AI-8854 **6.B.**

Indigent Health Care Program
CC REGULAR

Date: 04/22/2008
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

Indigent Health Care Program:
1. Approval to pay invoices submitted by UTMB at Galveston for health care services provided to the Indigent Health Care Program in the amount of $8,838.42.

2. Approval to pay invoices submitted by UTMB Facult Group Practice for health care services provided to the Indigent Health Care Program in the amount of $991.93.

3. Approval to pay invoices submitted by US Script Inc for pharmaceutical services provided to the Indigent Health Care Program in the amount of $649.39 .

4. Approval of 2008 interdepartmental transfer within the Indigent Health care Program (1249) from program no. 004 to program no. 003 in the amount of $10,479.74

BACKGROUND

PAYMENTS WILL BE DEDUCTED FROM 3RD QUARTER UPL DRAW DOWN

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-003-8-899
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of interdept. transfer in the amount of $10,479.74

FISCAL YEAR: 2008 **ACCT. #:** 8-1249-444-00-240-004-8-843
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Transfer from Program 004 to 003 in the amount of $10,479.74. Available balance as of 4/16/08 $6,477,874.41

Attachments

Link: Attestation UTMB at Galveston

Link: UTMB at Galveston report

Link: Attestation UTMB Faculty

Link: UTMB Faculty report

Link: Attestation US Script

Link: US Script report

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 09:37 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/16/2008 04:06 PM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 04:27 PM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 08:19 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV

Form Started By: Dairen Sarmiento Started On: 04/14/2008 10:21 AM

Final Approval Date: 04/17/2008

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on April 22, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office $8,838.42
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report $8,838.42
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Raven Sarmiento 4-14-08
Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

Hidalgo County Texas

Provider Payment Itemization

4/14/2008

Batch Record: BatchID=81 Updated 4/14/2008 10:07:04 AM by Dairen.Sarmiento Edit

Provider Payment Itemization
Explanation of Benefits for Batch # FY08-29B
4/22/2008

There are 7 total payments consisting of a total of 7 payment lines. The Billed total is $28,725.62; the Paid total is $8,838.42; the difference is $19,887.20. You may also view results in Client Itemization, Accounting Itemization, Health Care Services Record, or Excel®.

The following Providers have payments in this itemization:

1. UTMB AT GALVESTON (View Payment Itemization) (List Batch Payments)

PAYMENTID	MR#	PROVIDER	SERVICE START	BILLED	PAID	BATCH	STATUS
107527	014185	UTMB AT GALVESTON	5/29/2007	$480.00	$0.00	FY08-29B	paid
107526	902983	UTMB AT GALVESTON	5/29/2007	$1,626.00	$0.00	FY08-29B	paid
107522	393679	UTMB AT GALVESTON	4/3/2007	$919.00	$0.00	FY08-29B	paid
107519	393679	UTMB AT GALVESTON	5/3/2007	$297.00	$0.00	FY08-29B	paid
107517	90155A	UTMB AT GALVESTON	11/5/2007	$151.00	$0.00	FY08-29B	paid
107511	017193	UTMB AT GALVESTON	8/11/2007	$22,835.62	$7,992.47	FY08-29B	paid
107510	967098	UTMB AT GALVESTON	6/22/2007	$2,417.00	$845.95	FY08-29B	paid
					$8,838.42		

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on April 22, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office $991.93
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report $991.93
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Lauren Sarmiento 4-14-08

Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

Hidalgo County Texas

Provider Payment Itemization

VIEW
4/14/2008

Batch Record: BatchID=80 Updated 4/14/2008 10:06:26 AM by Dairen.Sarmiento

Edit

Provider Payment Itemization
Explanation of Benefits for Batch # FY08-29A
4/22/2008

There are 7 total payments consisting of a total of 12 payment lines. The Billed total is $5,707.93; the Paid total is $991.93; the difference is $4,716.00. You may also view results in Client Itemization, Accounting Itemization, Health Care Services Record, or Excel®.

The following Providers have payments in this itemization:

1. UTMB FACULTY GROUP PRACTI (View Payment Itemization) (List Batch Payments)

PAYMENTID	MR#	PROVIDER	PROGRAM	SERVICE START	BILLED	PAID	BATCH	STATUS
106932	014185	UTMB FACULTY GROUP PRACTI	Hidalgo CIHCP	7/27/2007	$95.00	$0.00	FY08-29A	paid
106930	967098	UTMB FACULTY GROUP PRACTI	Hidalgo CIHCP	8/3/2007	$3,225.00	$0.00	FY08-29A	paid
106928	967098	UTMB FACULTY GROUP PRACTI	Hidalgo CIHCP	8/3/2007	$1,200.00	$0.00	FY08-29A	paid
106926	017919	UTMB FACULTY GROUP PRACTI	Hidalgo CIHCP	10/25/2007	$70.00	$24.50	FY08-29A	paid
106924	596996	UTMB FACULTY GROUP PRACTI	Hidalgo CIHCP	10/31/2007	$70.00	$24.50	FY08-29A	paid
106921	393679	UTMB FACULTY GROUP PRACTI	Hidalgo CIHCP	4/3/2007	$105.00	$0.00	FY08-29A	paid
106919	004748	UTMB FACULTY GROUP PRACTI	Hidalgo CIHCP	8/30/2007	$942.93	$942.93	FY08-29A	paid
						$991.93		

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on April 22, 2008 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office $649.39
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report $649.39
from the Chassis software. The amount must agree with the total
on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Lauren Sarmiento 4-14-08
Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

Hidalgo County Texas

Provider Payment Itemization

4/14/2008

Batch Record: BatchID=82 Updated 4/14/2008 10:40:03 AM by Lourdes.Acevedo

Edit

Provider Payment Itemization
Explanation of Benefits for Batch # FY08-30C
4/22/2008

There are 15 total payments consisting of a total of 21 payment lines. The Billed total is $1,074.23; the Paid total is $649.39; the difference is $424.84. You may also view results in Client Itemization, Accounting Itemization, Health Care Services Record, or Excel®.

The following Providers have payments in this itemization:

1. U.S.SCRIPT INC. (View Payment Itemization) (List Batch Payments)

PAYMENTID	MR#	PROVIDER	SERVICE START	BILLED	PAID	BATCH	STATUS
108008	13467	U.S.SCRIPT INC.	9/10/2007	$27.95	$27.95	FY08-30C	paid
108006	013467	U.S.SCRIPT INC.	9/5/2007	$38.62	$38.62	FY08-30C	paid
107998	989442	U.S.SCRIPT INC.	9/4/2007	$71.74	$71.74	FY08-30C	paid
107996	924135	U.S.SCRIPT INC.	9/7/2007	$12.55	$12.55	FY08-30C	paid
107985	12861A	U.S.SCRIPT INC.	9/7/2007	$36.77	$36.77	FY08-30C	paid
107978	646699	U.S.SCRIPT INC.	8/17/2007	$424.84	$0.00	FY08-30C	paid
107975	017696	U.S.SCRIPT INC.	9/11/2007	$0.45	$0.45	FY08-30C	paid
107973	085364	U.S.SCRIPT INC.	9/14/2007	$11.68	$11.68	FY08-30C	paid
107971	17356D	U.S.SCRIPT INC.	9/12/2007	$5.93	$5.93	FY08-30C	paid
107964	04146A	U.S.SCRIPT INC.	9/10/2007	$100.99	$100.99	FY08-30C	paid
107962	04380C	U.S.SCRIPT INC.	9/10/2007	$3.79	$3.79	FY08-30C	paid
107959	263135	U.S.SCRIPT INC.	9/10/2007	$110.34	$110.34	FY08-30C	paid
107956	013939	U.S.SCRIPT INC.	9/4/2007	$20.73	$20.73	FY08-30C	paid
107953	001725	U.S.SCRIPT INC.	9/7/2007	$36.42	$36.42	FY08-30C	paid
102410	273518	U.S.SCRIPT INC.	9/1/2007	$171.43	$171.43	FY08-30C	paid
					$649.39		

DATE: April 16, 2008

AI#8854

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Indigent Health Care Program

ACCOUNT NUMBER: 8-1249-444-00-240-00X-8- XXX

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		
8-1249-444-00-240-004-8- 843	UPL FY 2007-2008- AID TO NONGOVT AGENCY	(10,479.74)
TO		
8-1249-444-00-240-003-8- 899	INDIGENT FY 2007-2008- CONTINGENCY	10,479.74
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer needed to fund the following pending Invoices:

1. UTMB at Galveston in the amount of $8,838.42
2. UTMB Faculty Group Practice in the amount of $991.93
3. US Script, in the amount of $649.39

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-8909 **7.A.**

Approval of 2008 Rural Emergency Services Contract
CC REGULAR

Date: 04/22/2008
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:
1.) City of Donna

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-422-20-300-004-0-841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 04/17/08 $47,515.00.

Attachments

Link: Donna.2008 Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/16/2008 03:51 PM	APRV
2	Erika Reyna	Erika Reyna	04/17/2008 01:07 PM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 01:09 PM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 01:41 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 01:51 PM	APRV

Form Started By: Yolanda Orozco Started On: 04/16/2008 03:05 PM

Final Approval Date: 04/17/2008

State of Texas

County of Hidalgo

FIRE MARSHAL'S OFFICE
APR 9 2008
HIDALGO COUNTY

RURAL EMERGENCY SERVICES CONTRACT

THIS CONTRACT made on the 1st day of April, 2008, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called County, and the City of Donna, 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 Jan., 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.~~ JV

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. **(On scene-only the Fire Chief or Incident Commander of the Primary City shall request the need for mutual aid. From station - 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. Other - an Hidalgo County Fire Marshal may request mutual aid at anytime whether or not on scene.) NO OTHER AGENCIES 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: _____

_____

_____, Texas _____

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 Donna

4-04-08
Date:

Ricardo P. Morales
By:

ATTEST:

Martha Alvarado
City Secretary

COUTY OF HIDALGO

Date:

J. D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

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: _____

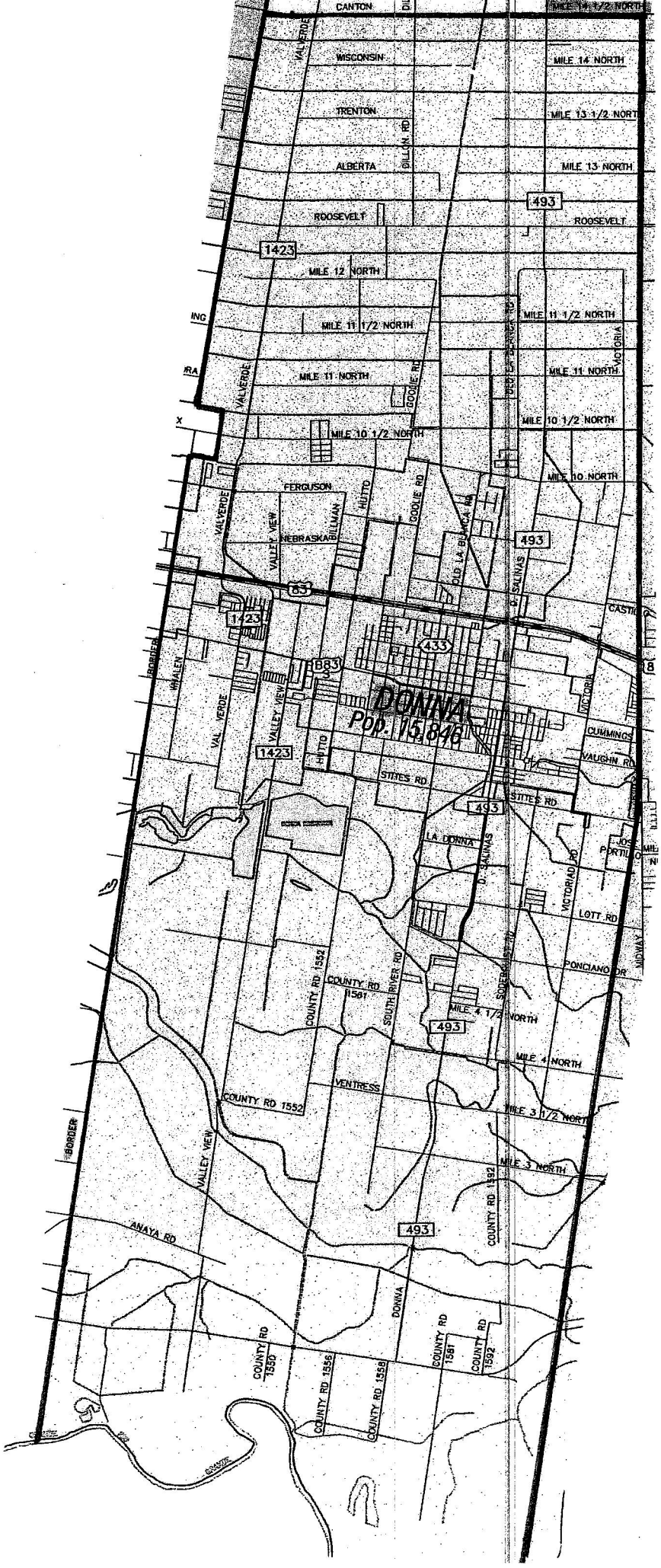
COMMENTS:

_____
_____
_____
_____
_____
_____

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


CANTON
WISCONSIN
TRENTON
ALBERTA
ROOSEVELT
MILE 14 NORTH
MILE 13 1/2 NORTH
MILE 13 NORTH
MILE 12 NORTH
MILE 11 1/2 NORTH
MILE 11 NORTH
MILE 10 1/2 NORTH
MILE 10 NORTH
FERGUSON
NEBRASKA
DONNA
Pop. 15,846
LA DONNA
SITES RD
LOTT RD
PONCIANO DR
VENTRESS
ANAYA RD
VALVERDE
VALLEY VIEW
BORDER
HUTTO
GOODE RD
DILLON RD
OLD LA BLANCA RD
S. SALINAS
VICTORIA
CUMMINGS
VAUGHN RD
VICTORIA RD
MIDWAY
SOUTH RIVER RD
COUNTY RD 1552
COUNTY RD 1561
COUNTY RD 1592
COUNTY RD 1558
COUNTY RD 1556
COUNTY RD 1560
493
1423
83
883
433
MILE 4 1/2 NORTH
MILE 4 NORTH
MILE 3 1/2 NORTH
MILE 3 NORTH

AI-8855 **8.A.**

Approval to Pay Texas Accessibilty Invoice as a claim
CC CONSENT

Date: 04/22/2008
Submitted By: Alma Ybarra, GEN. GOVT. BLDGS.
Department: GEN. GOVT. BLDGS.

Information

CAPTION

Requesting approval to pay pending invoice, TAS 2006 I-0051, from Texas Accessibility Specialists (Vendor # 351423) as a claim, in the amount of $44.35. Expense incurred due to required inspection of the new Administration Building.

BACKGROUND

No PO was created for this service on the "K-mart building" (a.k.a New Administration Building) as per Daniel Flores).

Fiscal Impact

FISCAL YEAR: ACCT. #: 7-1301-415-00-120-007-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available balance is $192,204.22 as of 4/16/08.

