODE: _____ IMPACT ON FUTURE BUDGET: YES ____ No ____

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

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

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

Texas Association of Counties

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

January 30, 2008

For TAC Use:
212927 / 212927

Invoice No. 20507

Mr. Raymundo Eufracio, CPA, CIO
Auditor
Hidalgo County
2802 South Business Highway 281
Edinburg, TX 78540-1356

DESCRIPTION		AMOUNT
County Investment Officer Annual Dues	(01/01/2008 - 12/31/2008)	200.00
	Total Due	**200.00**

REMIT TO: Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

INVOICE RECEIVED BY:

N Pena ON 3/19/08

GOODS/SERVICES RECEIVED BY:

ON 2008

Texas Association of Counties

P. O. Box 2131
Austin, Texas 78768
(800) 456-5974

INVOICE

January 30, 2008

For TAC Use:
219048 / 219048

Invoice No. 20534

Ms. Linda Fong, CIO
First Assistant County Auditor
Hidalgo County
100 East Cano, Third Floor
Edinburg, TX 78539

DESCRIPTION	AMOUNT
County Investment Officer Annual Dues (01/01/2008 - 12/31/2008)	200.00
Total Due	**200.00**

REMIT TO: Texas Association of Counties
CIO Dues
P.O. Box 2131
Austin, TX 78768

INVOICE RECEIVED BY:

N. Pena ON 3/19/08

GOODS/SERVICES RECEIVED BY:

Linda Fong ON 2008

AI-8455 **12.A.**

Sam's Club Invoice
CC REGULAR

Date: 03/25/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

1. Request authorization and approval to pay outstanding Purchase Order No. 596910 for Sam's Club in the amount of $870.60 (01/10/2008) that required the use of a credit card at the time of purchase.

2. Request authorization and approval to pay Sam's Club invoice for late fees and finance charges in the amount of $46.69.

BACKGROUND

Sam's credit card was used to purchase much needed tables and chairs for the McAllen Palmer Pavilion. These items were purchased back on 01/10/2008 and due to the payment delay we are now paying late fees and finance charges. Copies of both statements are attached.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO #596910 is $870.60 as of 2-18-08 for Sam's Club.
Available Balance for object code 855 $200.00 to pay for pending late fees & finance charges for Sams Club.

Attachments

Link: My Computer M Drive

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/18/2008 10:42 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/18/2008 01:11 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 03/18/2008 09:44 AM

Final Approval Date: 03/20/2008

Payment Due Date	Minimum Payment Due	New Balance	Account Number
03/03/2008	$50.00	$870.60	771 5 09 0413941410

603220509041394141O

AMOUNT PAID $ _____ . __

☐ New address or email? Check the box at left and print changes on back.

HIDALGO COUNTY PRECI
YOLANDA CISNEROS
301 E STATE AVE
PHARR TX 78577-3977

27276 413

Make Payment To: SAM'S CLUB
P.O. BOX 530970
ATLANTA, GA 30353-0970

00050000004796 0005000000870600O0 771509041394141O 22

Detach and mail this portion with your check to SAM'S CLUB . Please use blue or black ink. Write your account number on your check.

ACCOUNT INFORMATION

Account Number :	771 5 09 0413941410
Billing Date :	02/07/2008
Payment Due Date :	03/03/2008
Days In Billing Period :	31
Total Credit Line :	$5,000.00
Total Available Credit :	$4,129.00

BALANCE SUMMARY

Previous Balance	$0.00
(-) Payments & Credits	$0.00
(+/-) FINANCE CHARGE(net)	**$0.00**
(+) Purchases	$870.60
(+) Insurance, Fees & Adjustments	$0.00
(=) New Balance	$870.60
Minimum Payment	$50.00

* See reverse for cash advance guidelines

TRANSACTIONS

Date	Invoice Number	Description			Amount
01/10	009026	E JACKSON MCALLEN TX			$870.60
		TOTAL FOR AUTHORIZED BUYER NO	22	$870.60	

THE PERIODIC RATE SHOWN ON THIS STATEMENT MAY VARY, EXCEPT IN PR.

FINANCE CHARGE SUMMARY

How Your FINANCE CHARGE Was Calculated	Balance Subject To Finance Charge	Daily Periodic Rate	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Balance Method Calculation # (See Reverse)
Regular Purchases	$0.00	.05151%	18.80%	$0.00	2D
ANNUAL PERCENTAGE RATE		18.800%	Total Periodic FINANCE CHARGE		$0.00

MEMBER NEWS & INFORMATION

Your Sam's Club® Credit Account offers peace of mind with zero fraud liability. Don't forget, you won't be held responsible for unauthorized charges on your card, so you can enjoy safety and security with your Sam's Club Credit Account.

Love is in the air and Valentine's Day is right around the corner! Show your loved ones how much you care with jewelry, flowers and chocolates from Sam's Club®. Visit your local Club today or start shopping right now at samsclub.com.

Start 2008 off right! Become a Sam's Club Plus Member and save all year long!

596910
8-1212-452-00-122-008-0-664
REQ. #124242

MEMBER SERVICE: For account information, log onto: samsclubcredit.com, or call toll free 1-800-203-5764.
This account is not registered, the authentication code is: SCLP014
PAYMENT DUE BY 5P.M. ON THE DUE DATE. See reverse side for details.
NOTICE: See reverse side for billing rights and other important information.

Sam's CLUB

HIDALGO COUNTY PRECI 27276

ACCOUNT #: 771 5 09 0413941410 P.O. #: 596910
INVOICE#: 009026 DATE OF SALE : 011008 CLUB#: 8250
TRANSACTION#: 9026 AUTHORIZATION : 001021 REGISTER#: 4

S.K.U.	DESCRIPTION	QUANTITY	UNIT	PRICE	EXT. PRICE
003787258	FOLDING CHAIR	24.000	EA	$19.8300	$475.92
005517548	60" ROUND TABLE	4.000	EA	$98.6700	$394.68

SUB $870.60 TAX $0.00

TOTAL INVOICE	$870.60
CREDITS TOTAL	$0.00
BALANCE DUE	$870.60

0-678 1-0

INVOICE RECEIVED BY:
Mary ON 2/13/08
GOODS/SERVICES RECEIVED BY:
Armanda Rivera ON 2/7/08

RECEIVED BY
COUNTY AUDITOR
2008 FEB 21 PM 3 23



CLUB MANAGER
(956) 618 - 3363
Fax and Pull # (956)618-5252
MCALLEN, TX
01/10/08 10:02 9026 8250 004 1578

X MEMBER 101-22413941410

THANK YOU,
HIDALGO COUNTY PRECINCT 2

24 @ 19.83

830141	CHAIR	475.92 E
925513	ROUND TABLE	98.67 E
925513	ROUND TABLE	98.67 E
925513	ROUND TABLE	98.67 E
925513	ROUND TABLE	98.67 E
	SUBTOTAL	870.60
	SUBTOTAL	870.60
	TOTAL	870.60
	SAMS B CREDIT	870.60

P.O. # 596910
ACCOUNT # 1410
APPROVAL # 001021
CHANGE DUE 0.00
DISTRIBUTOR NUMBER: 00003733

 # ITEMS SOLD 28

TC# 0436 2395 3313 3036 4803 9

Redeem your Gift Card today!
01/10/08 10:03:57

INVOICE RECEIVED BY:
_____ ON 1/10/08
GOODS/SERVICES RECEIVED BY:
_____ ON 1/10/08

2008 FEB 21 PM 3 23

Purchase Order

COUNTY OF HIDALGO

PO#: 596910

DATE: 01/08/08

VENDOR: 282952 REQ:00124242

Email:

Phone: (956)683-8895

SAM'S CLUB PHARMACY
1400 E. JACKSON
MCALLEN TX 78503

BUYER: YJACKSON
SHIP TO: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

CONTACT:
SITE: HIDALGO CO. PCT 2

Special Instructions:
REQ.#0007

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		NEW TABLES AND CHAIRS FOR THE PALMER PAVILION AT 301 E. HACKBERRY MCALLEN, TEXAS		
4	EACH	TABLES	98.67	394.68
24	EACH	CHAIRS	19.83	475.92
		PALMER PAV.		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	870.60

****

For Hidalgo County use only

8-1212-452-00-122-008-0-664 870.60

Approved _____

RECEIVED BY
COUNTY AUDITOR
2008 JAN 10 AM 8 46

Authorized by: Martha L. Salazar

Sam's CLUB

Payment Due Date	Past Due Amount	Minimum Payment Due	New Balance	Account Number
04/01/2008	$50.00	$100.00	$917.29	771 5 09 0413941410

603220509041394141O

AMOUNT PAID $ _____ . __

☐ New address or email? Check the box at left and print changes on back.

Minimum payment due includes $50.00 past due. Please pay minimum payment amount PROMPTLY.

HIDALGO COUNTY PRECI
YOLANDA CISNEROS
301 E STATE AVE
PHARR TX 78577-3977

41949 413

Make Payment To: SAM'S CLUB
P.O. BOX 530970
ATLANTA, GA 30353-0970

00100000004796 00100000091729000 771509041394141O 22

Detach and mail this portion with your check to SAM'S CLUB . Please use blue or black ink. Write your account number on your check.

ACCOUNT INFORMATION

Account Number :	771 5 09 0413941410
Billing Date :	03/07/2008
Payment Due Date :	04/01/2008
Days In Billing Period :	29

BALANCE SUMMARY

Previous Balance	$870.60
(-) Payments & Credits	$0.00
(+/-) FINANCE CHARGE(net)	**$17.69**
(+) Purchases	$0.00
(+) Insurance, Fees & Adjustments	$29.00
(=) New Balance	$917.29
Minimum Payment	$100.00

TRANSACTIONS

Date	Invoice Number	Description	Amount
03/05		LATE FEE	$29.00
03/07		*FINANCE CHARGE*	$17.69

THE PERIODIC RATE SHOWN ON THIS STATEMENT MAY VARY, EXCEPT IN PR.

THE PERIODIC RATE SHOWN ON THIS STATEMENT MAY VARY.

FINANCE CHARGE SUMMARY

How Your FINANCE CHARGE Was Calculated	Balance Subject To Finance Charge	Daily Periodic Rate	CORRESPONDING ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Balance Method Calculation # (See Reverse)
Regular Purchases	$882.08	.06916%	25.24%	$17.69	2D
ANNUAL PERCENTAGE RATE		25.240%	Total Periodic FINANCE CHARGE		$17.69

MEMBER NEWS & INFORMATION

YOUR ACCOUNT HAS 2 PAYMENTS DUE. PLEASE MAIL THE MINIMUM PAYMENT DUE TODAY. PLEASE DISREGARD IF PAYMENT HAS ALREADY BEEN MAILED.

March Madness is here! Watch all the basketball action on a new flat-screen TV from Sam's Club®. Visit the electronics department of your local Club to learn more about all the merchandise to watch the game in style!

Get ready for Spring! Visit your local Club or samsclub.com for a great selection of outdoor furniture, grills, sporting goods and more! Items subject to availability at some Clubs and online.

8-1212-452-00-122-008-0-855

INVOICE RECEIVED BY:
[illegible] ON 3/17/08

GOODS/SE[illegible] RECEIVED BY:
Hector Palacios ON 3/7/08

MEMBER SERVICE: For account information, log onto: samsclubcredit.com, or call toll free 1-800-203-5764.
This account is not registered, the authentication code is: SCLP914
PAYMENT DUE BY 5P.M. ON THE DUE DATE. See reverse side for details.
NOTICE: See reverse side for Billing Rights and other important information.

AI-8483 **12.B.**

Creation of a Tire Repair/Maintenance Position
CC REGULAR

Date: 03/25/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

1. Discussion, consideration and approval to create one permanent full-time Tire Repair/Maintenance position, slot no. 122-006-0056 (Road & Bridge) at $21,840.00 per year.
2. Approval of revised salary schedule

BACKGROUND

Job description of new position and Personnel Adjustment Request Form

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Lapsed funding available as of 03/20/2008. RC

Attachments

Link: Job Description
Link: Fiscal Note
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/19/2008 07:31 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/20/2008 10:08 AM	APRV
3	Dina Trevino		03/20/2008 04:15 PM	NEW

Form Started By: Yolanda Cisneros Started On: 03/18/2008 03:08 PM

Final Approval Date: 03/20/2008

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

JOB TITLE: Tire Repair/Maintenance FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUSES: NON EXEMPT

SUMMARY

Employee will repair flat tires and assist with miscellaneous maintenance related duties. Employee shall assist mechanics, pick up supplies, minor welding work and perform minor repairs on vehicle/equipment (as instructed by mechanics.) Employee shall be dispatched to all covered areas of the precinct for repairs as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Will be required to repair and/or replace tires as needed.
- May assist with repairs and performs preventative maintenance on all Precinct vehicle/equipment.
- Will be required to order and stock all pertinent supplies and parts as needed for the tire repairs.
- Must keep detailed daily log.
- Must keep tire inventory.
- Assist in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- May perform minor welding work/repairs.
- May load material, trash, brush, etc. onto truck. May sometimes unload the same.
- Maintains shop area clean on daily basis.
- Regular attendance is a must.
- Ability to work well with others.

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) preferred.
- Minimum of three continuous years experience repairing tires.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License; CDL "B" or higher (preferred).
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment and vehicles.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Weekend & extended hours as needed, shall work a minimum of one weekend and/or holiday approximately every 3 months.
- 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.

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 and kneel.

The employee must occasionally lift and/or move over forty (40) 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 encounter while performing the essential functions of this job.

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

SAFETY REQUIREMENTS

Maintain physical conditions 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
- Handling financial affairs effectively and honestly;

- Maintaining confidentiality;
- Demonstrating intellectual capabilities;

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations

Hidalgo County 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: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, March 25, 2008

Agenda Item: AI-8483

Summary of request/proposal: The precinct no. 2office is requesting approval to create one permanent full-time position Tire Repair/Maintenance position, slot no. 122-006-0056 and set salary at $21,840.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Salary Requested
1202	Tire Repair/ Maintenance	0056	113	0.00	21,840.00	21,840.00
						21,840.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1202-431-00-122-006-0-	113	PCT.2 P/U RD-	PERM F/T EMPL	16,838.47
8-1202-431-00-122-006-0-	211	PCT.2 P/U RD-	HEALTH INSURANCE	3,210.41
8-1202-431-00-122-006-0-	212	PCT.2 P/U RD-	LIFE INSURANCE	25.44
8-1202-431-00-122-006-0-	220	PCT.2 P/U RD-	FICA	1,288.14
8-1202-431-00-122-006-0-	230	PCT.2 P/U RD-	RETIREMENT	1,478.42
8-1202-431-00-122-006-0-	250	PCT.2 P/U RD-	UNEMPLOYMENT COMP	84.19
8-1202-431-00-122-006-0-	260	PCT.2 P/U RD-	WORKER'S COMP	1,661.96
			2008 Budgetary Impact	24,587.03

2009 Budgetary Impact: 31,890.12

Possible Funding Sources: WITHIN DEPARTMENT BUDGET/ LAPSED FUNDING

Budget Office Recommendation:

Hidalgo Co. Budget Office

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1202-431-00-122-006-0
PCT.2 P/U RD

AI-8483

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$63,495.00	$0.00	$63,495.00	0.04	$2,540.00	$0.00	$66,035.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	FIELD OPER DIR	$61,500.00	$0.00	$61,500.00	0.04	$2,460.00	$0.00	$63,960.00	$63,960.00	$480.00	$0.00	$0.00	$0.00	$0.00	$64,440.00
0003	113	RESEARCH AND DEVELOPMENT DIRECTOR	$44,908.00	$0.00	$44,908.00	0.04	$1,796.00	$0.00	$46,704.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	EXECUTIVE ASSISTANT	$41,744.00	$0.00	$41,744.00	0.04	$1,670.00	$0.00	$43,414.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0005	113	HR COORDINATOR	$40,000.00	$0.00	$40,000.00	0.04	$1,600.00	$0.00	$41,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0006	113	SAFETY COORDIN	$39,112.00	$0.00	$39,112.00	0.04	$1,564.48	$0.00	$40,676.00	$40,676.00	$480.00	$0.00	$0.00	$0.00	$0.00	$41,156.00
0007	113	ACCOUNTANT	$38,000.00	$0.00	$38,000.00	0.04	$1,520.00	$0.00	$39,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0008	113	SPECIAL PROJECTS/PROGRAMS MGR	$47,500.00	$0.00	$47,500.00	0.04	$1,900.00	$0.00	$49,400.00	$49,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49,400.00
0009	113	ASST FIELD/OP DIR	$36,243.00	$0.00	$36,243.00	0.04	$1,450.00	$0.00	$37,693.00	$36,975.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$38,235.00
0010	113	HEAVY EQUIPMENT OPERATOR III	$32,553.00	$0.00	$32,553.00	0.04	$1,302.12	$0.00	$33,855.00	$33,855.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,455.00
0011	113	HEAVY EQUIPMENT OPERATOR III	$31,749.00	$0.00	$31,749.00	0.04	$1,270.00	$0.00	$33,019.00	$24,960.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,960.00
0012	113	HEAVY EQ OP III	$31,749.00	$0.00	$31,749.00	0.04	$1,269.96	$0.00	$33,019.00	$33,019.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,039.00
0013	113	HEAVY EQ OP III	$31,749.00	$0.00	$31,749.00	0.04	$1,270.00	$0.00	$33,019.00	$30,884.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$31,904.00
0014	113	MECHANIC III	$31,816.00	$0.00	$31,816.00	0.04	$1,273.00	$0.00	$33,089.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	OFFICE COORDINATOR	$29,094.00	$0.00	$29,094.00	0.04	$1,164.00	$0.00	$30,258.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	HEAVY EQUIPMENT OPERATOR II	$27,292.00	$0.00	$27,292.00	0.04	$1,092.00	$0.00	$28,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0017	113	MECHANIC II	$27,111.00	$0.00	$27,111.00	0.04	$1,084.44	$0.00	$28,195.00	$28,195.00	$600.00	$0.00	$0.00	$0.00	$0.00	$28,795.00
0018	113	A/P CLERK	$27,093.00	$0.00	$27,093.00	0.04	$1,083.72	$0.00	$28,177.00	$28,177.00	$900.00	$0.00	$0.00	$0.00	$0.00	$29,077.00
0019	113	INVENTORY CLK	$26,729.00	$0.00	$26,729.00	0.04	$1,069.16	$0.00	$27,798.00	$27,798.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,798.00
0020	113	CLERK/RECEPTIONIST	$25,860.00	$0.00	$25,860.00	0.04	$1,034.00	$0.00	$26,894.00	$26,894.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,894.00
0021	113	OFFICE CLERK	$25,860.00	$0.00	$25,860.00	0.04	$1,034.00	$0.00	$26,894.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0022	113	TRCK DRVER III	$25,782.00	$0.00	$25,782.00	0.04	$1,031.28	$0.00	$26,813.00	$26,813.00	$660.00	$0.00	$0.00	$0.00	$0.00	$27,473.00
0023	113	TRCK DRVER III	$25,514.00	$0.00	$25,514.00	0.04	$1,021.00	$0.00	$26,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0024	113	TRCK DRVER III	$25,514.00	$0.00	$25,514.00	0.04	$1,021.00	$0.00	$26,535.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0025	113	HEAVY EQ OP II	$25,342.00	$0.00	$25,342.00	0.04	$1,014.00	$0.00	$26,356.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0026	113	TRCK DRIVER I	$24,572.00	$0.00	$24,572.00	0.0407	$1,000.00	$0.00	$25,572.00	$23,646.92	$960.00	$0.00	$0.00	$0.00	$0.00	$24,606.92
0027	113	TRCK DRIVER II	$24,136.00	$0.00	$24,136.00	0.04143	$1,000.00	$0.00	$25,136.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	TRCK DRIVER II	$24,016.00	$0.00	$24,016.00	0.04164	$1,000.00	$0.00	$25,016.00	$25,016.00	$900.00	$0.00	$0.00	$0.00	$0.00	$25,916.00
0029	113	TRCK DRIVER II	$24,016.00	$0.00	$24,016.00	0.04164	$1,000.00	$0.00	$25,016.00	$23,748.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,168.00
0030	113	TRF SA/SPC III	$23,991.00	$0.00	$23,991.00	0.04168	$1,000.00	$0.00	$24,991.00	$23,646.92	$360.00	$0.00	$0.00	$0.00	$0.00	$24,006.92
0031	113	HEAVY EQUIPMENT OPERATOR II	$23,828.00	$0.00	$23,828.00	0.04197	$1,000.00	$0.00	$24,828.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0032	113	TRCK DRIVER II	$23,790.00	$0.00	$23,790.00	0.04203	$1,000.00	$0.00	$24,790.00	$24,790.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$25,930.00
0033	113	MAINTENANCE I	$23,265.00	$0.00	$23,265.00	0.04298	$1,000.00	$0.00	$24,265.00	$24,265.00	$960.00	$0.00	$0.00	$0.00	$0.00	$25,225.00
0034	113	TRUCK DRIVER II	$23,059.00	$0.00	$23,059.00	0.04337	$1,000.00	$0.00	$24,059.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	MAINTENANCE II	$22,204.00	$0.00	$22,204.00	0.04504	$1,000.00	$0.00	$23,204.00	$22,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,840.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1202-431-00-122-006-0
PCT.2 P/U RD

AI-8483

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0036	113	MAINTENANCE II	$21,840.00	$0.00	$21,840.00	0.04579	$1,000.00	$0.00	$22,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0037	113	TRF SA/SPC I	$21,355.00	$0.00	$21,355.00	0.04683	$1,000.00	$0.00	$22,355.00	$20,905.60	$0.00	$0.00	$0.00	$0.00	$0.00	$20,905.60
0038	113	MAINTENANCE I	$20,753.00	$0.00	$20,753.00	0.04819	$1,000.00	$0.00	$21,753.00	$21,753.00	$480.00	$0.00	$0.00	$0.00	$0.00	$22,233.00
0039	113	MAINTENANCE I	$20,753.00	$0.00	$20,753.00	0.04819	$1,000.00	$0.00	$21,753.00	$20,345.00	$420.00	$0.00	$0.00	$0.00	$0.00	$20,765.00
0040	113	MAINTENANCE I	$20,338.00	$0.00	$20,338.00	0.04917	$1,000.00	$0.00	$21,338.00	$20,285.46	$0.00	$0.00	$0.00	$0.00	$0.00	$20,285.46
0041	113	MAINTENANCE I	$19,984.00	$0.00	$19,984.00	0.05004	$1,000.00	$0.00	$20,984.00	$20,215.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,215.00
0042	113	MAINTENANCE I	$19,984.00	$0.00	$19,984.00	0.05004	$1,000.00	$0.00	$20,984.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0043	113	MAINTENANCE I	$19,703.00	$0.00	$19,703.00	0.05075	$1,000.00	$0.00	$20,703.00	$20,345.00	$300.00	$0.00	$0.00	$0.00	$0.00	$20,645.00
0044	113	TRAF SA/SP I	$19,345.00	$0.00	$19,345.00	0.05169	$1,000.00	$0.00	$20,345.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,689.00
0045	113	TRAF SA/SP I	$19,345.00	$0.00	$19,345.00	0.05169	$1,000.00	$0.00	$20,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T046	121	MAINTENANCE	$17,689.00	$0.00	$17,689.00	0.05653	$1,000.00	$0.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T047	121	MAINTENANCE	$17,689.00	$0.00	$17,689.00	0.05653	$1,000.00	$0.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T048	121	MAINTENANCE	$17,689.00	$0.00	$17,689.00	0.05653	$1,000.00	$0.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T051	121	MAINTENANCE	$17,689.00	$0.00	$17,689.00	0.05653	$1,000.00	$0.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T052	121	MAINTENANCE	$17,689.00	$0.00	$17,689.00	0.05653	$1,000.00	$0.00	$18,689.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	114	OFFICE CLERK	$9,360.00	$0.00	$9,360.00	0.04	$374.00	$0.00	$9,734.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0056	**113**	**TIRE REPAIR/MAINTENANCE**	**$0.00**	**$21,840.00**	**$21,840.00**	**0**	**$0.00**	**$0.00**	**$21,840.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$1,401,391.00	$21,840.00	$1,423,231.00		$59,908.16	$0.00	$1,483,138.00	$762,096.90	$13,440.00	$0.00	$0.00	$0.00	$0.00	$775,056.90

NEW PROPOSED POSITION, PENDING CC APPROVAL.

AI-8419 **13.A.5.**

Internal Revenue Code 457 Deferred Compensation Plan
CC REGULAR

Date: 03/25/2008
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action on:
A. Return/reject the sole response received in connection with the request for proposals for: "Internal Revenue Code 457 Deferred Compensation Plan"with authoriity to re-advertise same so as to permit modifications by Consultant to the qualifications, requirements, scope of services and/or specifications and thus attempt to increase/attract more participation by providers, OR, in the alternative;

B. Accept the sole response received in connection with the request for proposals for: "Internal Revenue Code 457 Deferred Compensation Plan", with direction for Consultant to proceed with analysis/evaluation for submission of recommendation to Commissioners' Court.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

The contributions are the responsibility of the participating employees. There is no cost to County.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/18/2008 11:29 PM	APRV
2	Budget & Management	Dina Trevino	03/19/2008 06:52 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/19/2008 12:39 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Gricelda Villarreal Started On: 03/13/2008 01:41 PM

Final Approval Date: 03/20/2008

AI-8448 **13.A.6.**

Fuel Credit Card Use Policy
CC REGULAR

Date: 03/25/2008
Submitted By: Ramon Vela, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to newly adopted "Fuel Credit Card Use Policy", requesting discussion, consideration and action for the following requests:

A) Emergency Services Director and Fire Marshal, A.A. "Tony" Pena, Jr., is requesting ability to increase limits from 2 fill-ups/day to 4 fill-ups/day and monthly amount limit from $500.00 to $750.00/month/card;

B) Hidalgo County WIC Program Director, Norma L. Longoria M.S.,L.D., is requesting ability to increase limits from $500.00/month to $900.00/month inasmuch as Mobile unit services both Hidalgo and Starr County clients;

C) Hidalgo County DBM-Safety Division Director, Roy Quintanilha is requesting ability to increase limits from 2 fill-ups/day to 4 fill-ups/day and monthly amount limit from $500.00 to $1,000.00/month/vehicle.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Emergency Services: 8-1100-422-10-300-001-0-682 Available account balance as of 03/20/08 $ 7,000.00.
WIC: 8-1292-441-00-350-001-8-682 Available account balance as of 03/20/08 $ 3,934.00.
DBM-Safety Division: 8-1100-419-50-115-059-0-682 Available account balance as of 03/20/08 $ 5,039.78.

Attachments

Link: Fuel Card
Link: Mr. Q

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008 02:16 PM	APRV
2	Budget & Management	Dina Trevino	03/19/2008 02:46 PM	APRV
3	Erika Reyna	Erika Reyna	03/20/2008 10:10 AM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Ramon Vela Started On: 03/18/2008 08:15 AM

Final Approval Date: 03/20/2008

COUNTY of HIDALGO

Women, Infants and
Children Nutrition Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

To: Marty Salazar, Purchasing Agent
Hidalgo County Purchasing Department

Cc: Moises Salazar, Buyer II

From: Margarita Gonzalez, Adminitrative Technician II

Thru: Norma L. Longoria M.S.,L.D. NL
WIC Director

Date: March 3, 2008

RE: INCREASE OF FUEL CARDS

On the fuel credit card limit of $500.00 is not sufficeint for the WIC Mobile, we need an additonal increase of $400.00 per month. Mr. Juan Antonio Alonzo fuel's twice - week and that's half a tank. T he WIC Mobile goes to different locations here in Hidalgo and Starr County to service clients.
Thank you for your attention to this matter.

Laura

Hidalgo County Judges Office
Emergency Services

Memorandum

Date: March 12, 2008

To: Commissioner's Court via Marty Salazar, Valde Guerra

From: A.A. "Tony" Pena, Jr

Re: Com-Data Fuel Cards Fill-up and Spending Limit.

I hereby request that the Com-Data fuel cards that are assigned to Emergency Services – Emergency Management and Fire Marshal's Office have the ability to acquire 4 fill-ups per day limit, and a 750.00 per month cap per card.

We find ourselves travelling for training and on assignments that require us to fill up more than twice in the same date. Based on the rising fuel costs, I believe we will exceed the 500.00 per vehicle per month limit very quickly.

Please take into consideration that during the last 60 day response to fires in our area, the assignments have taken us into adjoining counties that are very rural and that do not always have pay at the pump features.

Thank You for your consideration and cooperation with this matter.

RECEIVED
MAR 12 2008
By 3:12 pm

Department of Budget & Management
Safety Division
P.O. Box 1356
Edinburg, Texas 78539

To: Mr. Valde Guerra
Executive Officer for Commissioners Court

From: Roy Quintanilha
Safety Director

Date: March 17, 2008

Ref: Variance of the Fuel Policy

I feel that the limits set in the fuel policy are fair; however I am requesting a variance in the approved amounts:

- Currently allowed two (2) fuel ups in a day. I am requesting four (4) per day.
- Currently allowed $500.00 a month per vehicle. I am requesting $800.00 to $1,000.00 per vehicle.

Our department is designated to assist Emergency Management in Critical Incidents. There may come a time that we will have to exceed the aforementioned policy limits. I can assure you that we will diligently monitor our fuel consumption.

cc: Ms. Martha Salazar, Hidalgo County Purchasing Agent

AI-8497 **13.A.7.**

STANDING ITEM-Juvenile Justice Center Ratification of Change Order No. 4

CC REGULAR

Date: 03/25/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Request for approval to correct previous action taken in CC 03/21/07 on Change Order. 4 to read Utilities Change Order No. 1 , in connection with, "Construction of the Juvenile Justice Center" with contracted vendor, Descon Construction, L.P. C-05-007-08-02

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-423-32-330-042-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 555421 available balance as of 3/20/08 $0.00; No Budgetary Impact.

Attachments

Link: Utilities Change Order No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008 01:02 AM	APRV
2	Budget & Management	Dina Trevino	03/19/2008 08:40 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2008 10:00 AM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/18/2008 03:53 PM

Final Approval Date: 03/20/2008

AI-2992 **20.A.10.**

STANDING ITEM-JUVENILE JUSTICE CENTER Change Order No. 4
CC REGULAR

Date: 03/21/2007
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of Change Order No. 4 (Change 48" manhole to 60" by 25' in depth to make the final connection for the sanitary sewer line as per the City of Edinburg) in connection with the "Construction of the Juvenile Justice Center" in the amount of $4,960.00 from contracted vendor, Descon Construction, LP, and as recommended by project engineer, Quintanilla, Headley and Associates, Inc., with authority for County Judge to execute document. C-05-007-08-02

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 7-1334-423-32-330-042-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

PO 555421 has an available balance of $262,704.00 and account avail balance of $159,254.76 as of 3/16/07.

Attachments

Link: Juvenile-Descon Change Order No. 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/16/2007 10:25 AM	APRV
2	Budget & Management	Dina Trevino	03/16/2007 01:10 PM	APRV
3	Dale Kennan	Dale Kennan	03/16/2007 02:52 PM	APRV
4	Auditor's Office	Linda Fong	03/17/2007 10:04 AM	APRV
5	Court Administrator	Monica Badillo	03/23/2007 03:25 PM	APRV

Form Started By: Rocio Villarreal Started On: 03/14/2007 04:01 PM
Final Approval Date: 03/23/2007

CONTRACT CHANGE ORDER REQUEST

Owner: County of Hidalgo
100 E. Cano, 4th Floor
Edinburg, TX 78539

DATE: March 8, 2007
Utilities Change Order No. 1

Contractor/Firm

Descon Construction, L.P.
P.O. Box 3547
McAllen, TX 78502
Phone #: (956) 682-1225

Project Name/Proj. No./P.O. No.
Hidalgo County Juvenile Justice Center
C-05-007-08-02
P.O. No. 555421

You are hereby requested to comply with the following changes from the contract plans and specifications.

_____ Final Quantitative adjustments
_____ Unit Price
__X__ Quantitative Addition
_____ Quantitative deletion
_____ Time extension
_____ Other

Reason: Change 48" manhole to 60" by 25' in depth to make the final connection for the sanitary sewer line as per the City of Edinburg. This work is also to be performed on a weekend or at night as directed by the City of Edinburg. *The total cost for this manhole is $4,960.00. Extension of to be determined at a later date.

Contract price prior to change order..... $ 16,405,150.22
I. Net Increase/Decrease of this change order No. 4..... $ 4,960.00
II. Net Increase/Decrease of this change order..... $
Contract Price with change order..... $ 16,410,110.22
Increase/Decrease in time * days.

Lilia Quintanilla

Attn: Marty

COPY

Approved By: **County of Hidalgo**

3/26/07

Owner Date

Accepted By: **Descon Construction, L.P.**
Mickey C. Smith Vice President

3/12/07

Contractor Date

Recommended By; **Quintanilla, Headley and Associates, Inc.**

3-13-07

Project Engineer Date

AI-8460 **13.A.8.**

Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards

CC REGULAR

Date: 03/25/2008
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

A. Presentation for discussion, consideration, and approval of application requests for Fleet Fueling Cards through our participation/membership with Texas Procurement and Support Services (TPASS) contract with Comdata Corporration/Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officals/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:
1. WIC Program
2. Constable Precinct No. 1
3. Boot Camp (Weslaco)
4. Juvenille Detention
5. Constable Precinct No. 3

B. Requesting authority to cancel all existing/current Fleet Fueling System cards (i.e. Arguindegui Oil Co., Comdata, and commercial fuel credit cards- Conoco, Exxon, Shell & Valero) upon receipt, activation and distribution of new cards with confirmation of applicable/required training;

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-8-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

WIC Program - Available Balance as of 3-20-08 $3,934.00.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-291-001-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Constable Pct.1 - Available Balance as of 3-20-08 $1,932.00.

FISCAL YEAR: 2008 **ACCT. #:** 8-1295-423-00-330-028-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Boot Camp(Weslaco) - Available Balance as of 3-20-08 $6,000.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-32-330-001-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Juvenille Detention - Available Balance as of 3-20-08 $2,000.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-293-001-0-682
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Constable Pct. 3 - Available Balance as of 3-20-08 $40,010.50.
All funding sources were giving by departments.

Attachments

Link: Wic Request Form

Link: Boot Camp Request Form

Link: Juvenille Request Form

Link: Con. Pct. 1 Request Form

Link: Constable Pct # 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008 02:25 PM	APRV
2	Budget & Management	Dina Trevino	03/19/2008 02:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/20/2008 06:57 AM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Roli Flores Started On: 03/18/2008 10:29 AM

Final Approval Date: 03/20/2008

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department: Hidalgo County WIC Program
Billing Address: 3105 W. University
Fuel Card Manager: Norma Longoria Margarita Gonzalez
This person can not have use of the fuel card
Phone Number: 381-4646
County Email: magueGonzalez@wic.co.hidalgo.tx.us, norma.longoria@wic.co.hidalgo.tx.us
Web user Name: Mgonzalez **Password:** WIC
Hidalgo Co Acct Number: 8.1292.441.00.350.001.8.
Requested By: Norma L. Longoria Norma L Longoria
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
796-927	2001 E350 Green Van	1FTSE34F51HA5441	
796-928	2001 E350 Green Van	1FTSE34F71HA5442	
754-603	1999 Astro LS Gray Van	1GNDM19W3XB126135	
864-976	2003 Ford Motorhome	FCN535530A5407	

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	Juan Antonio	Alonzo	037362		
2	Cruz	Alcantar	069493		
3	Jesus	Reyna	100056		
4	Christopher	Martinez	122203		
5	Guadalupe	Castro	112631		
6	Rene	Gomez	037087		
7					
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COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	HIDALGO COUNTY BOOT CAMP
Billing Address:	P.O. BOX 267 EDINBURG, TX 78540
Fuel Card Manager:	ISRAEL "BUDDY" SILVA, JR
	This person can not have use of the fuel card
Phone Number:	956-969-4908
County Email:	
Web user Name:	**Password:**
Hidalgo Co Acct Number:	8-1295-423-00-330-028-0-682
Requested By:	ISRAEL "BUDDY" SILVA, JR.
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
101-9793	2007 E350 FORD	1FBSS31L77DA04888	- -
814-292	2001 E350 FORD	1FBSS31L11HB58688	

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	FERNANDO	GODINO	112003		
2	AGUSTIN	DE LA ROSA	106852		
3	GILBERT	FLORES	100684		
4	BENJAMIN	GONZALEZ	134899		
5	RENE	DE LUNA	095192		
6	RICHARD	GARZA	078913		
7	ELIUD	RUBIO	100757		
8	~~ERIC~~ ADRIANA	GUERRA	124193		
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HIDALGO COUNTY JUVENILE CENTER

Juvenile Probation Department
Juvenile Detention Facility
Juvenile Boot Camp Facility
3100 S. Hwy. 281 • P.O. Box 267
Edinburg, Texas 78540-0267
(956) 381-8600 Fax (956) 383-4280

Israel "Buddy" Silva, Jr.
Director
Chief Juvenile Probation Officer

FAX COVER SHEET

DATE: 3-18-08 TIME: 12:00 pm

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME: ATTN: Rolando Flores

( ) 252-7612

FROM: Joe Olivo

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

TOTAL NUMBER OF PAGE(S) 2, INCLUDING COVER SHEET

IF YOU DO NOT RECEIVE ALL OF THE PAGES OR IF THERE IS A PROBLEM PLEASE CALL BACK WITHIN FIVE (5) MINUTES.

TELECOPY NUMBER: (956) 383-4280

CONTACT NUMBER: (956) 381-8600

COMMENTS: Thanks Rlando

JPD
APPROVED: 11/02

– HIDALGO COUNTY JUVENILE BOARD –
MARIO E. RAMIREZ, Jr., *Overseer*
Judge, 332nd District Court

RICARDO P. RODRIGUEZ, JR *Judge, 92nd D.C.* | RIDER ELIZALDO *Judge, 93rd D.C.* | J.F. "BOBBY" FLORES *Judge, 139th D.C.* | ROSE GUERRA REYNA *Judge, 206th D.C.* | JUAN D. SALINAS III *County Judge* | JUAN R. PARTIDA *Judge, 275th D.C.* | NOE GONZALEZ *Judge, 370th D. C.* | LETTY LOPEZ *Judge, 389th D.C* | AIDA SALINAS FLORES *Judge, 398th D.C.* | THOMAS P. WINGATE *Judge, 430th D.C.*

COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department

☒ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department: HIDALGO COUNTY JUVENILE DETENTION
Billing Address: P.O. BOX 267 EDINBURG, TX 78540
Fuel Card Manager: ISRAEL "BUDDY" SILVA, JR
This person can not have use of the fuel card

Phone Number: 956-587-6200
County Email: _____ **Password:** _____
Web user Name: _____
Hidalgo Co Acct Number: 8-1100-423-32-330-001-0-682
Requested By: ISRAEL "BUDDY" SILVA, JR.
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Tag No.	Vehicle Description	VIN Number	Purchasing Dept Only Card Number
	2006 E350-FORD	1FBSS31L96HA92303	

RECEIVED
MAR 12 2008
By 1:32

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	DBM Use Only verification	Purchasing Dept Use Only Date of Signed Fuel Policy & training
1	JOE	OCHOA	078751	Pelotas	
2	JOAQUIN	VILLANUEVA	027367		RS
3	DACOBERTO	PULIDO	043362		RS
4	MARTINEZ Jr.	Jose A.	143561	AOD	RS
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COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

X Add Vehicle Card **X Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Hidalgo County Constable Pct. 1
Billing Address:	1902 Joe Stephens, Ste. 303, Weslaco, TX 78596
Fuel Card Manager:	Juan M. Hernandez
	This person can not have use of the fuel card
Phone Number:	956-447-3775
County Email:	blanca.sanchez@co.hidalgo.tx.us
Web user Name:	bsanchez **Password:** chief
Hidalgo Co Acct Number:	8-1100-421-00-291-001-0
Requested By:	Chief Deputy Blanca I. Sanchez
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	*Purchasing Dept Only* Card Number
809-180	2001 Crown Victoria	2FAFP71W71X169622	
843-027	2003 Crown Victoria	2FAFP71W43X158435	
226-794	2006 Crown Victoria	2FAFP71W06X145055	
809-188	2001 Crown Victoria	2FAFP71W01X169624	
226-793	2006 Expedition	1FMPU15526LA67361	
770-040	1998 Chevy Lumina	2G1WL52M6W9199299	
885-481	2005 F-150	1FTPW14575KC32194	
885-480	2005 F-150	1FTPW14595KC32195	
118-LFH	1994 Chevy Blazer	1GNEK18K4RJ432701	

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee I.D. Number	*DBM Use Only verification*	*Purchasing Dept Use Only Date of Signed Fuel Policy & training*
1	**Blanca I.**	**Sanchez**	**077003**		
2	**Raul C.**	**Garza**	**007927**		
3	**Raymundo**	**Sanchez**	**078271**		
4	**Pedro**	**Escalon**	**100587**		
5	**Martin**	**Blanco**	**102342**		
6	**Joel**	**Rivera**	**141275**		
7	**Ruben**	**Pena**	***Reserve***		
8	**Tomas**	**Salazar**	***Reserve***		
9	**Rolando**	**Gonzalez**	***Reserve***		
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COMDATA FUEL CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☒ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete Cancel Card** ☐ **Delete/Cancel Driver**

Department: Hidalgo County Constable Precinct 3
Billing Address: 730 North Breyfogle Suite B Mission Tx 78572
Fuel Card Manager: Raquel V. Cavazos
This person can not have use of the fuel card
Phone Number: 956-205-7031
County Email: Constablepct3@swbell.net
Web user Name: Rcavazos **Password:** Constable3
Hidalgo Co Acct Number: ~~B-1100-421-00-293-001-0-682~~
Requested By: Lazaro Gallardo, Jr.
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No	Vehicle Description	VIN Number	Purchasing Dept Only Fuel Card Number
618 SZR	2001 Ford Crown Vic	2FAFP71W41X169626	
619 SZR	2001 Ford Crown Vic	2FAFP71W51X169618	
620 SZR	2001 Ford Crown Vic	2FAFP71WX1X169632	
230 188	2006 Ford F150 PU	1FTPX12V16KD82030	
102 4098	2002 Ford F150 PU	1FTRW07L22KE23966	
102 4099	2002 Ford F150 PU	1FTRW07L42KE23967	
893 598	2003 Ford Crown Vic	2FAFP71W53X115044	
230 190	2006 Ford F150 PU	1FTPX12V56KD82029	
230 192	2006 Ford F150 PU	1FTPX12V36KD82031	
890 259	2005 Ford Crown Vic	2FAFP71WX5X123515	
890 260	2005 Ford Crown Vic	2FAFP71W15X123516	
79X VP4	2002 Ford HD PU	1F2RE073X2KD20150	

Driver ID/Pin List

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

	First Name	Last Name	Employee ID Number	DBM Use Only Verification	Purchasing Dept Use Only Date of Signed Fuel Policy & Training
1	Jesus	Cruz	002674		
2	Pable F.	Navarro	015482		
3	Juan A.	Alvarez	079243		
4	Joel	Contreras	078638		
5	Eldon Dunn	Dunn Eldon	078646		
6	Reynaldo	Reyna	095907		
7	Victor	Rodriguez	094943		
8	Isidro	Casanova	079375		
9	Richard	Flores	149993		
10	David Isidro	Munoz	111074		
11	Rafael	Ochoa	115509		
12	Alvin	Patina	115495		
13	Blas	Gonzalez	049239		
14	Lee	Foster			
15	Eduardo	Ramos			
16	Oscar	Ontiveros	151998		
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Pct 3

AI-8511 **13.A.9.**

Requesting for Payment for La Joya Water Supply for Hidalgo County Headstart Central Kitchen

CC REGULAR

Date: 03/25/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for the required fees to record subdivision for the Hidalgo County Headstart Central Kitchen, for the amounts of $ 19,000.00 (Water Rights Fee); $12,240.00 (FECC Fee) for La Joya Water Supply Corporation, with authority for Auditor to issue checks to comply with the Lay Joya Water Supply Corporation requirements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-444-00-220-032-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: La Joya Water Supply

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008 04:22 PM	APRV
2	Budget & Management	Dina Trevino	03/20/2008 07:40 AM	APRV
3	Rey Salazar	Rey Salazar	03/20/2008 01:50 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/19/2008 03:32 PM

Final Approval Date: 03/20/2008

ENRIQUEZ ENTERPRISES

6 48 0743

March 18, 2008

Luis Figueroa, AIA
Rike Ogden Figueroa Allex Architects Inc.
1007 Walnut Ave.
McAllen, Texas 78501

Re: Hidalgo County Headstart Central Kitchen

Mr. Figueroa,

Enriquez Enterprises is committed in finishing the Central Kitchen for the Hidalgo County Headstart Program in a timely manner. We have already removed the 24" of existing soil, are commencing the building pad, and have staked out the location for all new utilities.

However, there are two issues that have come to my attention that might have a substantial impact on the construction schedule.

First, our utility subcontractor had gone to the La Joya Water Supply Corporation to pay for water tap fees. However, LJWSC has attached additional fees. Aside from the projects membership fee, inspection fee, and water meter fee, there are additional fees of $19,000.00 for water rights and $12,240.00 for FECC. Water right fees and FECC fees are customarily handled by the owner prior to construction.

Secondly, when I delivered the plans for a construction permit, the question was raised of whether the property had been subdivided. Mr. Humberto Garza, the inspector reviewing the plans for Precint 3, will be reviewing the warranty deed to verify compliance with subdivision regulations. As you may be aware, recording a piece of property takes substantial time and resources.

As mentioned before, we quickly moved on this project to try and meet the owner's preferred construction schedule but are very concerned with these issues. Either one of these issues would definitely put a stain on the owner's budget and schedule.

We would like to request your help in both of these matters so as to avoid any delays to the project.

Respectfully,

CAR

Cesar A. Roque
Project Manager
Enriquez Enterprises, Inc.

P.O. BOX 2999 • EDINBURG, TEXAS 78540
PHONE: 956-259-8005 • FAX: 956-259-8009
www.enriquezenterprises.com

MAR/13/2006/WED 03:58 PM FAX No. P.002

La Joya Water Supply Corporation
Membership Prices

Residential

Meter Size	Member Fee	Inspection Fee	Meter Fee	Water Rights	FECC	Total Cost
3/4"	$20.00	$20.00	$475.00	$1,900.00	$1,224.00	$3,639.00

Commercial

Meter Size	Member fee	Inspection fee	Meter Fee	Water Rights w/LUE	FECC	Total Cost
3/4"	$20.00	$20.00	$475.00	$2,850.00	$1,836.00	$5,201.00
1"	$20.00	$20.00	$830.00	$4,750.00	$3,060.00	$8,680.00
1 1/2"	$20.00	$20.00	$1,330.00	$9,500.00	$6,120.00	$16,990.00
2" compound	$20.00	$20.00	$1,500.00	$15,200.00	$9,792.00	$26,532.00
2" turbine	$20.00	$20.00	$1,500.00	$19,000.00	$12,240.00	$32,780.00
4" compound	$20.00	$20.00	$11,785.00	$47,500.00	$30,600.00	$89,925.00
4" turbine	$20.00	$20.00	$11,785.00	$79,800.00	$51,408.00	$143,033.00
6" compound	$20.00	$20.00	$17,000.00	$95,000.00	$61,200.00	$173,240.00
6" turbine	$20.00	$20.00	$17,000.00	174,800.00	$112,608.00	$304,448.00

LUEs (Living Unit Equivalent)

Meter Type	Meter Size	Number of LUEs
Simple Residential Use	3/4"	1.0
Simple Commercial Use	3/4"	1.5
Simple	1"	2.5
Simple	1 1/2"	5.0
Simple	2"	8.0
Compound	2"	8.0
Turbine	2"	10.0
Compound	4"	25.0
Turbine	4"	42.0
Compound	6"	50.0
Turbine	6"	92.0

REQUEST FOR SERVICE INVESTIGATION
(NON-STANDARD SERVICE)

I_____ hereby submit this form, requesting a water service

Developer/Applicant

investigation on the following plat or map _____

Subdivsion Name or Plat Name

officially signed and sealed by a State of Texas licensed surveyor (plat) or proffesional engineer (plat/water utility design) .

I have paid the required service investigation fee based on the number of proposed LUE's and I understand all of the conditions of " Section E Non-Standard Service Requirements " of the La Joya Water Supply Corporation Tariff.

Signed _____ Date _____

Developer/Applicant

SECTION A: STATEMENTS

1. Organization. The La Joya Water Supply Corporation is a member owned, non-profit corporation incorporated pursuant to the provisions of Texas Water Code Chapter 67, Nonprofit Water Supply Corporations, as supplemented by the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann., art. 1396-1.01, for the purpose of furnishing a potable water utility service.

2. Non-Discrimination Policy. Membership in the Corporation and service of water is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex or marital status.

3. Rules Application. The rules and regulations specified herein apply to the water services furnished by La Joya Water Supply Corporation, also referred to as Corporation, La Joya, or La Joya WSC. Failure on the part of the Member, Customer, or Applicant to observe these rules and regulations of the Corporation, after due notice of such failure, automatically gives the Corporation the authority to deny or to discontinue the furnishing of service as provided herein and as may be amended from time to time by the Board of Directors.

4. Corporation Bylaws. The Corporation has adopted bylaws which establish the make-up of the Board of Directors, establish the Membership voting rights, provide for annual and regular meetings, provide for reserve accounts, and establish the rights of the Members and other important regulations of the water system. These bylaws are included by reference herein, as amended from time to time, and are on file for inspection in the Corporation's office.

5. Fire Protection Responsibility. Fire hydrants installed within the Corporation's distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements of local, county, state, or federal governmental agencies. Fire hydrants paid for by individuals or groups of individuals and donated to the Corporation for county volunteer fire department use shall remain in place for such use as "refill only" of fire trucks. The Corporation reserves the right to remove any fire hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors.

6. Damage Liability. The La Joya WSC is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limit of liability of the La Joya WSC is the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.

7. Information Disclosure. The records of the Corporation shall be kept in the Corporation office in La Joya, Texas. These records may, upon request, be examined by any Member of the Corporation. To the extent Texas Public Information Act, Chapter 552 of the Texas Government Code applies to the Corporation, records will be made available to the public in accordance with that Act. A reasonable charge may be assessed anyone requesting copies of records.

8. Customer Notice Provision. The Corporation shall give written notice of monthly water rate changes by mail or hand delivery to all affected Members and customers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change. The notice may be included in the bills of the affected Members or customers.

NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF LA JOYA WATER SUPPLY CORPORATION

Pursuant to Chapter 13.2502 of the Texas Water Code, La Joya Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of La Joya Water Supply Corporation, Certificate of Convenience and Necessity No. 10559, in Hidalgo and Starr Counties, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with [Section E NON-STANDARD SERVICE REQUIREMENTS] (the "Subdivision Policy") contained in La Joya Water Supply Corporation's tariff.

La Joya Water Supply Corporation is not required to extend retail water or sewer utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Applicable elements of the Subdivision include:

Evaluation by La Joya Water Supply Corporation of the impact a proposed subdivision service extension will make on La Joya Water Supply Corporation's water supply/sewer service system and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply/sewer service capacity;

Payment of fees for reserving water supply/sewer capacity;

Forfeiture of reserved water supply/sewer service capacity for failure to pay applicable fees;

Payment of costs of any improvements to La Joya Water Supply Corporation's system that are necessary to provide the water/sewer service;

Construction according to design approved by La Joya Water Supply Corporation and dedication by the developer of water/sewer facilities within the subdivision following inspection.

La Joya Water Supply Corporation's tariff and a map showing La Joya Water Supply Corporation's service area may be reviewed at La Joya Water Supply Corporation's office, at 3510 North Abram Road, Palmview, Texas 78560 the tariff/policy and service area map also are filed of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, c/o Utility Rates and Services Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.

SECTION E: NON-STANDARD SERVICE REQUIREMENTS

The Corporation may, at its option, exercise to supervise, contract and construct any improvements consistent with this section with any Applicant.

1. Corporation's Limitations. All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness.

2. Purpose. The purpose of this Section is to govern agreements and service procedures for subdivisions, additions to subdivisions, developments or other properties where service to more than one tract is necessary, where additional piping, service facilities, etc. are required to accommodate individual, multiple, commercial, or industrial Applicants, or where the Applicant has requested service to a facility that qualifies as more than one LUE. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard.

3. Application of Rules. This Section may be altered or suspended when applied to planned facility expansions for which the Corporation extends its indebtedness. The Board of Directors of the Corporation shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

4. Service Investigation.

a. Prior to submitting an application for service, any person who intends to seek non-standard service from the Corporation shall submit a Request for a Service Investigation and the Service Investigation Fee to the General Manager of the Corporation.

b. Upon receipt of a completed Request for a Service Investigation form and the Service Investigation Fee, the Corporation, or its designated engineering and legal consultants, shall investigate the Corporation's ability to serve the number of LUEs proposed to be located on the tract of land, or if a need exists for an expansion to the capacity of the production and storage or general purpose transmission facilities, or a combination of both, to serve the proposed connections.

c. Each Request for a Service Investigation shall include the following:

(1) Four copies of a map or preliminary plat showing the property indicating the location of the said property with the Corporations CCN, and the proposed improvements to be constructed to connect such facilities to the Corporation's system. The map or plat must show the legal description and the dimensions of the property. The map or plat must be signed and sealed by a licensed surveyor or registered professional engineer.

(2) The intended land use of the property, including detailed information concerning the type of land uses proposed.

(3) The proposed number of LUEs and the projected water demand of each connection, including the average and peak demand in gallons per minute (GPM), and a projected growth schedule tied to demand for water.

AI-8493 **13.A.10.**

Bond Counsel
CC REGULAR

Date: 04/01/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting approval to accept Letter of Termination of Bond Counsel from Montalvo & Ramirez.

B. Requesting execption from Competitive Bidding requirements under Texas Local Government Code, Section 262.024 (a) "professional services" with the Law Firm Ramirez & Guerrero, LLP in connection with legal representation as it pertains to Bond Counsel.

C. Requesting approval to accept Letter of Engagement for Bond Counsel from Ramirez & Guerrero, LLP.

BACKGROUND

Mr. Ramirez verbally told Mr. Valde Guerra, that he would foward proper documentation to Budget Office. As soon as documentation is recieved it will be attached.

Fiscal Impact

Attachments

Link: Termination Letter

Link: Engagement Letter

Link: Engagement Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/19/2008 03:14 PM	APRV
2	Budget & Management	Dina Trevino	03/20/2008 07:30 AM	APRV
3	Erika Reyna		03/20/2008 04:15 PM	NEW

Form Started By: Marty Salazar Started On: 03/18/2008 03:52 PM

Final Approval Date: 03/20/2008

Montalvo & Ramirez
Attorneys at Law
900 N. Main
McAllen, Texas 78501

March 20, 2008

Honorable Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Termination of Bond Counsel Services

Honorable Judge Salinas:

Please be advised that Montalvo & Ramirez is terminating its services as bond counsel to the County of Hidalgo effective immediately.

If you have any questions, please do not hesitate to contact our office at your convenience.

Very truly yours,

Jesus Ramirez

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
600 E. Nolana Avenue, Suite 200
McAllen, Texas 78501
Phone: (956) 664-0007
Fax: (956) 664-1770

March 20, 2008

Honorable Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Bond Counsel Engagement

Honorable Judge Salinas:

As we have discussed in the past, I am no longer associated with my former law firm, Montalvo & Ramirez and my new firm name is Ramirez & Guerrero, L.L.P. We will continue to provide all of our bond counsel services and other legal services with the same commitment and dedication to our clients that we have attempted in the past.

We request that this item be placed on the district's agenda for consideration and look forward to address the district's board should that be advisable.

Please contact us if we can be any further assistance.

Very truly yours,

Jesus Ramirez

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
600 E. Nolana, Suite 200
McAllen, Texas 78504
Phone: (956) 664-0007
Fax: (956) 664-1770

March 25, 2008

Hon. Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Engagement of Bond Counsel

Honorable Judge Salinas:

We are pleased to submit to you a proposed agreement for Ramirez & Guerrero, L.L.P. to serve as Bond Counsel with respect to one or more series of obligations (including new money bonds, refunding bonds, personal property finance obligations and lease and lease purchase and installment purchase agreements) that the County of Hidalgo (the "Issuer") intends to issue, or may issue in the future, for the purposes, respectively, of construction of improvements, purchase of personal property and/or to refund or restructure its existing debt service or lease-purchase revenue bonds through a public facilities corporation (hereinafter referred to as the "Obligations"). When approved by you, this letter will become effective and will evidence an agreement between the Issuer and Ramirez & Guerrero, L.L.P., Bond Counsel. Our fees are billed only if the obligations are issued. Any out-of-pocket costs are reimburseable.

Basic Services

Bond Counsel will prepare, or assist the Issuer in the preparation of, all required legal documents and proceedings and will perform all other necessary legal work in connection with the Issuer's authorization, issuance and sale of each series of the Obligations. Our services as Bond Counsel will include the following Basic Services, which we will carry out directly or in concert with officials, staff, and consultants of the Issuer:

(1) Preparation of all notices (including notices of public meetings, notices and resolutions regarding reimbursement bonds and published notices), resolutions and orders (including those governing calling bond elections), resolutions and other legal proceedings necessary to authorize issuance of each series of the Obligations, and all other instruments which comprise the transcript of legal proceedings of the Issuer pertaining to the authorization, issuance and sale of each such series;

(2) Attendance of all meetings called or arranged by or on behalf of the Issuer or Issuer personnel (or their representatives) who are responsible for the issuance, sale and delivery of the Obligations, to the extent required or requested by such persons, to discuss the legal aspects of the Obligations, including but not limited to the sizing, timing or sale of each series of the Obligations;

(3) Consultation with Issuer officials and staff and the Issuer's financial advisors and independent auditors to review information to be included in the offering documents for each series of the Obligations;

(4) Preparation and submission, as required by law, of transcripts of legal proceedings pertaining to the issuance of each series of the Obligations to the Attorney General of Texas;

(5) Supervision of the printing of each series of the Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the President, the Superintendent or financial advisor or other Issuer personnel who are responsible for the issuance, sale and delivery of the Obligations, to obtain the lowest responsible printing costs for the Issuer;

(6) At the closing of each series of the Obligations, delivery of an approving opinion, based on facts and law existing as of its date, which shall be fully acceptable in the national public finance field, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the Issuer secured by a lien on and pledge of, as appropriate, ad valorem taxes, revenues, or other available funds of the Issuer pledged to their payment in the respective Bond Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors, and the Issuer) and that interest on such series of the Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law; provided that after the closing we do not undertake to provide continuing advice concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; and

(7) Prior to and in connection with the closing of each series of the Obligations, preparation and delivery of a Tax Exemption and No-Arbitrage Certificate that will enable appropriate officials of the Issuer to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements.

Compensation

A base fee of $15,000 for up to $3,000,000.00 in principal amount of bonds;

$1,000 for every $1,000,000 from $3,000,000 to $20,000,000;

$750 for every $1,000,000 from $20,000,000 and above

Additional Services

In addition to the foregoing Basic Services, as Bond Counsel, Ramirez & Guerrero, L.L.P. is prepared to undertake the following Additional Services, as requested by the Issuer or Issuer's personnel who are responsible for the issuance, sale and delivery of the Obligations. Services rendered in connection with calling a bond election limited to preparing a bond election order, preparing an order for appointment of early voting and election personnel, preparing form notices of the election, preparing a letter request for pre-clearance under Section 5 of the Voting Rights Act, and providing advisory opinions to the Issuer related to calling and publicizing the election and to the appointment of early voting and election personnel will be billed at a flat fee of $3,000.00. The fee for any additional services which do not constitute direct bond counsel fees but are needed in connection with, resolving a legal issue, will be at an hourly rate of $200.00 or $175.00, depending on lawyer assigned.

The compensation for legal services stated herein will be contingent on the Issuer's sale of any bonds authorized for issuance.

Bond Counsel will be reimbursed for up to a maximum $1,000.00 of its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long distance telephone, telegraph, telex and similar expenses, deliveries, and for the actual cost of all items paid for by Bond Counsel on behalf of the Issuer, incurred in connection with the performance of all services hereunder. All of the expenses of Bond Counsel will be reasonable and expenses which may exceed $1,000.00 will be subject to prior approval of the Issuer. The Attorney General filing fees and the costs of printing the bonds will be the responsibility of issuer.

Payment to Bond Counsel for all services shall be payable only out of the proceeds of the sale of each series of the Obligations and shall be contingent upon the sale and delivery of each series of the Obligations during the term of this agreement.

The term of this agreement shall be for one year from the date of its approval by the Issuer, but shall be automatically extended for successive one year terms unless the Issuer gives us notice of termination during the last month of any term. Additionally, the Issuer may at any time terminate this agreement by giving us 30 days written notice of termination.

No provision of this agreement shall be deemed to be an agreement or undertaking of any member of the Commissioners Court or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

If this proposed agreement for the services of Ramirez & Guerrero, L.L.P. as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Sincerely,

RAMIREZ & GUERRERO, L.L.P.

By: _____
JESUS RAMIREZ

APPROVED AND ACCEPTED:

COUNTY OF HIDALGO

_____
Judge

_____
County Clerk

(SEAL)

AI-8451 **13.B.1.**

Authority To Purchase through H-GAC
CC REGULAR

Date: 03/25/2008
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** County Judge's Office

Information

CAPTION

Requesting authority to purchase (including installation and implementation, if applicable) of an "P25Digital Remote Trunking Tower Site" through Hidalgo County's Inter local Agreement with the Houston-Galveston Area Council's (H-GAC's) awarded vendor(s) in an amount not to exceed $300,000.00 and subject to receipt of equipment and or (turnkey installation & implementation, if applicable) by deadline of February 28, 2010 in order to comply with reimbursement requirements as set forth for the 2007 LETPP Homeland Security Grant.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 8-1283-429-10-300-024-0-748
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding pending approval of appropriation of funds for the 2007 Homeland Security Grant HS LETPP portion (fund 1283, program #024) in the amount of $300,000.00. Refer to AI 8441 CC 3-25-08. Grant period is from 10-12-07 to 2-28-2010.

No County Cash match requirement.