Attachments

Link: state inspections

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 09:39 AM	APRV
2	Dale Kennan	Dale Kennan	04/16/2008 10:08 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 01:32 PM	APRV
4	Martha Salazar		04/18/2008 05:37 PM	NEW

Form Started By: Alma Ybarra Started On: 04/14/2008 10:29 AM

Final Approval Date: 04/18/2008

TEXAS ACCESSIBILITY SPECIALISTS

TAS 2006 I-0051

INVOICE

DATE: 7 April 2008

FAX TO

NAME: Mr. Daniel Flores
Hidalgo County, Texas
3100 S. Bus 218
Edinburg, Texas 78539

FAX FROM

NAME: Jessica Piazza Edwards
COMPANY: TEXAS ACCESSIBILITY SPECIALISTS JE
PHONE: 512/699-8879
FAX: 877/918-8037

TOTAL NUMBER OF PAGES (INCLUDING COVER): 1

Site Inspection Expenses for:

Renovation, Hidalgo County Building
EABPRJA6815645
28025 Highway Business 281, Edinburg, Texas 78539

Total Expenses (Transportation, Food, and Lodgings)	$ 887.04
YOUR TOTAL DUE	**$ 44.35**

- Please pay **YOUR TOTAL DUE**.
- All fees must be paid prior to the issue of the Site Inspection Report.
- The Site Inspection Report will follow within 2 weeks after the above fees are received.

We appreciate your business. Please make checks payable to Texas Accessibility Specialists for **YOUR TOTAL DUE** of **$44.35** and mail to 101 North Van Buren, Enid, Oklahoma 73703. This invoice is valid for thirty (30) days from the above date. Fees are non-refundable.

If you have any questions or need any additional information, please call 512/699-8879 or visit our website at www.TASpecialists.com. Thank you.

AI-8934 **9.A.**

claim - Master Court 2
CC REGULAR

Date: 04/22/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation for discussion, consideration and approval of claim from Sign Language Interpreters, LLC dba A-Sign Language Company in the amount of $220.00 (invoice #12888) for services rendered on 8/16/07 to Master Court #2 with authority for County Auditor to issue payment after processing procedures are completed

BACKGROUND

Inv# 12888

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-412-00-032-001-0-831
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 4/17/08 $1,000.00

Attachments

Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/17/2008 10:07 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/17/2008 01:35 PM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 04:52 PM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 05:27 PM	APRV
5	Court Administrator (Originator)	Monica Badillo	04/18/2008 08:09 AM	APRV

Form Started By: Monica Badillo Started On: 04/16/2008 05:16 PM

Final Approval Date: 04/18/2008

Requisition # 00130295
Code: 831

Sign Language Interpreters, LLC Vendor#

d/b/a A Sign Language Company
2708-C N. 10th Street, Ste. 266
McAllen, TX 78501

Invoice

Invoice #: 12888
Invoice Date: 8/31/2007
Due Date: 8/31/2007
Project:
P.O. Number:

Bill To:

County Court at law #2
100 N.Closner
3rd floor
Edinburg, Texas 78539

PAST DUE

Description	Hours/Qty	Rate	Amount
Interpreting Services performed by John Cantergiani -- RID Certified - on 8/16/07 for Arturo Trevino Less than 5 day notice	1	220.00	220.00

3270.8

For questions or concerns, please call Fernando (956) 668-8233

Total	$220.00
Payments/Credits	$0.00
Balance Due	$220.00

A SIGN LANGUAGE COMPANY
2708-C N. 10th ST. – P.M.B. #266
MCALLEN, TX 78501
office (956) 668-8233 / fax (956) 668-8465
email: aslcom@aol.com

MASTER Court #2

COLLECTION LETTER

Dear County Court at Law #2
Judge Maria S. Leos,

PAST DUE

March 13, 2008

Please note that on your account, there are one or more invoices currently past the 30-day due date from the date of service. So far we have not received any payments from you. Therefore, we must insist on immediate payment. Our Accounting Department is extending 15 days from the date of this letter to pay the outstanding invoices. At that time, all invoices still outstanding will accrue a 1.5% late fee for every 30 days past the due date specified on the relative invoice. If payment is not received within 45 days of this letter, all balances past the 90 days will be turned over to a collection agency. These invoices are itemized below for your convenience. Please remit the past due balance of **$220.00** as soon as you are able. If you have already paid these invoices or have questions regarding your account, please contact Matt Croeser at 956-668-8233. Please keep in mind that all invoices on your account carry 30-day terms unless otherwise specified.

Invoice Number	Service Date	Amount Due	Total
Inv. 12888	08/31/2007	$220.00	**$220.00**

We appreciate your efforts in bringing the account current. Thank you for your prompt attention to this matter.

Sincerely,

Rudy J Cordoba
ASL Collections

letter sent to CC #2 then hand-delivered to MC #2

Alma Vargas 3.27.08

A Sign Language Company

INTERPRETER SERVICE LOG

Date: 2.16.07

Location: Hidalgo County Courthouse
County Master Court #2

City: Edinburg State: TX

Consumer: Arturo Treviño F-4616-06-E

On Site Contact: Alice

Start Time: 10:00 End Time: 10:15

Total Interpreting Time: 2.0
(2- hour minimum)

Total Travel Time: .25

Total Regular Hours: — Total Overtime Hours: — Total ER Hours: 2.25

We certify the above information is true and correct to the best of our knowledge

[signature]
Consumer

[signature]
Business Representative

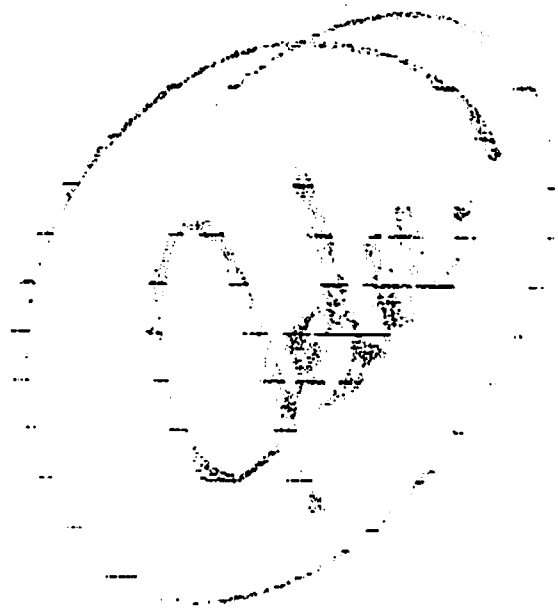
[signature]
Interpreter

R.I.D C/ and C/T

Texas Courts Certified: DARS/DHHS/BEI

4:12 PM
8/15/07

ARTURO ~~TORRES~~ TREVINO



Name Profile	
Name	**ARTURO TORRES**
Show As	**TORRES, ARTURO**
Groups	**Client**
Settings	**Show, Public**
Taken By	**RUDY**
Appointment Date	**08/16/07**
Services Needed	**ASL INTERP**
Scheduled Time	**10:00 AM**
Date Requested	**08/15/07**
Call Taken At	**9:15 AM**
Requested By	**ALICE VASQUEZ**
Company	**HIDALGO COUNTY COURTHOUSE**
Address	**100 N. CLOSNER**
City / State / Zip	**EDINBURG, TX 78539**
Company Phone Number	**956-318-2452**
Contact Person	**ALICE VASQUEZ**
Additional Info	**JUDGE MARIA SOCORRO LEOS / GO TO MASTER COURT #2**
Billing Information	**HIDALGO COUNTY**
Approved By	**ALICE VASQUEZ**
Bill Code / Rate	**REG / $65.00**
2-Hr Min Plus Travel	**YES**
Portal-To-Portal	**NO**
Appt. Description	**HEARING / CHILD SUPPORT CASE / CASE# F-4616-06-E**
Contract	**NO**

AI-8902 **10.A.**

Cell Phone Request Form
CC REGULAR

Date: 04/22/2008
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: IT Department

Information

CAPTION

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

Department Name:	Name of Employee:	Basic Rate Plan:	Total Per Month:
Right-of-Way	Ricardo Deanda	BE 1000	$55.00
Right-of-Way	Roberto Villarreal	BE 1000	$55.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-260-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 04/16/2008 $2,411.27

Attachments

Link: Cell Phone Request Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/16/2008 03:31 PM	APRV
2	Andres Castro	Andres Castro	04/16/2008 04:49 PM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 08:45 AM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 11:31 AM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 01:51 PM	APRV
Form Started By: Griselda Salazar			Started On: 04/16/2008 02:38 PM	

Final Approval Date: 04/17/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

X Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☐ Other_____

(2) Requesting employee/position: RICARDO DEANDA- RIGHT OF WAY AGENT

Employee ID #:143901 Office: ROW DEPT. **Budget Acct. #:**8-1200-431-00-260-001-0-532

(3) Type of duties:

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

(4) Describe how cell phone will be used: EMPLOYEE'S PRIMARY USE WILL BE TO SPEAK TO PROPTERTY OWNERS ON ACQUISITION PROJECTS AND TO RESPOND TO EMERGENCY CALLS BY THE PRECINCT OFFICES ON ROAD RIGHT OF WAY ISSUES.

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

Sprint	☐ Other	☐ BE0	X BE1000	☐ Data Card
Plan Cost	$_____	$	$55.00	$149.99

(6) Will phone be used outside of the County of Hidalgo NO. If yes indicate where and how frequently

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

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

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

Department Head / Elected Official

Signature	Print Name	Date Signed
Josepena	Jose N. Pena	4/15/08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

X Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☐ Other_____

(2) Requesting employee/position: ROBERTO VILLARREAL- RIGHT OF WAY AGENT

Employee ID #:121762 Office: ROW DEPT. **Budget Acct. #**:8-1200-431-00-260-001-0-532

(3) Type of duties:

X Offsite duties X On-call duties ☐Law Enforcement X Emergency Response
☐Other._____

(4) Describe how cell phone will be used: EMPLOYEE'S PRIMARY USE WILL BE TO SPEAK TO PROPTERTY OWNERS ON ACQUISITION PROJECTS AND TO RESPOND TO EMERGENCY CALLS BY THE PRECINCT OFFICES ON ROAD RIGHT OF WAY ISSUES.

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

Sprint	☐ Other	☐ BE0	X BE1000	☐ Data Card
Plan Cost	$____	$	$55.00	$149.98

(6) Will phone be used outside of the County of Hidalgo NO. If yes indicate where and how frequently

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

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

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

Department Head / Elected Official

Signature	Print Name	Date Signed
	Jose N. Pena	4/15/08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-8879 **11.A.**

Amendment - Street Imp. - Pct. 4
CC REGULAR

Date: 04/22/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Hold Public Hearing to consider public comments on a proposed budget and program amendment for Pct. #4 utilizing Urban County funds from Program Year 19 (2006). The amendment will decrease the Street Improvements line item and increase the Water/Sewer Improvements line item.

2. Consideration and Approval of an amendment to the Urban County Pct. #4 Year 19 (2006) CDBG workplan to decrease the Street Improvements line item and increase the Water/Sewer Improvements line item to include additional funds for a new project.

BACKGROUND

Hidalgo County Precinct No. 4 is requesting approval of the Budget / Program Amendment for Program Year 19 (2006). The new project will include the installation of waterlines and related appurtenances to Lane Subdivision #1 , Lane Subdivision #2 and any applicable subdivisions located within the Precinct No. 4 boundaries. A public hearing was held on April 22, 2008 at 9:30 a.m. and citizen participation requirements have been met.
See attached detailed amendment.

Fiscal Impact

Attachments

Link: Street Imp. amend.
Link: pct. 4 letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/16/2008 08:56 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/16/2008 09:51 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 12:10 PM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:26 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:18 AM	APRV

Form Started By: Estella Webber — Started On: 04/15/2008 03:04 PM

Final Approval Date: 04/17/2008

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO 4
URBAN COUNTY PROGRAM

Published On: April 18, 2008

PROGRAM AND BUDGET AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **Precinct No. 4** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendments to its Urban County Program, **Year 19 (2006).**

The Public Hearing will be held on , **Tuesday, April 22, 2008** at **9:30 A.M**. at the **Hidalgo County Commissioner's Court Room located at 100 E. Cano, First Floor, Edinburg, Texas 78539**.

Existing	Year 19 (2006) Activities	Proposed
$ 34,205.00	Water/Sewer Improvements (+125,000.00)	$159,205.00
$ 38,000.00	Water/Sewer Improvements (Colonia)	$ 38,000.00
$331,586.94	Street Improvements (-125,000.00)	$206,586.94
$ 9,290.00	Public Services (General)	$ 9,290.00
$ 30,942.40	Youth Services	$ 30,942.40
$ 34,980.20	Abused & Neglected Children	$ 34,980.20
$ 1,207.46	General Administration	$ 1,207.46
$480,212.00	**Total**	**$480,212.00**

The proposed amendment will **DECREASE** the Street Improvements line item and **INCREASE** the Water/Sewer Improvements line item for the additional funding to include a new project; for the installation of water lines to Lane Subdivision #1 and Lane Subdivision #2 located within the Precinct No. 4 boundaries.

Accommodations for individuals with handicaps shall be provided upon request.

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

For more information, please come by our office at **1916 Tesoro Blvd., Pharr Texas 78577** or call **(956) 787-8127.** Written comments may be forwarded to:

Commissioner: Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1102 N. Doolittle Road,
Edinburg, Texas 78539
(956)-383-3112

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

TO: *Mrs. Lupita V. Garcia, Coordinator*
Hidalgo Urban County Program

FROM: *Gloria Ann Beltran, Executive Assistant*
Hidalgo County Precinct #4 GAB

DATE: *April 15, 2008*

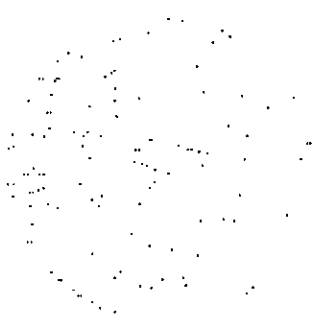
RE: *Urban County Program* ***Year 19***
Budget and Program Amendment

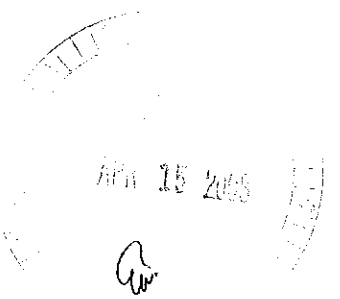
Hidalgo County Precinct 4 is requesting a budget and program amendment to its Urban County Program ***Year 19*** *funds by* ***decreasing*** *the "Street Improvements" line item by $125,000.00 to* ***increase*** *the "Water/Sewer Improvements" line item by the same amount.*

The project will consist of the installation of an 8" water line and 8 water hydrants including but not limited to, construction, advertising fee and boring. The job site, Lane Subdivision #1 and Lane Subdivision #2, is located within Precinct 4 boundaries.

This undertaking will provide individual potable water service to approximately seventy home sites which are currently being serviced by only one meter.

Feel free to contact me should you require additional information or have any questions.





AI-8914 **11.B.**

Amendment - Const. contract - Pct. # 2
CC REGULAR

Date: 04/22/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program for Hidalgo County Precinct 2 is requesting approval to amend the United Contracting, Inc. construction contract as approved on April 01, 2008 by Hidalgo County Commissioners' Court. The amendment will reflect Sanchez United Contracting, Inc. as recommended by legal counsel and as registered by the State Comptroller. (Project RFB #5007-92-0306-5000-9200-ML located in Pct. #2)

BACKGROUND

United Contracting, Inc. was awarded a construction contract on April 1, 2008 for Construction of Sanitary Sewer, Water & Drainage Items for South Tower Park Project in Precinct 2. The name of the company is registered through the State Comptroller's Office as Sanchez United Contracting, Inc., therefore the amendment will reflect Sanchez United Contracting, Inc.

Contractor: Sanchez United Contracting, Inc.
Contract Amount: $223,399.50

Fiscal Impact

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

BUDGETARY IMPACT:

Contract amount is $223,399.50 to come from Urban Co. funds.

Attachments

Link: amendment - contract
Link: CC 04/01/08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/17/2008 09:55 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/17/2008 01:17 PM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 04:54 PM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 05:30 PM	APRV

5	Court Administrator	Monica Badillo	04/18/2008 08:09 AM	APRV
Form Started By: Estella Webber			Started On: 04/16/2008 04:10 PM	
Final Approval Date: 04/18/2008				

CONSTRUCTION CONTRACT

This Agreement, entered into this__ day of _____ 20__ by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **Hidalgo County Precinct No. 2** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **Sanchez United Contracting, Inc.** (a corporation) of Mission, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Parks, Recreational Facilities – South Tower Park**
PROJECT #:	**5007-92-0306-5000-9200-ML**
PROJECT DESCRIPTION:	**"Hidalgo County Precinct 2 – Construction of Sanitary Sewer, Water and Drainage Items for South Tower Park Project "**

hereinafter called the project, for the sum of **($223,399.50) Two-hundred twenty-three thousand, three-hundred ninety-nine dollars and Fifty cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the–plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **R. Gutierrez Engineering Corporation** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **75** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 50.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: Sanchez United Contracting, Inc.

Address: 4616 North Conway
Mission, Texas 78573

Fed. I.D. #/S.S: **74-2839076**

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

_____

URBAN COUNTY PROGRAM

_____
Diana R. Serna
Urban County Director

Street Improvements (Uresti & Sunflower Roads) project in Precinct No. 4.

3. Authority to negotiate a professional engineering services contract with the No. 1 ranked firm _____ for the provision of engineering services for a Precinct No. 4 Street Improvements project.

F. AI-8627 The Urban County Program for Hidalgo County Precinct 2 is requesting authority to award and enter into a construction contract with United Contracting, Inc. (lowest bidder meeting all specifications and/or requirements) for the Construction of Sanitary Sewer, Water and Drainage Items for South Tower Park Project (RFB: 5007-92-0306-5000-9200-ML) located in the Precinct 2 area in the amount of $223,399.50 utilizing Precinct 2 Parks & Recreation funds and Precinct 2 UCP Year 20 (2007) Park, Recreational Facilities funds.

13. **Constable Pct. #1- Celestino Avila:**

A. AI-8556 Requesting approval to appropriate funds for the 2008 LEOSE funds (fund 1220) received from the Texas Comptroller of Public Accounts in the amount of $1,246.10 and 2007 LEOSE interest earned in the amount of $96.21, respectively, for a total of $1,342.31.

14. **Constable Pct. #3 - Larry Gallardo:**

A. AI-8548 Requesting approval to pay pending invoice to renew membership dues for the Justice of the Peace and Constables Association for Constable Lazaro Gallardo, Jr., Deputy Constables, and clerks in the total amount of $585.00.

15. **Office of the County Judge:**

A. AI-8565 Approval of Proclamation to Proclaim April 2007 to be Child Abuse Awareness Month in Hidalgo County. Lupe Silva-Abaud April 3rd Candlelight Vigil w/in (CASA)

B. AI-8629 Approval of proclamation recognizing May 1, 2008 as National Day of Prayer -

C. AI-8635 Approval of resolution for the placement of the Tejano Monument. - Tony Espinoza - Kino Flores - Raymond de la Garza

D. AI-8634 Proclamation honoring fallen soldier Jose Abraham Rubio. Capital grounds next wk.

16. **Head Start Program - Teresa Flores:**

A. AI-8608 Report on LAP-D Mid Year

B. AI-8612 Discussion/Approval to Advertise and Approval of Qualifications, Requirements and Scope of Services for the Following:
1. Medical and Dental Providers
2. Mental Health Providers
3. Special Services Providers

C. AI-8611 Presentation of Nutrition Program Contest Winners

D. AI-8610 Discussion/Approval of Financial Report: February 2008

17. **WIC - Norma Longoria:**

AI-8884 **12.A.**

Allied Waste North America, Inc.
CC REGULAR

Date: 04/22/2008
Submitted By: Roxanne De La Garza, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

Adoption of an order with respect to Allied Waste North America, Inc. and its subsidiaries or affiliates project approving the issuance of revenue bonds by the Mission Economic Development Authority and approving a joint public hearing.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No Fiscal Impact to Hidalgo County.

Attachments

Link: Cert and Order
Link: Staff Report
Link: Fax Cover
Link: Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/16/2008 09:03 AM	APRV
2	Erika Reyna	Erika Reyna	04/16/2008 03:47 PM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 04:34 PM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 08:24 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:19 AM	APRV

Form Started By: Roxanne De La Garza
Started On: 04/15/2008 04:37 PM
Final Approval Date: 04/17/2008

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

We, the undersigned officers of the Commissioners Court of Hidalgo County, Texas, hereby certify as follows:

1. The Commissioners Court of Hidalgo County, Texas, convened in regular meeting on _____, 2008, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

J.D. Salinas	County Judge
Sylvia S. Handy	Commissioner
Hector 'Tito' Palacios	Commissioner
Joe M. Flores	Commissioner
Oscar L. Garza, Jr.	Commissioner

and all of said persons were present except for _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER WITH RESPECT TO ALLIED WASTE NORTH AMERICA, INC. PROJECT

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: ___;

NOES: ___;

ABSTENTIONS: ____ .

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED this _____, 2008.

_____
County Clerk

(SEAL)

ORDER WITH RESPECT TO

ALLIED WASTE NORTH AMERICA, INC.

PROJECT

WHEREAS, ALLIED WASTE NORTH AMERICA, INC. and its subsidiaries or affiliates (collectively, the "Company") own and operate various solid waste disposal facilities throughout the state of Texas; and

WHEREAS, the Company desires to make certain improvements to such solid waste disposal facilities throughout the state of Texas (the "Project") as more fully described in **Exhibit A** and **Exhibit B**, a portion of which is located in this County (the "Local Portion"); and

WHEREAS, in order to achieve the economies of scale in financing the Project, the Company has requested Mission Economic Development Corporation (the "Issuer") to issue industrial revenue bonds to finance the Project, including portions located outside the boundaries of the Issuer's sponsoring governmental unit, subject to certain requests, hearings and approvals from other governmental units in which the Project is located; Now, Therefore,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS:

Section 1. Third Party Financing. In order that the Local Portion of the Project may be financed as a part of the entire Project through the Issuer's industrial revenue bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such bonds in one or more series to finance the Local Portion of the Project over the next thirty-six months (the "Plan of Finance"). This request is intended to satisfy the requirements of Section 23(a)(1) of the Development Corporation Act of 1979, Article 5190.6, Vernon's Texas Civil Statutes.

Section 2. Public Hearing and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Internal Revenue Code of 1986, as amended, a public hearing has been held in the County, by Jon Deicla, the duly appointed hearing officer of the Issuer, in which hearing members of the public were permitted to express their views with respect to the Local Portion of the Project and the Issuer's issuance of the Bonds for such purpose. Notice of such hearing was published no less than 14 days prior to such hearing in a newspaper of general circulation in the County, and an affidavit of the publication of such notice is attached hereto as **Exhibit C**. Based solely upon the results of such hearing, and solely for purposes of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended, the Plan of Finance, the Bonds and the facilities to be financed by the Plan of Finance in the County, all as described in the published notice of public hearing attached hereto as **Exhibit C**, are approved.

SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE LOCAL PORTION OF THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE INDUSTRIAL REVENUE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE LOCAL PORTION OF THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF INDUSTRIAL REVENUE BONDS ISSUED FOR THE LOCAL SHARE OF THE PROJECT

OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE LOCAL SHARE OF THE PROJECT.

ADJUDGED, ADOPTED AND DECREED this ____ day of _____, 2008.

By:_____ By:_____
County Judge County Clerk

[COUNTY SEAL]

EXHIBIT "A"

ALLIED WASTE NORTH AMERICA, INC. AND AFFILIATES

Project Description

The Project will be financed as part of an ongoing plan of financing and will be owned and operated by Allied Waste North America, Inc. and its affiliates (collectively, the "Company"). The Project consists of financing (a) improvements to existing landfill facilities, including (i) construction of new disposal cells and liners within currently permitted acreage, (ii) additions and improvements to the leachate collection and treatment system, including leachate trenching, (iii) additions and improvements to the methane gas system, (iv) installation of new liners for intermittent and final closure of completed sections of the landfill facilities, (v) site improvements, (vi) acquisition of equipment to be used at the landfill facilities, (vii) acquisition of other equipment and assets necessary to support the foregoing improvements and to place them in to service, and (b) existing collection (hauling) and transfer station facilities, including (i) acquisition of solid waste disposal trucks and support vehicles, (ii) acquisition of solid waste disposal containers and related equipment, (iii) acquisition of solid waste disposal sorting and processing equipment, , (iv) site improvements, and (vi) acquisition of other equipment and assets necessary to support the foregoing improvements and place them in to service. The Project locations are at existing facilities outlined on the attached Exhibit "B" – Project Locations.

EXHIBIT "B"

ALLIED WASTE NORTH AMERICA, INC. PROJECT

PROJECT LOCATIONS

BU#	Business Unit Name	Facility Type	Address	City	County	State	Zip	3 Year "Not to Exceed" Amount
L60	Tessman Road Landfill	Landfill	7790 Tessman Road	San Antonio	Bexar	TX	78222	18,063,194
863	Allied Waste Services of Rio Grande Valley	Collection	9402 West Expressway 83	Harlingen	Cameron	TX	78521	7,989,075
L55	Gulf West Landfill	Landfill	2601 South Jenkins Road	Anahuac	Chambers	TX	77514	5,430,633
077	Royal Oaks Landfill	Landfill	440 Heath Lane	Jacksonville	Cherokee	TX	75766	4,858,896
079	Allied Waste Services of Plano	Collection	4200 East 14th Street	Plano	Collin	TX	75074	8,509,194
790	Allied Waste Services of Justin	Collection	16300 South Highway 156	Justin	Denton	TX	76234	182,355
L49	Lewisville Landfill	Landfill	801 East College Street	Lewisville	Denton	TX	76234	12,100,880
525	Camelot Landfill	Landfill	580 Huffines Boulevard	Lewisville	Denton	TX	76234	421,365
L52	Blue Ridge Landfill	Landfill	2200 FM 521	Fresno	Fort Bend	TX	77545	20,300,748
L54	Galveston County Landfill	Landfill	3935 Avenue A	Alta Loma	Galveston	TX	77510	10,297,162
498	Houston Container Maintenance	Collection	5757 Oates Road, Suite A	Houston	Harris	TX	77085	2,108,705
L56	Whispering Pines Landfill	Landfill	8101 Little York Road	Houston	Harris	TX	77085	13,523,317
L53	McCarty Road LF	Landfill	5757 Oates Road, Suite A	Houston	Harris	TX	77085	7,249,446
853	Allied Waste Services of West Houston	Collection	13630 Fondren Road	Houston	Harris	TX	77085	2,655,885
855	Allied Waste Houston Services	Collection	5301 Brookglen Drive	Houston	Harris	TX	77085	885,517
L64	Rio Grande Valley Landfill	Landfill	FM 493 Mile 12 Road East	Donna	Hildago	TX	78537	6,232,427
L51	Itasca Landfill	Landfill	2559 FM 66	Itasca	Hill	TX	76055	22,702,900
071	Allied Waste Services of Itasca	Collection	2559 FM 66	Itasca	Hill	TX	76055	982,283
L62	Golden Triangle Landfill	Landfill	6433 La Belle Road	Beaumont	Jefferson	TX	77705	4,099,232
862	Allied Waste Services of Beaumont	Collection	6425 Highway 347	Beaumont	Jefferson	TX	77705	369,127
L61	Kerrville Landfill	Landfill	3315 Loop 534	Kerrville	Kerr	TX	78028	6,395,371
069	Allied Waste Services of Corsicana	Collection	2501 South Business 45	Corsicana	Navarro	TX	75110	1,715,331
847	Allied Waste Services of Corpus Christi	Collection	4414 Agnes Street	Corpus Christi	Nueces	TX	78405	5,189,702
F74	El Centro Landfill	Landfill	3189 County Road 69	Robstown	Nueces	TX	78405	4,713,477
L63	Southwest Landfill	Landfill	20700 Helium Road	Canyon	Randall	TX	79015	4,650,950
075	Greenwood Farms Landfill	Landfill	12920 FM 2767	Tyler	Smith	TX	75708	4,117,634
538	Allied Waste Services of Fort Worth	Collection	6100 Elliott Reeder Road	Fort Worth	Tarrant	TX	76117	9,788,519
F72	Fort Worth Southeast Landfill	Landfill	6900 Dick Price Road	Kennedale	Tarrant	TX	76117	2,319,096
058	Allied Waste Services of Abilene	Collection	5001 Pine Street	Abilene	Taylor	TX	79601	1,294,501
								189,146,922

Exhibit C

Affidavit of Publication

Attached

COMMISSIONERS COURT COMMUNICATION

Reference Number: _____
Page 1 of _____
Date: _____

AGENDA ITEM:	**ADOPTION OF AN ORDER WITH RESPECT TO ALLIED WASTE NORTH AMERICA, INC. AND ITS SUBSIDIARIES OR AFFILIATES PROJECT APPROVING THE ISSUANCE OF REVENUE BONDS BY THE MISSION ECONOMIC DEVELOPMENT CORPORATION AND APPROVING A JOINT PUBLIC HEARING**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the "Order with Respect to ALLIED WASTE NORTH AMERICA, INC. and its subsidiaries or affiliates Project" which authorizes the County Judge to execute a certificate approving the local portion of the tax-exempt industrial bond financing for ALLIED WASTE NORTH AMERICA, INC. and its subsidiaries or affiliates projects through the Mission Economic Development Corporation, designates a hearing officer for the public hearing and authorizes the County Judge to execute a certificate approving the public hearing.

BACKGROUND

ALLIED WASTE NORTH AMERICA, INC. and its subsidiaries or affiliates is seeking tax-exempt bond financing for certain infrastructure and capital improvements to their solid waste collection and disposal operations in 19 Texas counties, including one facility in Hidalgo County. The Project totals approximately $189.0 million over the next few years of which $6,232,427 is for operations in Hidalgo County. The local portion of the Project consists of financing (a) improvements to an existing landfill facility, including (i) construction of new disposal cells and liners within currently permitted acreage, (ii) additions and improvements to the leachate collection and treatment system, including leachate trenching, (iii) additions and improvements to the methane gas system, (iv) installation of new liners for intermittent and final closure of completed sections of the landfill facilities, (v) site improvements, (vi) acquisition of equipment to be used at the landfill facilities, and (vii) acquisition of other equipment and assets necessary to support the foregoing improvements and to place them in to service.

In order for the bonds to qualify as tax-exempt, certain federal and state tax law requirements must be met, including having a governmental entity/agency issue such bonds for the benefit of the Company. Therefore, the Company has requested the Mission Economic Development Corporation ("MEDC") in Mission, Texas to serve as the governmental issuer of these bonds. The bonds will be used to finance various facilities located throughout Texas and it is necessary to obtain consent from each county where each of the facilities to be financed will be located. Additionally, a public hearing notice will be published in each jurisdiction and held to satisfy federal tax law requirements.

FISCAL IMPACT

Approval of this Order in no way imposes any payment or obligation on Hidalgo County in connection with the financing.