Attachments

Link: Motorola Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008 04:22 PM	APRV
2	Budget & Management	Dina Trevino	03/20/2008 07:15 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/20/2008 08:01 AM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Darlene Betancourt Started On: 03/18/2008 09:20 AM

Final Approval Date: 03/20/2008

MOTOROLA
Authorized Radio System Specialist

DATE:	**2/20/2008**
QUOTE #:	**08-00056**
BY:	5
ATTN:	A. A. "TONY" PENA, JR.
PHONE:	956-318-2600
FAX:	956-318-2699
EMAIL:	tony.pena@co.hidalgo.tx.us
USER CONTACT	END USER
CONTACT #	RA01-08

HIDALGO-COUNTY OF
OFFICE OF EMERGENCY MANAGEMENT
100 EAST CANO
EDINBURG, TEXAS 78540

ITEM	APC	QTY.	MODEL	DESCRIPTION
				REMOTE TRUNKING SITE
4	112	1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM
5	112	1	CA00855AA	ADD: 700/800 MHZ MID POWER
6	112	1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS
7	112	5	X591AE	ENH: ASTRO 25 SITE REPEATER SW
8	112	1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS
9	112	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
10	112	1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
11	112	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
12	112	2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW
13	112	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
1	147	3	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
2	147	2	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD
3	147	1	ST2513	S2500 ANALOG CONV TO IP IF KIT
				SURGE SUPPRESSION
16	207	2	DSOP820B	POWER DIST. UNIT SURGE PROTECT
17	207	2	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK
18	207	1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1
19	207	1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR
20	207	1	DS917015D4D3060	UPS, 9170 18KVA/15KW, 1 HR RUN
				MASTER ANTENNA SYSTEM
20	207	1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX
21	207	1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
22	207	15	L1705	1/2" LDF HELIAX POLY JKT PER FT
23	207	1	TT05061AA	ADD: N MALE, PS, ANTENNA END
24	207	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
25	207	1	TT05056AA	ADD: 7-16 DIN MALE, PS, STATION END
26	207	1	TT04936AA	ADD: CONNECTOR ATTACHMENT FEE FOR LDF4 STATION END
27	207	2	TDN9289	CABLE WRAP WEATHERPROOFING
28	207	500	L1713	1-1/4" LDF HELIAX POLY JKT PER FT
29	207	1	TT05071AA	ADD:7-16 DIN FEMALE, PS,ANTENNA END
30	207	1	TT04970AA	ADD: CONNECTOR ATTACHMENT FEE FOR LDF6 ANT END
31	207	1	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP
32	207	9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT
33	207	3	DSL6SGRIP	1-1/4" SUPPORT HOIST GRIP
34	207	17	TDN7519	1-1/4" CABLE HANGER KIT STAINLESS
29	207	1	TT05071AA	ADD:7-16 DIN FEMALE, PS,ANTENNA END
30	207	1	TT04970AA	ADD: CONNECTOR ATTACHMENT FEE FOR LDF6 ANT END
35	207	1	DSDSXLDMA	LIGHTNING ARRESTOR, 7-16DIN MALE/FEMALE, 500W
36	207	25	L1705	1/2" LDF HELIAX POLY JKT PER FT
37	207	1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE
38	207	1	DQL4PDRC	1/2" 7-16 DIN MALE RIGHT ANGLE CONN
39	207	1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB
40	207	15	L1705	1/2" LDF HELIAX POLY JKT PER FT
41	207	1	TT05061AA	ADD: N MALE, PS, ANTENNA END
42	207	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
43	207	1	TT05060AA	ADD: N MALE, PS, STATION END
44	207	1	TT04936AA	ADD: CONNECTOR ATTACHMENT FEE FOR LDF4 STATION END
45	207	5	TDN9289	CABLE WRAP WEATHERPROOFING
46	207	5	L1705	1/2" LDF HELIAX POLY JKT PER FT
47	207	1	TT05061AA	ADD: N MALE, PS, ANTENNA END
48	207	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
49	207	1	TT05060AA	ADD: N MALE, PS, STATION END
50	207	1	TT04936AA	ADD: CONNECTOR ATTACHMENT FEE FOR LDF4 STATION END
51	207	500	L3323	7/8" AVA HELIAX POLY JKT PER FOOT
52	207	1	TT05176AA	ADD: TYPE N FEMALE PS CONN ANT END
53	207	1	TT04969AA	ADD: CONNECTOR ATTACHMENT FEE FOR AVA5-50 ANT END
54	207	1	DDN9498	TYPE N FEMALE PS CONNECTOR

55	207	9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
56	207	3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
57	207	500	L1705	1/2" LDF HELIAX POLY JKT PER FT
58	207	1	TT05061AA	ADD: N MALE, PS, ANTENNA END
59	207	1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
60	207	1	DDN9385	N FEMALE, POSITIVE STOP
61	207	9	TDN6673	1/2" CABLE GROUND CLAMP KIT
62	207	3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
63	207	17	MDN6816	1/2" CABLE HANGER KIT STAINLESS
64	207	17	MDN6817	7/8" CABLE HANGER STAINLESS, 10 PK
65	207	2	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR
66	207	25	L1700	1/4" SUPERFLEX POLY JKT PER FOOT
67	207	1	TDN9714	1/4" CONN N MALE S FLEX PLTD
68	207	1	TDN9716	1/4" CONN N MALE RA PLTD
69	207	25	L1702	1/2" SUPERFLEX POLY JKT PER FOOT
70	207	1	CDN6579	1/2" N MALE PLATED CONNECTOR
71	207	1	TDN8811	N MALE RT. ANGLE CONN - GSA

EQUIPMENT
INSTALL / PROGRAMMING / TEMPLATE / ACTIVATION
TOTAL SERVICES WITH EQUIPMENT
HGAC HANDLING FEE - NC

GRAND TOTAL **$ 300,000.00**

NOTE:

1 TERMS AND CONDITIONS SUBJECT TO HGAC AGREEMENTS
2 OFFER GOOD THROUGH **3/21/2008**
3 THIS OFFER IS FOR BUDGETARY PURPOSES ONLY AND IS NOT AN OFFER FOR SALE.
4 SHSP / LETPP / LRGVDC FUNDING SOURCE

AI-8465 **13.C.1.**

Pct 1-Professional Appraisal Services Agreement-Leonel Garza, Jr & Associates-C-08-040-03-25

CC REGULAR

Date: 03/25/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting approval of a professional appraisal services contract with LEONEL GARZA, JR. & ASSOCIATES, LLC for the "VARIOUS ROAD & BRIDGE AND CAPITAL IMPROVEMENT PLAN PROJECTS (CIP) for Hidalgo County Precinct No. 1 (as selected after evaluation of S.O.Q.'s from the POOL OF APPRAISERS and previously approved by C.C. on January 8, 2008 for negotiation of the contract with LEONEL GARZA, JR. & ASSOCIATES, LLC and approved by legal council to proceed with final execution of contract)

BACKGROUND

PROFFESSIONAL SERVICES CONTRACT

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-431-00-121-043-0-841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 2008 **ACCT. #:** various
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Possible additional funding sources, see 03/20/08 expense report attached.
Expenditures will be on an as needed basis.

Attachments

Link: Professional Appraisal Services Agreement-Leonel Garza, Jr & Associates

Link: funding sources

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008	APRV
2	Budget & Management	Dina Trevino	03/19/2008 07:01 AM	APRV
3	Rey Salazar	Rey Salazar	03/20/2008 02:11 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Letty Saenz Started On: 03/18/2008 01:25 PM

Final Approval Date: 03/20/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-08-040-03-25

THIS AGREEMENT is made effective the **25th** day of **March, 2008**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **LEONEL GARZA, JR. & ASSOCIATES, LLC** ("Appraiser")

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for **VARIOUS ROAD** and **BRIDGE** and **CAPITOL IMPROVEMENT PLAN PROJECTS (C.I.P)** located within **HIDALGO COUNTY PRECINCT NO. 1**; and

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

WHEREAS, pursuant to Article 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, the County has selected the Appraiser to provide appraisal services within the County of Hidalgo, Texas through its procured approved pool of Appraisers.

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

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

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each work order.

3. Method of Payment. Payments to the **Appraiser** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Paragraph 4** herein. For each **Work Authorization**, the **Appraiser** shall prepare and submit to the **County** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Appraiser** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Appraiser** shall submit to the **County** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Appraiser** in the amount approved as aforesaid subject to **Paragraph 4** herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the **Appraiser** by the **County** for the **Project** or such portions of the project shall be only the amounts paid the **Appraiser** for actual work performed in accordance with the **Work Authorization**(s) approved by the **County.**

Final Payment. After final completion of the work and acceptance thereof by the **County** the **Appraiser** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Appraiser** and upon approval thereof by the **County,** the **County** shall pay to the **Appraiser** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of **Paragraph 4** hereof. The **Final Payment** shall not be made until the **Appraiser** delivers to the **County** an affidavit that so far as the **Appraiser** has knowledge or information any

and all amounts due for materials and services over which the **Appraiser** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Appraiser** hereunder if any one or more of the following conditions precedent exist:

(1) The **Appraiser** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Appraiser's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Appraiser's** services which were performed in accordance with this Agreement.

(3) The **Appraiser** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Appraiser;**

(4) If the **County,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Appraiser's** services in accordance with this Agreement, no additional payments will be due the **Appraiser** hereunder unless and until the **Appraiser**, at its sole cost, performs a sufficient portion of the **Appraiser's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Appraiser's** services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Appraiser's** services to which such partial payment related or relieves the **Appraiser** of any of its obligations hereunder with respect thereto.

The **Appraiser** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Appraiser's** services.

Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **County** except those arising from (1) faulty or defective services of the **Appraiser** appearing after completion of the **Project.** (2) failure of the **Appraiser 's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Appraiser** except those previously made in writing and identified by the **Appraiser** as unsettled at the time of the **Final Request for Payment**.

4. Work Authorization. After execution of this Agreement, the **Appraiser** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **County** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "D"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Appraiser** will identify, as approved by the **County,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **County** shall authorize the **Appraiser** to perform one or more of the agreed tasks identified in**EXHIBIT "A",** attached hereto, in the form of individual work authorizations. Upon authorization from the **County,** the **Appraiser** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **County** and the **Appraiser**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "B",** attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Appraiser's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Appraiser** and approved by the **County** shall be used by the **County** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Appraiser** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **County** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **County** and the **Appraiser** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Appraiser** and the **County.** The **Appraiser** shall promptly notify the **County** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Appraiser** and the **County** within the period established for this Agreement.

The final acceptance by the **County** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Appraiser** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization

5. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

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

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any

such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

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

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

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

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

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

10. **Independent Contractor.** Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it

does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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

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

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

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

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

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

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

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

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

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

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or

certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr. & Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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

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

23. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2008.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

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

APPRAISER:

By: _____

Printed Name: Leonel Garza, III

Title: Co-Owner/Primary R.E.A.

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A”

Services to be Provided by Appraiser

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Bid For Appraisal Services

To:	Hidalgo County Purchasing Department c/o Leticia H. Saenz	**From:**	Leonel Garza III
Fax:	(956) 292-7612	**Pages:**	2 Pages
Phone:	(956) 318-2626	**Date Submitted:**	February 11, 2008
Re:	Appraisal Bid Proposal – Precinct 1	**CC:**	

Mrs. Saenz:

As per fax memo dated February 11, 2008 from Leticia H. Saenz, CPPB/Buyer II, our office is pleased to present our bid proposal for appraising the proposed right-of-way/easement appraisal within Precinct 1 of Hidalgo County with the project limits shall be announced on an as need basis as determined by the Hidalgo County Purchasing Department. The appraisal reports shall be based on the Texas Department of Transportation & County of Hidalgo requirements as follows:

1. Right-of-way acquisition appraisals located within the Hidalgo County jurisdiction and or Extraterritorial Jurisdictions of Municipalities of which project may be required for proposed right-of-way expansion to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Purchasing Department and or the Hidalgo County Right-of-Way Department under the direction of Precinct #1 and or Honorable County Commissioner Sylvia S. Handy.

Appraisal Report Cost — **$ 1,250.00 / Parcel**

Included Per Parcel:
1. (4) Original Appraisal Reports
2. (1) Photographic Copy
3. Status Report Worksheet

Additional Original Reports — **$ 150.00 Per Original Copy**
This cost shall apply for additional original (color) copies required by the County of Hidalgo.

Updated/Revised Reports — **$ 625.00 Per Parcel**
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with County of Hidalgo prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision.

Condemnation Hearing Cost — **Hourly Rate = $ 100.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 200.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

EXHIBIT "B"

Fee Schedules

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Bid For Appraisal Services

To:	Hidalgo County Purchasing Department c/o Leticia H. Saenz	**From:**	Leonel Garza III
Fax:	(956) 292-7612	**Pages:**	2 Pages
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Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 200.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

EXHIBIT "C"

Insurance Requirements

Client#: 6058 LEONGAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/07/07

PRODUCER
Hilb Rogal & Hobbs
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

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
Leonel Garza Jr & Associates LLC
1419 Dove Suite #1
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty	19348
INSURER B: HCC Specialty Ins Co	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	PAS42769324	11/14/07	11/14/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B		OTHER Professional Liability	S707-10200	04/10/07	04/10/08	$1,000,000/$1,000,000 Deductible $5,000	

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
100 S 10th
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- TONY CONTRERAS INS. AGENCY
- 4006 N 22ND STREET
- MCALLEN, TX. 78504
- (956)686-6621

Issue Date (MM/DD/YY) 03/03/08

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 shown below.

St. 19 Dist. 42 Agent 327

Insured Name & Address
- LEONEL GARZA III DBA
- LEONEL GARZA & ASSOC.,LLC
- 1419 DOVE AVE STE 1
- MCALLEN, TX. 78504

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter 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)	Policy Limits	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
A	X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	07587 54 72	02/16/08	02/16/09	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ $ 500,000.00 $ $ $
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	$ $ $

Description of Operations/Vehicles/Restrictions/Special Items:

DRIVER ON POLICY: LEONEL GARZA III

Certificate Holder

Name
&
Address

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.

Tony Contreras

Authorized Representative

56 2492 4-94

Copy Distribution: Service Center Copy and Agent's Copy

EXHIBIT "D"

Work Authorization Form

HIDALGO COUNTY

Professional Appraisal Services
Contract
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Firm's Name"**, professional appraiser of _____, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide_____.

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

PART 2. ESTIMATED COST

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

PART 3. PAYMENT

Compensation and payment to the Appraiser 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.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _ _-_ _ _-_ _ _ _-_ _ _ _-_ _ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. ____ Commissioner_____as to content and detail of this Work Authorization No. # __.

HIDALGO COUNTY
COMMISSIONER PRECINCTNO. _____

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 _____, 2008.

THE APPRAISER:
FIRMS NAME

_____

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-005-0-339	PCT.1 P/U RD-OTHER PROFESSIONAL SERVICES	2,750.00	2,750.00	.00	.00	2,750.00	.00
8-1201-431-00-121-007-0-711	PCT.1 LATERAL ROAD-ROW	.00	3,450.00	.00	.00	3,450.00	.00
1201 R&B PRECINCT NO.1		**2,750.00**	**6,200.00**	**.00**	**.00**	**6,200.00**	**.00**
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-121-148-0-339	PCT.1-HARMEL-OTHER PROF SRV	.00	319.12	.00	.00	319.12	.00
8-1310-431-00-121-175-0-339	PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	.00	1,465.93	1,465.93	.00	.00	100.00
8-1310-431-00-121-394-0-339	PCT.1-RAMOSVILLE-OTHER PROF SRV	.00	751.59	.00	.00	751.59	.00
8-1310-431-00-121-397-0-339	PCT.1-SAENZ-OTHER PROF SRV	.00	1,068.69	.00	.00	1,068.69	.00
8-1310-431-00-121-400-0-339	PCT.1-SUNRISE-OTHER PROF SRV	.00	1,149.37	.00	.00	1,149.37	.00
8-1310-431-00-121-401-0-339	PCT.1-SUNRISE HILL/J.OLIVAREZ-OTHER PROF	.00	1,591.14	.00	.00	1,591.14	.00
8-1310-431-00-121-402-0-339	PCT.1-SUNRISE HILL/R.GUERRA-OTHER PROF S	.00	1,253.35	.00	.00	1,253.35	.00
8-1310-431-00-121-403-0-339	PCT.1-SUNRISE HILL/R.GONZALEZ-OTHER PROF	.00	1,253.35	.00	.00	1,253.35	.00
8-1310-431-00-121-404-0-339	PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	.00	1,750.54	1,750.54	.00	.00	100.00
8-1310-431-00-121-405-0-339	PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	.00	1,379.08	1,379.08	.00	.00	100.00
8-1310-431-00-121-426-0-339	PCT.1-ELIZABETH-OTHER PROF SRV	.00	289.43	289.43	.00	.00	100.00
1310 BORDER COLONIA ACCESS PROGRAM		**.00**	**12,271.59**	**4,884.98**	**.00**	**7,386.61**	**39.81**
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	.00	1,204.97	775.24	429.73	.00	100.00
8-1311-431-00-121-066-0-339	BAR #3-OTHER PROF SRV	.00	4,141.48	2,624.50	1,516.98	.00	100.00
8-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	.00	2,085.22	1,909.42	175.80	.00	100.00
8-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	.00	1,209.35	779.62	429.73	.00	100.00
8-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	.00	1,486.40	1,310.60	175.80	.00	100.00
8-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	.00	270.04	270.04	.00	.00	100.00
8-1311-431-00-121-137-0-339	CAPISALLO PARK-OTHER PROF SRV	.00	5,433.92	.00	.00	5,433.92	.00
8-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	.00	766.58	336.84	429.74	.00	100.00
8-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	.00	1,613.26	1,437.46	175.80	.00	100.00
8-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	.00	1,794.82	1,794.82	.00	.00	100.00
8-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	.00	2,194.16	2,018.36	175.80	.00	100.00
8-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	.00	2,174.96	1,999.16	175.80	.00	100.00
8-1311-431-00-121-368-0-339	LA BLANCA HEIGHTS-OTHER PROF SRV	.00	1,203.84	1,203.84	.00	.00	100.00
8-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	.00	3,038.30	3,038.30	.00	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	.00	1,302.54	1,302.54	.00	.00	100.00
8-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	.00	981.38	981.38	.00	.00	100.00
8-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	.00	5,108.00	5,108.00	.00	.00	100.00
8-1311-431-00-121-575-0-339	RC BABB #1-OTHER PROF SRV	.00	507.60	507.60	.00	.00	100.00
8-1311-431-00-121-576-0-339	RC BABB #2-OTHER PROF SRV	.00	1,163.76	1,163.76	.00	.00	100.00
8-1311-431-00-121-577-0-339	RC BABB #3-OTHER PROF SRV	.00	263.52	263.52	.00	.00	100.00
8-1311-431-00-121-631-0-339	ROSEDALE HEIGHTS-OTHER PROF SRV	.00	1,177.32	1,177.32	.00	.00	100.00
8-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	.00	1,450.98	1,275.18	175.80	.00	100.00
8-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	.00	4,881.81	4,881.81	.00	.00	100.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		**.00**	**45,454.21**	**36,159.31**	**3,860.98**	**5,433.92**	**88.05**
1315 TXDOT PROJECTS							
8-1315-431-00-121-023-0-711	TXDOT PRJ-MILE 2 WEST-MILE12-SH107-ROW	.00	800.00	800.00	.00	.00	100.00
8-1315-431-00-121-039-0-711	TXDOT PRJ-MILE 6 WEST-ROW	.00	111,486.68	.00	.00	111,486.68	.00
8-1315-431-00-121-040-0-711	TXDOT PRJ-MILE 2 WEST- MILE12-US83-ROW	.00	80,000.00	10,000.00	.00	70,000.00	12.50
8-1315-431-30-121-032-0-711	TXDOT-CR684-ROW	.00	5,464.00	2,500.00	.00	2,964.00	45.75
8-1315-431-50-121-036-0-711	TXDOT-FM88 DRAINAGE-ROW	.00	69,240.00	3,000.00	.00	66,240.00	4.33
1315 TXDOT PROJECTS		**.00**	**266,990.68**	**16,300.00**	**.00**	**250,690.68**	**6.11**
8 YEAR		**2,750.00**	**330,916.48**	**57,344.29**	**3,860.98**	**269,711.21**	**18.50**

AI-8486 **13.C.2.**

Pct. 1- Invoice Nos. 08037 & 08038-Javier Hinojosa Engineering-C-08-086-03-06
CC REGULAR

Date: 03/25/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 08037 in the amount of $23,598.59 submitted by Javier Hinojosa Engineering with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to contract #C-08-086-03-06 (PO# 600064) for: Design Construction of Paving Improvements for Mile 3 1/2 West (between Mi 5 N to City Limits)-Hidalgo County Precinct No. 1.

B. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 08038 in the amount of $5,293.94 submitted by Javier Hinojosa Engineering with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to contract #C-08-086-03-06 (PO# 600065) for: Design Construction of Paving Improvements for Mile 6 West (from Mi 17 South to SH 107)-Hidalgo County Precinct No. 1.

BACKGROUND

Invoice No. 08037
Invoice No. 08038

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #600064 and PO #600065; Funding available.

Attachments

Link: Invoice Nos. 08037 & 08038-Javier Hinojosa Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008	APRV

2	Budget & Management	Dina Trevino	03/19/2008 08:29 AM	APRV
3	Erika Reyna	Erika Reyna	03/20/2008 10:32 AM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Letty Saenz

Started On: 03/18/2008 03:12 PM

Final Approval Date: 03/20/2008

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08037

INVOICE

Customer	
Name: Hidalgo County Precinct No. 1 Address: 1902 Joe Stephens Avenue City: Weslaco State: Texas Zip: 78596 Attention: Commissioner Sylvia Handy	Date: March 17, 2008 **Project Name: Mile 3 1/2 West Between Mile 5 North To City Limits**

Description

P.O.#600064/R59 ✓

Engineering services rendered for completion of the Preliminary Phase and towards completion of the design phase for the Paving Improvements for Mile 3 1/2 West from Mile 5 North to the Weslaco City Limits.

Contract Amount:	**$65,710.25**
Amount To Date:	**$40,026.15**
Amount Invoiced To Date:	**$16,427.56**
Amount Due This Invoice:	**$23,598.59**

Office Use Only

8-1336-431-00-121-041-0-731 NN
PO # 600064

We Appreciate Your Business.

INVOICE RECEIVED 3/18/08
3/18/08

C-08-086-03-06

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08038

INVOICE

Customer	
Name: Hidalgo County Precinct No. 1 Address: 1902 Joe Stephens Avenue City: Weslaco State: Texas Zip: 78596 Attention: Commissioner Sylvia Handy	Date: March 17, 2008 **Project Name: Mile 6 West** **From Mile 17 south To S.H. 107**

Description

P.O.#600065/R60

Engineering services rendered for completion of the Preliminary Phase towards completion of the design phase for the Paving Improvements for Mile 6 West from Mile 17 south to S.H. 107.

Contract Amount:	**$15,125.55**
Amount To Date:	**$9,075.33**
Amount Invoiced To Date:	**$3,781.39**
Amount Due This Invoice:	**$5,293.94**

Office Use Only

8-1336-431-00-121-041-0-731
PO# 600065

INVOICE RECEIVED BY 3/18/08
3/18/08

We Appreciate Your Business.

C-08-086-03-06

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:** 3

Phone: **Date:** 3/18/08

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following inv#08038 and 08037 from Javier Hinojosa Engineering on the next CC meeting for approval 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-8491 **13.D.1.**

Hidalgo County Pct. 2 "Purchase of Doosan DL-250 Loader"
CC REGULAR

Date: 03/25/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting authorization to purchase through Hidalgo County's membership and participation with TASB/BUYBOARD awarded vendor H & V Equipment, Inc.; One (1) Doosan DL-250 Loader with a 3 Cubic Yard Bucket in the amount not to exceed $137,131.18 which includes Buyboard pricing and accessories. (Bid No. 2008-120)

BACKGROUND

see attached documents:

1.) Letter of Recommendation by department.
2.) Proposal from Vendor

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1331-431-00-122-010-0-742
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** y

BUDGETARY IMPACT:

$117,319.21 available balance as of 03/20/2008.

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-122-030-0-742
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** y

BUDGETARY IMPACT:

$107,190.73 available balance as of 03/20/08.

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

BUDGETARY IMPACT:

funding source was provided by Yolanda Cisneros

Attachments

Link: Quote and Letter of recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008	APRV
2	Budget & Management	Dina Trevino	03/19/2008 08:20 AM	APRV
3	Rey Salazar		03/20/2008 04:15 PM	PEND
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Sandra Montalvo Started On: 03/18/2008 03:28 PM

Final Approval Date: 03/20/2008

Commissioner Hector "Tito" Palacios

MEMORANDUM

To: **Sandra Montalvo/Rolando Flores Buyer I's**
Purchasing Department

From: **Hector "Tito" Palacios, Commissioner Hidalgo County Precinct #2**

SUBJECT: **Purchase of a Daewoo DOOSAN DL-250 Loader**

DATE: **18 March 2008**

Please place this item on Commissioner's Court agenda for Tuesday, March 25, 2008. We would like to purchase (1) New Daewoo DOOSAN DL-250 Loader in the amount of $137,131.18. Attached you will find a quote submitted from H & V Equipment, Inc.

The following accounts will be used for just such purchase:

8-1331-431-00-122-010-0-742	**$117,319.21**
8-1336-431-00-122-030-0-742	**$ 19,811.97**

If you have any questions regarding this request please do not hesitate to call my office.

Thanks,

H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

3-March-08

HIDALGO CO PCT # 2
301 E. STATE STREET
PHARR, TX. 78577

ATTN: RICHARD CUELLAR

H & V Equipment, Inc is pleased to quote the following DOOSAN DL-250 Loader with a 3 cu yd bucket as per the Counties specs.

One New DOOSAN DL-250 Loader With The Following:

All Standard Equipment as per spec sheet plus the following options:

`	Hydraulic control valve with three sections	
`	FNR mono lever with 3rd function lever for third section	
`	Hydraulically driven fan with adjustable speed control	
`	Additional lighting	
`	Radio / CD Player	
`	Boom Float kick-out	$167,513.50
Three Cubic Yard Bucket		10,174.31
Total Price Before Discount		$177,687.81
Less 25% Discount Buy Board Special Price*		**44,421.95**
		$133,265.86
Freight Adjustment		1,200.00
BuyBoard Fee		2,665.32
Total Delivered Price	**(In Stock In Progreso)**	**$137,131.18 ***

* Add $13,475.00 for optional quick coupler, and 60" forks

Thank you for the business you have given us in the past, and for the opportunity to bid this loader.

Yours truly,

Thad R. Moore

Thad R. Moore

(956) 565-3788 Email: HVPROGRESO@AOL.COM (956) 565-2252 Fax

Daewoo

AI-8472 **13.E.1.**

Anzaldua's Park Fishing Pier and Boat Ramp Renovations.
CC REGULAR

Date: 03/25/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation by project architect, AGADC of a recommendation for discussion, consideration, acceptance and approval to seek proposals from job order contractors and/or construction awarded vendors through the County's membership/participation with state, cooperative purchasing programs or interlocals to include, but not limited to, the provision of labor and materials and any other accessories for the construction/renovations and/or repairs to the Anzaldua's Park Fishing Pier and Boat Ramp Project #2008119 with concurrence by Hidalgo County Precinct No. 3.

BACKGROUND

As recommended by Alcoser Garcia Associates Design Consulting and approved for review by Commissioners Court by Hidalgo County Pct. #3.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1287-452-00-123-043-9-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Acct. #8-1287-452-00-123-043-9-739 as provided for use of proposed project #2008119. $221,337.62 available balance as of 03/20/08.

Attachments

Link: 08-119

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008	APRV
2	Budget & Management	Dina Trevino	03/19/2008 07:23 AM	APRV
3	Rey Salazar	Rey Salazar	03/20/2008 12:07 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Oscar Garza — Started On: 03/18/2008 02:02 PM

Final Approval Date: 03/20/2008

AGADC
ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

February 25, 2008

Hon. Commissioner Joe M. Flores
Hidalgo County Precinct No. 3
County Commissioner's Office
724 N. Breyfogle Rd.
Mission, TX 78574

Re: Anzaldua's Park Fishing Pier and Boat Ramp Renovations.

3-4-2008

Dear Commissioner Flores,

Before we finalize the plans and specifications, we ask the County to consider obtaining the services of a Job Order Contractor to do the construction work for referenced project. The fishing pier, in particular, has the following special conditions:

The fishing pier is a large structure containing many components. Below the wood decking, there are joists, beams, bracing, blocking and connections. To be able to determine the exact amount work to be done, these components will have to be individually inspected and identified, then scheduled to remain in place, repaired or replaced. This can only be done after the wood decking boards have been removed to expose all of the existing conditions.

If the project were to be issued for competitive bids, the bids would have to include a substantially large Allowance figure. Since unit prices cannot be defined at this time, the Allowance amount would be used to cover the costs of the work without the benefit of specific pricing guidelines. This might not be advantageous for the County. Therefore, for this project, we believe that a more practical arrangement would be achieved through a Job Order Contract. In our experience, the inspection, documentation and construction process would provide better cost-control and also be more time-efficient. In conjunction with the contractor, we would devise a plan for the sequence of work, the inspections and the instructions for the re-construction work to ensure that the work is based on as-needed improvements only.

Please contact me if we can provide any further information at his time.

Sincerely,

AGADC

George A. Garcia
Project Architect

AI-8489 **13.E.2.**

Pct. 3-Invoice No. ONE (Change In Services)-AGADC-C-07-228-07-10 CC REGULAR

Date: 03/25/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. ONE (Change in Service) in the amount of $ 1,155.00 submitted by Alcocer Garcia Associates Design Consulting (AGADC) with authority for County Auditor to issue payment (after review, and processing procedures completed) in connection with Contract # C-07-228-07-10 (PO # 592805) for: "Anzaldua's Park Improvement, Boat Ramp & Fishing Pier"

BACKGROUND

Invoice No. ONE (Change In Services)-AGADC

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1287-452-00-123-043-9-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$20,325.00 available on purchase order number 592805 for professional design services.

Attachments

Link: Invoice No. ONE (Change In Services)-AGADC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008	APRV
2	Budget & Management	Dina Trevino	03/19/2008 08:15 AM	APRV
3	Rey Salazar	Rey Salazar	03/20/2008 10:45 AM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Letty Saenz — Started On: 03/18/2008 03:20 PM

Final Approval Date: 03/20/2008

AGADC

ALCÓCER GARCIA ASSOCIATES
DESIGN CONSULTING
1333 E. Jasmine Ave McALLEN, TEXAS 78504 956.618-2007 FAX 956.618-2008

INVOICE FOR CHANGE IN SERVICES:

CONTRACT NO.: C-07-228-07-10

INVOICE NO. : **ONE**

P.O. No: 592805

DATE: February 21, 2008

PROJECT: Anzaldua's Boat Ramp Improvements

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
100 E. Cano, 4th Floor
Edinburg, Tx 78539

In accordance with the A/E contract approve July 7, 2007, there is due at this time for professional design services on the above referenced project, the amount of $ 1,155.00

Grant Administration Consultant's Services fee: direct cost .....$ 9,500.00
+ 10% 950.00
Total.....$ 10,450.00

This Invoice for: 1st Billing, Grant Administration Services

Amount due this invoice $ 1,050.00 + 10% ..... $ 1,155.00
(Copy of consultant's invoice attached)

Please remit payment to:

Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

George A Garcia

George A. Garcia
Project Architect

vazaldua & associates

Leading Communities Perfect Solutions Quality Results

205 W. Iris
McAllen, Texas 78501

Phone: 956-627-0973
Fax: 956-627-0973
Email: paulmv555@yahoo.com

Bill To:
Garcia Alcocer Architects
1333 E Jasmin
McAllen, TX 78501

Invoice #: 2008-006
Invoice Date: February 2, 2008
Customer ID: GAARCH
P.O. Number: N/A

Date	Description	Quantity	Total
2/1/08	Preparation of Status Report to TPW		$1050.00
	Presentation on Status Report to Commissioner's Court		
	Meeting w/ County Safety Division		
	Meeting w/ County Precinct Three Staff		
	Please Make Check Payable to:		
	Paul M. Vazaldua Jr.		
	Total Due		**$1050.00**

vazaldua & associates

PAID
2.19.08
CHECK # 2457

AI-8485 **13.E.3.**

Approval to Execute Agreement with Javier Hinojosa
CC REGULAR

Date: 03/25/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, and approval to execute a professional engineering services contract/agreement for the provision of general engineering services with Javier Hinojosa Engineering for Hidalgo County Precinct No. 3 as authorized & approved for negotiations by CC on 03/11/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 3-19-08 $136,745.07.