DISPOSITION BY COMMISSIONERS COURT

☐ APPROVED ☐ OTHER (Describe) _____

SUBMITTED BY: _____ PREPARED BY: _____

THE MONITOR

LEGAL & PUBLIC NOTICES DEPARTMENT
FACSIMILE TRANSMITTAL SHEET

TO: Melissa Eason	FROM: **ELIZABETH FLORES**
COMPANY: Dinsmore & Elkins	DATE: 4/2/08
FAX NUMBER: 713-615-5640	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER: 713-758-3892	SENDER'S PHONE NUMBER: **(956) 683-4183**
RE: Affidavit	SENDER'S FAX NUMBER: **(956) 683-4105**

☐ URGENT ■ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Melissa, I've put the original in the Fed Ex p.u. Here's the copy, I wasn't able to email it.

Have a Super day!

E. Flores

#10025397 - Vinson & Elkins - 90385435

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

MARY ZAVALA, being duly sworn on his/her oath states that he/she is a Sales Representative of THE MONITOR and that the attached notice appeared in the following issues:

April 1, 2008

Mary Zavala

Subscribed and sworn to before me this the 2nd day of April A.D. 2008

Notary Public, Hidalgo County

ELIZABETH D. FLORES NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-29-2009

NOTICE OF PUBLIC HEARING

MISSION ECONOMIC DEVELOPMENT CORPORATION
SOLID WASTE DISPOSAL REVENUE BONDS
(ALLIED WASTE PROJECT)

Notice is hereby given of a public hearing to be held on behalf of the Counties of Hidalgo and Cameron, Texas on April 15, 2008 at 9:00 a.m., in the Commissioners Courtroom at the Hidalgo County Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas 78539 with respect to a plan of finance including one or more series of bonds (the "Bonds") to be issued in an aggregate principal amount not to exceed $189,000,000 by the Mission Economic Development Corporation (the "MEDC"). The proceeds of the Bonds will be loaned to Allied Waste Industries, Inc., a Delaware corporation, Allied Waste North America, Inc., a Delaware corporation, or a subsidiary or affiliate thereof (collectively, the "Borrower"), for the purpose of making certain infrastructure and capital improvements and equipment acquisitions related to their solid waste collection and disposal operations.

For purposes of this notice and public hearing, the proceeds of the Bonds will be loaned to the Borrower for capital improvements to and equipment acquisitions for solid waste collection and disposal operations located at each of the following locations (collectively, the "Project"), in the maximum amounts indicated for each location: (i) landfill facility at FM 493 Mile 12 Road East, Donna, Hidalgo County, Texas 78537, Bond proceeds used will not exceed $6,232,427; and (ii) collection facility at 9402 West Expressway 83, Harlingen, Cameron County, Texas 78521. Bond proceeds to be used will not exceed $7,989,075 (collectively, the "Project").

The initial and exclusive owners and operators of the Project will be the Borrower. The public hearing will be conducted by the Hidalgo County Commissioners Court.

The aforesaid public hearing is a "combined hearing" within the meaning of Section 5f.103-2(d) of the Treasury Regulations, and the location of said public hearing is within 100 miles of the seat of government of each participating governmental unit beyond whose geographic jurisdiction the hearing is conducted.

All interested persons are invited to attend such public hearing to express their views with respect to the above-described project and the Bonds. Questions or requests for additional information may be directed to Lee McCormick (telephone (214) 256-3121). Any interested persons unable to attend the hearing may submit their views in writing to Mr. McCormick at 6801 Gaylord Parkway, Suite 306, Frisco, Texas 75034 or (214) 256-3209 (fax), prior to the date scheduled for the hearing. This notice is published and the hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

COMMUNITY DEVELOPMENT ASSOCIATES, LLC
TAX-EXEMPT FINANCING CONSULTANTS

LEE A. MCCORMICK
PRESIDENT

DIRECT DIAL
214-256-3121
lmccormick@cdafinance.com

March 28, 2008

The Honorable J. D. Salinas
County Judge
Hidalgo County Commissioner's Court
Hidalgo County Courthouse
P. O. Box 1356
Edinburg, TX 78540

RE: Allied Waste North America, Inc.

Dear Judge Salinas:

Thank you for your consideration of the Allied Waste North America, Inc. and its subsidiaries or affiliates project (the "Project") being financed with industrial revenue bonds to be issued by the Mission Economic Development Corporation. The Project consists of capital improvements to Allied's existing solid waste facilities located in 19 counties within the State of Texas.

Please find the following documents attached for your review:

1. Tax-Exempt Bond Financing Overview for Allied Waste North America, Inc. Project
2. Bond Overview provided by Vinson & Elkins LLP, Issuer and Bond Counsel
3. Certificate & Order (Word Document)
4. Commissioner's Court Communication (Word Document)

Your assistance with the placement of this item on the Hidalgo County Commissioner's Court Agenda is greatly appreciated. It would be ideal to have the "Certificate for Order" and "Order with Respect to Allied Waste North America, Inc Project" considered at the **April 15, 2008** Commissioner's Court Meeting. Please let me know if this date is agreeable; if so, I will make arrangements to have a representative from the Company present.

Please do not hesitate to contact me if you have any questions after reviewing the attached materials. I can be reached directly at (214) 256-1521 or by e-mail at lmccormick@cdafinance.com.

Once again, thank you for your assistance in this matter.

Sincerely,

Lee A. McCormick
President

/jg

c: Monica Pantea, Allied Waste North America, Inc.
F. Xavier Peña, Vinson & Elkins LLP
Joe Roseland, Mission Economic Development Corporation

TAX-EXEMPT BOND FINANCING OVERVIEW

AWNA TX CORPORATION
AND
AWNA TX LANDFILL LP PROJECT

Thank you for your consideration regarding the proposed tax-exempt bond financing of capital assets for Allied Waste North America, Inc and its subsidiaries or affiliates (the "Company"). The project is for certain infrastructure and capital improvements related to the Company's solid waste collection and disposal facilities in 19 Texas counties, at an aggregate amount not to exceed $189.0 million (the "Project"). At this time, the Company has received approximately $63.1 million of tax-exempt bond allocation from the Texas Bond Review Board and must close on the first series of bonds by late May 2008.

Hidalgo County will receive certain public benefits by approving the issuance of the Bonds. Specifically, the County will be able to ensure that certain employment levels of the Company in the County will be maintained and/or increased as a result of the financing. The Company anticipates spending up to $6,232,427 for capital expenditures in the County at the Project over the next few years. Much of this will go to local companies who do business with Allied. In addition, the Project will add to the tax base of Hidalgo County and throughout the State of Texas.

However, in order for such bonds to qualify as "tax-exempt," the Company must satisfy certain federal and state tax law requirements, including having a governmental entity/agency issue such bonds for the benefit of the Company. Therefore, the Company is requesting the Mission Economic Development Corporation ("MEDC") in Mission, Texas to serve as the governmental issuer of the tax-exempt bonds (the "Bonds"). Since the Bonds will be used to finance the Project in Hidalgo County, it is necessary to obtain the County's consent. A notice describing the financing must also be published and a public hearing must be held to satisfy certain federal tax law requirements. The County must also approve the public hearing although it does not need to be held by the County.

In summary, the Company is asking for your assistance with the following action items in order to qualify the bonds as "tax-exempt:"

1. Commissioner's Court adoption of the "Order With Request to Allied Waste North America, Inc and its subsidiaries or affiliates" authorizing the County Judge to approve the bond financing and designating a hearing officer for the public hearing.

2. Publication of the public hearing notice by Vinson & Elkins L.L.P., bond counsel to the MEDC and the holding of such public hearing.

3. County Judge approval of the public hearing.

As provided in the letter of Vinson & Elkins L.L.P., bond counsel to the MEDC, the Bonds do not constitute a debt or obligation of the City, County, or the State of Texas, but are solely the obligation and responsibility of the Company. More importantly, the Bonds will not require any general fund support or tax-payer dollars. There is no commitment of the credit ratings and the Bonds do not, in any fashion restrict, impede or limit the borrowing/bonding capacity of the County. Again, the Bonds are the sole obligation of the Company.

Vinson&Elkins

F. Xavier Peña xpena@velaw.com
Tel 713.758.4884 **Fax** 713.615.5067

March 28, 2008

The Honorable J.D. Salinas
County Judge
Hidalgo County, Texas
100 E. Cano 2nd Floor
Edinburg, Texas 78539

Re: Allied Waste of North America, Inc. Project — Proposed Order for Adoption

Dear Judge Salinas:

This letter is being written to you in anticipation of the questions that might arise in connection with your commissioners court's consideration of the captioned order.

First, the proposed issue of industrial revenue bonds for Allied Waste of North America, Inc. will be issued by Mission Economic Development Corporation, not your County. Allied Waste of North America, Inc. will be contractually obligated to pay these bonds. The bonds will also be approved by the Attorney General of Texas. Under the laws of the state of Texas, such bonds will not—and cannot—be obligations of your County by reason of your approvals contained in the captioned order. Moreover, the transcript of legal proceedings authorizing the issuance of the industrial revenue bonds will contain clear disclaimers stating that the bonds are not the obligation of your County or any other county of the state.

Second, rating agencies and bond insurers that rate and insure your County's bonds understand that industrial revenue bond financings such as this do not affect the credit of the political subdivisions that sponsor conduit industrial revenue bond issuers, much less counties that approve the issuance of bonds within their boundaries by issuers sponsored by other political subdivisions. Accordingly, the issuance of these bonds and your adoption of the captioned order will not affect the credit ratings for the bonds of your County or your ability to obtain bond insurance for your County's bonds.

Third, your County will have no responsibility with respect to the "Local Portion" of the "Project" as described in the captioned order, any more than your County has responsibility for any other privately owned property of Allied Waste of North America, Inc. already located within the boundaries of your County. Nothing contained within the

captioned order imposes on your County any responsibility or liability with respect to the Local Portion of the Project by reason of your adoption of the captioned order.

Fourth, your holding of the public hearing and approval of the bonds necessary to comply with Section 147(f) of the Internal Revenue Code of 1986, as amended (this statute is known as "TEFRA" and therefore the hearing is known as a "TEFRA" hearing) imposes no liability of any kind under the laws of the state of Texas. It is a requirement solely of the Internal Revenue Code in order to satisfy certain "public approval" standards imposed by Congress as a prerequisite to the issuance of tax-exempt industrial revenue bonds. Compliance with such federal tax requirements imposes no pecuniary responsibilities or fiscal liability of any kind on your County.

Fifth, the captioned order, by its own terms, provides in Section 3 many of the limitations set forth above.

If I may provide you with any further information or legal analysis with regard to the proposed order, please feel free to call me on my direct line at 713-758-4884.

Very truly yours,

Xavier Peña

F. Xavier Peña

Enclosures

cc: Patricia Hunt Holmes, Vinson & Elkins L.L.P.
Lee A. McCormick, Community Development Associates, LLC

AI-8942 **12.B.**

Vacant and/or Partially Occupied County-owned Buildings
CC REGULAR

Date: 04/22/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Couty Judge's Office
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation (through the Fixed Asset Division of the Purchasing Department) for discussion, consideration and action in connection with vacant and/or partially occupied County-owned buildings.

BACKGROUND

No back-up, Power Point presentation will done in Comm. Court

Fiscal Impact

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

BUDGETARY IMPACT:
No Budgetary Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/17/2008 04:08 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/18/2008 11:47 AM	APRV
3	Auditor's Office	Linda Fong	04/18/2008 01:59 PM	APRV
4	Purchasing Department (Originator)		04/18/2008 05:37 PM	NEW

Form Started By: Marty Salazar Started On: 04/17/2008 04:03 PM

Final Approval Date: 04/18/2008

AI-8898 **13.A.**

Planning Department
CC REGULAR

Date: 04/22/2008
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Area: Planning Department

Information

CAPTION

1. Preliminary Approval
   -North San Carlos Phase 2 Subdivision Pct. 4 (Juan Molina)
   -Rivera Estates Subdivision Pct. 3 (Ruben Rivera)

2. Final Approval
   -Jordan Gardens Subdivision Pct. 3 (Robert W. Smith)

3. Final Approval with Financial Guarantee
   -Adile Subdivision Pct. 4 (Roy & Elida Luna)
   -Los Naranjos Phase 2 Subdivision Pct. 3 (Joseph Fletcher)
   -Birch Subdivision Phase I Pct. 1 (Oaktree Investments)

BACKGROUND

Fiscal Impact

Attachments

Link: North San Carlos Ph. 2 - Preliminary
Link: North San Carlos Ph. 2; Plat
Link: Rivera Estates - Preliminary
Link: Rivera Estates;Plat
Link: Jordan Gardens - Final
Link: Jordan Gardens;Plat
Link: Adile Estates - Final
Link: Adile Estates;Plat
Link: Los Naranjos Ph 2 - Final
Link: Los Naranjos Ph. 2;Plat
Link: Birch Ph. I - Final
Link: Birch Ph. I; Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Dina Trevino	04/16/2008 03:44 PM	APRV
2	Dale Kennan	Dale Kennan	04/17/2008 08:36 AM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 08:49 AM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 11:03 AM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:19 AM	APRV

Form Started By: Nora Cavazos Started On: 04/16/2008 02:08 PM

Final Approval Date: 04/17/2008

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: April 16, 2008

RE: **North San Carlos Phase 2 Subdivision– Pct. 4**
Preliminary Approval

North San Carlos Phase 2 is a forty six (46) lot subdivision located on the North side of Mile 17 ½ Road approximately 650 feet West of North 83rd Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 14, 2007. The proposed subdivision lies within Zone "X & AH" as per FEMA's FIRM.