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 3-19-08 $20,000.00.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008	APRV
2	Budget & Management	Dina Trevino	03/19/2008 08:31 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/19/2008 08:43 AM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/18/2008 03:11 PM

Final Approval Date: 03/20/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-08-112-03-25

THIS AGREEMENT is made effective the **25th** day of **March, 2008**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **Javier Hinojosa Engineering.** ("Engineer").

W I T N E S S E T H:

WHEREAS, County has determined that the services of professional engineers are sometimes necessary to carry out the required services related to **"Develop Various Road Projects" for Hidalgo County Precinct No. 3** and

WHEREAS, pursuant to Article 2254.004, "The Professional Services Procurement Act," Texas Government Code, the County requested proposals from professional engineers to assist the County by providing engineering services; and

WHEREAS, the County has selected the engineer to provide construction materials testing services within the County of Hidalgo, Texas.

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

1. **Scope of Services.** Engineer agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Engineer." The County will provide to Engineer the services described in Exhibit "B", "Services to be Provided by County."

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate March 25, 2009 unless sooner terminated as provided herein. The Engineer will not begin work or incur costs until authorized in writing by the County for each work authorization.

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

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

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

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or

the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Engineer unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

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

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

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.
2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Engineer: Javier Hinojosa Engineering
Attention: Javier Hinojosa, P.E., President
416 E. Dove Avenue
McAllen, Texas 78504

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

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

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

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

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

26. **Engineer's Seal.** All documents and data furnished by the Engineer to the County shall bear the Engineer's professional seal.

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on, March 25, 2008

Approved as to form:
Atlas & Hall, LLP

By:_____

Date:_____

COUNTY:

COUNTY OF HIDALGO, TEXAS

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

Date:_____

ENGINEER:
By:_____

Printed Name:_____

Title:_____

Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

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** (as defined and more particularly identified in EXHIBIT "A" attached to this Agreement).

General
The Owner will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 8 of this Agreement.

(2) 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.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) 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 agree-upon work schedule prepared in accordance with **EXHIBIT "A"** attached to this Agreement.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

EXHIBIT "B"

Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the Paving Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadways;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

HIDALGO COUNTY

Professional Engineering Services
Contract
Work Authorization Form

WORK AUTHORIZATION NO. ___

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, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide_____.

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 _____.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 ___3___ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

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

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___ Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2007.

THE ENGINEER:
(INSERT NAME OF COMPANY)

_____
By:_(TYPE NAME)_____

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

EXHIBIT "D"

ENGINEER'S CONTRACT RATES

HOURLY RATES:

Project Principal	$ 75.00/Hr.
Project Engineer	$ 70.00/Hr.
R.P.L.S.	$ 70.00/Hr.
G.P.S. Survey Crew	$ 95.00/Hr.
3 Man Survey Crew	$ 80.00/Hr.
2 Man Survey Crew	$ 70.00/Hr.
Party Chief	$ 40.00/Hr.
CADD/Designer	$ 40.00/Hr.
Clerical	$ 25.00/Hr.

Policy Number: Date Entered: 11/27/2007

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/27/2007

PRODUCER	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.	
Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572 (956)581-9838	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: NATIONAL LLOYDS INSURANCE CO	
JAVIER HINOJOSA ENGINEERING JAVIER HINOJOSA 416 E. DOVE MCALLEN, TX 78504	INSURER B: FARMERS INSURANCE EXCHANGE	
	INSURER C: FARMERS INSURANCE EXCHANGE	
	INSURER D: EVANSTON INSURANCE COMPANY	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CP9002401-03	6/28/2007	6/28/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ EXCL $ 1,000,000 $ EXCL
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	069398805	3/29/2007	3/29/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	N0707-71-94	12/1/2007	12/1/2008	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
D		OTHER PROFESSIONAL LIABILITY	AE812316	12/4/2007	12/4/2008	PER CLAIM	$1,000,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARTA SALAZAR-PURCHASING DEPT
2812 S BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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AI-8437 **13.F.1.**

Pct 4-WA# 5-Millenium Engineers & Invoice Nos. 6761 & 6762-Quintanilla, Headley & Assoc.

CC REGULAR

Date: 03/25/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

A. Presentation for consideration, discussion acceptance and approval of Work Authorization No. 5 in the amount of $ 4,714.44 with MILLENNIUM ENGINEERS GROUP, INC. to provide engineering services to Hidalgo County Precinct No. 4, in connection with Contract No. C-07-265-10-15 for "Construction Materials Testing Services for PAVED/UN-PAVED, LATERAL and CIP PROJECTS (Hidalgo County Precinct No. 4 Parking Lot Improvements)"

B. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 6761 & 6762 in the amount of $ 5,100.00 from QUINTANILLA, HEADLEY & ASSOCIATES, INC. in connection with Contract No. C-07-131-07-24 and Work Authorization # 2 & #3 (PO# 600294)-"Engineering and Surveying of Existing 50-ft Rd:(West of Doolittle to Sandy Ridge) and Mile 19 Rd Extension:(East of Kenyon to Cesar Chavez) " for Hidalgo County Precinct No. 4.

BACKGROUND

Work Authorization No. 5
Invoice Nos. 6761 & 6762

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1301-419-40-124-034-0-739
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Item A. $0.00 available balance as of 03/20/08. Agenda Item #8521 CC 03/25/08 will be appropriating $37,718.13 into this account.

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-334
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Item B. $5,100 available balance as of 03/20/08 on PO#600294

Attachments

Link: WA# 5-Millenium Engineers & Invoice Nos. 6761 & 6762-Quintanilla, Headley & Assoc.

Link: WA# 5-Millenium Engineers & Invoice Nos. 6761 & 6762-Quintanilla, Headley & Assoc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/18/2008 11:36 PM	APRV
2	Budget & Management	Dina Trevino	03/19/2008 06:53 AM	APRV
3	Rey Salazar	Rey Salazar	03/20/2008 02:33 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Letty Saenz Started On: 03/17/2008 07:34 AM

Final Approval Date: 03/20/2008

COUNTY of HIDALGO

OSCAR L. GARZA, JR.
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMO

DATE: MARCH 18, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETTY SAENZ
FROM: HIDALGO COUNTY PRECINCT #4
REF: WORK AUTHORIZATION #5
ACCT.#: 8-1301-419-40-124-034-0-739

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING WORK AUTHORIZATION **#5** IN THE AMOUNT OF **$4,714.44** FOR **MILLENNIUM ENGINEERS GROUP, INC.** ON THE NEXT COMMISSIONERS' COURT.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: WORK AUTHORIZATION #5

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-265-10-15
Work Authorization Form

WORK AUTHORIZATION NO. 5

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, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide

Geotechnical Engineering Services and Construction Materials Testing Services at the Hidalgo County Precinct No. 4 Parking Lot

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 **$4,714.44**
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. 8-1301-419-40-129-084-0-739
Requisition Number 128819 **(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** Precinct No. 4, Commissioner Oscar L. Garza, Jr. to content and detail of this **Work Authorization No. 5**
HIDALGO COUNTY PRECINCT NO. 4

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 _____, 2008.

THE ENGINEER:

_____
By: Raul Palma

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "A"

SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this 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 projects.

(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 work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

ATTACHMENT "B"

SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

COST PROPOSAL

Millennium Engineers Group,
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/17/2008	08-82

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

	Project
	08M48-Hidalgo County Pct.No.4 Parking Lot

Description	Qty	Cost	Total
Atterberg Limits	2	59.00	118.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	2	175.00	350.00
Field Density (Soils)	24	20.00	480.00
Asphalt Density (In-Place, Cores)	8	20.00	160.00
Wet Ball Mill	1	160.00	160.00
Asphalt Cores	8	50.00	400.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea)	3	20.00	60.00
Air Content (Pressure)	2	18.00	36.00
Concrete Specimen (Compression)	8	15.00	120.00
Stability	1	85.00	85.00
Vehicle Trip Charge	13	30.00	390.00
Engr. Technician	18.75	39.25	735.94
Engr. Technician (Concrete)	9	42.00	378.00
Engr. Technician (Asphalt)	3.25	42.00	136.50
Project Management & Coordination	2	65.00	130.00
Clerical/Administrative	15	40.00	600.00

We thank you for your prompt payment. Please remit to the above address.

Total $4,714.44



HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: **LETTY SEANZ**
Hidalgo County Purchasing Department

FAX NO. (956)-292-7612 OR 318-2629

NO. OF PAGES: 10 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 3/18/2008
TIME: 8:50 AM. / P.M.

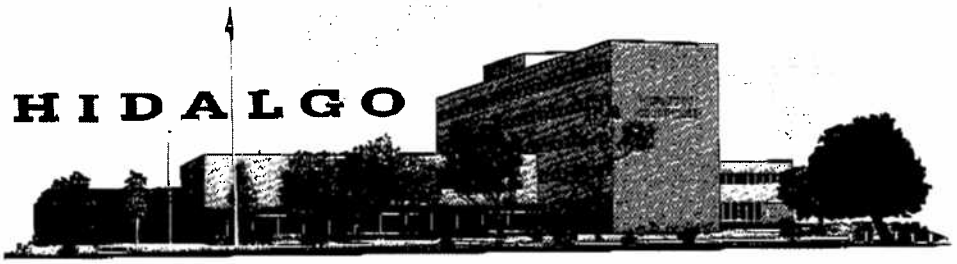
COMMENTS: **Please place on the next Commissioners' Court**

Any ? call me Thanks Rumaldo Munoz Jr.

Confidentiality Notice

This facsimile transmission (and/or the document accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual of entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of these documents.

COUNTY of HIDALGO
OSCAR L. GARZA, JR.
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMO

DATE: MARCH 18, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETTY SAENZ
FROM: HIDALGO COUNTY PRECINCT #4
REF: INVOICE #6761 & 6762
WORK AUTHORIZATION #2 & #3
ACCT.#: 8-1204-431-00-124-007-0-334

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING INVOICE **#676** FOR **$3,600.00** AND **6762** FOR **$1,500.00** FOR **QUINTANILLA, HEADLEY & ASSOCIATE, INC.** ON THE NEXT COMMISSIONERS' COURT.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT MY OFFICE, THANK YOU.

CC: COUNTY FILES
ATTACHMENT: INV. #6761 & 6762
P.O. 600294

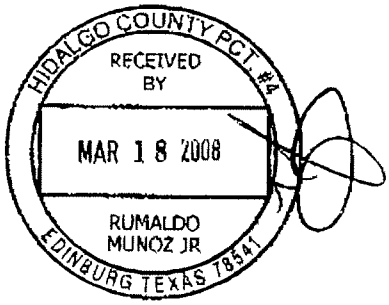
Invoice

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, Texas 78539
PH: 956-381-6480

DATE	INVOICE #
3/18/2008	6762

BILL TO

Hidalgo County Precinct No. 4
ATTN: Rumaldo Muñoz
1102 N. Doolittle Road
Edinburg, Texas 78541



DESCRIPTION	AMOUNT
RE: SURVEY OF EXISTING 50-FOOT ROAD: WEST OF DOOLITTLE TO SANDY RIDGE SUBDIVISION	1,500.00
	0.00

8-1204-431-00-124-007-0-334
Pct. # 0340
Pur. Req. # 128314
P.O. # 600294

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 3/18/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr 3/18/2008
Contract #07-131-07-24

Thank you for your business!

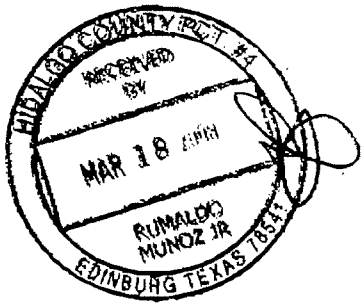
Total $1,500.00

Invoice

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, Texas 78539
PH: 956-381-6480

DATE	INVOICE #
3/18/2008	6761

BILL TO
Hidalgo County Precinct No. 4 Attn: Rumaldo Muñoz 1102 N. Doolittle Road Edinburg, Texas 78541



DESCRIPTION	AMOUNT
RE: MILE 19 ROAD EXTENSION: EAST OF KENYON TO CESAR CHAVEZ ROAD.	3,600.00
SURVEY OF STAKING OF RIGHT OF WAY	0.00

8-1204-431-00-124-007-0-334
Pct. # 0340
Pur. Req. # 128314
P.O. # 600294

Approved By:

INVOICE RECEIVED BY:
Rumaldo Munoz Jr on: 3/18/2008
GOODS/SERVICES RECEIVED BY:
Rumaldo Munoz Jr 3/18/2008
Contract #07-131-07-24

Thank you for your business!

Total $3,600.00

Purchase Order

COUNTY OF HIDALGO

PO#: 600294

DATE: 03/12/08

VENDOR: 154024 REQ:00128314
Email:
Phone:
QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions: Contract No:
PCT. REQ. #0340

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT #07-131-07-24 UPON COMPLETION		
1	EACH	WORK AUTHORIZATION #2 ENGINEERING & SURVEYING OF EXISTING 50 FOOT ROAD: WEST OF DOOLITTLE TO SANDY RIDGE SUBDIVISION, APPROVED COMMISSIONERS' COURT OF MARCH 06, 2008 ITEM #AI-8162.	1,500.00	1,500.00
1	LOT	WORK AUTHORIZATION #3 ENGINEERING & SURVEYING OF MILE 19 EXTENSION: EAST OF KENYON TO CESAR CHAVEZ RD., APPROVED COMMISSIONERS' COURT OF MARCH 06, 2008 ITEM #AI-8162.	3,600.00	3,600.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		5,100.00
		********** For Hidalgo County use only **********		
		8-1204-431-00-124-007-0-334 5,100.00		
		Approved		

Authorized by: Martha L. Salazar

HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: **LETTY SEANZ**
Hidalgo County Purchasing Department

FAX NO. (956)-292-7612 OR 318-2629

NO. OF PAGES: 5 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 3/18/2008
TIME: 8:50 AM. / P.M.

COMMENTS: **Please place on the next Commissioners' Court**

Any ? call me Thanks Rumaldo Munoz Jr.

Confidentiality Notice

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AI-8502 **13.G.1.**

Status-Negotiations-Architect-ERO
CC REGULAR

Date: 03/25/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

A.Presentation for discussion, consideration, acceptance and action in connection with, but not limtied to, the following projects and/or events:

1. Emergency repairs to areas affected by ruptured water line (on or abourt March 14 or 15, 2008) at the Hidalgo County Courthouse;
   a.) Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024 (a) (3) "An item necessary because of unforseen damage to public property".
   b.) Requesting authority to contract with Clean Air Solutions (awarded construction services vendor) to abate/remediate asbestos containing materials found in the 93rd District Court including affecting emergency repairs/remediation due to water damage.
   c.) Requesting authority to contract with ACI Environmental Consultants to provide monitoring and reporting services in connection with the abatement of the asbestos containing materials found in the 93rd District Court.

2. Solicitation of proposals from awarded construction services providers or job order contractors (as authorized by CC on 3-18-08);

3. Contract negotiations (to date) with number one ranked architectural firm of ERO International, LLP in connection with generating "As Built Drawings" of the existing Courthouse to include annexes and the surrounding parking areas and sidewalks for the purposes of addressing required renovations with further clarification and direction by CC regarding:

   a.) Confirmation that scope of work is for all structures, parking areas and sidewalks located on the site of the Courthouse (entire block);

   b.) Commissioners Court Executive Officer designated as "Overseer" of project to guide and advise intent and position of Commissioners Court regarding the project;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Fund 1336 CO's

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for these events as noted on the Caption is going to be from fund 1336 2006 COs Available Unreserved 2008 Fund Balance is $1,486,440.28.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/19/2008 03:04 PM	APRV
2	Budget & Management	Dina Trevino	03/20/2008 07:44 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/20/2008 01:15 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Marty Salazar Started On: 03/19/2008 11:44 AM

Final Approval Date: 03/20/2008

AI-8445 **13.H.1.**

Request for removal of fixed assets
CC REGULAR

Date: 03/25/2008
Submitted By: Irma Guzman, 139TH DISTRICT COURT
Submitted For: Irma Guzman
Department: 139TH DISTRICT COURT
Agenda Area: Purchasing Department

Information

CAPTION

Approval to remove the following fixed asset items from inventory:

A) Law Books, Asset Tag# 7190
B) Canon Np6012 Copier, Asset Tag# 29750
C) Xerox Copier XC 2675T, Asset Tag# 31496
D) Farsight Pent. II 300 MHZ, mini computer tower, Asset Tag# 32301
E) Computer model 386, Asset Tag# 24730

BACKGROUND

Inventory was left on the inventory list by predecessor and it can no longer be accounted for.

Fiscal Impact

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/18/2008 11:41 PM	APRV
2	Budget & Management	Dina Trevino	03/19/2008 06:56 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2008 08:21 AM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Irma Guzman			Started On: 03/17/2008 12:49 PM	
Final Approval Date: 03/20/2008				

AFFIDAVIT

It is my intent to attest that prior to me, Judge Bobby Flores, taking office on January 2, 2005, the following items were not in the possession of the 139th District Court of Hidalgo County.

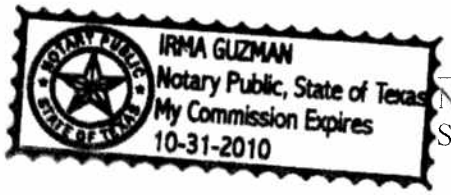
1. Law Books, Asset #7190, acquired on 04/30/2001
2. One (1) 386 Computer, Asset #24730, Serial #10900778, and acquired 01/28/1992
3. One (1) Canon NP6012 Copier, Asset #29750, Serial #NUC01716, acquired on 11/21/1995
4. One (1) XC 2675T Xerox Copier, Asset #31496, Serial #MSE01639, acquired on 01/27/1998
5. One (1) Farsight Pent II 300 MHZ, Mini Tower, Asset #32301, acquired on 07/28/1998

All efforts were exhausted through the Hidalgo County Fixed Assets Division and the 139th District Court staff to locate these items. However, due to the lapse in time and transition of county department staff, back-up information is not available. I respectfully request that the aforementioned items be removed from the inventory of the fixed assets for the 139th District Court.

SIGNATURE: _____ Date: 2/19/08

TITLE: JUDGE, 139TH DISTRICT COURT

BEFORE ME, Irma Guzman, a Notary Public, appeared Bobby Flores and on his oath deposed and stated that the foregoing facts as set forth in the above Affidavit are true and correct.



Irma Guzman
NOTARY PUBLIC IN AND FOR
STATE OF TEXAS

AI-8433 **13.I.1.**

THREE (3) NEW 2008 DOUBLE CAB TRUCKS
CC REGULAR

Date: 03/25/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** HIDTA

Information

CAPTION

Requesting award of bid to vendor meeting all specifications/requirements under for: Bid No: 2008-083-03-12-VYG-Hidalgo County H.I.D.T.A.-Three (3) New 2008 Double Cab Trucks.

BACKGROUND

As per H.I.D.T.A., place item on agenda for approval to award.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1291-412-00-270-002-0-741
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 3/20/08 $75,000.00

Attachments

Link: Grid
Link: Vendor's Bid Response
Link: BID TABULATION
Link: Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008 02:15 PM	APRV
2	Budget & Management	Dina Trevino	03/19/2008 02:39 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2008 02:58 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Vangie Garcia Started On: 03/14/2008 03:47 PM

Final Approval Date: 03/20/2008

HIDALGO COUNTY H.I.D.T.A.
"THREE (3) NEW 2008 DOUBLE CAB TRUCKS"
BID NO: 2008-083-03-12-VYG

NO:	H.I.D.T.A. SPECIFICATIONS	FRANK SMITH	BERT OGDEN MOTORS
	CATEGORY "A"- ONE (1) NEW 2008 DOUBLE CAB TRUCKS	**ONE (1) NEW 2008 TOYOTA TACOMA**	**ONE (1) NEW 2008 GMC CANYON**
1	**YEAR/MODEL/QUANTITY:** One (1) New 2008 Double Cab-4x2 **Example: Tacoma-Colorado-Ranger(same as or equivalent)**	2008 TOYOTA TACOMA DOUBLE CAB 42	2008 GMC CANYONCREW CAB 4X2
2	**MECHANICAL/PERFORMANCE:** 236 HP. 4.oL V6 DOHC 24 V Engine w/VVT-1 **(same as or equivalent)**	236 HP. 4.0 V-6 24 V ENGINE	3.7 L 5 CYLINDE GAS ENGINE 242 HP-242 TORQUE
3	5-Speed EC-1 Automatic Transmission **(same as or equivalent)**	.5 SPEED EC-1 AUTOMATIC TRANS.	4 SPEED AUTO TRANS
4	Coil Over Shock Double A-Arm Fr. Susp. **(same as or equivalent)**	COIL OVER SHOCK DOUBLE A-ARM FR. SUSP.	INCOMPLETE
5	Multi-Leaf Rr Susp. w/Staggered **(same as or equivalent)**	MULTI-LEAF RV.SUSP. W/STABERED SHOCKS	INCOMPLETE
6	Outboard Mounted Shocks **(same as or equivalent)**	OUTBOARD MOUNTED SHOCKS	INCOMPLETE
7	Front Stabilizer Bar **(same as or equivalent)**	FRONT STABILIZER BAR	INCOMPLETE
8	Power Assisted Rack and Pinion Steering **(same as or equivalent)**	POWER ASSISTED RACK & PISTON STEERING	INCOMPLETE
9	Power Assisted Fr Disc/Rr Drum Brakes **(same as or equivalent)**	POWER ASSISED FR. DIS./RV. DRUM BRAKES	INCOMPLETE
10	16"Styled Steel Whis, P245/75R16 Tires **(same as or equivalent)**	16"STYLED STEEL WHEEL P245/75R16 TIRES	15" ALUMINUM WHEELS P225/75R15 ALL SEASON BLKWALLS
11	**SAFETY:** 4 Wheel ABS w/Electronic Brakeforce **(same as or equivalent)**	4 WHEEL ABS/ELECTROINC BRAKE FORCE	INCOMPLETE
12	Distribution (EBD) and Brake Assist (BA) **(same as or equivalent)**	DISTRIBUTION W/BRAKE ASSIST	INCOMPLETE
13	Dr & Fr Pass Advanced Airbag System **(same as or equivalent)**	DR. & FR. ADVANCE AIRBAG SYSTEM	INCOMPLETE

14	Dr & Fr Pass 3pt. Seatbelts **(same as or equivalent)**	DR. & FR. PASS 3 PT. SEAT BELTS	INCOMPLETE
15	Pretensioners & Force Limiters **(same as or equivalent)**	PRETENSIONERS & FORCE LIMITERS	INCOMPLETE
16	Rr 3pt. Seatbelts & Adj Headrest **(same as or equivalent)**	3PT SEATBELTS ADJUST. HEADREST	INCOMPLETE
17	CRS Lower (ISOFIX) & Top Tether Anchors **(same as or equivalent)**	CRS LWER TOP TETHER ANCHORS	INCOMPLETE
18	Side Door Impact Beams **(same as or equivalent)**	SIDE DOOR IMPACT BEAMS	INCOMPLETE
19	Tire Pressure Monitoring System **(same as or equivalent)**	TIRE PRESSURE MONITORING SYSTEM	INCOMPLETE
20	**EXTERIOR:** Black Grille/Fr Bumper/Overfenders **(same as or equivalent)**	BLACKGRILLE/FR. BUMPER/OVERFENDERS	INCOMPLETE
21	Handles/Outside Mirrors **(same as or equivalent)**	HANDLES/OUTSIDE MIRRORS	HANDLES/OUTSIDE MIRRORS
22	Argent Grille Surround, Rear Bumper **(same as or equivalent)**	ARGENT GRILLE SURROUND, REAR BUMPER	INCOMPLETE
23	SMC Composite Inner Bed w/Steel Outer **(same as or equivalent)**	SMC COMPOSITE INNER BED	INCOMPLETE
24	Panels, Removable Tailgate & Rail Caps **(same as or equivalent)**	PANELS, REMOVABLE TAILGATE/RAIL CAPS	INCOMPLETE
25	Deck Rail System w/4 Adj Tie-Down Cleats **(same as or equivalent)**	DECK RAIL SYSTEM W/4 ADJ. TIE DOWNS	INCOMPLETE
26	**INTERIOR** Cloth Bucket Front Seats w/Pass-side **(same as or equivalent)**	CLOTH BUCKET FRT. SEASTS W/PASS-SIDE	CLOTH BUCKET FRONT SEATS
27	Fold-flat, Driver-Side Lumbar Support **(same as or equivalent)**	FOLD FLAT DDRIVER SIDE LUMBAR SUPPORT	INCOMPLETE
28	Adj Headrests **(same as or equivalent)**	ADJ. HEADREST	ADJ. HEADRESTS

29	60/40 Split Rr Bench w/Underseat & Rr **(same as or equivalent)**	60/40 SPLIT R BENCH W/UNDERSEAT	60/40 SPLIT REAR SEATS
30	Bulkhead Storage **(same as or equivalent)**	REAR BULKHEAD STORAGE	INCOMPLETE
31	Factory AC and Heater Unit **(same as or equivalent)**	FACTORY A/C AND HEATER UNIT	A/C AN DHEATER
32	Pwr Windows/Door Locks/Mirrors **(same as or equivalent)**	POWER WINDOWS/DOOR LOCKS, MIRRORS	INCOMPLETE
33	AM/FM Radio/CD w/Antenna, speakers **(same as or equivalent)**	AM/FM RADIO W/CD	AM/FM/CD
34	Tilt/Telescoping Steering Wheel **(same as or equivalent)**	TILT/TELESCOPING STEERING WHEEL	INCOMPLETE
35	Engine Immobilizer **(same as or equivalent)**	ENGINE IMMOBILIZER	INCOMPLETE
36	Aux Power Point **(same as or equivalent)**	AUX. POWE POINT	INCOMPLETE
37	LED-Illuminated Gauges **(same as or equivalent)**	LED-ILLUMINATED GAUGES	INCOMPLETE
38	**GALLON CAPACITY** 21.1 **(same as or equivalent)**	21.0 FUEL TANK	INCOMPLETE
39	**MISCELLANEOUS** Complete full size spare tire, jack and tool **(same as or equivalent)**	YES	SPARE IS COMPACT SPARE WITH JACK AND TOOLS
40	State Inspection Sticker **(same as or equivalent)**	YES	YES – 1 YEAR
41	Heavy Duty Floor Mats **(same as or equivalent)**	N/A	FLOOR MATS
42	Heavy Duty Radiator **(same as or equivalent)**	N/A	INCOMPLETE
43	Auxiliary lighting in bed & under hood **(same as or equivalent)**	YES	INCOMPLETE

44	Heavy Duty rustproof and undercoat w/guarantee **(same as or equivalent)**	N/A	INCOMPLETE
45	Tinted glass windows **(same as or equivalent)**	N/A	INCOMPLETE
46	Intermittent wipers **(same as or equivalent)**	YES	INTERMITTENT WIPERS
47	Electronic Backup Alarm **(same as or equivalent)**	N/A	INCOMPLETE
48	Towing Package **(same as or equivalent)**	CAN BE EQUIPPED	TOW PACKAGE
49	Warranty – Please state	3 YEAR BUMPER TO BUMPER 5 YEAR ENGINE & TRANS.	3 YEARS/36 MILES BASIC 5 YEAR/100 POWER TRAIN
50	Delivery Date – Please State	4 DAY NOTICE	8 – 10 WEEKS
51	Color: To be chosen upon award	UPON AWARD	UPON AWARD
COST FOR EACH		**$20,580.78**	$20,115.75

HIDALGO COUNTY H.I.D.T.A.
"THREE (3) NEW 2008 DOUBLE CAB TRUCKS"
BID NO: 2008-083-03-12-VYG

NO:	H.I.D.T.A. SPECIFICATIONS	FRANK SMITH	BERT OGDEN MOTORS
	CATEGORY "B"- TWO (2) NEW 2008 DOUBLE CAB TRUCKS	**TWO (2) NEW 2008 TOYOTA TUNDRA**	**TWO (2) NEW 2008 GMC CANYON**
01	**YEAR/MODEL/QUANTITY:** Two (2) New 2008 Double Cab-4x2 **Example: Tundra-Titan-Silverado** **(same as or equivalent)**	TWO (2) NEW 2008 DOUBLE CAB TUNDRA TRUCKS 4X2	TWO (2) 2008 GMC SIERRA CREWCAB 4X2
02	**MECHANICAL/PERFORMANCE:** GVWR= 6400 LBS. Payload = 1470 lbs. **(same as or equivalent)**	GVWR-6400 LBS.PAYLOAD-1470 BLS.	GVWR 6800 LBS. PAYLOAD 1500 LBS.
03	Tow Capacity=4800 lbs. **(same as or equivalent)**	4800 LBS.	7400 LBS.
04	236 HP/266 Lb-Ft. 4.0L DOHC 24 V6 w/VVT-1 **(same as or equivalent)**	236 HP/266 LB FT.-4.0 DOHC-24 V6 W/VVT-1	295 HP/305 LB FT. TORQUE 4.8L V-8 VORTEC ENGINE GAS
05	5 Speed Automatic Trans w/Sequential Shift **(same as or equivalent)**	5 SPEED AUTOMATIC TRANS W/SEQUENTIAL SHIFT	4 SPEED
06	Cruise Control **(same as or equivalent)**	CRUSE CONTROL	INCOMPLETE
07	3.909 Rear Differential s/9.5 " Ring Gear **(same as or equivalent)**	3.909 REAR DIFFERNTIAL s/9.5 RING GEAR	3.73 REAR DIFF. GEAR
08	Automatic Limited Slip Diff (Auto LSD) **(same as or equivalent)**	AUTOMATIC LIMITED SLIP DIFF (AUTO LSD)	DIFF. HEAVY DUTY AUTOMATIC LOCKING REAR
09	Triple Tech Frame: Fully-boxed Fr Section **(same as or equivalent)**	TRIPLE TECH FRAME: FULLY BOXED FR SECTION	INCOMPLETE
10	Reinforced C Under Cab, Open C Under Bed **(same as or equivalent)**	REINFORCED C UNDER CAB, OPEN C UNDER BED	INCOMPLETE

11	Coil Over Shock Double A-Arm Front **(same as or equivalent)**	COIL OVER SHOCK DOUBLE A-ARM FRONT	INCOMPLETE
12	Suspension w/Stabilizer Bar **(same as or equivalent)**	SUSPENSION W/STABILIZER BAR	INCOMPLETE
13	Multi-Leaf Trapezoidal Rear Suspension **(same as or equivalent)**	MULTI-LEAF TRAPEZOIDAL REAR SUSPENSION	INCOMPLETE
14	Staggered Outboard Mounted Shocks **(same as or equivalent)**	STAGGERED OUTOBARD MOUNTD SHOCKS	INCOMPLETE
15	18" Steel Wheels w/P255/70R18 Tires **(same as or equivalent)**	18" STEEL WHEELS W/P255/70R18 TIRES	15" CHROME STYLED STEEL WHEELS P245/70R17 ALL SEASON, BLKWALLS
16	Pwr 4 Wheel Disc. Brakes, 13.9" Fr Rotors **(same as or equivalent)**	PWR 4 WHEEL DISC. BRAKES, 13.9 FR ROTORS	INCOMPLETE
17	**EXTERIOR:** 6.5' Double-Walled Bed w/Tailgate Assist. **(same as or equivalent)**	6.5" DOUBLE-WALLED BED W/TAILGATE ASSIST.	INCOMPLETE
18	Black Handles, Outside Mirrors **(same as or equivalent)**	BLACK HANDLES, OUTSIDE MIRRORS	BLACK HANDLES, OUTSIDE MIRRORS
19	Color-Keyed Front Bumper **(same as or equivalent)**	COLOR-KEYED FRONT BUMPER	INCOMLETE
20	Chrome Grille Surround, Rear Bumper **(same as or equivalent)**	CHROME GRILLE SURROUND REAR BUMPER	INCOMPLETE
21	**INTERIOR:** 40/20/40 Front Bench Seat w/8-way Dr **(same as or equivalent)**	40/20/40 FRONT BENCH SEAT W/8 WAY DR.	40/20/40 FRONT BENCH NO POWER SEAT
22	4-way Fr Pass Adj., Center 3pt Seatbelts **(same as or equivalent)**	4 WAY FR PASS ADJ., CENTER 3 PT SEATBELTS	INCOMPLETE
23	Dual Zone Climate Control w/Sync Mode **(same as or equivalent)**	DUAL ZONE CLIMATE CONTROL W/SYNC MODE	DUAL CLIMATE CONTROL A/C
24	AM/FM/CD Player w/Speakers **(same as or equivalent)**	AM/FM/CD PLAYER W/SPEAKERS	AM/FM/CD