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

Sanitary Services will be provided by North Alamo Water Supply Corporation.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 17 ½ North Road that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **April 15, 2008** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

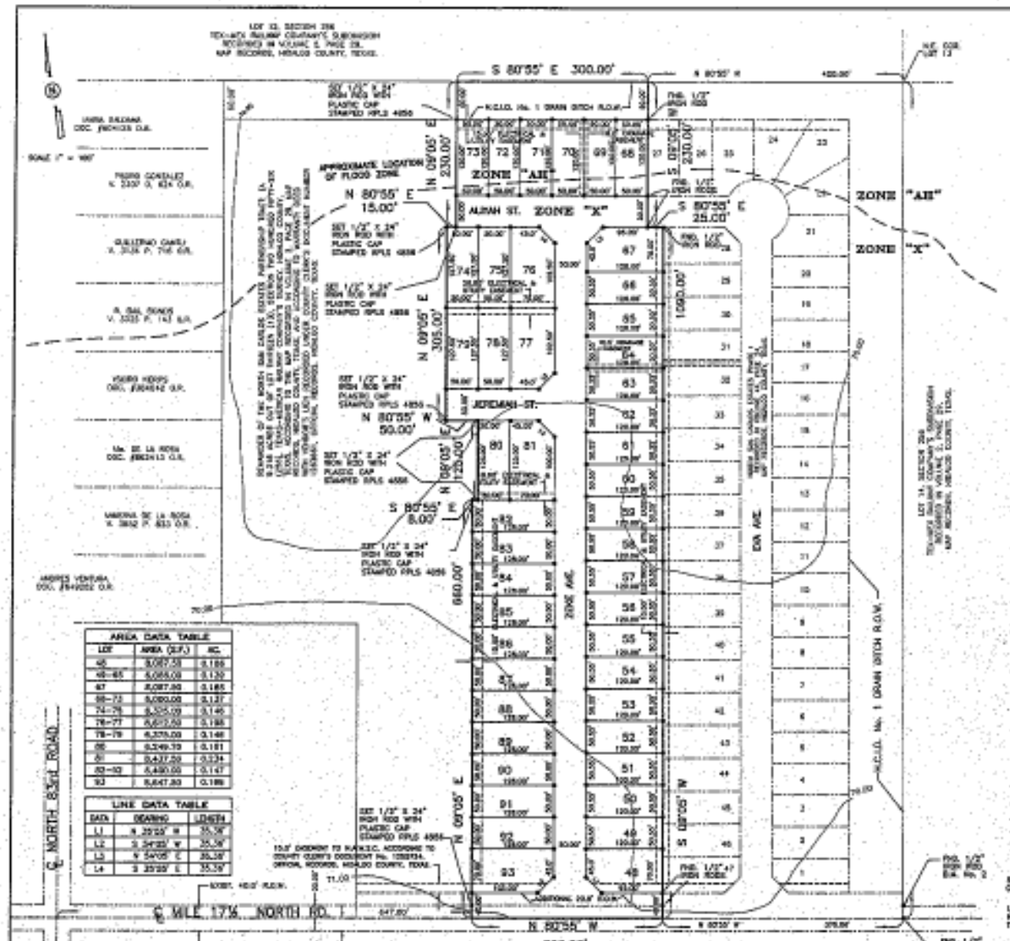
Name of Subdivision: **North San Carlos Estates Ph II 1st Review** **Page** 1 of 2

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		04-10-08	JRT
A	**1ST SHEET COMMENTS:** Minimum lot width for all corner lots being serve by sanitary sewer is 60 feet.		
B	Minimum corner clip for all internal corner lot is 15'x15' and 25'x25'on subdivision entrance corner lots.		
C	Provide street length dimension for Zeke Ave., Jeremiah St., and Aliyah St.,		
D	Provide document number for existing H.C.I.D. No.1 Drain Ditch R.O.W.		
E	Label existing easement adjacent to the east subdivision property line.		
F	Submit a set of plans to the "911" dept for their review on the street names.		
G	Please correct subdivision location description, because subdivision property is no longer inside Edinburg 3 mile ETJ.		
H	Update all signature certification to 2008.		
I	Provide Hidalgo County Right Of Way Dept and Hidalgo County Health Dept. signature certifications.		
J	As per index to sheet description; please separate description of sheet 2 and 3. Include HCROW and HCHD certification on sheet 1.		
K	Re word ROW dedication notation to read *"20 feet of additional Road ROW dedicated by this plat"*		
L	PLAT NOTES; ***PLEASE PROVIDE NEW UPDATED GENERAL SUBDIVSION PLAT NOTES*** 2] provide corner side setback for lots 18 and 93 to be at 15 feet 3] Incorporate the following *"no commercial use shall be allowed on all the following internal lots 49 through 92."* 5] Mention that; Minimum finished floor elevation for lots 68 through 73 shall be at 73.00 BFE (see attachment for sample plat note) 6] Provide a permanent benchmark with in subdivision set on concrete with disk. 7] Mention that lot owner should be responsible for the maintenance of the drainage swale. 10 & 13] provide updated general plat note wording for public utility easement 12] Please incorporate minimum finish floor to plat note #5. 14] mention that lot owner will be responsible the construction of the sidewalk at building permit stage. 15 & 16] What access easement are you referring to? Verify if this note applies to this note. Additional plat note is required; see attachment for sanitary sewer note.		
M	METES AND BOUNDS: ➢ Label P.O.B. and monuments on drawing as described on metes and bounds. ➢ Mention on drawing that the NW and NE property corner were not able to set or found because corners falls inside canal.		

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **North San Carlos Estates Ph II 1st Review** **Page** 2 of 2

N	**2nd SHEET COMMENTS:** Hidalgo county ROW permit is required for the installation the sewer line inside mile 17 ½ North Rd.
O	Submit 30 year letter agreement for water and waste water and final engineer construction cost estimate.
P	**3rd SHEET COMMENTS:** Provide valley gutter detail.
Q	Provide 40'x40' pad site fill at 73.00 BFE for all the lots inside flood zone "AH" at 25 feet from the front property line.
R	Label for contractor to re-grade Mile 17 ½ North Road side ditch.
S	*ITEMS PENDING:* 1. Clearance letter from US Post office. 2. Utility letter from developer 3. HCROW approval/review letter 4. N.O.I. 5. 16 set of 11"x17" with corrections.


S 89°55' E 300.00'
N 89°55' W 400.00'
N.E. COR. LOT 13
LOT 13, SECTION 256 TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION RECORDED IN VOLUME 2, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.
SET 1/2" X 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4858
N.C.I.D. No. 1 DRAIN DITCH R.O.W.
PROP. LOT LINE
APPROXIMATE LOCATION OF FLOOD ZONE
N 09°05' E 230.00'
S 09°05' E 230.00'
ZONE "AH"
ZONE "AH"
ZONE "X"
ZONE "X"
AUVAH ST.
JEREMAH ST.
N 80°55' E 15.00'
S 80°55' E 25.00'
N 09°05' E 305.00'
N 09°05' E 125.00'
S 80°55' E 8.00'
N 80°55' W 50.00'
N 09°05' E 1090.00'
S 09°05' E 660.00'
ZION AVE.
ZION AVE.
PROP. 1/2" IRON ROD W/ CAP
PROP. 1/2" IRON ROD

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: April 16, 2008

RE: **Rivera Estates Subdivision– Pct. 3**
Preliminary Approval

Rivera Estates is a two (2) lot subdivision located on the East side of La Homa Road, ¾ miles North of FM 1924.

The proposed Subdivision lies within the City of Mission E.T.J.

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

The proposed subdivision plat will dedicate twenty (20) feet on La Homa Road (FM 2894) of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Mission.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on La Homa Road (FM 2894) that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **April 15, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

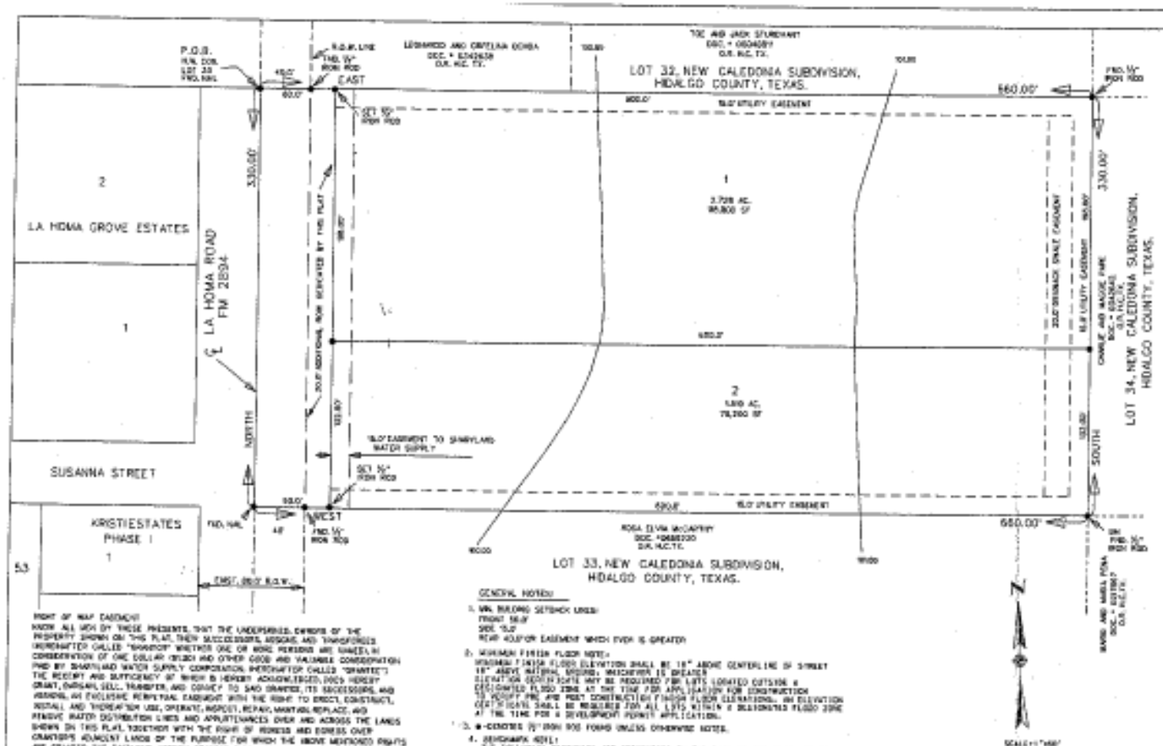
LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Rivera Estates 2nd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		03-24-08	JRT
A	**1ST SHEET COMMENTS:** Complete legal description by mentioning *"according to the map or plat recorded in VL __ & PG ___ MRHCT"* on metes and bounds and below the subdivision name.		
B	METES & BOUNDS: Verify all monuments description if set or found to coincide with drawing.		
C	PLAT NOTES: 4] Provide DATUM for benchmark 5] Provide complete note mentioning residential for housing wording. (see attachment)		
D	**2ND SHEET COMMENTS:** TxDOT utility crossing for waterline is required prior to final approval.		
E	*Water Engineering Report:* 1. Provide correct amount of 30 year letter agreement and utility crossing construction cost amount. 2. Water meter installation dead line. Please refer to previous subdivision review attached engineer report sample.		
F	*Sewage Engineering Report:* 1. Mention who is the sewer provider 2. Amount paid for the wastewater 30 year letter agreement 3. Amount for the sewer facilities construction installation.		
G	Complete water and sewer engineer certification, refer to redlines.		
H	Submit final engineer construction cost estimate.		
I	All modification on water and sewage engineering report need to reflect on Spanish version.		
J	Please correct sheet order to comply with index to sheet description.		
K	Please address all the comments from previous review on 10-18-07.		

RIVERA ESTATES

THE NORTH 5.00 ACRES OF LOT 33, NEW CALEDONIA SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 8, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

A 5.00 ACRE TRACT OF LAND OUT OF THE NORTH 5.00 ACRES OF LOT 33, NEW CALEDONIA, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 8, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND IN THE CENTERLINE OF LA HOMA ROAD FOR THE NORTHWEST CORNER OF LOT 33 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE: EAST, ALONG THE NORTH LINE OF LOT 33, PASSING A ½" IRON ROD FOUND AT 40.00 FEET FOR THE EAST R.O.W. LINE OF LA HOMA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 33 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: SOUTH, ALONG THE EAST LINE OF LOT 33, A DISTANCE OF 330.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: WEST, PASSING A ½" IRON ROD FOUND AT 620.00 FEET FOR THE WEST R.O.W. LINE OF LA HOMA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A NAIL FOUND ON THE WEST LINE OF LOT 33 AND IN THE CENTERLINE OF LA HOMA ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: NORTH, ALONG THE WEST LINE OF LOT 33, AND THE CENTERLINE OF LA HOMA ROAD, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RIVERA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ DATE
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE
HIDALGO COUNTY CLERK

COUNTY CLERK'S RECORDING CERTIFICATE

COUNTY CLERK OF HIDALGO COUNTY, TEXAS, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK ____M. AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D. AT _____ O'CLOCK ____M. IN THE MAP RECORDS OF HIDALGO COUNTY, TEXAS IN INSTRUMENT NO. _____ CERTIFIED THE PLAT RECORDS OF

_____ DEPUTY

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVERA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVERA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RUBEN RIVERA
AS OWNER (S) OF THE 5.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE RECORDED OWNER'S DEED(S) RECORDED IN INSTRUMENT NO. _____ OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, DO HEREBY ADOPT THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.0032 AND THAT:
(a) THE WATER QUALITY AND CONNECTIONS TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(c) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(d) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
OWNER/AGENT NAME:
ADDRESS: P.O. DRY BIN
MISSION, TEXAS. 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUBEN RIVERA, 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 PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2008.

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT SUBJECT TO THE CONDITION THAT THE SUBDIVIDER WILL PROVIDE DOMESTIC WATER SYSTEM TO DISTRIBUTE POTABLE WATER. THIS DISTRICT WILL PROVIDE ONLY IRRIGATION WATER WHERE DISTRIBUTING FACILITIES MUST BE CONSTRUCTED AND MAINTAINED AT THE EXPENSE OF THE OWNER AND CONSISTING OF PIPELINES, VALVES, CHECK GATES TO BE CONNECTED TO THE NEAREST DISTRICT FACILITY, DATED THIS THE _____ DAY OF _____ A.D., 2008.

_____ _____
SECRETARY PRESIDENT

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0065(d), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVERA ESTATES WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF MISSION.

_____ _____
MAYOR, CITY OF MISSION DATED

ATTEST: _____ _____
CITY SECRETARY DATED

THIS PLAT OF RIVERA ESTATES HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2008.

_____
CHAIRMAN

HIDALGO COUNTY DRAINAGE DISTRICT #1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, WILLIAM A. RANDUM, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AS PERFORMED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF OF SAID IN ACCORDANCE WITH THE CITY OF MISSION SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

_____
WILLIAM A. RANDUM
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4353
4132 NORTH CONWAY
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RUIZ W. GARZA JR. A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
RUIZ W. GARZA JR.
REGISTERED PROFESSIONAL ENGINEER # 90524
900 C. FERGUSON
PHARR, TEXAS. 78577

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE, PERSONS ARE NAMED, IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY SHARYLAND WATER SUPPLY CORPORATION, HEREINAFTER CALLED "GRANTEE", THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, OVERSAIL, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSOR, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN HAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE SHALL IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2007.

_____
RUBEN RIVERA

LOCATION MAP SCALE: 1" = 1000'

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

RIVIERA ESTATES LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 2 IS THE SOUTH SIDE OF HIDALGO COUNTY, THE EAST SIDE OF LA HOMA ROAD, ½ MILE NORTH OF FM 1924 ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION, POPULATION 60,370 (2000 CENSUS). RIVERA ESTATES LIES APPROXIMATELY 1 MILE FROM THE CITY LIMITS OF MISSION AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION PER HIDALGO LOCAL GOVERNMENT CODE § 42.021

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
FRONT 50.0'
SIDE 15.0'
REAR 10.0' FOR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION DEPTH STATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION PERMIT PRIOR TO CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● =CONCRETE ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
BENCH MARK ELEV. = 81.53' N.G.V.D. BY CORS. ELAB IN DISK AT THE SOUTHEAST CORNER OF THIS SUBDIVISION.

5. FLOOD ZONE DESIGNATION ZONE "C"
AREAS OF MINIMAL FLOODING.
COMMUNITY PANEL No. 480334 0480 C
MAP REVISED NOVEMBER 16, 1982.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100 YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FEMA INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4027).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 1.30 ACRE-FEET (0.26 ACRE-FEET/ACRE) OF STORM WATER RUNOFF. DRAINAGE DETENTION IS IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE EAST SIDE OF THIS PROPERTY.
LOT 1: 7.847 ACRE-FEET
LOT 2: 5.453 ACRE-FEET

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUSHES, TREES, SHRUBS, BRUSH, TREES, AND OTHER PLANTINGS EXCEPT LOW LYING SOD NOT TO IMPEDE WATERFLOW, FLOWER, GRASS, OR FLOWERS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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

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

10. THIS SUBDIVISION HAS A 10' WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE WEST, NORTH, EAST AND SOUTH SIDE OF THIS SUBDIVISION AND A 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF EACH LOT.

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

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

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

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

15. CLEARANCES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PERFORMED PRIOR THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

16. TXDOT DRIVEWAY/ENTRANCE PERMITS ARE REQUIRED FOR LOTS 1 AND 2, PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 2894, TXDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT AND/OR BUILDING PERMIT.