25	Tilt Steering Wheel **(same as or equivalent)**	TILT STEERING WHEEL	INCOMPLETE
26	Power Windows/Door Locks/Mirrors **(same as or equivalent)**	POWER WINDOWS/DOOR LOCKS/MIRRORS	PWR WINDOWS & LOCKS, MIRRORS
27	Cloth Trimmed Seats **(same as or equivalent)**	CLOTH TRIMME D SEATS	CLOTH SEATS
28	Remote Keyless Entry System **(same as or equivalent)**	REMOTE KEYLESS ENTRY	REMOTE VEHICLE STARTER SYSTEM, KEYLESS ENTRY
29	Variable Intermittent Windshield Wipers **(same as or equivalent)**	VARIABLE INTERMITTENT WINDSHIELD WIPERS	INTERMIITTENT WIPERS
30	**SAFETY:** Star Safety System: 4 Wheel ABS **(same as or equivalent)**	STAR SAFETY SYSTEM: 4 WHEEL ABS	INCOMPLETE
31	Electronic Brakeforce Distribution **(same as or equivalent)**	ELECTRONIC BRAKEFORCE DISTRIBUTION	INCOMPLETE
32	(EBD), Brake Assist, and Vehicle **(same as or equivalent)**	(EBD), BRAKE ASSIST, AND VEHICLE	INCOMPLETE
33	Stability Control with Traction **(same as or equivalent)**	STABILITY CONTROL W/TRACTION	INCOMPLETE
34	Control (VSC+TRAC) **(same as or equivalent)**	CONTROL (VSC+TRAC)	INCOMPLETE
35	Dr & Fr Pass Advanced Airbag System **(same as or equivalent)**	DR & FR PASS ADVANCED AIRBAG SYSTEM	DRIVERS & PASS. AIRBAGS
36	Dr & Fr Pass Seat Side Airbags **(same as or equivalent)**	DR & FR PASS SEAT SIDE AIRBAGS	N/A
37	Roll-Sensing Curtain Airbags (RSCA) **(same as or equivalent)**	ROLL SENSING CURTTAIN AIRBAGS	INCOMPLETE
38	Dr & Fr Pass 3pt Seatbelts **(same as or equivalent)**	DR & FR PASS 3 PT SEATBELTS	INCOMPLETE

39	Pretensioners & Force Limiters **(same as or equivalent)**	PRETENSIONERS & FORCE LIMITERS		INCOMPLETE	
40	Tire Pressure Monitoring System **(same as or equivalent)**	TIRE PRESSURE MONITORING SYSTEM		N/A	
41	**GALLON CAPACITY:** 26.4 **(same as or equivalent**	26.4		INCOMPLETE	
42	**MISCELLANEOUS:** Heavy Duty Floor Mats **(same as or equivalent)**	4 CARPET MATS		FLOORM,ATS	
43	Heavy Duty Radiator **(same as or equivalent)**	NONE AVAILABLE		INCOMPLETE	
44	Auxiliary lighting in bed & under hood **(same as or equivalent)**	AUXILIARY LIGHTING IN BED		INCOMPLETE	
45	Heavy Duty rustproof and undercoat w/guarantee **(same as or equivalent)**	NONE AVAILABLE		INCOMPLETE	
46	Tinted glass windows **(same as or equivalent)**	AVAILABLE		INCOMPLETE	
47	Intermittent wipers **(same as or equivalent)**	INTERMITTENT WIPERS		INTERMITTENT WIPERS	
48	Electronic Backup Alarm **(same as or equivalent)**	NONE AVAILABLE		INCOMPLETE	
49	Towing Package **(same as or equivalent)**	AVAILABLE		TOWING PACKAGE	
50	State Inspection Sticker **(same as or equivalent)**	YES		1 YEAR	
51	Color: To be chosen upon award	UPON AWARD		ANY COLOR CHOSEN	
52	Warranty – Please State	3 YEAR/36 BUMPER TO BUMPER 5/60 ENGINE TRANSMISSION		3 YEAR/36,000 MILE BASIC WARRANTY, 5 YEAR/100,000 MILE POWER TRAIN	
53	Delivery Date – Please State	4 DAYS FROM AWARD		10 WEEKS FROM BID AWARD	
COST		**UNIT PRICE $21,221.82**	**TOTAL COST $42,443.64**	UNIT PRICE $27,374.68	TOTAL PRICE $54,749.36

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: Fernando dela Garza

Title: Commercial Truck Manager

Telephone Number: 956-381-4444 EXT 109

Date: 3/11/08

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

CATEGORY A

BID PAGE

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ONE (1) NEW 2008-DOUBLE CAB TRUCK

(Example: Tacoma – Colorado – Ranger (same as or equivalent)

Bid Price For One (1) New 2008 Double Cab Truck: $ 20,115.75

Twenty thousand one hundred fifteen DOLLARS

and seventy five CENTS

Vehicle Model & Identification Number	VIN# TO be announced 2008 GMC Canyon Double Cab
Delivery Date	10 weeks from bid award
Warranty Period	3yrs / 36,000 miles basic warranty 5yrs / 100,000 miles powertrain warranty
Cost and period of Extended Warranty, if available	
Bidder/Company Name	Bert Ogden Motors, Inc.
Address	4221 S. Hwy 281
City/State/Zip Code	Edinburg, TX 78539
Phone & Fax No.'s	office #956-381-4444 FAX #956-381-0358
Authorized Signature	
Printed Name	Fernando de la Garza
Title	Commercial Truck Manager

HIDALGO COUNTY
RFB NO: 2008-083-12-08-VYG
THREE (3) NEW 2008 DOUBLE CAB TRUCKS

CATEGORY A

SPECIFICATIONS FOR: **ONE (1) NEW 2008-DOUBLE CAB TRUCK**
(Example: Tacoma-Colorado-Ranger (same as or equivalent)

	Minimum Specifications		Bidder's Specifications: (Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)
01	**YEAR/MODEL/QUANTITY:** One (1) New 2008 Double Cab-4x2 **Example: Tacoma-Colorado-Ranger (same as or equivalent)**	01	2008 GMC Canyon QTY/1 Crew CAB 4X2
02	**MECHANICAL/PERFORMANCE:** 236 HP. 4.oL V6 DOHC 24 V Engine w/VVT-1 **(same as or equivalent)**	02	3.7L 5 cylinder gas engine 242 HP – 242 torque
03	5-Speed EC-1 Automatic Transmission **(same as or equivalent)**	03	4 spd auto trans
04	Coil Over Shock Double A-Arm Fr. Susp. **(same as or equivalent)**	04	
05	Multi-Leaf Rr Susp. w/Staggered **(same as or equivalent)**	05	
06	Outboard Mounted Shocks **(same as or equivalent)**	06	
07	Front Stabilizer Bar **(same as or equivalent)**	07	
08	Power Assisted Rack and Pinion Steering **(same as or equivalent)**	08	
09	Power Assisted Fr Disc/Rr Drum Brakes **(same as or equivalent)**	09	
10	16"Styled Steel Whis, P245/75R16 Tires **(same as or equivalent)**	10	15" aluminum wheels P225/75R15 all-season blk walls
11	**SAFETY:** 4 Wheel ABS w/Electronic Brakeforce **(same as or equivalent)**	11	
12	Distribution (EBD) and Brake Assist (BA) **(same as or equivalent)**	12	
13	Dr & Fr Pass Advanced Airbag System **(same as or equivalent)**	13	
14	Dr & Fr Pass 3pt. Seatbelts **(same as or equivalent)**	14	

15	Pretensioners & Force Limiters **(same as or equivalent)**	15	
16	Rr 3pt. Seatbelts & Adj Headrest **(same as or equivalent)**	16	
17	CRS Lower (ISOFIX) & Top Tether Anchors **(same as or equivalent)**	17	
18	Side Door Impact Beams **(same as or equivalent)**	18	
19	Tire Pressure Monitoring System **(same as or equivalent)**	19	
20	**EXTERIOR:** Black Grille/Fr Bumper/Overfenders **(same as or equivalent)**	20	
21	Handles/Outside Mirrors **(same as or equivalent)**	21	Handles/outside mirrors
22	Argent Grille Surround, Rear Bumper **(same as or equivalent)**	22	
23	SMC Composite Inner Bed w/Steel Outer **(same as or equivalent)**	23	
24	Panels, Removable Tailgate & Rail Caps **(same as or equivalent)**	24	
25	Deck Rail System w/4 Adj Tie-Down Cleats **(same as or equivalent)**	25	
26	**INTERIOR** Cloth Bucket Front Seats w/Pass-side **(same as or equivalent)**	26	Cloth bucket seats front
27	Fold-flat, Driver-Side Lumbar Support **(same as or equivalent)**	27	
28	Adj Headrests **(same as or equivalent)**	28	Adj. headrests
29	60/40 Split Rr Bench w/Underseat & Rr **(same as or equivalent)**	29	60/40 split rear seats
30	Bulkhead Storage **(same as or equivalent)**	30	
31	Factory AC and Heater Unit **(same as or equivalent)**	31	A/C and heater
32	Pwr Windows/Door Locks/Mirrors **(same as or equivalent)**	32	
33	AM/FM Radio/CD w/Antenna, speakers **(same as or equivalent)**	33	AM/FM/CD
34	Tilt/Telescoping Steering Wheel **(same as or equivalent)**	34	
35	Engine Immobilizer **(same as or equivalent)**	35	

36	Aux Power Point **(same as or equivalent)**	36	
37	LED-Illuminated Gauges **(same as or equivalent)**	37	
38	**GALLON CAPACITY** 21.1 **(same as or equivalent)**	38	
39	**MISCELLANEOUS** Complete full size spare tire, jack and tool **(same as or equivalent)**	39	Spare is compact spare with jack and tools
40	State Inspection Sticker **(same as or equivalent)**	40	yes 1yr.
41	Heavy Duty Floor Mats **(same as or equivalent)**	41	floor mats
42	Heavy Duty Radiator **(same as or equivalent)**	42	
43	Auxiliary lighting in bed & under hood **(same as or equivalent)**	43	
44	Heavy Duty rustproof and undercoat w/guarantee **(same as or equivalent)**	44	
45	Tinted glass windows **(same as or equivalent)**	45	
46	Intermittent wipers **(same as or equivalent)**	46	intermittent wipers
47	Electronic Backup Alarm **(same as or equivalent)**	47	
48	Towing Package **(same as or equivalent)**	48	tow package
49	Warranty – Please state	49	3yrs/3bkmiles basic + 5yr/100k power Train
50	Delivery Date – Please State	50	8-10 weeks for delivery
51	Color: To be chosen upon award	51	to be told ?

Prepared For:
MARTHA L. SALAZAR
HIDALGO COUNTY
2802 SOUTH BUSINESS HWY 2
EDINBURG, TX 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
Primary FAN: 815280
Requested Quantity: 1

Prepared By:
administrator



2008 Fleet/Non-Retail GMC Canyon 2WD Crew Cab 126.0" SLE2 TS15643

WINDOW STICKER

2008 GMC Canyon 2WD Crew Cab 126.0" SLE2	Interior: - No color has been selected.
3.7L/226 CID Gas I5	Exterior 1: - No color has been selected.
* 4-Speed Automatic w/OD	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
TS15643	2008 GMC Canyon 2WD Crew Cab 126.0" SLE2	$21,465.00
	OPTIONS	
Z85	SUSPENSION PACKAGE, HEAVY-DUTY	$0.00
C5C	GVWR, 5000 LBS. (2268 kg)	$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	$0.00
LLR	ENGINE, 3.7L DOHC 5-CYLINDER MFI	$0.00
M30	TRANSMISSION, 4-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WI	$0.00
___	NO LOCKING DIFFERENTIAL	$0.00
GT4	REAR AXLE, 3.73 RATIO	$0.00
3SB	SLE2 PREFERRED EQUIPMENT GROUP	$1,630.00
QET	TIRES, P225/75R15 ALL-SEASON, BLACKWALL	INC
ZAA	TIRE, COMPACT SPARE,	$0.00
AR9	SEATS, FRONT BUCKET, WITH (**J) SLE DELUXE CLOTH,	$0.00
__J	SEAT TRIM, SLE DELUXE CLOTH	$0.00
___	PAINT, SOLID	$0.00
US8	AUDIO SYSTEM, AM/FM STEREO WITH CD/MP3 PLAYER,	$0.00
PF3	WHEELS, 4-15" X 6.5" (38.1 CM X 16.5 CM) ALUMINUM	$0.00
VK3	LICENSE PLATE BRACKET, FRONT	$0.00
Z82	TRAILERING EQUIPMENT,	$270.00
UY7	TRAILERING WIRING HARNESS, HEAVY DUTY	INC
___	BID ASSISTANCE	$0.00
	SUBTOTAL	**$23,365.00**

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 135.3, Data updated 2/26/2008 9:31:00 AM
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Customer File:

Prepared For:
MARTHA L. SALAZAR
HIDALGO COUNTY
2802 SOUTH BUSINESS HWY 2
EDINBURG, TX 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
Primary FAN: 815280
Requested Quantity: 1

Prepared By:
administrator



2008 Fleet/Non-Retail GMC Canyon 2WD Crew Cab 126.0" SLE2 TS15643

WINDOW STICKER

Advert/Adjustments	$0.00
Destination Charge	$685.00
TOTAL PRICE	**$24,050.00**

Est City: 16.00 mpg
Est Highway: 22.00 mpg
Est Highway Cruising Range: 418.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 135.3, Data updated 2/26/2008 9:31:00 AM
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Customer File:

CATEGORY B

TWO (2) NEW 2008-DOUBLE CAB TRUCK

(Example: Tundra–Titan-Silverado (same as or equivalent)

SPECIFICATIONS FOR: **TWO (2) NEW 2008-DOUBLE CAB TRUCK**
(Example: Tundra-Titan-Silverado (same as or equivalent)

	Minimum Specifications		Bidder's Specifications: (Please fill out basic or exceeding specifications. All wording must be written in column to the right and without confusion to avoid disqualification.)
01	**YEAR/MODEL/QUANTITY:** Two (2) New 2008 Double Cab-4x2 **Example: Tundra-Titan-Silverado (same as or equivalent)**	01	2008 GMC Sierra Crew CAB QTY 2. 4X2
02	**MECHANICAL/PERFORMANCE:** GVWR= 6400 LBS. Payload = 1470 lbs. **(same as or equivalent)**	02	GVWR 6800lbs / payload 1500lbs.
03	Tow Capacity=4800 lbs. **(same as or equivalent)**	03	7400 lbs
04	236 HP/266 Lb-Ft. 4.0L DOHC 24 V6 w/VVT-1 **(same as or equivalent)**	04	295 HP / 305 lb ft. torque 4.8L V-8 Vortec engine gas
05	5 Speed Automatic Trans w/Sequential Shift **(same as or equivalent)**	05	4 spd auto
06	Cruise Control **(same as or equivalent)**	06	
07	3.909 Rear Differential s/9.5 " Ring Gear **(same as or equivalent)**	07	3.73 Rear dif. gear
08	Automatic Limited Slip Diff (Auto LSD) **(same as or equivalent)**	08	Dif., heavy duty automatic locking rear
09	Triple Tech Frame: Fully-boxed Fr Section **(same as or equivalent)**	09	
10	Reinforced C Under Cab, Open C Under Bed **(same as or equivalent)**	10	
11	Coil Over Shock Double A-Arm Front **(same as or equivalent)**	11	
12	Suspension w/Stabilizer Bar **(same as or equivalent)**	12	
13	Multi-Leaf Trapezoidal Rear Suspension **(same as or equivalent)**	13	
14	Staggered Outboard Mounted Shocks **(same as or equivalent)**	14	
15	18" Steel Wheels w/P255/70R18 Tires **(same as or equivalent)**	15	17" Chrome styled steel wheels P245/70R17 All season, blk walls

16	Pwr 4 Wheel Disc. Brakes, 13.9" Fr Rotors **(same as or equivalent)**	16	
17	**EXTERIOR:** 6.5' Double-Walled Bed w/Tailgate Assist. **(same as or equivalent)**	17	
18	Black Handles, Outside Mirrors **(same as or equivalent)**	18	Black handles, outside mirrors
19	Color-Keyed Front Bumper **(same as or equivalent)**	19	~~40~~
20	Chrome Grille Surround, Rear Bumper **(same as or equivalent)**	20	
21	**INTERIOR:** 40/20/40 Front Bench Seat w/8-way Dr **(same as or equivalent)**	21	40/20/40 front bench NO power seat
22	4-way Fr Pass Adj., Center 3pt Seatbelts **(same as or equivalent)**	22	
23	Dual Zone Climate Control w/Sync Mode **(same as or equivalent)**	23	Dual Climate Control a/c
24	AM/FM/CD Player w/Speakers **(same as or equivalent)**	24	AM/FM/CD
25	Tilt Steering Wheel **(same as or equivalent)**	25	
26	Power Windows/Door Locks/Mirrors **(same as or equivalent)**	26	PWR windows + locks mirrors
27	Cloth Trimmed Seats **(same as or equivalent)**	27	Cloth seats
28	Remote Keyless Entry System **(same as or equivalent)**	28	Remote vehicle starter system keyless Entry
29	Variable Intermittent Windshield Wipers **(same as or equivalent)**	29	intermittent wipers
30	**SAFETY:** Star Safety System: 4 Wheel ABS **(same as or equivalent)**	30	
31	Electronic Brakeforce Distribution **(same as or equivalent)**	31	
32	(EBD), Brake Assist, and Vehicle **(same as or equivalent)**	32	
33	Stability Control with Traction **(same as or equivalent)**	33	
34	Control (VSC+TRAC) **(same as or equivalent)**	34	
35	Dr & Fr Pass Advanced Airbag System **(same as or equivalent)**	35	Driver + Pass Airbags

36	Dr & Fr Pass Seat Side Airbags **(same as or equivalent)**	36	N/A
37	Roll-Sensing Curtain Airbags (RSCA) **(same as or equivalent)**	37	
38	Dr & Fr Pass 3pt Seatbelts **(same as or equivalent)**	38	
39	Pretensioners & Force Limiters **(same as or equivalent)**	39	
40	Tire Pressure Monitoring System **(same as or equivalent)**	40	N/A
41	**GALLON CAPACITY:** 26.4 **(same as or equivalent**	41	
42	**MISCELLANEOUS:** Heavy Duty Floor Mats **(same as or equivalent)**	42	Floormats
43	Heavy Duty Radiator **(same as or equivalent)**	43	
44	Auxiliary lighting in bed & under hood **(same as or equivalent)**	44	
45	Heavy Duty rustproof and undercoat w/guarantee **(same as or equivalent)**	45	
46	Tinted glass windows **(same as or equivalent)**	46	
47	Intermittent wipers **(same as or equivalent)**	47	intermittet wipers
48	Electronic Backup Alarm **(same as or equivalent)**	48	
49	Towing Package **(same as or equivalent)**	49	Towing package
50	State Inspection Sticker **(same as or equivalent)**	50	1 yr
51	Color: To be chosen upon award	51	any color chosen?
52	Warranty – Please State	52	3yr/36,000 mile basic warranty 5yr/100,000 mile powertrain warranty
53	Delivery Date – Please State	53	10 weeks from bid award.

CATEGORY B

BID PAGE

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By

TWO (2) NEW 2008-DOUBLE CAB TRUCK

(Example: Tundra – Titan – Silverado (same as or equivalent)

Bid Price For Each Truck: $ 27,374.68

Total Bid Price For Two (2) New 2008-Double Cab Trucks $ 54,749.36

Fifty four thousand Seven hundred forty nine DOLLARS

and thirty six CENTS

Vehicle Model & Identification Number	VIN# to be announced 2008 Gmc Sierra 1500 2wd Crew cab
Vehicle Model & Identification Number	same AS Above
Delivery Date	10 weeks from bid award
Warranty Period	from date of delivery
Cost and period of Extended Warranty, if available	
Bidder/Company Name	Bert Ogden Motors, Inc.
Address	4221 S. Hwy 281
City/State/Zip Code	Edinburg, Tx 78539
Phone & Fax No.'s	office # 956-381-4444 fax # 956-381-0358
Authorized Signature	
Printed Name	Fernando de la Garza
Title	Commercial Truck Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY H.I.D.T.A.

BID OPENING DATE: MARCH 12, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "THREE (3) NEW 2008 DOUBLE CAB TRUCKS"

BID NO: 2008-083-03-12-VYG	**BUYER II: VANGIE Y. GARCIA**

BID # RFB#	NAME OF COMPANY	CATEGORY A	UNIT PRICE	TOTAL PRICE	CATEGORY B	UNIT PRICE	TOTAL PRICE
#1	BERT OGDEN MOTORS (INCOMPLETE BID RESPONSES ON SEVERAL LINE ITEMS UNDER BOTH CATEGORIES-PLEASE SEE GRID ATTACHMENT)	2008 GMC CANYON DOUBLE CAB	$20,115.75	$20,115.75	2008 GMC SIERRA CREW CAB	$27,374.68	$54,749.36
#2	**FRANK SMITH TOYOTA**	**2008 TOYOTA TACOMA DOUBLE CAB**	**$20,580.78**	**$20,580.78**	**2008 TOYOTA TUNDRA DOUBLE CAB**	**$21,221.82**	**$42,443.64**
#3							
#4							
#5							
#6							
#7							
#8							
#9							
#10							

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: MARCH 12, 2008 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY – H.I.D.T.A. – THREE (3) NEW 2008 DOUBLE CAB TRUCKS"

BID NO: 2008-083-03-12

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
FRANK SMITH TOYOTA RICK ESCOBAR: SALES CONSULTANT EMAIL: mclair@franksmithtoyota.com	BLM AND EMAIL	VANGIE Y. GARCIA	2/26/08	1625 E. EXP. 83 PHARR, TEXAS 78577 (P) 956-497-3252 (F) 956-632-5323
CARDENAS RINGO GOMEZ EMAIL: r.gomez0124@yahoo.com	BLM AND EMAIL	VANGIE Y. GARCIA	2/26/08	210 N. LOOP 499 HARLINGEN, TEXAS 78550 (P) 956-425-6000 (F) 956-421-3596 © 956-688-7744
PAYNE WESLACO FORD GUS SALAS EMAIL: renoa@paynegroup.com	BLM AND EMAIL	VANGIE Y. GARCIA	2/27/08	800 E. EXP. 83 WESLACO, TX 78596 (P) 956-968-3151
RODRIGUEZ FORD ROBERT GARCIA EMAI: robert.garcia@rodriguezfordmerc.com	BLM AND EMAIL	VANGIE Y. GARCIA	2/27/08	NW CORNER HWY. 77 & SPUR 56 RAYMONDVILLE, TX. 78580 (P) 956-689-2452 (F) 956-689-5033
BERT OGDEN MOTORS FRED DE LA GARZA EMAIL: fredd@bertogden.com	BLM AND EMAIL	VANGIE Y. GARCIA	2/27/08	4221 S. US HWY. 281 EDINBURG, TEXAS 78539 (P) 956-381-4444
CHARLES CLARK DEWAIN RITCHIE	BLM	VANGIE Y. GARCIA	2/27/08	801 BUSINESS 83 MCALLEN, TEXAS 78501 (P) 956-686-5441 (F) 956-686-2830
PHILPOTT MOTORS MICHAEL WILEY/ALAN WILEY EMAIL: trucksgov@aol.com	EMAIL	VANGIE Y. GARCIA	2/27/08	1901 COUNTRY ROAD 176 GATESVILLE, TEXAS 76528.(P) 888-858-7801
HACIENDA FORD SAMUEL NUNEZ EMAIL: samnunez_2005@yahoo.com	BLM AND EMAIL	VANGIE Y. GARCIA	2/27/08	3010 WEST UNIVERISTY DR. EDINBURG, TEXAS 78539 (P) 956-383-7149 (F) 956-383-2422
CALDEWELL COUNTRY CHEVROLET AVERYT KNAPP EMAIL: lwoods@caldwellcountry.com	BLM AND EMAIL	VANGIE Y. GARCIA	2/27/08	800 EAST HWY. 21 CALDWELL, TEXAS 77836 (P) 979-567-1500 (F)979-567-3375

AI-8446 **13.J.1.**

Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services

CC REGULAR

Date:	03/25/2008		
Submitted By:	Vangie Garcia, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Acceptance and approval of contracts (reviewed and approved by Legal Counsel) with approved grant awards (previously approved by CC for consideration, determination of grant distributation awards on 02/11/08) for the four (4) qualifing non-profit organizations as follows:

A. Physicians Educational Foundation
B. Hope Family Health Center
C. Nuestra Clinica Del Valle
D. Lower Rio Grande Valley Community Health Management Corp., Inc. d/b/a/ El Milagro Clinic

BACKGROUND

Please see "Grant Distribution Grid"

Agenda Item/Minutes Of CC Approval of Determination of Grant Distribution (02/11/08)

"Inter-departmental Transfer(s)" with appropriated accounts and amounts from Dept. of Budget

Will become effective April 15, 2008, upon acceptance and full execution from both parties-reimbursement can not take place until agreements are fully executed by required date stated.

Fiscal Impact

FISCAL YEAR:	2008	**ACCT. #:**	8-1100-441-00-340-0XX-0-843
FUNDS AVAILABLE Y/N?:	Y	**MATCHING FUNDS Y/N?:**	

BUDGETARY IMPACT:

Available Balance in program #036 as of 3-19-08 $163,630.00 for Health Physicians Educational Foundation.
Available Balance in program #037 as of 3-19-08 $174,287.00 for Hope Family Health Center
Available Balance in program #038 as of 3-19-08 $217,619.00 for Nuestra Clinica del Valle
Available Balance in program #039 as of 3-19-08 $215,559.00 for El Milagro Clinic

Attachments

Link: Physician's Educational Foundation

Link: Hope Family Health Center

Link: Nuestra Clinica Del Valle

Link: El Milagro Clinic

Link: Grant Distribution Grid

Link: Previous Agenda/Minutes

Link: Inter-Department Transfers From Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/18/2008 11:44 PM	APRV
2	Budget & Management		03/20/2008 04:15 PM	PEND
3	Ivan Cantu	Ivan Cantu	03/19/2008 01:20 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Vangie Garcia Started On: 03/17/2008 02:14 PM

Final Approval Date: 03/20/2008

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

AGREEMENT TO PROVIDE SERVICES
C-07-402-03-25

THIS AGREEMENT made on April 15, 2008, by and between HIDALGO COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and Physicians' Educational Foundation ("Contractor"), a Texas non-profit corporation located in the City of McAllen, Hidalgo County, Texas as follows:

WITNESSETH:

WHEREAS, County has great concern in serving the utilization of primary/specialty services to indigent individuals residing within Hidalgo County with a household income below two hundred percent (200%) of the Poverty Income Guidelines ("Indigent"), and to promote further utilization of primary/specialty care services for residents of Hidalgo County who are medically indigent, and to provide medical and health services for residents of the County; and

WHEREAS, Contractor has represented to County that it is a non-profit organization duly constituted under the laws of the State of Texas and is in the business of providing such services to indigents and other qualified recipients;

WHEREAS, County desires to contract with Contractor to provide such services as detailed in Attachment A; and

WHEREAS, County will disburse appropriated grant funds as outlined in Attachment B and County may require that such grant funds be returned if the County determines that Contractor failed to comply with the terms of requirements and services; and

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, convenants, and distribution of said funds, County and Contractor agree to the terms and conditions stated in this Agreement.

1. " Contractor agrees that it will provide primary/specialty care services for

Indigents of Hidalgo County in need of medical assistance as detailed in Attachment A."

2. Contractor agrees that it will utilize such grant funds only for the purposes as detailed in the specifications and requirements of project.

3. Contractor agrees to provide the County any required reports, documentation, time sheets, activity log, canceled checks, and any other accurate records that identify accurately the application of grant funds for activities supported and requested in this Agreement.

4. Contractor shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. Contractor shall indemnify and hold County harmless from any and all liability that may arise and result from Contractor performance of the services herein described.

5. Contractor is eligible for a total amount not to exceed **$163,630.00**. Cost may be reimbursed for expenditures consistent with this agreement incurred on monthly basis. Reimbursement will not commence until agreement is fully executed by both parties. Agreement will be effective April 15, 2008, upon acceptance and full execution. Costs consistent with this agreement may be incurred for duration of One (1) Year Period-OneTime Basis. Reimbursements may be requested up to 60 days after the funding period expires (April 15, 2009) and any remaining funds will revert back to the County.

6. All payments will be made on a cost reimbursement basis. Quarterly reports will be required to establish that the proposed goals and objectives are being met. The Contractor shall adhere to the following procedures in order to receive payment:

1. Contractor shall submit a signed copy of this agreement.
2. Prior to seeking reimbursement, Contractor must incur costs pursuant to this agreement.
3. Contractor is entitled to a single reimbursement request per month, which must include the actual expenditures.
4. Reimbursement requests should be submitted no later than the 30th days after the end of the month for which reimbursement is requested

except for the final reimbursement request, which may be submitted up to 60 days after the funding period expires.

7. In performing all services under this Agreement, Contractor represents and warrants that it will comply with all applicable laws, licenses, rules, regulations and ordinances relating to the performance of the services described in this Agreement. Contractor does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

8. Contractor will maintain all necessary and appropriate records and accounts to assure a proper accounting to the County of all funds provided to Contractor hereunder. Contractor acknowledges that the records, data and information received by it in the performance of this Agreement constitutes, or may constitute, information which is protected from disclosure by the Texas Open Records Act, and other applicable laws. Contractor will not release such confidential information to any party without first obtaining the appropriate consent from the parent/guardian, and/or client to whom the information pertains. Upon request of County, Contractor agrees to provide County and its county or independent auditors access to its books and records, other than records or books which Contractor believes to be confidential patient/client records.

9. Contractor has provided County with its most recent audited financial statements together with the execution of this Agreement. Contractor will provide County with copies of its audited financial statements for any fiscal year of Contractor during which it has received funds under this Agreement as soon as such financial statements are available.

10. Contractor represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. Contractor understands that County has relied and is relying on Contractor representations and warranties as a material element of this contract.

11. **Independent Contractor.** Contractor, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Contractor or any of Contractor's partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

12. **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.

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

14. **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 County and Contractor, and not otherwise.

15. **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.

16. **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 County: Hidalgo County, Texas
County Judge
Honorable Juan D. Salinas, III
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: **Physicians' Educational Foundation**
Attn: Melissa Pena
205 East Toronto
McAllen, Texas 78503

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

17. **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.

18. **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.

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

20. **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.