UNITED IRRIGATION DISTRICT

ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.

NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, FILES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSS PERMIT FROM THE DISTRICT.

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

NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

REVISION NOTES

No.	SHEET	REVISION	DATE APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	RUBEN RIVERA	P.O. BOX 910	MISSION, TEXAS. 78572	(956) 584-5809
ENGINEER	RUIZ W. GARZA JR.	900 C. FERGUSON	PHARR, TEXAS. 78577	(956) 630-9200
SURVEYOR	WILLIAM A. RANDUM	4132 NORTH CONWAY	MISSION, TEXAS. 78574	(956) 584-2100

DATE OF PREPARATION: APRIL 2007

GARZA AND GARZA ENGINEERING
CONSULTING ENGINEERS
900 C. FERGUSON, PHARR TEXAS 78577
Tel. 956-630-9200

SHEET 1 OF 3

INDEX TO SHEET OF RIVERA ESTATES

SHEET 1	GENERAL NOTES, CERTIFICATES AND PLAT RESTRICTIVE CONTENTS
SHEET 2	LEGAL DESCRIPTION, LOCATION MAP, AND PLAT RESTRICTIVE CONTENTS
SHEET 3	BENCHMARK, CONTROL MONUMENTS, AND SURVEY NOTES

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: April 16, 2008

RE: **Jordan Gardens Subdivision– Pct. 3**
Final Approval

Jordan Gardens is a thirty five (35) lot subdivision located on the Southeast corner of Mile 6 North and Minnesota Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 17, 2007. The proposed subdivision lies within Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Mile 6 Road and fifteen (15) feet on Minnesota Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Minnesota & 7 Mile Line Road that will serve as the primary source of water for the proposed development.

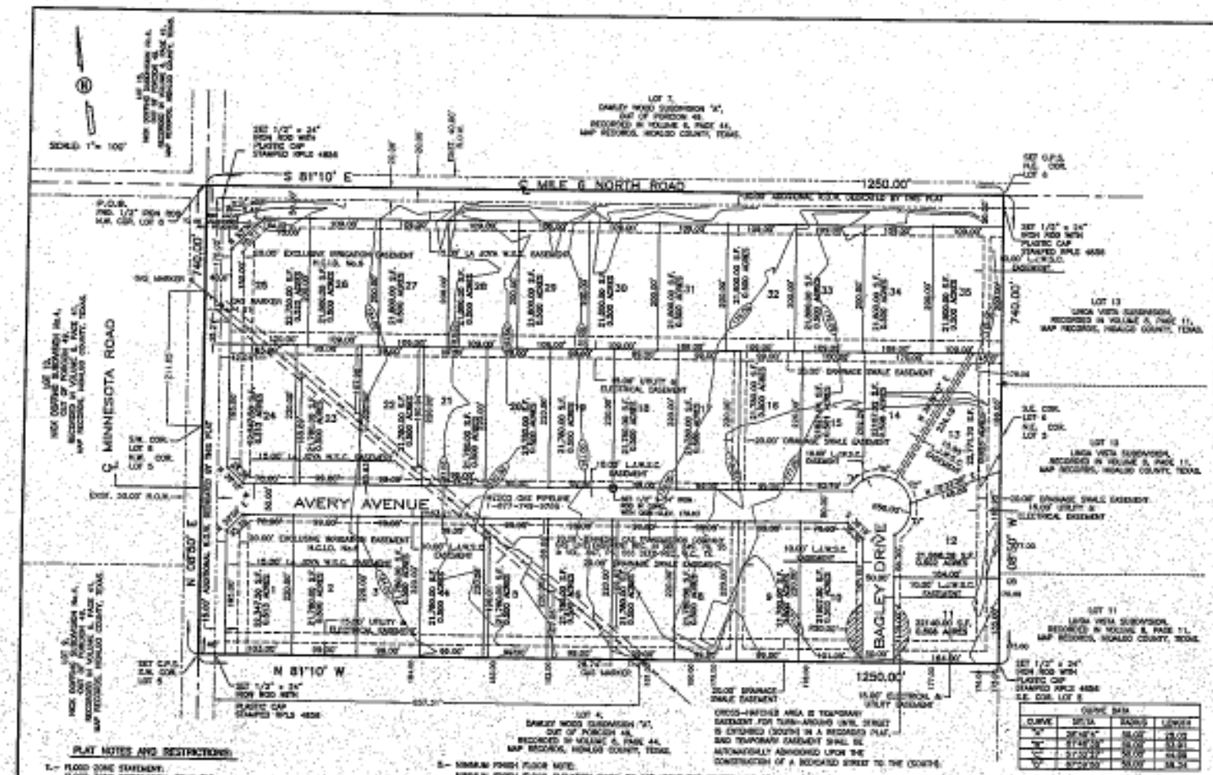
The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on October 9, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **April 15, 2008**.

SUBDIVISION PLAT OF:

JORDAN GARDENS SUBDIVISION

A 21.235 ACRE TRACT OF LAND BEING ALL OF LOTS 5 AND 6, DAWLEY WOOD SUBDIVISION "A" OUT OF PORTION 49, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 44, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3101129, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.


SCALE: 1"= 100'
S 81°10' E
1250.00'
℄ MILE 6 NORTH ROAD
N 81°10' W
1250.00'
740.00'
N 08°50' E
MINNESOTA ROAD
AVERY AVENUE
BAGLEY DRIVE
LOT 5
LOT 6
LOT 4
LOT 13
LOT 12
LOT 11
LOT 3
LOT 2
LOT 1
P.O.B.
P.O.C.
SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4836
SET C.P.S. N.W. COR. LOT 5
SET C.P.S. N.E. COR. LOT 6
SET C.P.S. S.W. COR. LOT 5
SET C.P.S. S.E. COR. LOT 6
EXIST. 30.00' R.O.W.
20.00' EXCLUSIVE IRRIGATION EASEMENT
20.00' L.W.S.C. EASEMENT
20.00' UTILITY & ELECTRICAL EASEMENT
20.00' DRAINAGE SWALE EASEMENT
15.00' L.W.S.C. EASEMENT
30.00' CROSSING IRRIGATION EASEMENT
PROPOSED 30.00' ROAD RIGHT-OF-WAY
PROPOSED 50.00' ROAD RIGHT-OF-WAY
MEXICO GAS PIPELINE 1-877-740-3705
LA JOYA W.S.C. EASEMENT
LA JOYA W.S.C. EASEMENT
HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 EASEMENT
HCID #1 EASEMENT
HCID #1 EASEMENT
HCID #

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: April 16, 2008

RE: **Adile Subdivision– Pct. 4**
Final Approval with Financial Guarantee

Adile Subdivision is a one (1) lot subdivision located on the North side of Rogers Road approximately 500 feet West of Hoen Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 3, 2008. The proposed subdivision lies within Zone "A & X" as per FEMA's FIRM.

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

Sanitary Services will be provided by OSSF. Soil Analysis Test were conducted by Raul Palma, PE and approved by the Environmental Health Department.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on Rogers Road that will serve as the primary source of water for the proposed development.

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

The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $1,000.00 was submitted to the Planning Department and deposited into Escrow for Septic Tanks Account No. 08-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of one (1) septic tank system.

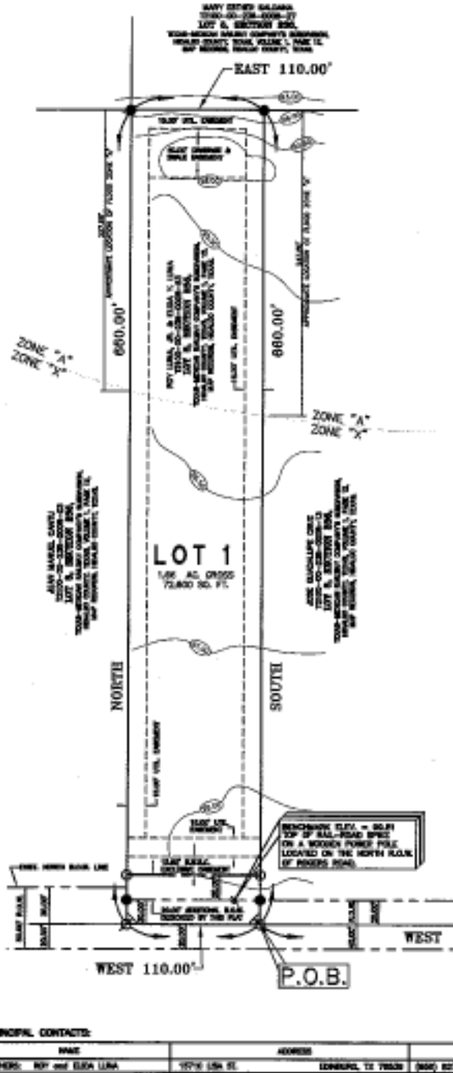
The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **April 15, 2008**.

DATE OF PREPARATION: MARCH 17, 2008

ADILE ESTATES

A 1.88 ACRE TRACT OF LAND OUT OF LOT 8, SECTION 238, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS.

SCALE: 1"=40'



NOTES AND BOUNDS

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ADILE ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ADILE ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON

HIDALGO COUNTY ASSISTANT CHIEF SANITARIAN — DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENT, that _____ (hereinafter called "Grantor"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by Sharyland Water Supply Corporation, (hereinafter called Grantee), the receipt and sufficiency of which is hereby acknowledged, has granted, sold, and by these presents does grant, sell, and convey unto Grantee, its successors and assigns, a perpetual easement and right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water transmission and distribution lines, meters and appurtenances from and across a tract of land owned by grantor in Hidalgo County, Texas as described in Hidalgo Clerk's document Number _____ Hidalgo County, Texas, said property and easement more particularly described as follows:

Being a rectangular strip of land with 15.00 Feet in Width by 110 Feet, Located North of the proposed Right-Of-Way Line of Rogers Road, Containing 1650.00 sq. ft. (0.038 AC.) Gross of land.

The consideration recited herein shall constitute payment in full for all damages sustained by grantors by reason of the installation of the structures referred to herein and the grantee will maintain said easement in a state of good repair and efficiency so that no unreasonable damage will result from the use by Grantee; provided, however, this agreement is subject to all other provisions of this grant and constitutes a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors warrant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Covenants and reservations as may appear on the recorded plat and/or dedication or subdivision.

IN WITNESS WHEREOF the said Grantors have executed this instrument this ___ day of _____ 20__.

_____
Name: _____ Soc. Sec. #

ACKNOWLEDGMENT

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____ 20__.

_____
Notary Public in and for the State of _____
County of _____
My Commission Expires _____

STATE OF TEXAS – COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), ROY LUNA, JR. and ELDA Y. LUNA, AS OWNER(S) OF THE 1.88 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ADILE ESTATES, HEREBY THE LAND DEDICATED IN THIS SUBDIVISION PLAT AND DESIGNED TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HERE.

I, CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE s 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

BY: _____

ROY LUNA, JR. — DATE
15710 LISA ST.
EDINBURG, TX 78539

ELDA Y. LUNA — DATE
15710 LISA ST.
EDINBURG, TX 78539

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, ROY LUNA, JR. and ELDA Y. LUNA, PROVED TO ME THROUGH VALID(S) TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE (S) OR THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, ACKNOWLEDGED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____ 2008

_____
NOTARY PUBLIC — MY COMMISSION EXPIRES

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

I, _____ COUNTY CLERK OF HIDALGO COUNTY, HEREBY THAT THE PLAT BEARING THE INSTRUMENT WAS FILED FOR RECORD AT _____ O'CLOCK ___.M. ON THE ___ DAY OF _____, 2008, AND WAS RECORDED IN BOOK _____ PAGES _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ___.M. ON _____ 2008.

_____
HIDALGO COUNTY CLERK — DATE

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE $232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ADILE ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ 2008.

_____ — _____
HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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

BY _____ DATE _____

HIDALGO COUNTY IRRIGATION DISTRICT No. 1

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, SUBJECTED TO THE CONDITION THAT IF IRRIGATION RIGHTS ARE APPURTENANT TO THE SUBDIVIDED LOT IN SAID SUBDIVISION, THEREFORE SHALL BE MADE FOR APPURTENANT EASEMENT FOR THE CONSTRUCTION OF IRRIGATION FACILITIES TO EACH LOT FROM MUNICIPAL LOT IN SAID SUBDIVISION, THROUGHOUT ONE OF SAID FOR APPURTENANT EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO EACH LOT FROM THE THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL EACH NECESSARY FACILITIES.

HIDALGO COUNTY IRRIGATION DISTRICT No. 1 — ATTEST: _____
PRESIDENT _____ — SECRETARY
DATE: _____ — DATE: _____

CITY OF EDINBURG CERTIFICATE OF PLAT APROVAL
UNDER LOCAL GOVERNMENT CODE § 42.021(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF ADILE ESTATES WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF EDINBURG ON _____ 20__.

P & Z CHAIRMAN OF THE CITY OF EDINBURG — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

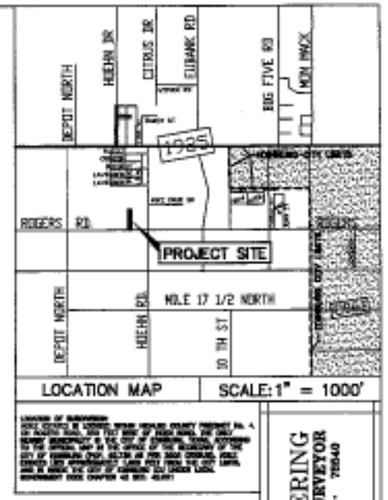
I, LEO L. RODRIGUEZ, JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