21. **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

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

WITNESS THE HANDS OF THE PARTIES on this the ____ day of _____, 2008

HIDALGO COUNTY, TEXAS

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company:_____

By:_____
Printed
Name:_____

Title:_____

Approved by Commissioners Court On: MARCH 25, 2008

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

_____
Stephen L. Crain

ATTACHMENT "A"
SERVICES/WORKPLAN

A. **DESCRIPTION OF AGENCY:**

- Physicians' Educational Foundation, Inc. a non-profit 501c(3) organization, established in 1977 in McAllen, Texas, was created to promote medical education and to promote health services in Hidalgo County. The Foundation trains family medicine residents through its Residency Program, preparing them for primary care and rural practice in South Texas. The Foundation operates the Family Medical Center in McAllen, where residents receive some of their training.

- The Residency Program is a three year Family Practice track and affiliated with the University of Texas Health Science Center-San Antonio. There are currently 18 resident (3 for each yearly track), six faulty members, and various supporting staff.

- The Family Medical Center at Physicians' Educational Foundation is an 18,400 square foot clinic, with 22 examination rooms, two procedure rooms, and a laboratory. It also provides offices for a nurse-patient educator, a social worker, administrators, and staff. The location of the Family Medical Center places the clinic just four blocks from the main teaching hospital facility, McAllen Medical Center.

B. **HOURS OF OPERATION:**

The hours of operation are from Monday through Friday, from 8:00 a.m. to 5:00 p.m. The Foundation has a 24-hour answering service to answer calls after clinic hours. Resident Physicians are also on call at McAllen Medical Center 24 hours a day, 7 days a week.

C. **PLAN PAYOR MIX:**

Medicaid=44%
Medicare=10%
Private Insurance=15%
Unisured=31%

D. **TYPES OF ACCEPTED INSURANCE:**

Physicians' Educational Foundation accepts most medical insurance plans, Medicare, Medicaid, Blue Cross, County Indigent, and Workman's Compensation.

E. **OFFERED SERVICES AND TYPES OF PROVIDERS:**

This application is to allow the "Physicians' Educational Foundation" to expand primary care services provided to underserved communities in Hidalgo County and thus alleviate some of the barriers to primary care. Through the duration of this project, we plan to reach 800 people (if the proposed budget amount is provided) by providing the following health maintenance exams and follow-up care. The exams will include the following as appropriate given the age, sex, and other characteristics of each patient:

- Physical exam, including height, weight, blood pressure, pain scale, body shape analysis and body mass index (BMI)
- Clinical breast exam with self breast exam education
- Pelvic Exam with Pap Smear
- Chlamydia and gonorrhea screen

- Fecal occult blood testing for colorectal cancer screening
- Osteoporosis testing (referral based)
- Prostate cancer test by digital rectal exam
- Depressing screening
- Lipid and complete metabolic panels
- Diabetes screening
- TSH screening for thyroid dysfunction
- "Get up and to test" to assess risk of falls at home
- HIV testing (part of pregnancy screening)
- Immunizations
- Physical / Sport Physicals
- Texas Health Steps Exams
- Sick Child Visits
- Additional Primary/Preventive care including: laboratory services, EKG Testing, Medication Administration, Family Planning, Prenatal and Postpartum Care, Comprehensive Routine & High-Risk Obstetrical Care, Diabetes Education, Nutrition Education, Cancer Screening, Simple Surgical Procedures
- Follow-up care as recommended in a "medical home"

F. **RECRUITEMENT OF PATIENTS***:* -Promotoras (community health workers) will recruit people from colonias in Hidalgo County to participate in this project. About half will be given appointments for an initial examination at the clinic and about half, near their homes in a community center or some such locale where privacy and confidentiality can be guaranteed.

While the clinic location is more convenient for physicians, the colonia is more convenient for patients, many of whom lack adequate transportation to attend a clinic appointment reliably. The Family Medical Center will have resident physicians carrying out Community Health rotations, and this project will allow the center to improve the education provided during the rotation. For this reason among others, the Family Medical Center is eager to carry out this project. Family practice resident physicians will further their education by attending patients in colonias, as they will gain a better understanding of patients' living situations and the barriers they face in access to medical care.

G. **SERVICES***:*

Services will be provided by a well-established, academic, primary care institution, the Family Medical Center. Resident physicians and supervising clinical faculty will conform to recommendations established by nationally recognized healthcare standards (United States Preventative Services Task Force, American Diabetes Association, American Cancer Society, American Academy of Family Physicians). This project will pay for clinical services at a reduce rate (e.g., $50/initial appointment) and thus, will encourage participation by colonia residents who lack resources to pay for medical care and thus tend to avoid preventative screenings.

- Put Prevention into Practice (PPIP) Medical History Screening/Needs Assessment (see Supporting Documents). These clinical forms are endorsed by the Texas Department of Health, Bureau of Chronic Disease Prevention and Control, Chronic Disease Prevention Division. They provide guides to physicians in evaluating the status of patients with respect to routine healthcare screening. As a result, the healthcare provider will be able to determine which services the participant requires to achieve optimal health ad prevent the development of disease progression. Importantly, the forms will assure that often underemphasized, but vitally important factors (such as alcohol or tobacco use and depression) will be noted.

- Immunizations-The Family Medical Center-UT routinely performs the evaluations and administration of all pertinent immunizations for primary care of adults and children. The physicians also provide counseling services with immunizations.

- History and Physical Exams-All participants will be evaluated in a comprehensive history and physical exam. History taking will expand upon the screening provided by the PIPP forms. A qualified physician will perform relevant medical exams and offer a variety of screening exams to determine such disease states as cancer, dementia, depression or other chronic diseases. Vital signs are part of every physical exam and include measurements of blood pressure, pulse, temperature, respiration rate, pain level, and body shape measures (BMI, waist and hip circumferences).

- Interventions-When faced with abnormal screening results, the physician will open a discussion with the patient about treatment options. When education and therapeutic lifestyle changes are indicated, a discussion between physician and patient will be the first step toward management of the disease. Every effort will be made to ensure that participants in this program have access to the resources necessary for their unique situations. A full-time clinical social worker is employed by the clinical facility and routinely assists people who need the services of specialists. Additionally, sample medications for common chronic diseases are often available.

- Clinical follow-up-It is expected that a large population will need to be followed by one of the medical center's primary care doctors, and appointments will be scheduled as necessary. More importantly, interventions will be directed during clinical follow-ups to reduce the bur den of disease, and reduce the need for continued medical therapy whenever possible.

- Clinical Research-Information collected during the conduct and evaluation of this program will be utilized by academic staff in an effort to develop strategies to reduce barriers to primary healthcare. When appropriate, participants will be given the opportunity to participate in ethically sound clinical trials, which is other another way to secure timely primary healthcare services.

ATTACHMENT "B"
GRANT FUNDING DISTRIBUTION AND FUNDING/BUDGET SUPPORT

PROGRAM PROJECT: Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services
AGENCY: Physicians Educations Foundation
CONTACT PERSON: Melissa Pena
GRANT FUNDING REQUEST: $187,770.00
AMOUNT APPROVED BY CC: **$163,630.00**

GRANT FUNDING MONTHLY REIMBURSEMENT BASIS EFFECTIVE **April 15, 2008 (Upon full execution by both parties)**

Personnel	**Time (FTEs)**	**Annual Cost**
Clinical:		
Steven M.Stoltz, MD	0.15	$25,000.00
UTHSCSA Resident	0.15	6,500.00
UTHSCSA Faculty	0.15	11,500.00
Lab/Support Personnel	0.15	1,200.00
Promotoras:		
Bonny Medina	0.25	5,200.00
Ester Carbajal	0.25	5,200.00
Total Personnel		***$54,600.00***
Travel		**Total Estimation On Miles**
Local Mileage	.485 Cents Per Mile (Estimated Travel Mileage-1,680 Miles)	815.00
Other Direct Cost		
Exam Costs		
Health Maintenance Exam		40,000.00
Height, Weight, Blood Pressure, and BMI		-0-
Clinical Breast Exam		-0-
Pelvic Exam With Pap Smear		18,000.00
Chlamydia and Gonorrhea Screen		6,440.00
Fecal Occult Blood Testing		
Osteoporosis Test		9,360.00
Prostate Cancer Screen		-0-
Depression Screen		-0-
Lipid Panel		-0-
Diabetes Screen W/A1c		11,480.00
TSH Screen		6,000.00
Get up and Go Test		760.00
HIV Testing		-0-
Comprehensive Metabolic Profile		1,110.00
Follow-up Visit		4,305.00
		25,800.00
Total Exam Costs		***$123,655.00***
Evaluation Services		8,700.00
Total Direct Costs		***$187,770.00***

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

AGREEMENT TO PROVIDE SERVICES
C-07-402A-03-25

THIS AGREEMENT made on April 15, 2008 by and between HIDALGO COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and Hope Family Health Center ("Contractor"), a Texas non-profit corporation located in the City of McAllen, Hidalgo County, Texas as follows:

WITNESSETH:

WHEREAS, County has great concern in serving the utilization of primary/specialty services to indigent individuals residing within Hidalgo County with a household income below two hundred percent (200%) of the Poverty Income Guidelines ("Indigent"), and to promote further utilization of primary/specialty care services for residents of Hidalgo County who are medically indigent, and to provide medical and health services for residents of the County; and

WHEREAS, Contractor has represented to County that it is a non-profit organization duly constituted under the laws of the State of Texas and is in the business of providing such services to indigents and other qualified recipients;

WHEREAS, County desires to contract with Contractor to provide such services as detailed in Attachment A; and

WHEREAS, County will disburse appropriated grant funds as outlined in Attachment B and County may require that such grant funds be returned if the County determines that Contractor failed to comply with the terms of requirements and services; and

NOW, THEREFORE, in consideration of the hereinafter set forth agreements,

convenants, and distribution of said funds, County and Contractor agree to the terms and conditions stated in this Agreement.

1. " Contractor agrees that it will provide primary/specialty care services for Indigents of Hidalgo County in need of medical assistance as detailed in Attachment A."

2. Contractor agrees that it will utilize such grant funds only for the purposes as detailed in the specifications and requirements of project.

3. Contractor agrees to provide the County any required reports, documentation, time sheets, activity log, canceled checks, and any other accurate records that identify accurately the application of grant funds for activities supported and requested in this Agreement.

4. Contractor shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. Contractor shall indemnify and hold County harmless from any and all liability that may arise and result from Contractor performance of the services herein described.

5. Contractor is eligible for a total amount not to exceed **$174,287.00**. Cost may be reimbursed for expenditures consistent with this agreement incurred on monthly basis. Reimbursement will not commence until agreement is fully executed by both parties. Agreement will be effective April 15, 2008, upon acceptance and full execution. Costs consistent with this agreement may be incurred for duration of One (1) Year Period-One Time Basis. Reimbursements may be requested up to 60 days after the funding period expires (April 15, 2009) and any remaining funds will revert back to the County.

6. All payments will be made on a cost reimbursement basis. Quarterly reports will be required to establish that the proposed goals and objectives are being met. The Contractor shall adhere to the following procedures in order to receive payment:

1. Contractor shall submit a signed copy of this agreement.

2. Prior to seeking reimbursement, Contractor must incur costs pursuant to this agreement.

3. Contractor is entitled to a single reimbursement request per month, which must include the actual expenditures.

4. Reimbursement requests should be submitted no later than the 30th days after the end of the month for which reimbursement is requested except for the final reimbursement request, which may be submitted up to 60 days after the funding period expires.

7. In performing all services under this Agreement, Contractor represents and warrants that it will comply with all applicable laws, licenses, rules, regulations and ordinances relating to the performance of the services described in this Agreement. Contractor does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

8. Contractor will maintain all necessary and appropriate records and accounts to assure a proper accounting to the County of all funds provided to Contractor hereunder. Contractor acknowledges that the records, data and information received by it in the performance of this Agreement constitutes, or may constitute, information which is protected from disclosure by the Texas Open Records Act, and other applicable laws. Contractor will not release such confidential information to any party without first obtaining the appropriate consent from the parent/guardian, and/or client to whom the information pertains. Upon request of County, Contractor agrees to provide County and its county or independent auditors access to its books and records, other than records or books which Contractor believes to be confidential patient/client records.

9. Contractor has provided County with its most recent audited financial

statements together with the execution of this Agreement. Contractor will provide County with copies of its audited financial statements for any fiscal year of Contractor during which it has received funds under this Agreement as soon as such financial statements are available.

10. Contractor_represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. Contractor understands that County has relied and is relying on Contractor representations and warranties as a material element of this contract.

11. **Independent Contractor.** Contractor, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Contractor or any of Contractor's partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

12. **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.

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

14. **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 County and Contractor, and not otherwise.

15. **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.

16. **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 County: Hidalgo County, Texas
County Judge
Honorable Juan D. Salinas, III
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: **Hope Family Health Center**
Attn: Anna Maria Barrera, LBSW, Executive Director
2332 Jordan Road
McAllen, Texas 78503

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

17. **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.

18. **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.

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

20. **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.

21. **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

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

WITNESS THE HANDS OF THE PARTIES on this the ____ day of _____, 2008.

HIDALGO COUNTY, TEXAS

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

ATTEST:

Company:_____

By:_____
Print

_____
Arturo Guajardo, Jr., County Clerk

Name:_____

Title:_____

Approved by Commissioners Court On: March 25, 2008

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

_____
Stephen L. Crain

ATTACHMENT "A"
SERVICES/WORKPLAN

A. **DESCRIPTION OF AGENCY:**

- Hope Health Family Center is a non-profit organization has been in existence since 1995 when it began to provide counseling services and then it added the medical services in 1999. HFHC is one of three existing community health centers that are providing some of that relief. Today patients benefit from a holistic approach to healthcare where they can, if they choose, receive medical services, counseling services (individual and/or family), chiropractic services, specialty services, such as cardiology and urology and support services such as occupational therapy. Patients/clients of HFHC are provided with quality healthcare due to the generous amount of time donated by local medical providers who volunteer their time to help the less fortunate of the County. Such volunteers are supported by 4 full-time staff members.

- HFHC has volunteer medical staff that over time has been expanded to include: six (6) Family Practitioners, three (3) Pediatricians, One (1) Internist, One (1) Cardiologist, One (1) Nurse Practitioners, Two (2) Chiropractors, One (1) Occupational Therapist. The Counseling Services Program currently has Five (5) Part-Time Master Of Science in Social Work Graduate Interns providing counseling who are supervised by One (1) Licensed Clinical Social Work Therapist and One (1) Licensed Master Of Social Work Therapist. HFHC has a strong affiliation with the UTPA College of Health & Human Services and its many different departments, i.e. Social Work, Cooperative Pharmacy Program, Physician Assistant Studies (PAS), Dietetics, Nursing, Rehabilitative Services and Occupational Therapy.

B. **HOURS OF OPERATION:** The hours of operation are as follow: Monday, Wednesday, Friday, from 9:00 a.m. to 5:00 p.m. and Tuesday & Thursday, from 9:00 a.m. to 8:00 p.m. Counseling clients may be seen on Saturdays if necessary.

C. **PLAN PAYOR MIX:** Services are available only to adults and children who are without private health insurance, Medicare, Medicaid, or Texas CHIP and who fall 200% below the Federal Poverty Level. HFHC will NOT see any clients/patients who have benefits such as Medicare, Medicaid, Texas CHIP, or Private Insurance. HFHC does NOT accept any form of insurance including Hidalgo County Indigent.

D. **OFFERED SERVICES AND TYPES OF PROVIDERS:** Volunteers and student interns provide basic, quality medical care, health education and family-centered,

mental health services to families and individuals without access to health care and who are economically disadvantaged.

The services provided are a holistic approach to prevention and treatment. Medical services include but are not limited to: family medicine, pediatric services, women's health, men's health, urology, cardiology, chiropractice services, occupational therapy, management of diabetes and other chronic illnesses, assistance with medication samples when samples are available and medication education.

HFHC also provides counseling services. Counselors at HFHC strive to assist clients in empowering themselves to use their own strengths to make positive changes in their daily lives. Our counseling services are confidential as well as family centered and solution focused. We provide counseling services to children, adolescents, adults and older adults in the form of individual, couple/marital and family therapy. Counseling services are provided by Licensed Clinical Social Workers, Licensed Master Social Workers and graduate level student interns from the school of Social Work and Rehab departments at UTPA who are under the direct supervision of an LCSW. Counseling services are provided in English and Spanish based on the client's preference.

Currently HFHC has volunteer medical staff that over time has been expanded to include: six (6) Family Practitioners, three (3) Pediatricians, One (1) Internist, One (1) Cardiologist, One (1) Nurse Practitioner, Two (2) Chiropractors, One (1) Occupational Therapist. The counseling services program currently has five (5) part-time Master of Science in Social Work graduate interns providing counseling who are supervised by One (1) Licensed Clinical Social Work Therapist and One (1) Licensed Master of Social Work Therapist.

HFHC has a strong affiliation with the TUPA College of Health & Human Services and its many different departments, i.e. Social Work, Cooperative Pharmacy Program, Physician Assistant Studies (PAS), Dietetics, Nursing, Rehabilitative Services and Occupational Therapy. The use of student interns and volunteers is not new to HFHC however the use of PAS clinical students would be a fresh and exciting addition to the human capital already in place. Collaborations with local agencies and businesses continue to be fostered. HFHC works closely with a locally owned laboratory company and a locally owned x-ray facility that gives the patients of HFHC reduced/discounted prices. However, because of all the patients/clients seen at HFHC are below 200%of the Federal Poverty Level sometimes these reduced prices/discounts are still not enough. HFHC continues to seek out funding to assist those who cannot even afford the discounted prices that have been secured for them.

E. **SERVICES:** HFHC proposes to provide client centered chronic illness prevention and management case-management. Services will be provided at HFHC located at 2332 Jordan Road, McAllen, Texas. Volunteer physicians and

physician assistant students will provide the consultation, medication management and set preliminary goals for treatment with the patient. The physician assistant students will be completing a clinical rotation at HFHC under the supervision of a University of Texas Pan American Physician Assistant Studies Program faculty member. Along with the medical consultation the patient will be provided with one-on-one case-management/counseling services by a licensed social worker. As the patient is identified for intensive case-management, the patient will be included a multi-disciplinary treatment plan meeting where goals will be set for positive outcomes with the patient on board with the plan. The treatment plan my include supportive services such as occupational therapy, chiropractic services as well as individual/family therapy. All services will be free to patient however a donation will be encourage as to create a sense of ownership rather than entitlement.

F. **PATIENT CARE:** HFHC provides services by appointment only due to the volunteer nature of the organization. Currently the wait time for an adult to see a physician is less than two weeks and for children it is less than one week. With the addition of the Physician Assistant Studies clinical students the wait time can be cut in half or less.

With the funding being requested, HFHC expects to see an increase of 35% in the number of unduplicated patients seen per month. Currently the average number of unduplicated patients seen is 194 a month, with the 35% increase HFHC expects to see 262 or more unduplicated patients a month. Patient care visits will increase from 275 a month to 371 or more a month reflecting the 35% mentioned earlier.

The current mode of operation allows for the patient to create a medical home with HFHC and each patient is expected to take an active role in their care. Presently this is accomplished by requiring patients who have been given a diagnosis diabetes or hyperlipidemia to have their lab work done every three months as a condition of our continued assistance with medication. Patients who have given a diagnosis of hypertension must return to the clinic every month for blood pressure monitoring as a condition for assistance with their medication. With the implementation of the client centered approach to treatment and case-management the patient will be asked to participate in a greater role to not only remain medically stable but to improve their outcomes to the point where they may no longer need medication.

GOALS:

1. Expand medical services by 35% with the addition of the following:
   a. senior year students in their clinical rotations from the UTPA Physician Assistants Studies Program

2. Improve health outcomes of newly diagnosed or currently established diabetic or hyperlipidemia patients by:

a. Enrolling 35-50 currently active patients and 25-40 new patients a quarter.

b. Providing 1:1 Diabetic/Nutrition Counseling
    i. Recruit up to two registered clinical dietitians
    ii. Provide glucose monitoring machines and test strips to participants.

c. Providing 1:1 Intensive Case Management/Counseling
    i. Hire a full-time case manager to provide intensive case management s well as supportive counseling to patient and family.
    ii. Hold quarterly multi-disciplinary team meetings and include patients to include their input in the plan of care.

d. Providing assistance with cost of laboratory and diagnostic testing fees.

ATTACHMENT "B"

GRANT FUNDING DISTRIBUTION AND FUNDING/BUDGET SUPPORT

PROGRAM PROJECT:	Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services
AGENCY:	Hope Family Health Center
CONTACT PERSON:	Anna Maria Barrera, Executive Director
GRANT FUNDING REQUEST:	$200,000.00
AMOUNT APPROVED BY CC:	**$174,287.00**
GRANT FUNDING MONTHLY REIMBURSEMENT BASIS EFFECTIVE	**April 15, 2008 (Upon full execution by both parties)**

Collaborative Relationship With University of Texas Pan American Physician Assistant Studies Program (will serve approximately up to an additional 800 patients/clients a year)	$60,000.00
Laboratory Services and Some Diagnostic Testing (at no cost to patients)	$45,000.00
Purchase Glucose Meters and Test Strips	$25,000.00
Recruit one or two contract registered dietitians/nutritionists	$30,000.00
Hire a Case-Manager/Counselor	$40,000.00
TOTAL COSTS	***$200,000.00***

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

AGREEMENT TO PROVIDE SERVICES
C-07-402B-03-25

THIS AGREEMENT made on April 15, 2008 by and between HIDALGO COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and Nuestra Clinica Del Valle ("Contractor"), a Texas Community/Migrant Health Center located in the City of San Juan, Hidalgo County, Texas as follows:

WITNESSETH:

WHEREAS, County has great concern in serving the utilization of primary/specialty services to indigent individuals residing within Hidalgo County with a household income below two hundred percent (200%) of the Poverty Income Guidelines ("Indigent"), and to promote further utilization of primary/specialty care services for residents of Hidalgo County who are medically indigent, and to provide medical and health services for residents of the County; and

WHEREAS, Contractor has represented to County that it is a non-profit organization duly constituted under the laws of the State of Texas and is in the business of providing such services to indigents and other qualified recipients;

WHEREAS, County desires to contract with Contractor to provide such services as detailed in Attachment A; and

WHEREAS, County will disburse appropriated grant funds as outlined in Attachment B and County may require that such grant funds be returned if the County determines that Contractor failed to comply with the terms of requirements and services; and

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, convenants, and distribution of said funds, County and Contractor agree to the terms and conditions stated in this Agreement.

1. " Contractor agrees that it will provide primary/specialty care services for Indigents of Hidalgo County in need of medical assistance as detailed in Attachment A."

2. Contractor agrees that it will utilize such grant funds only for the purposes as detailed in the specifications and requirements of project.

3. Contractor agrees to provide the County any required reports, documentation, time sheets, activity log, canceled checks, and any other accurate records that identify accurately the application of grant funds for activities supported and requested in this Agreement.

4. Contractor shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. Contractor shall indemnify and hold County harmless from any and all liability that may arise and result from Contractor performance of the services herein described.

5. Contractor is eligible for a total amount not to exceed **$217,619.00**. Cost may be reimbursed for expenditures consistent with this agreement incurred on monthly basis. Reimbursement will not commence until agreement is fully executed by both parties. Agreement will be effective April 15, 2008, upon acceptance and full execution. Costs consistent with this agreement may be incurred for duration of One (1) Year Period-One Time Basis. Reimbursements may be requested up to 60 days after the funding period expires (April 15, 2009) and any remaining funds will revert back to the County.

6. All payments will be made on a cost reimbursement basis. Quarterly reports will be required to establish that the proposed goals and objectives are being met. The Contractor shall adhere to the following procedures in order to receive payment:

1. Contractor shall submit a signed copy of this agreement.
2. Prior to seeking reimbursement, Contractor must incur costs pursuant to this agreement.
3. Contractor is entitled to a single reimbursement request per month, which must include the actual expenditures.
4. Reimbursement requests should be submitted no later than the 30th days after the end of the month for which reimbursement is requested except for the final reimbursement request, which may be submitted up to 60 days after the funding period expires.

7. In performing all services under this Agreement, Contractor represents and warrants that it will comply with all applicable laws, licenses, rules, regulations and ordinances relating to the performance of the services described in this Agreement. Contractor does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

8. Contractor will maintain all necessary and appropriate records and accounts to assure a proper accounting to the County of all funds provided to Contractor hereunder. Contractor acknowledges that the records, data and information received by it in the performance of this Agreement constitutes, or may constitute, information which is protected from disclosure by the Texas Open Records Act, and other applicable laws. Contractor will not release such confidential information to any party without first obtaining the appropriate consent from the parent/guardian, and/or client to whom the information pertains. Upon request of County, Contractor agrees to provide County and its county or independent auditors access to its books and records,

other than records or books which Contractor_believes to be confidential patient/client records.

9. Contractor has provided County with its most recent audited financial statements together with the execution of this Agreement. Contractor will provide County with copies of its audited financial statements for any fiscal year of Contractor during which it has received funds under this Agreement as soon as such financial statements are available.

10. Contractor represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. Contractor understands that County has relied and is relying on Contractor representations and warranties as a material element of this contract.

11. **Independent Contractor.** Contractor, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Contractor or any of Contractor's partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor will have the exclusive responsibility for the payment or provision of all such taxes and benefits and

arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

12. **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.

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

14. **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 County and Contractor, and not otherwise.

15. **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.

16. **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 County: Hidalgo County, Texas
County Judge
Honorable Juan D. Salinas, III
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: **Nuestra Clinica Del Valle**
Attn: Lucy Ramirez, Executive Director
801 West 1st. Street
San Juan, Texas 78589

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

17. **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.

18. **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.

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

20. **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.

21. **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

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

WITNESS THE HANDS OF THE PARTIES on this the ____ day of _____, 2008.

HIDALGO COUNTY, TEXAS

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

ATTEST:

Company:_____

By:_____
Print

_____
Arturo Guajardo, Jr., County Clerk

Name:_____

Title:_____

Approved by Commissioners Court On: March 25,2008

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

_____
Stephen L. Crain

ATTACHMENT "A"
SERVICES/WORKPLAN

A. **DESCRIPTION OF AGENCY:** Chartered in 1971, Nuestra Clinica del Valle is a non-profit JCAHO-accredited organization. NCDV provides primary care for indigent populations (at or below 200% FPL) residing in Hidalgo County, which ha be designated as a Medically Underserved Area (MUA) and as a Health Professional Shortage Area (HPSA). NCDV operates several fully-staffed year-round primary care clinics in San Juan, Mercedes, Donna, Edcouch, Mission, the San Juan School-Based Health Center, Alton, Alton Memorial, and San Carlos-serving over 36,900 patients a year.

Nuestra Clinica del Valle's mission is to serve our community in a positive compassionate manner by providing the highest degree of primary and preventative health care services within every department of the center while excelling at customer service. The Center's vision is to lead the way to comprehensive preventive and primary care to all residents of Hidalgo County regardless of their socioeconomic status.

B. **HOURS OF OPERATION:** The hours of operation are from Monday through Friday from 8:00 a.m. to 5:00 p.m. The clinic located in San Juan, Texas, has a medical night clinic from 6:00 p.m. to 9:00 p.m. Monday, Wednesday, and Friday.

C. **PLAN PAYOR MIX:** Nuestra Clinica del Valle's client payer mix is 78% uninsured (self-pay), 12% Medicaid 6% Medicare, and 4% Private Insurance. The Center accepts all private insurances. Services are also offered to all county residents o a sliding fee scale. Clients are charged based on their ability to pay-with most patients qualifying to pay the minimal co-payment.

D. **OFFERED SERVICES AND TYPES OF PROVIDERS:** NCDV is committed to providing affordable quality care through a full range of primary care services, including obstetrical and gynecological care; general pediatric care; general family medicine; and breast and cervical cancer screening. NCDV will serve as the fiscal agent and lead agency for the WIN project in addition to being the

medical home for the clients.

E. **SERVICES:** NCDV in collaboration with the Center for Community Health Development, Texas A&M Health Science Center School of Rural Public Health (CCHD) and a multitude of health and human service providers-have joined forces to develop a pilot project called WIN-Women's Health Improvement Network.

The purpose of the WIN project is to: Utilize promotores (or community health workers-CHWs) as case/care managers to increase access to prevent and provide disease management for colonia women at risk for breast cancer through a network of community providers. The following are the roles various WIN partners will provide.

- NCDV will serve as the fiscal agent, lead agency for the WIN project, as well aw the primary care provider for the residents.
- The Center for Community Health Development (CCHD) at the Texas A&M School of Rural Public Health (SRPH), one of 33 CDC-supported Prevention Research Centers in the U.S., has a mission to work collaboratively with communities, to translate, evaluate, and disseminate effective individual, organizational, community, and regional strategies for addressing critical health issues in rural and underserved populations. In the RGV, the Robert Wood Johnson Foundation (initially jointly funded by the Health Resources and Services Administration) provided funding (2001-2007) to support two phases of the Integrated Health Outreach System (IHOS) project. Through employment of community health workers (CHWs)-called promotoras—in the colonias and at access points in the health service delivery system, the first phase of the project focused on increasing access to care and creating a network of providers. In the second phase, the promotoras' roles have changed as they are now involved in building capacity and engaged as community leaders in the development, implementation, and evaluation of programs to improve health. CHW approaches have proven effective in reaching a variety of subpopulations.

- The Hidalgo-Starr Medical Society will recruit physicians to provide sub-specialty care for residents and will be reimbursed at the current Medicaid/Medicare rates for treatments.

PATIENT CARE: The projected number of unduplicated clients that will receive a free screening mammogram and enter into a case management process is 250. The number screened for a free mammogram is projected between 350 to 500. CCHD promotoras will refer any women not qualifying for a mammogram (for either residency, age, or other reasons) to Planned Parenthood and other public clinics providing those services. Mammogram Services are:

- Screening Mammogram
- Radiologist Consult Fee
- Breast Ultrasound
- Ultrasound with Aspiration
- Surgeon & Treatment
- Radiation and Chemotherapy extended care.
- Primary care appointments

ATTACHMENT "B"

GRANT FUNDING DISTRIBUTION AND FUNDING/BUDGET SUPPORT

PROGRAM PROJECT:	Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services
AGENCY:	Nuestra Clinica Del Valle
CONTACT PERSON:	Lucy Ramirez, Executive Director
GRANT FUNDING REQUEST:	$249,724.00
AMOUNT APPROVED BY CC:	**$217,619.00**
GRANT FUNDING MONTHLY REIMBURSEMENT BASIS EFFECTIVE	**April 15, 2008 (Upon full execution by both parties)**

Budget Category	
Screening Mammogram	-0-
Radiologist Consult Fee	-0-
Compression Spot (diagnostic mammograms)	$6,421.00
Breast Ultrasound	3,212.00
Ultrasound with Aspiration	12,091.00
Surgeon & Treatment	57,000.00
Radiation/Chemotherapy Extended Care	90,000.00
Primary Care Appointments	21,000.00
Outreach Screening Events	-0-
Promotora Case Management	60,000.00
**** Total Amount ****	**** $249,724.00 ****

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

AGREEMENT TO PROVIDE SERVICES
C-07-402C-03-25

THIS AGREEMENT made on April 15, 2008 by and between HIDALGO COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and Lower Rio Grande Valley Community Health Management Corporation, Inc., d/b/a El Milagro Clinic ("Contractor"), a Texas non-profit corporation located in the City of McAllen, Hidalgo County, Texas as follows:

WITNESSETH:

WHEREAS, County has great concern in serving the utilization of primary/specialty services to indigent individuals residing within Hidalgo County with a household income below two hundred percent (200%) of the Poverty Income Guidelines ("Indigent"), and to promote further utilization of primary/specialty care services for residents of Hidalgo County who are medically indigent, and to provide medical and health services for residents of the County; and

WHEREAS, Contractor has represented to County that it is a non-profit organization duly constituted under the laws of the State of Texas and is in the business of providing such services to indigents and other qualified recipients;

WHEREAS, County desires to contract with Contractor to provide such services as detailed in Attachment A; and

WHEREAS, County will disburse appropriated grant funds as outlined in Attachment B and County may require that such grant funds be returned if the County determines that Contractor failed to comply with the terms of requirements and services; and

NOW, THEREFORE, in consideration of the hereinafter set forth agreements,

convenants, and distribution of said funds, County and Contractor agree to the terms and conditions stated in this Agreement.

1. " Contractor agrees that it will provide primary/specialty care services for Indigents of Hidalgo County in need of medical assistance as detailed in Attachment A."

2. Contractor agrees that it will utilize such grant funds only for the purposes as detailed in the specifications and requirements of project.

3. Contractor agrees to provide the County any required reports, documentation, time sheets, activity log, canceled checks, and any other accurate records that identify accurately the application of grant funds for activities supported and requested in this Agreement.

4. Contractor shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. Contractor shall indemnify and hold County harmless from any and all liability that may arise and result from Contractor performance of the services herein described.

5. Contractor is eligible for a total amount not to exceed **$215,559.00**. Cost may be reimbursed for expenditures consistent with this agreement incurred on monthly basis. Reimbursement will not commence until agreement is fully executed by both parties. Agreement will be effective April 15, 2008, upon acceptance and full execution. Costs consistent with this agreement may be incurred for duration of One (1) Year Period-One Time Basis. Reimbursements may be requested up to 60 days after the funding period expires (April 15, 2009) and any remaining funds will revert back to the County

6. All payments will be made on a cost reimbursement basis. Quarterly reports will be required to establish that the proposed goals and objectives are being met. The Contractor shall adhere to the following procedures in order to receive payment:

1. Contractor shall submit a signed copy of this agreement.

2. Prior to seeking reimbursement, Contractor must incur costs pursuant to this agreement.
3. Contractor is entitled to a single reimbursement request per month, which must include the actual expenditures.
4. Reimbursement requests should be submitted no later than the 30th days after the end of the month for which reimbursement is requested except for the final reimbursement request, which may be submitted up to 60 days after the funding period expires.

7. In performing all services under this Agreement, Contractor represents and warrants that it will comply with all applicable laws, licenses, rules, regulations and ordinances relating to the performance of the services described in this Agreement. Contractor does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

8. Contractor will maintain all necessary and appropriate records and accounts to assure a proper accounting to the County of all funds provided to Contractor hereunder. Contractor acknowledges that the records, data and information received by it in the performance of this Agreement constitutes, or may constitute, information which is protected from disclosure by the Texas Open Records Act, and other applicable laws. Contractor will not release such confidential information to any party without first obtaining the appropriate consent from the parent/guardian, and/or client to whom the information pertains. Upon request of County, Contractor agrees to provide County and its county or independent auditors access to its books and records, other than records or books which Contractor_believes to be confidential patient/client records.

9. Contractor has provided County with its most recent audited financial statements together with the execution of this Agreement. Contractor will provide County with copies of its audited financial statements for any fiscal year of Contractor during which it has received funds under this Agreement as soon as such financial statements are available.

10. Contractor represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. Contractor understands that County has relied and is relying on Contractor representations and warranties as a material element of this contract.

11. **Independent Contractor.** Contractor, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Contractor or any of Contractor's partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

12. **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.

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

14. **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 County and Contractor, and not otherwise.

15. **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.

16. **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 County: Hidalgo County, Texas
County Judge
Honorable Juan D. Salinas, III
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: **Lower Rio Grande Valley Community Health Management Corporation, Inc., d/b/a El Milagro Clinic**
Attn: Grace Lawson, Executive Director
901 E. Vermont
McAllen, Texas 78503

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

17. **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.

18. **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.

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

20. **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.

21. **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

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

WITNESS THE HANDS OF THE PARTIES on this the _____ day of _____, 2008.

HIDALGO COUNTY, TEXAS

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

ATTEST:

Company:_____

By:_____

_____
Arturo Guajardo, Jr., County Clerk

Name:_____

Title:_____

Approved by Commissioners Court On: March 25, 2008

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

_____
Stephen L. Crain

ATTACHMENT "A"
SERVICES/WORKPLAN

A. **DESCRIPTION OF AGENCY:**

- El Milagro Clinic is located at 901 East Vermont Avenue in the center of McAllen's medical district. It was chartered by the State of Texas as a 501-non-profit in 1996. El Milagro Clinic began offering health services from a rented building formerly a family doctor's practice in the heart of the City of McAllen.
- After four years of operation, El Milagro Clinic outgrew its cramped facility. In 2000, the Board of Directors was successful in obtaining commitments from the City of McAllen and the County of Hidalgo to build a new facility. The City Of McAllen donated five acres (estimated value of $1.25 million), $500,00 in equipment, and $350,000 for clinic construction. The County of Hidalgo provide $1.2 million for construction. The Texas Department of Health at the time provided approximately $350,000 to fund operations. Today, El Milagro Clinic has a state of the art, 20,000 square foot facility in the center of McAllen's medical district.

B. **HOURS OF OPERATION:**

The Clinic maintains a practice of accepting walk-ins and specialty appointments. Currently the Clinic is open for evening hours (from 5:00 pm to 7:00 pm).

C. **PLAN PAYOR MIX:**

The client payer mix is composed of 50% primary health care (state) funded; 8% Medicare,5% Medicaid, 15% Private Pay, 2% Private Insurance, and 20% County Indigent Program.

D. **TYPES OF ACCEPTED INSURANCE:**

Most third party private insurances are accepted.

E. **SERVICES AND TYPES OF PROVIDERS:**

El Milagro Clinic provides disease prevention health services (including immunizations),diagnosis and treatment, health education, diagnostic tests (including laboratory, radiology) prescription drugs, nutritional services, and

social services. Referrals are made for transportation, dental care, podiatry, home health, family planning, and environmental health services. Limited specialty services are available such as ophthalmology, women's health, pediatric endocrinology, nephrology and ear, nose, and throat health, and mental health services. Currently, the clinical staff consists of two primary care physicians, two nurse practitioners, one licensed vocational nurse, and four medical assistants who provide medical care. A pediatric endocrinologist, an ear, nose & throat physician, and an ophthalmologist, provide specialty care on a part-time contractual basis. A licensed professional counselor provides mental health services on a contractual part-time basis. A nephrologists volunteers his services on a part-time basis. Social service staff provides individualized case management services. Patients are screened for eligibility for health and human services such as food stamps, Medicaid, Medicare, TANF, and the Hidalgo County Indigent Program. Case management also includes referrals to appropriate physician specialty services and pharmaceutical companies with reduced or no cost medication. The Clinic also contracts with South Texas Community College, vocational medical training schools, and the University of Texas- Pan American to provide clinical training for their clinical student rotations.

F. **WORKPLAN:**

Proposed Services: The current and proposed health services will be provided at the Clinic's facility located in McAllen at 901 East Vermont. All the primary health care services will be provided at the Clinic. Some of the specialty care will also be on-site and others will be by referral to the specialist office.

Comprehensive Primary Health Services: The clinical staff of two primary care physicians, two nurse practitioners, one licensed vocational nurse, and four medical assistants provide health care, comprehensive primary health and health promotion services. The addition of one physician or a mid-level provider and support staff will increase access to these services by providing more evening hours and during the regular day hours more medical staff will mean more residents can receive services.

Specialty Services: A pediatric endocrinologist, an ear, nose & throat physician, and an ophthalmologist, provide specialty care on-site and part-time. A licensed professional counselor provides mental health services on a contractual part-time basis. A nephrologists volunteers his services on a part-time basis. This request increases access to specialty care for patients who otherwise do not have access due to lack of financial resources or insurance. This proposal will also increase the number of other specialists such as cardiologists, endocrinologist, psychiatricts that can be contracted to treat the health condition diagnosed with health conditions requiring the above specialties and any other specialty necessitated by their condition will be able to access specialty care.

Specific Primary Health Care Services:

- Diagnosis and Treatment-Determining the diagnosis may require microscopic (i.e. culture), chemical (i.e. blood tests), and/or radiological examinations (radiology), which some are provided in-house and others are referred.
- Laboratory Services-Studies or tests ordered by the patient's health care practitioner(s) to evaluate an individual's health status for diagnostic purposes.
- Emergency Services-Services provided to individuals when there is an unexpected health condition that requires immediate attention.
- Women's Health Services-Services may include the pregnancy test (if indicated), health history, risk assessment, physical examinations (pap smears/breast cancer exams), lab tests and counseling/education.
- Health Promotion/Disease Prevention Health Care Services-Emphasis is guarding against specific illness such as diabetes/strokes/heart disease or injury. Included are immunizations, risk assessments, health histories, and baseline physicals for early detection of disease and restoration to a previous state of health, and prevention of further deterioration and/or disability.
- Health Education Services-Educating the patient about lifestyles and daily activities that promote physical, mental, and social well-being; provided on an individual one-to-one basis, or to a group of individuals.

Secondary Services: Secondary services provided directly are social services,

prescription drugs, nutritional services, and mental health services. Transportation, dental care, podiatry services, home health care, and environmental health services are referred to other providers of indigent health care. The Clinic maintains a practice of accepting walk-ins and specialty appointments. Currently the Clinic is open for evening hours (from 5:00 pm to 7:00 pm). This proposal will permit the Clinic to expand evening hours to 11:00 pm incrementally as the patient load demands. This will add an additional 20 hours of service per week once it is fully implemented.

Case Management: For optimum health care, the Clinic provides case management services for each patient. To augment the Clinic's resources, staff partners with other local agencies providing health services to the medically indigent. The scarcity of primary health care service providers and specialists is extremely limited in Hidalgo County or the target population. Thus, managing each patients case is with other providers is essential. Since the Clinic's inception, the Board and staff have strived to maintain strong partnerships with 32 governmental agencies, non-profits, and health education institutions. The Clinic provides offices to one adult and one child's Medicaid eligibility worker from the Texas Department of Human Services. Clinic staff refers eligible indigent patients to the Hidalgo County Indigent Health Care program for hospital and specialty care. Hope Clinic, located in McAllen and Life Center provide mental health services for indigent patient. Staff refers clients to these non-profit agencies depending on the severity of the mental health disease. To avoid the duplication of services, Clinic provides on-site offices to the Texas Department of Human Services (DHS) and to the University of Texas Medical Branch at Galveston (UTMB). One adult and one children's DHS Medicaid eligibility worker ensures that clients are provided the appropriate health service for which they qualify. The partnership with UTMB is in response to the need identified by a University of Texas Health Science Center at Houston study. It revealed that older Hispanic women in the Valley are three times more likely to have cervical cancer than their Anglo counter parts throughout the United States. UTMB provides screening for mammograms and pap smears. The Clinic coordinates with Nuestra Clinica del Valle, the federally qualified health clinic, to provide ob-gyn and dental services. Family planning services are

provided by referral to Planned Parenthood of Hidalgo County. Clients in need of minor gynecological surgeries are referred to the South Texas Hospital located in Harlingen. Clinic staff refers eligible indigent patients to Hidalgo County Indigent Health Program for hospital and specialty care. For treatment of conditions ranging from allergies to HIV/AIDs, El Milagro Clinic maintains informal referral agreements with nearby sub specialists who will accept indigent patients. Patients with conditions such as kidney disease or cancer are referred to the Hidalgo County Indigent Health Care Program or to the University of Texas Medical Branch in Galveston nearly 400 miles away. The Clinic coordinates with the Texas A&M School of Rural Public Health located next door to provide health education and outreach by " promotoras" (community health educators) in the "colonias" and "barrios". The Clinic's promotoras also work with other non-profits agencies to educate the public on health resources, referrals to appropriate health and social services and participation in community health fairs. For instance, the Clinic partnered with the Robert Wood Johnson Foundation, Nuestra Clinica del Valle, Migrant Health Promotion, Planned Parenthood, and the Texas Department of Health provides medical care to specific rural areas for clients identified by promotoras.

Evaluation: Patient Records: The Clinic safeguards and protects the security and confidentiality of health information for every patient receiving service. The Clinic has adopted strict policies and procedures to ensure compliance with applicable state and federal laws governing patient confidentiality. The Clinic has written privacy procedures which includes a description of staff that has access to protect information, how it will be used and when it may be disclosed. Clinic staff receives training on regulatory compliance with the Health Insurance Portability and Accountability Act of 1999 (HIPPA). Orientation is provided to all new employees to ensure that all staff is knowledgeable on the importance of safeguarding information contained in patient records. Patients are provided with access to their medical records and are informed about how their personnel health information is used and disclosed. Medical records and patient charts in custody of the organization are documented by the physician and clinic staff, and include such relevant information as: diagnosis and treatment documentation, patient medical complaints, results of medical examinations and tests,

treatment recommendations, referrals, medication prescribed, record of visits, appointment times, etc. All patient charts are numbered. Patient files are safeguarded and maintained in a separate room designated for that purpose. Another safeguard is the review of issues regarding violation of patient confidentiality policy and procedures by the Quality Assurance Committee and by the Executive Director. If an employee fails to follow confidentiality procedures, appropriate disciplinary action is taken. Any violations are followed-up and corrective action is taken by the Executive Director and/or the Quality Assurance Committee.

Health Outcomes: Health-related outcomes that improve routine daily functioning, symptoms and quality of life are considered the primary goals of the clinician's diagnosis and treatment. The medical staff attempts to quantify the overall therapeutic actions of an intervention and is sensitive to clinically significant changes in the patient's health status over time. The focus of therapy and of outcome measures is to improve the patient's health-related quality of life and to utilize measures that are sensitive to the general health status as well as those that are disease-specific of the patient. General health is evaluated reliably using the Health Risk Profile or the Clinic Office Visit Form. El Milagro clinicians evaluate healthcare outcomes utilizing the new principles of evidence-based medicine, patient-centered care and outcomes focus. At Milagro Clinic, examples of outcome measures include exercise tolerance and health status measured by questionnaires such as the Health Risk Form. Currently, clinical outcome measures, such as breathlessness, exercise capacity and health status, meet these criteria. Where once process measures were sufficient, the Milagro Clinic health programs now are grounded in evidence, and recognize the key roles that clients/patients play in determining treatment effectiveness.

Patient Care: The total number of clients who will benefit from increased access to health care services is 5,800 this will reflect an increase of approximately 1,000 unduplicated patients. This would be an approximate increase of 20% form our previous year. The estimated number of patient visits per month the Clinic expects to see is approximately 1,800 and the number of unduplicated clients per month to be served is approximately 483. All new patients receive a comprehensive medical

examination which included a health risk assessment conducted by a nurse. The patient who presents with a medical condition requiring physician diagnosis and treatment is seen by a primary care physician or a nurse practitioner. Most of the first time patients do not have an established medical home due to lack of financial resources and lack of health insurance. After the first appointment with the medical staff almost 100% of the patients receive these required lab and radiology exams. The diagnostic results are provided to the patients during a follow-up visit. This establishes a medical home, case management and provides for continuity of care. The Clinic operates on both a walk-in appointment basis. First time patients receive services on a first come first served basis and are normally seen on the day they come. If the patient load overwhelms the capacity during the morning shift, the patient is seen in the afternoon shift. On occasion, the afternoon patient load is also at capacity and the patient is re-scheduled for the following morning. Return patients are given appointments as necessary. The first time patients are screened for patient registration and eligibility for health and human services such as food stamps. Medicaid, Medicare, TANF, and the Hidalgo County Indigent Program. Established patients receive return appointments if the provider deems the medical condition warrants it. Appointments are made for the on-site sub specialist (the pediatric endocrinologist, the ear, nose & throat physician, the ophthalmologist, and the nephrologists). These physicians work part-time on a contractual basis except for the nephrologists who volunteers. The nurse practitioner works by appointment. Patients needing disease prevention health care (pap smears, breast exams) have an average of a two week wait period. However, the nurse practitioner is very flexible and will fit in between scheduled appointments women needing immediate medical care.

Target Population: The total number of additional residents expected to benefit from this funding is projected to increase by approximately 1,000 unduplicated patients. The total patients receiving services is expected to exceed 5,800 from the current unduplicated 4,869 residents; a 20% increase. This increase targets those Hidalgo County residents who are from 22% to 200% of the federal poverty levels. Currently the majority of the Clinic's patients (80%) are that poverty level. For instance, in FY 07, of

the 4,869 unduplicated patients, 20% (973) were at or below 21% of the Federal Poverty Level (FPL). The remainder, 80% (3,896) were from 22% to 200% of the FPL. The client payer mix was composed of 50% primary health care (state) funded; 8% Medicare, 5% Medicaid, 15% Private Pay, 2% Private Insurance, and 210% County Indigent Program. Most third party private insurances are accepted. The age range, income, and race/ethnicity of the Clinic's target population have consistently remained the same over the years. In FY 06, the patient characteristics were as follows: Hispanics (99%), at or below federal poverty guidelines (98%), Females (60%), Males (40%). Forty five percent were ages 0-19; fifty three percent were ages 20-64 and one percent was aged 65 and older. The expectation is that the patients benefiting from this project funding will share the same characteristics. The clinic has the capability to provide medical services to those seeking health care. For the past 11 years, the Clinic has a proven track record of providing not only health services but also assisting residents with eligibility services so they can qualify for assistance from Medicaid, Medicare, CHIPS, or the Hidalgo County Indigent Health Care Program.

Quality Assurance: The Clinic's Quality Management Plan assures compliance with the highest standards of patient care and delivery of health services. The Plan is implemented by the Quality Assurance Committee. The purpose of the Committee is to monitor and evaluate the quality and the appropriateness of patient care; to make efforts to improve patient care and clinical performance; and to resolve identified problems in care and performance. Members are the executive director, the lead physician, one nursing representative, and one administrative support staff. The nurse and administrative staff representatives are rotated to assure all staff is knowledgeable regarding QA procedures. The implementation strategies for improvement and evaluation of services are assigned to respective members of the Committee. The Lead Physician is responsible for oversight of the clinical areas and activities of the Clinic and implementing corresponding changes for improvement. The Executive Director is responsible for ensuring that QA activities for clinical services are conducted, documented, and corrected as necessary. The Nursing Representative is responsible for ensuring corrective action and follow-up is implemented. Reporting of adverse

reactions and corresponding corrective action is also a tasks for the Nurse Representative. The Administrative Assistant is responsible for implementing corrective action and follow-up and referring record management concerns to the QA committee. The monitoring plan for both clinical and billing/eligibility is the joint responsibility of the QA Committee and the Executive Director. Continuous monitoring of the clinic's operations as they relate to Quality Assurance compliance is the standard practice. Specific activities are routine administrative policy review and development; clinical policy review and development; the use of client satisfaction surveys; observation of staff and client interactions; and staff credentials. Statistical data required in the quarterly reports to the State is also utilized to measure performance. The Texas Department of State Health Services monitors the Clinic annually during an on-site visit. The QA Committee and the Executive Director ensure that the Standing Delegation Orders (SDO) and policies, procedures, and protocols are current. Clinical staff audit client charts monthly and quarterly. Clinical staff randomly selects 17 client charts per month which are then compiled in a quarterly 50 chart audit. In performing the chart audit, the clinical staff utilizes clinical protocols and procedures, Standards of Care, and the prescribed health audit form as guides. Administrative staff collects and tabulates the client data collected on a daily basis. Staff documents the demographic data, the client's eligibility status, the health problems of the client population, and the service delivery outcomes on each client's billing form. The data is tabulated by the billing clerk on a daily basis and compiled into a report on a monthly, quarterly and annual basis. These reports are reviewed and checked for accuracy by the administrative clerk who then forwards the reports to the Executive Director (ED). The ED evaluates the Annual Report on Primary Health Care Services; the Monthly Report; and the Quarterly Reports to ensure the Clinic is accomplishing the goals and outcomes outlined in the service delivery plan. The ED is responsible for timely submission of the required reports to the Texas Department of State Health Services and to the other funding sources.

ATTACHMENT "B"
GRANT FUNDING DISTRIBUTION AND FUNDING/BUDGET SUPPORT

PROGRAM PROJECT:	Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services
AGENCY:	Lowe Rio Grande Valley Community Health Management Corporation, Inc., d/b/a El Milagro Clinic
CONTACT PERSON:	Grace Lawson, Executive Director
GRANT FUNDING REQUEST:	$247,360.00
AMOUNT APPROVED BY CC:	**$215,559.00**
GRANT FUNDING MONTHLY REIMBURSEMENT BASIS EFFECTIVE	**April 15, 2008 (Upon full execution by both parties)**

PROPOSAL BUDGET

Two (2) Mid-Level Providers (1.5 FTE) **or** One (1) Physician (.5 FTE)	$100,000.00 100,000.00	
Specialty Services (Cardiology, Oncology, etc.)	70,000.00	
Licensed Vocational Nurse (.75 FTE)	26,000.00	
Tax & Fringe (Licensed Vocational Nurse)	**9,360.00**	**Disallowed**
Medical Assistant (1 FTE)	18,000.00	
Tax & Fringe	**6,600.00**	**Disallowed**
Clerk 1 FTE	**15,000.00**	**Disallowed**
Tax & Fringe	**5,400.00**	**Disallowed**
Housekeeping (Contractual)	**8,000.00**	**Disallowed**
Medical Supplies	15,000.00	
Medication/Pharmacy Supplies	20,000.00	
Laboratory	25,000.00	
Radiology (Including Mammograms)	25,000.00	
Sub-Total	***343,360.00***	
In-Direct Costs	***34,336.00***	
Total	***377,696.00***	
Minus Revenue Generated	***(90,000.00)***	
Minus In-Kind Services (Lab & Radiology)	***(6,000.00)***	
Minus In-Kind Indirect Cost	***(34,336.00)***	
Minus Disallowed Costs	***(44,360.00)***	
Grand Total	***$203,000.00***	**(44,360.00)**

RFP NO: 2007-402-10-31-VYG
"Demonstration Program Primary/Specialty Health Care Services And/Of Targeted Case Management Services"

GRANT DISTRIBUTION GRID

FOUR (4) QUALIFED NON-PROFIT ORGANIZATIONS
(Listed As Ranked And Approved By Commissioners Court on 01/22/08)

	Name Of Non-Profit Organization	Amount Being Requested	Amount Adjusted Based On Percentage Of 87.1437%
1	Physicians' Educational Foundation	$187,770.00	$163,630.00
2	Hope Family Health Center	$200,000.00	$174,287.00
3	Nuestra Clinica Del Valle	$249,724.00	$217,619.00
4	Lower Rio Grande Valley Community Health Management Corporation, Inc., d/b/a El Milagro Clinic	$247,360.00	$215,559.00
	Total Amount Of Funds Being Requested	**$884,854.00**	
	Funds Reimbursed To County From Rio Grande Valley Health Services	$771,095.00	
	Total Amount Based On Percentage		**$771,095.00**

9. **A. Acceptance and approval of the final draft contract document (approved as to form by legal counsel) for the four (4) qualified non-profit organizations for Hidalgo County's RFP: Demonstration Program Primary/Specialty Health Care Services and/or Targeted Case Management":**
   1. **Physicians Educational Foundation**
   2. **Hope Family Health Center**
   3. **Nuestra Clinica Del Valle**
   4. **El Milagro Clinic**

   B. Presentation for discussion, consideration and determination of grant awards for each qualified non-profit organizations including, but not limited to, the following options:
   1) Equal monetary grant awards
   2) Proportional monetary grant awards ✓
   3) Other, as may developed/determine by Commissioner's Court
   Note: All awards are on a re-imbursement basis subject to all audit procedures and processes.

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A & B.

   On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on item B-2.

   At this time the Court moved back to item #6.

10. **Requesting authority to exercise the sixty (60) day grace period extension with Pavement Markings, Inc. in connection with the current contract# E-07-080-02-06- "Striping of County Roads" for Hidalgo County while procurement process is completed. Expiring 04/06/08 or upon new award of bid (which ever comes first).**

    On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

    At this time Commissioner Flores returns to the Court .

    At this time Judge Salinas steps out of the Court.

11. **Presentation by project architects ROFA of bids received with recommendations for award in connection with Hidalgo County's project for the "Construction of Headstart Central Kitchen" to lowest responsible bidder meeting all specifications (Bid No. 200-159C-12-12-MSS)**

    On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval with alternate 1.

AI-7809 **11.A.9.**

Demonstration Program Primary/Speciality Health Care Services And/Or Targeted Case Management Services

CC REGULAR

Date: 02/11/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Acceptance and approval of the final draft contract document (approved as to form by legal counsel) for the four (4) qualified non-profit organizations for Hidalgo County's RFP: Demonstration Program Primary/Specilty Health Care Services and/or Targeted Case Management":

1. Physicians Educational Foundation
2. Hope Family Health Center
3. Nuestra Clinica Del Valle
4. El Milagro Clinic

B. Presentation for discussion, consideration and determination of grant awards for each qualified non-profit organizations including, but not limited to, the following options:

1) Equal monetary grant awards
2) Proportional monetary grant awards
3) Other, as may developed/determine by Commissioner's Court

Note: All awards are on a re-imbursement basis subject to all audit procedures and processes.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding to be in place by Budget Office.

Attachments

Link: Draft Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/07/2008 01:53 PM	APRV
2	Budget & Management	Dina Trevino	02/07/2008 02:44 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/07/2008 05:44 PM	APRV
4	Auditor's Office		02/07/2008 11:44 PM	NEW

Form Started By: Vangie Garcia Started On: 02/05/2008 04:26 PM
Final Approval Date: 02/07/2008

BUDGET INTER-DEPARTMENTAL TRANSFER

Attn: Vangie

DATE: February 7, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPT OF BUDGET & MGMT FOR HEALTH ADMININSTR ATION

ACCOUNT NUMBER: 8-1100-41X-X0-X1X-00X-0-XXX

CONTACT PERSON: IVAN CANTU **TELEPHONE NO.** (956) 292-7025 EXT. 5425

SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Inter-departmental Transfer/s (increase/decrease) in acc rdance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	CO WIDE ADMIN-	CONTINGENCY	(771,095.00)
TO			
8-1100-441-00-340-036-0- 843	HLTH ADM PYSICANS EDUCATIONAL FOUNDAT	AID TO NON GOV T AGENCIES	163,630.00
8-1100-441-00-340-037-0- 843	HEALTH ADM HOPE FAMILY CENTER	AID TO NON GOV T AGENCIES	174,287.00
8-1100-441-00-340-038-0- 843	HEALTH ADM NUESTRA CLINICA	AID TO NON GOV T AGENCIES	217,619.00
8-1100-441-00-340-039-0- 843	HEALTH ADM EL MILAGRO	AID TO NON GOV T AGENCIES	215,559.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund the Demonstration Program Primary/Specialty Health Care Services and/or Targeted Case Management Services. See AI #7809 under Purchasi ng Dept.

DEPARTMENT HEAD SIGNATURE

/ / DATE

APPROVED COMMISSIONERS' COURT

ATTE T COUNTY CLERK

03/11/2008 15:40 956-292-7035 BUDGET & MANAGEMENT PAGE 01/01

AI-8484 **13.K.1.**

Change Order

CC REGULAR

Date: 03/25/2008

Submitted By: Mary Maldonado, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting approval of Change Order #1 in the amount of $3,800.00 with contractor, Sol Technologies in connection with additional costs associated with the excavation of concrete piers (supporting old parking lot light poles) which were discovered to be submerged/buried to a depth of nine (9) feet and not the customary depth of five (5) feet and thus requiring additional cost for excavation of piers. C-07-345-11-06 (PO#599508)

BACKGROUND

C-07-345-11-06 (PO#599508)

Change Order is in the amount of $3,800.00
Letter from Sol Technologies
Memo from Buildings & Grounds

Fiscal Impact

FISCAL YEAR: 2007 **ACCT. #:** 1301-415-00-120-007-0-739

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#599508 available balance as of 3/20/08 $94,108.00, PO to be increased by $3,800.00. There is an interfund transfer to cover change order amount (AI#8529 3/25/08 $3,800.00)

Attachments

Link: Change Order

Link: 07-349

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008 04:21 PM	APRV
2	Budget & Management	Dina Trevino	03/20/2008 07:46 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2008 04:05 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Mary Maldonado

Started On: 03/18/2008 03:11 PM

Final Approval Date: 03/20/2008

606 S Missouri Ave Weslaco TX 78596 956 975 2510
www.soltechnologiesllc.com

March 17, 2008

Hidalgo County Administration Building
2802 S. Business 281
Edinburg, TX 78539

To Whom It May Concern:

There will be a change order due for the concrete pier removal due to the fact that the piers were larger than anticipated. The piers were originally believed to be 5' deep but were in fact 9' feet deep. The added cost is due to extra man-hours and extra heavy equipment - including a 50-ton crane. The total change order amounts to: $3,800.00.

Sincerely,

Israel Ortiz
Treasurer

RECEIVED March 18, 2008 @ 3:35 PM

Sol Technologies
PLUG INTO THE SUN

MEMORANDUM

TO: HIDALGO COUNTY PURCHASING DEPARTMENT

FROM: DANIEL FLORES, BUILDINGS & GROUNDS DIRECTOR

DATE: MARCH 18, 2008

PLEASE LET THIS SERVE AS A FORMAL REQUEST TO PLACE FOR COMMISSIONERS COURT APPROVAL AT THE EARLIEST CONVENIENCE.

DUE TO UNFORSEEN SITUATION OF PILARS BEING DEEPER THAN ANTICIPATED WE ARE REQUESTING APPROVAL OF PROPOSED CHANGE ORDER.

606 S Missouri Ave Weslaco TX 78596 956 975 2510
www.soltechnologiesllc.com

CONTRACT CHANGE ORDER REQUEST

March 19, 2008

CHANGE ORDER #: 1
PROJCECT NAME: #151 PARKING LOT LIGHTS FOR NEW ADM. BLDG.
C-07-345-11-06

REASON: CONCRETE PIERS WERE ORIGINALLY BELIEVED TO BE 3'AFG AND 5'DEEP. THE CONCRETE PIERS ARE ACTUALLY 3'AFG AND 9' DEEP. THIS REQUIRES MORE MAN HOURS AND LARGER HEAVY EQUIPMENT SUCH AS A 50-TON CRANE.

CONTRACT PRICE PRIOR TO CHANGE ORDER: ..... $ 94,108.00
NET INCREASE/DECREASE OF THIS CHANGE ORDER... .$ 3,800.00
CONTRACT PRICE WITH CHANGE ORDER.....$ 97,908.00

Israel Ort
SIGNATURE

3/19/08
DATE

Treasurer
TITLE

AI-8464 **13.L.1.**

Lexis Nexis Agreement
CC REGULAR

Date: 03/25/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Requesting exemption from competitive bidding requirement under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County with Lexis Nexis.

B. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):
-Sheriff's Office

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-342
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is pending approval of AI 8498 CC 3-25-08 $567.00*9 months =$5,103.00. Service period is from 4-1-08-12-31-08 for the remainder of calendar year 2008.

Attachments

Link: Lexis Nexis

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008	APRV
2	Budget & Management	Dina Trevino	03/19/2008 07:00 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/20/2008 07:38 AM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/18/2008 01:18 PM

Final Approval Date: 03/20/2008

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION
NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	HIDALGO COUNTY SHERIFFS DEPARTMENT	**Account Number:**	119NBW

Extension Period				Monthly Commitment	
Beginning	**4-1-08**	**to**	**3-31-09**	**$**	**567.00**
Beginning	**4-1-09**	**to**	**3-31-2010**	**$**	**590.00**
Beginning	**4-1-2010**	**to**	**3-31-2011**	**$**	**608.00**

Current Number of Attorneys/Judges*: _____

Current Number of Other Government Professionals*: _____

*Information required (if applicable) to complete this transaction.