LEO L. RODRIGUEZ, JR., P.E. — DATE
REGISTERED PROFESSIONAL ENGINEER NO. 94628

STATE OF TEXAS
COUNTY OF HIDALGO

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

LEO L. RODRIGUEZ, JR., P.E. — DATE
REG. PROFESSIONAL LAND SURVEYOR No. 5448



PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE DESIGNATION:
   - ZONE "A" AREA SUBJECTED TO A 100 YEARS OR GREATER ANNUAL CHANCE OF FLOODING IF LEFT OPEN WITHOUT DRAINAGE STRUCTURES. ZONE "A" ARE SHOWN AND IS SHOWN ON F.I.R.M. MAP NUMBER 480334 0005 B.
   - ZONE "X" AREAS SUBJECTED TO A 100 YEARS OR GREATER ANNUAL CHANCE OF FLOODING IF LEFT OPEN WITHOUT DRAINAGE STRUCTURES. ZONE "X" ARE SHOWN AND IS SHOWN ON F.I.R.M. MAP NUMBER 480334 0005 B.
2. THE AREAS ALONG THE ORIGINAL CHANNELS ARE NOT REMOVED FROM THE SPECIAL FLOOD HAZARD AREA (SFHA) BY THE ISSUANCE OF A LETTER OF MAP REVISION BASED ON FILL (LOMR-F). STRUCTURES BUILT ON LAND REMOVED FROM THE SFHA BY THE LOMR-F ARE NOT REQUIRED TO BE ELEVATED OR FLOOD PROOFED ACCORDING TO NFIP REGULATIONS BUT MAY BE SUBJECT TO FLOOD DEPTHS OF UP TO ONE FOOT. PROPERTY OWNERS SHOULD BE AWARE THAT FLOOD INSURANCE RATES ARE DETERMINED BY THE NFIP AND THAT THE LOMR-F MAY NOT LOWER THEIR INSURANCE RATES.
3. MINIMUM FINISH FLOOR ELEVATIONS SHALL BE 18" ABOVE TOP OF CENTERLINE OF ROADS WHEN 24 1/2" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
   - MAINTENANCE RESPONSIBILITY OF DRAINAGE FOR LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE, AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP (FIRM) FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AS IT MAY FOR A CONSTRUCTION PERMIT APPLICATION.
4. 10000 — 10000 1/2 " 1000 000 001 UNLESS OTHERWISE NOTED.
5. MINIMUM BUILDING SETBACKS LINES:
   - FRONT: 25' OR GREATER
   - REAR: 10' OR GREATER OR EASEMENT WHICH EVER IS GREATER
   - SIDE: 6' OR GREATER OR EASEMENT
   - SIDE STREET: 10' OR GREATER
6. NO STRUCTURE SHALL BE ERECTED OVER ANY EASEMENT.
7. NO ACCESSORY BUILDING OR STRUCTURE SHALL BE LOCATED NEARER THAN 5 FEET TO ANY SIDE OR REAR LOT LINE.
8. NO LOT SHALL BE USED OR OCCUPIED FOR ANY PURPOSE OR PURPOSES OTHER THAN RESIDENTIAL PURPOSES.
9. EACH LOT ON WHICH A DWELLING IS PLACED SHALL BE PROVIDED WITH A MINIMUM OF TWO OFF-STREET PARKING SPACES.
10. THE DEVELOPER SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS CONCERNING ANY ENDANGERED SPECIES, WETLANDS, ARCHEOLOGICAL SITES, AND HISTORICAL SITES. THE DEVELOPER SHALL ALSO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS CONCERNING THE DISPOSAL OF SOLID WASTE.
11. NO STRUCTURE SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE HIDALGO COUNTY HEALTH DEPARTMENT.
12. NO SEPTIC SYSTEM SHALL BE INSTALLED ON ANY LOT UNLESS IT IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE HIDALGO COUNTY HEALTH DEPARTMENT.
13. NO WATER WELL SHALL BE DRILLED ON ANY LOT UNLESS IT IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE HIDALGO COUNTY HEALTH DEPARTMENT.
14. ALL PUBLIC UTILITIES SHALL BE PLACED UNDERGROUND.
15. ALL UTILITY EASEMENTS SHALL BE DEDICATED BY SEPARATE INSTRUMENT.
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PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: April 16, 2008

RE: **Los Naranjos Phase 2 Subdivision– Pct. 3**
Final Approval with Financial Guarantee

Los Naranjos Phase 2 is a sixty five (65) lot subdivision located 1,042 feet West of Brushline Road and North of Mile 7 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 17, 2006. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 7 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 7 North Road that will serve as the primary source of water for the proposed development.

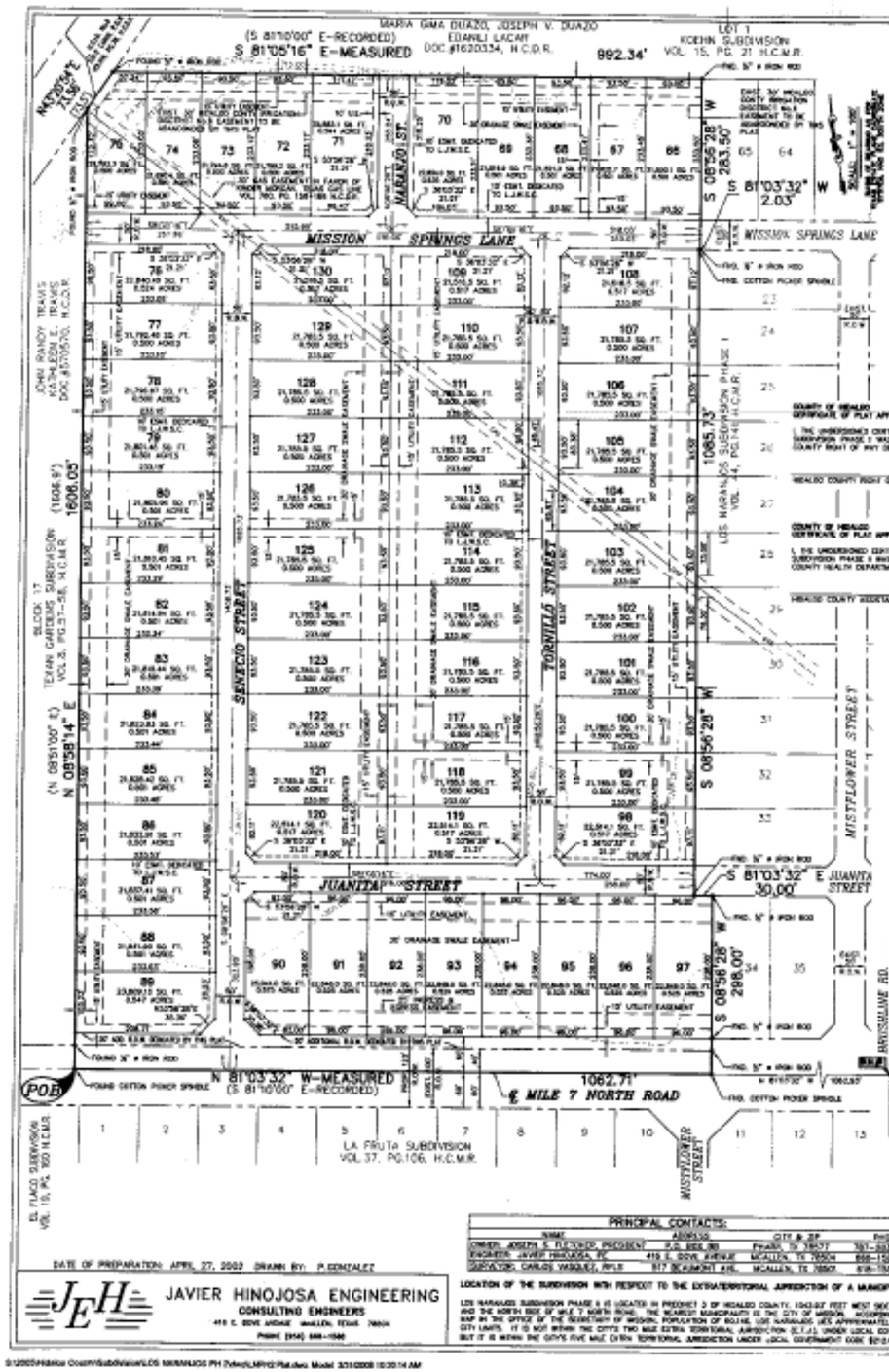
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on November 13, 2007. The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit from Border Capital Bank in the amount of $607,500.00 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the paving and drainage improvements, water distribution, land clearing and the installation of sixty five (65) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **April 15, 2008**.

SUBDIVISION PLAT OF
LOS NARANJOS SUBDIVISION PHASE II

A TRACT OF LAND CONTAINING 38.89 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF ALL OF LOT 4 AND ALL OF LOTS 5 THROUGH 8, PALM SHORE SUBDIVISION, MAP REFERENCE: VOLUME 16, PAGE 6, HIDALGO COUNTY DEED RECORDS.



METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 38.89 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF ALL OF LOT 4 AND ALL OF LOTS 5 THROUGH 8, PALM SHORE SUBDIVISION, MAP REFERENCE: VOLUME 16, PAGE 6, HIDALGO COUNTY DEED RECORDS, SAID TRACT ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON A SIXTEEN INCH SPINDLE FOUND ON THE SOUTHWEST CORNER OF SAID PALM SHORES SUBDIVISION, IN THE WEST LINE OF WEST 1/2 OF SECTION 7, ABSTRACT 1/2 OF HALF 7 ROAD (NO. 2222), FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08°58'14" E (DEED CALL N 08°58'14" E), ALONG THE WEST LINE OF SAID PALM SHORES SUBDIVISION, AT A DISTANCE OF 1606.05 FEET PASS A 1/2" IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID PALM SHORES SUBDIVISION, AT A DISTANCE OF 1629.05 FEET PASS THE CENTER LINE OF A 30.00 EASEMENT DEEDED TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, CONTINUING A TOTAL DISTANCE OF 1659.05 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LIC" FOUND, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 81°05'16" E (RECORDED), ALONG THE NORTH LINE OF THIS TRACT, A DISTANCE OF 992.34 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LIC" FOUND, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 08°56'28" W, AT A DISTANCE OF 283.50 FEET PASS THE SOUTH LINE OF A 30.0 FOOT HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 IRRIGATION EASEMENT, AND CONTINUING A TOTAL DISTANCE OF 1085.73 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LIC" FOUND, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 81°03'32" E, A DISTANCE OF 2.03 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LIC" FOUND, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 08°56'28" W, AT A DISTANCE OF 298.00 FEET PASS THE CENTER LINE OF A 30.00 EASEMENT DEEDED TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 IRRIGATION EASEMENT, AND CONTINUING A TOTAL DISTANCE OF 328.00 FEET TO A 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LIC" FOUND, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 81°03'32" E, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LIC" FOUND, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, S 08°56'28" W, AT A DISTANCE OF 328.00 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LIC" FOUND, FOR THE NORTHEAST CORNER OF SAID PALM SHORES SUBDIVISION, AND CONTINUING A TOTAL DISTANCE OF 1659.05 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF SAID WEST 1/2 OF SECTION 7, AND THE CENTER LINE OF SAID HALF 7 ROAD, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81°03'32" W, AT A DISTANCE OF 1060.71 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LIC" FOUND, FOR THE NORTH NORTHEAST CORNER OF SAID TEXAS GAS LINE AND LAND OF ONE ACRE LOT IN SAID EAST PARALLELOGRAM EASEMENT, CLEARED A WIDTH OF 31.13 WIDTH OF LAND, MORE OR LESS

SHEET INDEX

SHEET 1
DATE, NORTH ARROW, MAIN SCALE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, PROPOSED AND EXISTING SUBDIVISION LAYOUTS, METES AND BOUNDS, PLAT NOTES, RESTRICTIONS, OWNER DEDICATION, CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, SURVEYOR'S CERTIFICATE, ENGINEER'S CERTIFICATE, DRAINAGE DISTRICT DEDICATION, IRRIGATION DISTRICT DEDICATION, COUNTY CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, RIGHT OF WAY CERTIFICATE, HEALTH DEPARTMENT CERTIFICATE, REVISION NOTES, DESCRIPTION OF LOCATION SUBDIVISION WITH RESPECT TO E.T.J. OF A MUNICIPALITY AND DESIGNATED PRECINCT WHERE THE PROJECT IS SITUATED.

SHEET 2
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, AND THE ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS). SUBDIVIDER CERTIFICATE AND STATEMENT.

SHEET 3
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION, CONSTRUCTION DETAILS AND COST ESTIMATE CHART.

STATE OF TEXAS
COUNTY OF HIDALGO

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

FRANK FLORES, GENERAL MANAGER
LA JOYA WATER SUPPLY CORPORATION

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS NARANJOS SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 2008

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LOS NARANJOS SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 2008

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.0025(c)

I, THE UNDERSIGNED, [illegible] HEREBY CERTIFY THAT THE SUBDIVISION PLAT OF LOS NARANJOS SUBDIVISION PHASE II CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF HIDALGO COUNTY, TEXAS, WITH THE EXCEPTION OF THOSE REQUIREMENTS FOR WHICH A VARIANCE HAS BEEN GRANTED, AND THAT THIS PLAT IS HEREBY APPROVED BY ME.

DATED THIS: [illegible]

[illegible] Carrillo
SECRETARY

THIS SUBDIVISION PLAT OF LOS NARANJOS SUBDIVISION PHASE II, WAS SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SAID COMMISSION.

DATED THIS 2nd DAY OF APRIL 2008 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONES "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0280 E
EFFECTIVE DATE: JUNE, 06, 2000
THE AREAS WITHIN WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0255 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR DESCRIBES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION SHALL IS IN THE 100-YEAR FLOOD PLAIN AS PROVIDED BELOW THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET
50.00 FEET MILE 7 ROAD
REAR: 45.00 FEET OR GREATER FOR EASEMENT
SIDE: 6.60 FEET
CORNER SIDE: 15.00 FEET
CORNER GARAGE SIDE: 18.00 FEET
GARAGE FRONT: 18.00 FEET
CORNER SIDE INSIDE R.O.W. IS GREATER THAN 50.00 FEET, 15.00 FEET

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

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND WHICHEVER IS GREATER. ELEVATION CERTIFICATE SHALL NOT BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE, AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FINE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: SOUTHWEST CORNER OF SAID PALM SHORES SUBDIVISION, AND THE CENTERLINE INTERSECTION OF MILE 7 ROAD (FM 2222) AND THE CENTERLINE OF BRUSHLINE ROAD.
---- N.A.D. 1983 (NAD83) DATUM: C.P.S. LOCATED AT THE INTERSECTION OF MILE 7 RD. AND BRUSHLINE RD. (TEXAS STATE PLAN COORDINATE SYSTEM, NAD 1983 SOUTH ZONE)
---- N.A.D. 1983 ELEV. DESCRIPTION: BRASS DISK SET ON CONCRETE AT THE NORTHWEST INTERSECTION OF MILE 7 NORTH ROAD AND BENEDO STREET. (TEXAS STATE PLAN COORDINATE SYSTEM, NAD 1983 SOUTH ZONE)

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE
REQUIRED TO DETAIN A TOTAL OF 101,388 CUBIC FEET (2.33 ACRE-FEET)
OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THIS RETENTION WILL BE ACCOMPLISHED WITHIN THE DRAINAGE SWALES LOCATED AT THE REAR OF EVERY LOT. THIS SUBDIVISION WILL CONSTRUCT APPROXIMATELY 7,000 LINEAR FEET OF SWALES AT THE REAR OF THE LOTS FOR THE TOTAL DETENTION VOLUME OF 210,000 CUBIC FEET. THE PROPOSED SWALES WILL HAVE A "D" DIMENSION OF 2.0 FEET AND A BOTTOM DIMENSION OF 10 FEET WITH AN AVERAGE DEPTH OF 2.0 FEET.

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

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

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

10. JOSEPH S. FLETCHER, THE OWNER A SUBDIVIDER OF LOS NARANJOS SUBD. PHASE II, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 3 OF THIS PLAT.

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

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

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

14. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT-OF-WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE LATERAL TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE POINT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.

15. NO SIDEWALK IS REQUIRED ON THIS PLAT.

16. 1/2" DIAMETER IRON RODS SET AT ALL LOT CORNERS.

17. LOTS 90-97 SHALL BE USED AS COMMERCIAL LOTS AND SHALL NOT HAVE ACCESS FROM JUANITA STREET.

18. OFF-STREET PARKING LOT SITE PLAN APPROVAL SHALL BE REQUIRED BY THE COUNTY ON COMMERCIAL, INDUSTRIAL, OR MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION WHERE SPECIAL DRAINAGE SHALL BE TO FLOW ANY DESIGNATED MINIMUM DRAINAGE EASEMENT TO SAME LOTS BOUNDARIES.

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

20. TxDOT DRIVEWAY AND UTILITY PERMITS ARE REQUIRED FOR THIS SUBDIVISION FOR LOTS 89-97 PRIOR TO CONSTRUCTION OF DRIVEWAYS ON SH 107 (MILE 7 NORTH ROAD) AND THE ISSUANCE OF THE BUILDING PERMIT FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

21. SHARED DRIVEWAYS SHALL BE REQUIRED ON LOTS 90-91, 94-95, 96-97. ANY DEVIATION ON DRIVEWAY ACCESS REQUIRES THE APPROVAL OF THE PREVAILING "DRIVE" AUTHORITY (TxDOT OR C).