These changes will be effective on 4-1-08. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

J. Jason Schmitt, Esq
Account Manager, NWSW
937-743-3070 - Office
866-960-4584 - Fax

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 15th of March.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: Hidalgo County Sheriffs Department

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

AI-8467 **13.M.1.**

Scanners
CC REGULAR

Date: 03/25/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

Requesting authority to purchase computer equipment and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network with the following awarded vendor:

CDW Government, Inc. TCPN #R-4713, Requisition # 128804 in the total amount of $13,579.96

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-40-180-002-0-743
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance in requisition #128804, as of 03/20/2008 $13,579.96.

Attachments

Link: SCANNERS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/19/2008	APRV
2	Budget & Management	Dina Trevino	03/19/2008 07:04 AM	APRV
3	Andres Castro	Andres Castro	03/20/2008 01:48 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Matilde Faz Started On: 03/18/2008 01:34 PM

Final Approval Date: 03/20/2008

Requisition

Req # 00128804

PO #

Date: 03/17/08

Req. #8467
3/25/08

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT, INC.
230 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: **RENE PEREZ**
956-318-2100

Contract No: **R4713**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4		FUJITSU FI-4340C SHTFEDSCAN USB SCSI MFG# : FUJ-PA03277-B015 FOR ROBERTS CHEVROLET BUILDING	3,394.99	13,579.96
		Account No	Encumbrance	
		8-1100-415-40-180-002-0-743	13,579.96	
		(Assets) 48120, 48121, 48122 + 48123	Freight	.00
			Total	13,579.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		4 scanners New for Roberts Chevrolet Bldg		
				TCPN

Authorized By: _____

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www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
JZD4872	10177862	2/26/2008

BILL TO
LIL HERNANDEZ
100 N KLOSNER

COUNTY OF HIDALGO-CLERK
EDINBURG, TX 78539

Req # 128804

SHIP TO
COUNTY OF HIDALGO-CLERK
100 N KLOSNER

LIL HERNANDEZ
EDINBURG, TX 78539
Contact: LIL HERNANDEZ 956-292-7678

Customer Phone # 9562927678

Customer P.O. # FUJITSU QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JAY CARLILE 866-224-6448	FEDEX Ground	MasterCard/Visa Go	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	789816	FUJITSU FI-4340C SHTFEDSCAN USB SCSI Mfg#: FUJ-PA03277-B015 Contract: TCPN CONTRACT #R4713 R4713	3394.99	13579.96
		SUBTOTAL		13579.96
		FREIGHT		.00
		SALES TAX		.00

TOTAL ➧ US Currency 13,579.96

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9492

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Arturo Guajardo, jr.

HIDALGO COUNTY CLERK'S OFFICE

FAX COVER SHEET:

WWW.HIDALGOCOUNTYCLERK.COM
Post Office Box 58
Edinburg, Texas 78540

PHONE: (956) 318-2100 FAX: (956) 318-2067

TO: Elena Gomez FROM: Rene Perez ext: 6186

FAX: 292-7612 PAGES: 3

PHONE: DATE: 3-18-08

RE: CC:

COMMENTS:

CONFIDENTIALITY NOTICE: This facsimile message and accompanying documents contain information from the Hidalgo County Clerk's Office, which may be confidential and or privileged. The information is intended to be for the use of the individual or entity named on this transmittal sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this facsimile in error, please notify us by telephone or fax immediately. Thank you.

AI-8468 **13.N.1.**

County Standing Items
CC REGULAR

Date: 03/25/2008
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS
A. 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)

B. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(a)(4) 'a professional service" for the provision of legal services/representation in connection with 'litigation;

C. Requesting approval of the engagement with the firm _____for the provision of legal services/
representation in connection with litigation.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/19/2008	APRV
2	Budget & Management	Dina Trevino	03/19/2008 07:05 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/20/2008 07:01 AM	APRV
4	Auditor's Office	Linda Fong	03/20/2008 03:55 PM	APRV
5	Court Administrator		03/20/2008 04:15 PM	NEW
Form Started By: Nielda Cavazos			Started On: 03/18/2008 01:36 PM	
Final Approval Date: 03/20/2008				

AI-8432 **14.A.**

Tax Resale

CC REGULAR

Date: 03/25/2008
Submitted By: Neida Chavana, TAX OFFICE
Submitted For: Hiram Gutierrez, Atty @Perdue Brandon Fielder
Department: TAX OFFICE

Information

CAPTION

Discussion and possible action on bids received on Tax Resale Properties.

BACKGROUND

Documents will be presented at Commissioners' Court

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No funding required

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/17/2008 01:42 PM	APRV
2	Erika Reyna	Erika Reyna	03/20/2008 01:37 PM	APRV
3	Auditor's Office	Linda Fong	03/20/2008 04:08 PM	APRV
4	Purchasing Department		03/20/2008 04:15 PM	NEW
Form Started By: Neida Chavana			Started On: 03/14/2008 03:47 PM	
Final Approval Date: 03/20/2008				

AI-8498 **14.B.**

Interdept Lexis Nexis - Sheriff
CC REGULAR

Date: 03/25/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from IT to Sheriff Department (1100) in the amount of $5,103.00

BACKGROUND

Lexis Nexis - Sheriff

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-534
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-200-002-0-534-->8-1100-421-00-280-001-0-342 $5,103.00
Available balance as of 3/19/08 $38,614.42

Attachments

Link: Lexis Nexis agreement-Sheriff

Link: interdept transfer-Lexis

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/19/2008 08:25 AM	APRV
2	Erika Reyna	Erika Reyna	03/19/2008 10:54 AM	APRV
3	Manuel Chapa (Originator)	Manuel Chapa	03/19/2008 03:00 PM	APRV
4	Auditor's Office	Linda Fong	03/20/2008 04:10 PM	APRV
5	Purchasing Department		03/20/2008 04:15 PM	NEW

Form Started By: Manuel Chapa Started On: 03/19/2008 07:38 AM

Final Approval Date: 03/20/2008

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION
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By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	HIDALGO COUNTY SHERIFFS DEPARTMENT	**Account Number:**	119NBW

Extension Period				Monthly Commitment	
Beginning	**4-1-08**	**to**	**3-31-09**	**$**	**567.00**
Beginning	**4-1-09**	**to**	**3-31-2010**	**$**	**590.00**
Beginning	**4-1-2010**	**to**	**3-31-2011**	**$**	**608.00**

Current Number of Attorneys/Judges*: _____

Current Number of Other Government Professionals*: _____

*Information required (if applicable) to complete this transaction.

These changes will be effective on 4-1-08. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

J. Jason Schmitt, Esq
Account Manager, NWSW
937-743-3070 - Office
866-960-4584 - Fax

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 15th of March.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: Hidalgo County Sheriffs Department

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

DATE: March 19, 2008

DEPARTMENT HEAD: Valde Guerra **AI# 8498**

DEPARTMENT NAME: Dept. of Budget & Management for IT

ACCOUNT NUMBER: 8-1100-4XX-XX-2X0-002-0-XXX

SUBJECT: **Interdepartmental Transfer**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-200-002-0-534	Computer Dept. - Internet	(5,103.00)
8-1100-421-00-280-001-0-342	Sheriff - Information & Credit Services	5,103.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Transfer from Computer Dept to Jail to cover Nine months of a Lexis Nexis agreement. (1st year monthly fee $567.00 from 4-1-08 thru 3-31-09 567*12=5,103.00**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-8506 **14.C.**

Interfund transfer Pct#3
CC REGULAR

Date: 03/25/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interfund transfer from Pct# 3 P/U Rd (1203) to TX DOT US 83 Illumination System (1315) in the amount of $600.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1203-431-00-123-005-0-890-->8-1315-431-00-123-030-0-841 $600.00
Available balance as of 3/19/08 $119,489.01

Attachments

Link: Interfund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/19/2008 03:03 PM	APRV
2	Andres Castro	Andres Castro	03/19/2008 03:23 PM	APRV
3	Auditor's Office	Becky Morales	03/20/2008 07:53 AM	APRV
4	Andres Castro	Andres Castro	03/20/2008 01:48 PM	APRV
5	Nielda Cavazos	Nielda Cavazos	03/20/2008 01:49 PM	APRV
6	Purchasing Department	Marty Salazar	03/20/2008 03:37 PM	APRV
7	Court Administrator		03/20/2008 04:15 PM	NEW

Form Started By: Manuel Chapa Started On: 03/19/2008 02:24 PM

Final Approval Date: 03/20/2008

INTER-FUND TRANSFER

DATE: March 19, 2008 **AI# 8506**

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: DBM for Precinct #3

ACCOUNT NUMBER: 8-1XXX-431-00-123-0XX-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-fund 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:		
8-1203-431-00-123-005-0-890	Pct# 3 P/U RD - Other	(600.00)
8-1203-491-01-000-315-0-891	Transfer Out	600.00
TO:		
8-1315-391-01-000-203-0-000	Transfer In	600.00
8-1315-431-00-123-030-0-841	TxDot US 83 Illumination System- Aid to Govt Agency	600.00
	Total Budget (Increase/Decrease)	**600.00**

REASON: To pay Luma Tech. to repair street lighting on US 83 (Illumination lights)

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-8505 **14.D.**

Pct. 3 R & B Appropriation P/U Rd.
CC REGULAR

Date: 03/25/2008
Submitted By: Andres Castro, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 appropriation of funds into Precinct No. 3 P/U - Roads (fund 1203, program no. 005) in the amount of $6,000.00.

BACKGROUND

Donation received from 3F Developers LLC, receipt #116483 to be used in object code 731 "Roads".

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation in the amount of $6,000.00 into Pct. #3 P/U - Roads, object code 731.

Revenue account no. 8-1203-364-00-000-000-0-000 "R & B Pct. 3 Contributions & Donations".

Attachments

Link: Pct. 3 BA P/U Rd.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Andres Castro (Originator)	Andres Castro	03/19/2008 02:31 PM	APRV
2	Budget & Management	Dina Trevino	03/19/2008 02:37 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/19/2008 02:57 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Andres Castro — Started On: 03/19/2008 02:04 PM

Final Approval Date: 03/20/2008

DATE: March 19, 2008

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: Dept of Budget & Management for Pct. 3 R & B

ACCOUNT NUMBER: 8-1203-431-00-123-005-0-731 -P/U Rd

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 departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
8-1203-431-00-123-005-0- 731	**Pct. 3 P/U Rd - Roads**	**$6,000.00**
8-1203-364-00-000-000-0- 000	**R&B Pct. #3 - Contributions & Donations**	**6,000.00**
TOTAL BUDGET INCREASE (DECREASE)		**6,000.00**

REASON: To appropriate funds for (Pct #3 R & B program no. 005) received from 3F Developers LLC, receipt #116483, in object code 731, Roads.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-8521 **14.E.**

Interfund transfer - Pct#4
CC REGULAR

Date: 03/25/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interfund transfer from Certificates of Obligation Series 2002 Fund Balance (1332) to Precinct No. 4 - New Administration Building (1301) in the amount of $39,981.37.

BACKGROUND

Funds needed in object codes 720 & 739 program #034 for fund 1301 Capital Outlay Fund.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-13XX-4XX-XX-124-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Fund 1332 CO's 2002 Fund Balance-->8-1301-419-40-124-034-0-XXX $39,981.37; Available Unreserved 2008 Fund Balance (fund 1332) as of 3-20-08 $119,419.66.

Attachments

Link: Interfund transfer Pct. 4 New Admin Bldg

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	03/20/2008 12:46 PM	APRV
2	Budget & Management	Dina Trevino	03/20/2008 01:06 PM	APRV
3	Erika Reyna	Erika Reyna	03/20/2008 01:26 PM	APRV
4	Auditor's Office		03/20/2008 04:15 PM	NEW

Form Started By: Manuel Chapa Started On: 03/20/2008 10:40 AM

Final Approval Date: 03/20/2008

DATE: March 20, 2008

DEPARTMENT HEAD: VALDE GUERRA **AI# 8521**

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT for Pct# 4

ACCOUNT NUMBER: **7-1301-419-40-124-034-0-XXX**

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1332-491-01-000-301-0- 891	**TRANSFER OUT - CAPITAL OUTLAY FUND**	**39,981.37**
TO		
8-1301-391-01-000-332-0- 000	**TRANSFER IN- CO 2002**	**39,981.37**
8-1301-419-40-124-034-0- 720	**PCT#4- NEW ADMINISTRATION BLDG- BUILDINGS**	**2,263.24**
8-1301-419-40-124-034-0- 739	**PCT#4- NEW ADMINISTRATION BLDG- OTHER STRUCTURES**	**37,718.13**
	TOTAL BUDGET INCREASE (DECREASE)	**39,981.37**

REASON: **Appropriation of needed funds from Certificates of Obligation Series 2002 (1332) Unreserved Fund Balance to Precinct# 4 - New Admin. Bldg. Buildings & Other Structures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-8523 **14.F.**

Certification of WC Claims paid by Tristar Risk Management
CC REGULAR

Date: 03/25/2008
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 $53,908.72 for the period of
02/16-29/2008 and requesting wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: 8523

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/20/2008 01:51 PM	APRV
2	Erika Reyna	Erika Reyna	03/20/2008 03:08 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Flora Vazquez			Started On: 03/20/2008 01:02 PM	
Final Approval Date: 03/20/2008				

HIDALGO COUNTY BUDGET OFFICE/WORKERS' COMPENSATION DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: **February 16 –29, 2008.**

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 **$ 53,908.72.**

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims (Check **# 319760-319928**) on behalf of injured employees from **02/16/2008** to **02/29/2008** :

1).	Hidalgo County	$ 39,571.06
2).	Hidalgo County Headstart Program	$ 14,337.66
3).	Community Service Agency	$ 00.00
4).	Hidalgo County Urban County Program	$ 00.00
5).	Drainage District #1	$ 00.00

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 53,908.72

Budget Office/Workers' Comp. Division is requesting approval of this payment on the Commissioners' Court Agenda of March 25, 2008.

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) $ 216,091.28

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

March 3, 2008

Hidalgo County Workers Compensation Fund
100 E. Cano, 2nd Fl.
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 16594

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 2/16/08 to 2/29/08 are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st. (Check# 319760-319928)	53,908.72
TOTAL CURRENT CHARGES	$ 53,908.72
Previous Balance Due	$119,790.47

Payments and Credits

02/25/08	Payment received - thank you	61,050.57CR
02/28/08	Payment received - thank you	58,739.90CR
	Total Payments and Credits	$119,790.47CR
	Total Balance Due	$ 53,908.72

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1048

INVOICE RECEIVED BY:
RC on 3-19-08
GOODS/SERVICES RECEIVED BY:
Hidalgo County on 3-19-08

Custom Payment Total

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
Organization 1 : Headstart										
					Organization 1 Total: 82					14,337.66
					Alternate Organization 1 Total: 82					14,337.66
Alternate Organization 1 : Hidalgo County										
Organization 1 : Hidalgo County										
					Organization 1 Total: 252					39,571.06
					Alternate Organization 1 Total: 252					39,571.06
					Grand Total: 334					53,908.72

AI-8524 **14.G.**

appropriation of funds CO 2006
CC REGULAR

Date: 03/25/2008
Submitted By: Rey Salazar, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Requesting approval of appropriation of funds for C.O.2006-B&G-Head Start Kitchen-Building in the amount of $31,240.00

BACKGROUND

Additional funding is being transferred in order to fund additional La Joya Water Supply fees related to building construction.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$1,486,440.28 available balance for appropriation.

Attachments

Link: LJWS Fees
Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/20/2008 01:52 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/20/2008 02:48 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Rey Salazar			Started On: 03/20/2008 01:28 PM	
Final Approval Date: 03/20/2008				

ENRIQUEZ ENTERPRISES

6 48 0743

March 18, 2008

Luis Figueroa, AIA
Rike Ogden Figueroa Allex Architects Inc.
1007 Walnut Ave.
McAllen, Texas 78501

Re: Hidalgo County Headstart Central Kitchen

Mr. Figueroa,

Enriquez Enterprises is committed in finishing the Central Kitchen for the Hidalgo County Headstart Program in a timely manner. We have already removed the 24" of existing soil, are commencing the building pad, and have staked out the location for all new utilities.

However, there are two issues that have come to my attention that might have a substantial impact on the construction schedule.

First, our utility subcontractor had gone to the La Joya Water Supply Corporation to pay for water tap fees. However, LJWSC has attached additional fees. Aside from the projects membership fee, inspection fee, and water meter fee, there are additional fees of $19,000.00 for water rights and $12,240.00 for FECC. Water right fees and FECC fees are customarily handled by the owner prior to construction.

Secondly, when I delivered the plans for a construction permit, the question was raised of whether the property had been subdivided. Mr. Humberto Garza, the inspector reviewing the plans for Precint 3, will be reviewing the warranty deed to verify compliance with subdivision regulations. As you may be aware, recording a piece of property takes substantial time and resources.

As mentioned before, we quickly moved on this project to try and meet the owner's preferred construction schedule but are very concerned with these issues. Either one of these issues would definitely put a stain on the owner's budget and schedule.

We would like to request your help in both of these matters so as to avoid any delays to the project.

Respectfully,

CAR

Cesar A. Roque
Project Manager
Enriquez Enterprises, Inc.

P.O. BOX 2999 • EDINBURG, TEXAS 78540
PHONE: 956-259-8005 • FAX: 956-259-8009
www.enriquezenterprises.com

MAR/13/2006/WED 03:58 PM FAX No. P.002

La Joya Water Supply Corporation
Membership Prices

Residential

Meter Size	Member Fee	Inspection Fee	Meter Fee	Water Rights	FECC	Total Cost
3/4"	$20.00	$20.00	$475.00	$1,900.00	$1,224.00	$3,639.00

Commercial

Meter Size	Member fee	Inspection fee	Meter Fee	Water Rights w/LUE	FECC	Total Cost
3/4"	$20.00	$20.00	$475.00	$2,850.00	$1,836.00	$5,201.00
1"	$20.00	$20.00	$830.00	$4,750.00	$3,060.00	$8,680.00
1 1/2"	$20.00	$20.00	$1,330.00	$9,500.00	$6,120.00	$16,990.00
2" compound	$20.00	$20.00	$1,500.00	$15,200.00	$9,792.00	$26,532.00
2" turbine	$20.00	$20.00	$1,500.00	$19,000.00	$12,240.00	$32,780.00
4" compound	$20.00	$20.00	$11,785.00	$47,500.00	$30,600.00	$89,925.00
4" turbine	$20.00	$20.00	$11,785.00	$79,800.00	$51,408.00	$143,033.00
6" compound	$20.00	$20.00	$17,000.00	$95,000.00	$61,200.00	$173,240.00
6" turbine	$20.00	$20.00	$17,000.00	174,800.00	$112,608.00	$304,448.00

LUEs (Living Unit Equivalent)

Meter Type	Meter Size	Number of LUEs
Simple Residential Use	3/4"	1.0
Simple Commercial Use	3/4"	1.5
Simple	1"	2.5
Simple	1 1/2"	5.0
Simple	2"	8.0
Compound	2"	8.0
Turbine	2"	10.0
Compound	4"	25.0
Turbine	4"	42.0
Compound	6"	50.0
Turbine	6"	92.0

REQUEST FOR SERVICE INVESTIGATION
(NON-STANDARD SERVICE)

I_____ hereby submit this form, requesting a water service

Developer/Applicant

investigation on the following plat or map _____

Subdivsion Name or Plat Name

officially signed and sealed by a State of Texas licensed surveyor (plat) or proffesional engineer (plat/water utility design) .

I have paid the required service investigation fee based on the number of proposed LUE's and I understand all of the conditions of " Section E Non-Standard Service Requirements " of the La Joya Water Supply Corporation Tariff.

Signed _____ Date _____

Developer/Applicant

SECTION A: STATEMENTS

1. Organization. The La Joya Water Supply Corporation is a member owned, non-profit corporation incorporated pursuant to the provisions of Texas Water Code Chapter 67, Nonprofit Water Supply Corporations, as supplemented by the Texas Non-Profit Corporation Act, Tex. Rev. Civ. Stat. Ann., art. 1396-1.01, for the purpose of furnishing a potable water utility service.

2. Non-Discrimination Policy. Membership in the Corporation and service of water is provided to all Applicants who comply with the provisions of this Tariff regardless of race, creed, color, national origin, sex or marital status.

3. Rules Application. The rules and regulations specified herein apply to the water services furnished by La Joya Water Supply Corporation, also referred to as Corporation, La Joya, or La Joya WSC. Failure on the part of the Member, Customer, or Applicant to observe these rules and regulations of the Corporation, after due notice of such failure, automatically gives the Corporation the authority to deny or to discontinue the furnishing of service as provided herein and as may be amended from time to time by the Board of Directors.

4. Corporation Bylaws. The Corporation has adopted bylaws which establish the make-up of the Board of Directors, establish the Membership voting rights, provide for annual and regular meetings, provide for reserve accounts, and establish the rights of the Members and other important regulations of the water system. These bylaws are included by reference herein, as amended from time to time, and are on file for inspection in the Corporation's office.

5. Fire Protection Responsibility. Fire hydrants installed within the Corporation's distribution system are provided at the convenience of the Corporation and do not imply any responsibility on the part of the Corporation to meet fire flow requirements of local, county, state, or federal governmental agencies. Fire hydrants paid for by individuals or groups of individuals and donated to the Corporation for county volunteer fire department use shall remain in place for such use as "refill only" of fire trucks. The Corporation reserves the right to remove any fire hydrant, due to improper use or detriment to the system as determined by the Corporation, at any time without notice, refund, or compensation to the contributors.

6. Damage Liability. The La Joya WSC is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures. The limit of liability of the La Joya WSC is the extent of the cost of service provided. By acceptance of Membership, Member consents to waiver of such liability.

7. Information Disclosure. The records of the Corporation shall be kept in the Corporation office in La Joya, Texas. These records may, upon request, be examined by any Member of the Corporation. To the extent Texas Public Information Act, Chapter 552 of the Texas Government Code applies to the Corporation, records will be made available to the public in accordance with that Act. A reasonable charge may be assessed anyone requesting copies of records.

8. Customer Notice Provision. The Corporation shall give written notice of monthly water rate changes by mail or hand delivery to all affected Members and customers at least 30 days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rate, date of Board authorization, and the name and phone number of the Corporation's contact person designated to address inquiries about the rate change. The notice may be included in the bills of the affected Members or customers.

NOTICE OF REQUIREMENT TO COMPLY WITH THE SUBDIVISION AND SERVICE EXTENSION POLICY OF LA JOYA WATER SUPPLY CORPORATION

Pursuant to Chapter 13.2502 of the Texas Water Code, La Joya Water Supply Corporation hereby gives notice that any person who subdivides land by dividing any lot, tract, or parcel of land, within the service area of La Joya Water Supply Corporation, Certificate of Convenience and Necessity No. 10559, in Hidalgo and Starr Counties, into two or more lots or sites for the purpose of sale or development, whether immediate or future, including re-subdivision of land for which a plat has been filed and recorded or requests more than two water or sewer service connections on a single contiguous tract of land must comply with [Section E NON-STANDARD SERVICE REQUIREMENTS] (the "Subdivision Policy") contained in La Joya Water Supply Corporation's tariff.

La Joya Water Supply Corporation is not required to extend retail water or sewer utility service to a service applicant in a subdivision where the developer of the subdivision has failed to comply with the Subdivision Policy.

Applicable elements of the Subdivision include:

Evaluation by La Joya Water Supply Corporation of the impact a proposed subdivision service extension will make on La Joya Water Supply Corporation's water supply/sewer service system and payment of the costs for this evaluation;

Payment of reasonable costs or fees by the developer for providing water supply/sewer service capacity;

Payment of fees for reserving water supply/sewer capacity;

Forfeiture of reserved water supply/sewer service capacity for failure to pay applicable fees;

Payment of costs of any improvements to La Joya Water Supply Corporation's system that are necessary to provide the water/sewer service;

Construction according to design approved by La Joya Water Supply Corporation and dedication by the developer of water/sewer facilities within the subdivision following inspection.

La Joya Water Supply Corporation's tariff and a map showing La Joya Water Supply Corporation's service area may be reviewed at La Joya Water Supply Corporation's office, at 3510 North Abram Road, Palmview, Texas 78560 the tariff/policy and service area map also are filed of record at the Texas Commission on Environmental Quality in Austin, Texas and may be reviewed by contacting the TCEQ, c/o Utility Rates and Services Section, Water Utilities Division, P.O. Box 13087, Austin, Texas 78711.

SECTION E: NON-STANDARD SERVICE REQUIREMENTS

The Corporation may, at its option, exercise to supervise, contract and construct any improvements consistent with this section with any Applicant.

1. Corporation's Limitations. All Applicants shall recognize that the Corporation must comply with local, state, and federal rules and regulations as promulgated from time to time, and by covenants of current indebtedness.

2. Purpose. The purpose of this Section is to govern agreements and service procedures for subdivisions, additions to subdivisions, developments or other properties where service to more than one tract is necessary, where additional piping, service facilities, etc. are required to accommodate individual, multiple, commercial, or industrial Applicants, or where the Applicant has requested service to a facility that qualifies as more than one LUE. For the purposes of this Tariff, Applications subject to this Section shall be defined as Non-Standard.

3. Application of Rules. This Section may be altered or suspended when applied to planned facility expansions for which the Corporation extends its indebtedness. The Board of Directors of the Corporation shall interpret on an individual basis whether or not the Applicant's service request shall be subject to all or part of the conditions of this Section.

4. Service Investigation.

a. Prior to submitting an application for service, any person who intends to seek non-standard service from the Corporation shall submit a Request for a Service Investigation and the Service Investigation Fee to the General Manager of the Corporation.

b. Upon receipt of a completed Request for a Service Investigation form and the Service Investigation Fee, the Corporation, or its designated engineering and legal consultants, shall investigate the Corporation's ability to serve the number of LUEs proposed to be located on the tract of land, or if a need exists for an expansion to the capacity of the production and storage or general purpose transmission facilities, or a combination of both, to serve the proposed connections.

c. Each Request for a Service Investigation shall include the following:

(1) Four copies of a map or preliminary plat showing the property indicating the location of the said property with the Corporations CCN, and the proposed improvements to be constructed to connect such facilities to the Corporation's system. The map or plat must show the legal description and the dimensions of the property. The map or plat must be signed and sealed by a licensed surveyor or registered professional engineer.

(2) The intended land use of the property, including detailed information concerning the type of land uses proposed.

(3) The proposed number of LUEs and the projected water demand of each connection, including the average and peak demand in gallons per minute (GPM), and a projected growth schedule tied to demand for water.

DATE: March 20, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME Department of Budget and Management
c/o Precinct 4

ACCOUNT NUMBER: 8-1336-444-00-220-032-0-720

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
8- 1336- 444- 00- 220- 032- 0- 720	C.O.2006-B&G-HEAD START KITCHEN-BUILDING	31,240.00
	TOTAL BUDGET INCREASE(DECREASE)	31,240.00

REASON:
Appropriation of needed funds from Certificates of Obligation Series 2006 (1336) Unreserved Fund Balance to B&G-Head Start Kitchen-Building for additional costs incurred by the La Joya Water Supply Corporation for

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-8526 **14.H.**

Constable Pct. 4 - Andy Rios
CC REGULAR

Date: 03/25/2008
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Countywide Administration Contingency to Constable Pct. 4 in the amount of 3,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899-->8-1100-421-00-294-001-0-611 $3,500.00; Available balance as of 03/20/2008 $473,333.13

Attachments

Link: Constable Pct. #4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Dina Trevino	03/20/2008 02:31 PM	APRV
2	Erika Reyna	Erika Reyna	03/20/2008 03:02 PM	APRV
3	Auditor's Office		03/20/2008 04:15 PM	NEW
Form Started By: Dina Trevino			Started On: 03/20/2008 01:45 PM	
Final Approval Date: 03/20/2008				

DATE: March 20, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Constable Pct. #4

ACCOUNT NUMBER: 8-1100-421-00-294-001-0- 611

SUBJECT: **Interdepartmental 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		
8-1100-415-00-115-002-0 899	Co. Wide Admin - Contingency	(3,500.00)
TO		
8-1100-421-00-294-001-0- 611	Constable Pct. #4 - Police Supplies	3,500.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer $3,500.00 into Police Supplies for the purchase of safety supplies for the Deputies.

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-8529 **14.I.**

interfund transfer Sol Tech

CC REGULAR

Date: 03/25/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interfund transfer from C.O. Series 2006 (1336) to K-Mart Property (1301) in the amount of $3,800.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-40-220-027-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1336-419-40-220-027-0-452-->8-1301-415-00-120-007-0-739 $3,800.00
Available balance as of 3/20/08 $5,802.34

Attachments

Link: interfund

Form Routing/Status

Form Started By: Manuel Chapa	Started On: 03/20/2008 03:54 PM
Final Approval Date: 03/20/2008	

DATE: March 20, 2008

DEPARTMENT HEAD: VALDE GUERRA **AI#8529**

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT for B&G

ACCOUNT NUMBER: **8-1301-415-00-120-007-0-739**

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1336-419-40-220-027-0- 452	**C.O., 2006-B&G-OTHER MAJOR-BLDG ADD&RENOV**	**(3,800.00)**
7-1336-491-01-000-301-0- 891	**TRANSFER OUT**	**3,800.00**
TO		
7-1301-391-01-000-336-0- 000	**TRANSFER IN**	**3,800.00**
8-1301-415-00-120-007-0- 739	**K-MART PROPERTY-OTHER STRUCTURES**	**3,800.00**
	TOTAL BUDGET INCREASE (DECREASE)	**3,800.00**

REASON: **INTERFUND TRANSFER TO COVER SOL TECHNOLIES CHANGE ORDER#1 C-07-345-11-06 $3,800.00**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-8514 **15.D.**

Claim of Gene Phagan
CC REGULAR

Date: 03/25/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Gene Phagan

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/20/2008 12:25 PM	APRV
2	Auditor's Office	Linda Fong	03/20/2008 03:56 PM	APRV
3	Purchasing Department		03/20/2008 04:15 PM	NEW

Form Started By: Norma Silva — Started On: 03/20/2008 09:19 AM

Final Approval Date: 03/20/2008

AI-8517 **15.E.**

Claim of Margarito Torres
CC REGULAR

Date: 03/25/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Margarito Torres

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/20/2008 12:25 PM	APRV
2	Auditor's Office	Linda Fong	03/20/2008 03:56 PM	APRV
3	Purchasing Department		03/20/2008 04:15 PM	NEW

Form Started By: Norma Silva — Started On: 03/20/2008 10:08 AM

Final Approval Date: 03/20/2008

AI-8515 **16.D.**

Claim of Gene Phagan
CC REGULAR

Date: 03/25/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Gene Phagan

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/20/2008 12:25 PM	APRV
2	Auditor's Office	Linda Fong	03/20/2008 03:56 PM	APRV
3	Purchasing Department		03/20/2008 04:15 PM	NEW

Form Started By: Norma Silva — Started On: 03/20/2008 09:20 AM

Final Approval Date: 03/20/2008

AI-8518 **16.E.**

Claim of Margarito Torres
CC REGULAR

Date: 03/25/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Margarito Torres

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	03/20/2008 12:35 PM	APRV
2	Auditor's Office	Linda Fong	03/20/2008 03:56 PM	APRV
3	Purchasing Department		03/20/2008 04:15 PM	NEW
Form Started By: Norma Silva			Started On: 03/20/2008 10:13 AM	
Final Approval Date: 03/20/2008				