OWNER'S DEDICATION

COUNTY OF HIDALGO

I, PATRICIA S. FLETCHER AS OWNER OF THE 38.89 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS NARANJOS SUBDIVISION PHASE II, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE, THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.0032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OF SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF THE STATE OF HIDALGO;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AN COMPLETE.

BY: _____ DATE: 4-17-08
OWNER: LOS NARANJOS No.2, LTD.
BY: CASA VERDE GROUP, L.C., ITS SOLE GENERAL PARTNER
P.O. BOX 3610
PHARR, TEXAS 78577
PATRICIA S. FLETCHER, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON April 7, 2008, BY PATRICIA S. FLETCHER, PRESIDENT OF CASA VERDE GROUP, L.C., GENERAL PARTNER OF LOS NARANJOS No.2, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP.

[illegible]
NOTARY PUBLIC, STATE OF TEXAS
MY CONSTANT EXPIRES: [illegible]

CLARISSA M. YBARRA
My Commission Expires
March 23, 2011

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0025(c)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE LOS NARANJOS SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT.

ON THIS THE _____ DAY _____, 2008 A.D.

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, ARTURO GUAJARDO JR., COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORDING AT _____ A.M. / P.M. ON THE _____ DAY OF _____ 2008 A.D. I FURTHER CERTIFY THAT THE APPROPRIATE FEES WERE PAID AND THE SAME WAS RECORDED IN VOLUME _____, PAGE(S) _____ OF THE MAP RECORDS OF HIDALGO COUNTY AT _____ A.M. / P.M. ON THE _____ DAY OF _____, 2008 A.D.

ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, I LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

[illegible] 4-7-08
JAVIER HINOJOSA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 74805

STATE OF TEXAS
COUNTY OF HIDALGO

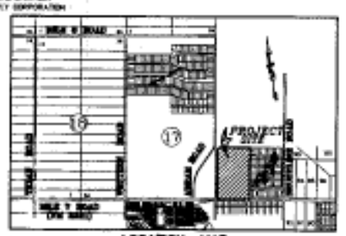
I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF NORTHFIELD ACRES SUBDIVISION AND LOTS 1 THRU 5, AND HIDALGO SUBDIVISION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON [illegible]

[illegible]
CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
CVQ LAND SURVEYING
517 DEARMONT AVENUE
MCALLEN, TEXAS 78501
(956) 618-1551 — DATE SURVEYED: [illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 THIS THE 21ST DAY OF FEBRUARY, A.D. 2007 A.D. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6; PROVIDED, HOWEVER, THAT THE DEVELOPER AGREES TO BE RESPONSIBLE FOR COMPLYING WITH ANY AND ALL PERMITTING REQUIREMENTS REQUIRED BY THE STATE OF TEXAS AND/OR THE TCEQ RELATING TO DRAINAGE.

[illegible] — DISTRICT PRESIDENT — Date: 11/15/2007
[illegible] — SECRETARY — Date: 11/15/2007



PRINCIPAL CONTACTS:			
NAME / ADDRESS	CITY & ZIP	PHONE & FAX	
OWNER: JOSEPH S. FLETCHER, PRESIDENT — P.O. BOX 180	PHARR, TX 78577	581-5331/787-0565	
ENGINEER: JAVIER HINOJOSA, PE — 415 S. DOVE AVENUE	MCALLEN, TX 78504	668-1588/994-8102	
SURVEYOR: CARLOS VASQUEZ, RPLS — 517 DEARMONT AVE.	MCALLEN, TX 78501	618-1551/618-1547	

DATE OF PREPARATION: APRIL 27, 2007 DRAWN BY: P. GONZALEZ

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
415 S. DOVE AVENUE McALLEN, TEXAS 78504
PHONE: (956) 668-1588

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

LOS NARANJOS SUBDIVISION PHASE II IS LOCATED IN PRECINCT 3 OF HIDALGO COUNTY, 1043.07 FEET WEST SIDE OF BRUSHLINE ROAD, AND THE NORTH SIDE OF MILE 7 NORTH ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF MISSION, POPULATION OF 60,736. LOS NARANJOS LIES APPROXIMATELY 5 MILES FROM THE CITY LIMITS. IT IS NOT WITHIN THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT §42.021, BUT IT IS WITHIN THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE §212.001.

REVISIONS		
1	11-15-07	OWNERSHIP AND ACKNOWLEDGEMENT

SHEET NO. 1 OF 3

S:\2007\Hidalgo County\Subdivision\LOS NARANJOS PH II\dwg\LNPH2Plat.dwg Modified: 3/31/2008 10:30:14 AM

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: April 16, 2008

RE: **Birch Subdivision Phase I Subdivision – Pct. 1**
Final Approval with Financial Guarantee

Birch Subdivision Phase I is a twenty seven (27) lot subdivision located on the intersection of Northeast of FM 493 and Mile 16 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 05, 2007. The proposed subdivision lies within Zone "X & AH" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on FM 493 and twenty (20) feet on Mile 16 North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on FM 493 that will serve as the primary source of water for the proposed development.

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

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on September 25, 2007. The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit from Texas State Bank in the amount of $27,000.00 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of twenty seven (27) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **April 15, 2008**.

BIRCH SUBDIVISION, PHASE I

HIDALGO COUNTY, TEXAS.

BEING A 60.886 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF A PORTION OF BLOCK 185 AND ALL OF BLOCK 186, LA BLANCA AGRICULTURAL CO. SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 20, PAGE 43, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT (LOTS 1-10)..... 50.00' OR GREATER FOR EASEMENTS
   FRONT (LOTS 11-27)..... 45.00' OR GREATER FOR EASEMENTS
   REAR (LOTS 1-10)..... 20.00' OR GREATER FOR EASEMENTS
   REAR (LOTS 11-27)..... 25.00' OR GREATER FOR EASEMENTS
   SIDE..... 6.00' OR GREATER FOR EASEMENTS.
   SIDE (LOT 1)..... 10.00' OR GREATER FOR EASEMENTS.
   SIDE (LOT 10)..... 15.00' OR GREATER FOR EASEMENTS.
2. FLOOD ZONE DESIGNATION: ZONE "AH" & "X".
   ZONE "AH": AREAS OF FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED.
   ZONE "X": AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
   COMMUNITY PANEL NO. 480334 0260 C. REVISED TO REFLECT LOMR DATED MAY 30, 2000. EFFECTIVE DATE: JUNE 6, 2000.
   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0450 C EFFECTIVE DATE JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE 100% FLOOD PLAIN ENCROACHMENT IDENTIFIED AS STOCK AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSIDERATION BY REGISTERED ENGINEER WITH KEY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS REQUIRED UNLESS THE HOUSING UNITS ARE FLOOD INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATIONS SHALL BE 1.0' ABOVE CENTERLINE TOP OF ROAD OR LOT GRADE WHICHEVER IS GREATER. ELEVATIONS ESTABLISHED BY THE REGISTERED ENGINEER OR LAND SURVEYOR. ALL HOUSES WITHIN THE SUBDIVISION SHALL BE CONSTRUCTED WITH FINISH FLOOR ELEVATIONS AS ESTABLISHED BY A REGISTERED ENGINEER OR LAND SURVEYOR. FINISH FLOOR ELEVATIONS ESTABLISHED SHALL BE ESTABLISHED TO ENSURE THAT ALL HOUSES WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
   IF ANY SITES RECOMMENDED FOR A BASE FLOOD ELEVATION (BFE) OF 21.0 (DUMA 29 IMPROVED ON NAVD 88) OR LESS, THE FINISH FLOOR ELEVATION FOR THE SUBDIVISION IS RECOMMENDED THAT THE MINIMUM FINISHED FLOOR ELEVATION FOR EACH LOT SHALL BE 23.00.
4. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 DEVELOPMENT MAY BE REQUIRED TO DEVELOP 34.00 ± ACRE OF DETENTION LAKE(S) WITH A MINIMUM CAPACITY OF 1,020,000 CUBIC FEET, AND A MINIMUM DETENTION VOLUME WITHIN EACH RESPECTIVE LOT OF 4,250.0 CUBIC FEET. SEE DRAINAGE REPORT ON THESE SHEET FOR DRAINAGE DETENTION.
5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY BUYER WHO SHALL RECEIVE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHAL APPROVAL, APPLICATIONS FOR CONSTRUCTION ARE RELEASED PRIOR TO RECEIVING LOT.
6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH REBAR AT 10 INCH LONG (MIN) POST.
7. NO STRUCTURE SHALL BE OCCUPIED EXCEPT ANY EASEMENT EXCEPTION SHALL BE KEPT CLEAR OF FENCES, BUSHES, TREES, SHRUBS, SHEDS, AND ON-AIR PLANTS, EXCEPT LOW GROWING GRASS (NO MORE THAN 12 INCHES ABOVE GROUND LEVEL) AND OTHER OBSTRUCTIONS THAT SHOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.
8. THE SEPTIC TANK FACILITY SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.
9. ON-SITE SEWAGE FACILITIES (SEPTIC TANK):
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH STATE AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
   THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN APPROVED SYSTEM ALL LOTS.
   A. SEWAGE SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
   B. A DEVELOPER DETAILED SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
   C. EACH LOT IN THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA REQUIREMENT AND THE DEPARTMENT'S RULES AND REGULATIONS OF TCEQ.
   D. SEWER SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED REPRESENTATIVE.
   E. APPROVED SEWAGE PLANS SUBMITTED TO AND ACCEPTED BY HIDALGO COUNTY DEPARTMENT OF HEALTH BEFORE CONSTRUCTION BEGINS. ANY CHANGES IN THE APPROVED PLANS MUST BE APPROVED BY THE HEALTH DEPARTMENT PRIOR TO CONSTRUCTION. ANY CHANGES MADE WITHOUT APPROVAL WILL RESULT IN THE DISAPPROVAL OF THE SYSTEM.
   F. APPROVED "PUBLIC" SEWAGE INSTALLATIONS IS REQUIRED INCLUDING REMOVAL OF PLUMBING FACILITIES FROM NOT RESULTING A USE.
10. A SPECIAL DESIGN IS REQUIRED FOR ALL STRUCTURES LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
    1. HIGH-DRIVE OF SEPTIC TANK(S). 2. EACH FLOW HOUSE. 3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.
11. MINOR (SIGNAL), PRESIDENT OF DMK TREE INVESTMENTS, INC., OWNER & SUBDIVIDER OF BIRCH SUBDIVISION, PHASE I, HEREBY AN ENGINEER APPROVAL LOT FOR THE PURPOSE OF HIDALGO AN APPROVED SITE ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DISCLOSING FOR AND WHICH WATER, SEWER, ELECTRICITY, AND GAS SERVICES WAS OR WERE AVAILABLE TO THE SUBDIVISION.
13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
14. BENCHMARK NOTE:
    THE FOLLOWING BENCHMARK IS DERIVED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
    DNA NO. 1 - CUT+ MILES. DESCRIPTION: DN 20 NAIL SET INTERSECTION OF F.M. 493 AND F.M. 402 THE SOUTHEAST CORNER ABOUT 3' NORTHEAST OF RIGHT OF WAY MARKER.
    DNA NO. 2 - CUT+ MILES. DESCRIPTION: 4" DISK IN CONCRETE LOCATED 60' EAST OF INTERSECTION OF PROPOSED SUBDIVISION. BIRCH, 1000' NE.
15. ALL PUBLIC UTILITY EASEMENTS DESCRIBED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY SUBDIVISION REGULATIONS, UNLESS OTHERWISE NOTED. DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE LAST RECORDED OF EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
16. DRAINAGE SHALL EASEMENTS (DRE): NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SHALL EASEMENT. THEIR DRAINAGE SHALL EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUSHES, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SHALL EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SAME.
17. AN CITY/COUNTY PLANNING USE SITE PLANS OR DRAWINGS FROM APPROVAL OF THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY PROJECT AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR CONSTRUCTION PERMIT. NO PERMIT OF LIKE CONSTRUCTION SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND UTILITY PLAN ARE APPROVED AND PROPERLY FILED WITH THE CITY/COUNTY IN ACCORDANCE WITH SUBDIVISION AND STATE STANDARDS.
18. ANY INDIVIDUAL ACCESS SHALL BE PERMITTED TO LOTS 1 THRU 6 FROM F.M. 493. A 20.0 FOOT ACCESS EASEMENT 40.00 FEET BY MEASURED BY THIS PLAT FOR SHARED PRIVATE ACCESS FOR LOT 1 THRU 6 FROM F.M. 493. ACCESS FROM F.M. 493 TO LOTS 1 THRU 6 SHALL BE PERMITTED THRU 20' ACCESS. THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) IS RESPONSIBLE FOR ACCESS FOR LOTS 1 THRU 6 FROM F.M. 493 IN ACCORDANCE WITH TEXAS ACCESSIBILITY MANUAL.
19. GRANTEE INVESTMENTS, RIGHTS AND ASSIGNS, HAS AGREED TO AND SHALL BE RESPONSIBLE FOR ALL EXPENSES INCURRED TO THE RELOCATION OF AN EXISTING PRIVATE CONCRETE DRIVEWAY LINE LOCATED WITHIN THE 150.0'-R/W AND ABOVE THE EAST SIDE OF SAID PARALLEL TO F.M. 493 AT SAID'S END. SAID TXDOT REVIEWS DEPARTMENT OF TRANSPORTATION REQUESTS THE RELOCATION OF SAID LINE. F. D. UNDERSTOOD THAT THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE DONNA IRRIGATION DISTRICT SHALL BE RESPONSIBLE FOR THE RELOCATION, REMOVAL, REPAIR, OR PLACEMENT OF SAID LINE INCLUDING RELATED EXPENDITURES.
20. ACCESS MAY BE GRANTED FROM (M) THE NORTH ROAD DURING DISCRETE PERMIT STAGE SUBJECT TO AN APPROVED SITE PLAN SHOWING THE LOCATION OF THE PROPOSED DRIVEWAY.
21. LOT PURCHASERS ARE HEREBY PLACED ON NOTICE THAT A DRAINAGE REQUIRED MAY BE REQUIRED FROM THE COUNTY OF HIDALGO FOR A MINIMUM FLOOR ELEVATION FOR FUTURE BUILDING CONSTRUCTION PRIOR TO OBTAINING A BUILDING PERMIT. THE MINIMUM FINISHED FLOOR ELEVATION IS 23.00. DRAINAGE ELEVATIONS BY NATIONAL GEODETIC DATUM FROM 1912 TO 11.0.

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

BIRCH SUBDIVISION, PHASE I, IS LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF F.M. 493 ROAD AND MILE 18 NORTH ROAD, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (TYPICAL) BIRCH SUBDIVISION, PHASE I, DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF DONNA. IT IS NOT WITHIN THE FIVE MILE EXTRATERRITORIAL JURISDICTION OF DONNA UNDER LOCAL GOVERNMENT CODE 212.001 AND IS LOCATED WITHIN PRECINCT NO. 1.

50.0' CORNER CLIP		
C.P.	LENGTH	BEARING
A	70.71	S.00°51'00"W

PHASE I		
LOTS	SQ. FT.	ACRES
1-9	24,980.73	0.943
0	23,318.15	0.535
7	46,242.84	1.063
8-10	60,753.51	1.394
12-27	172,800.00	3.967

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATE: _____

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT No. 1 ON THIS THE ____ DAY OF _____, 2_____

ATTEST: _____ _____
PRESIDENT SECRETARY

NOTE: THE IRRIGATION LINE AND VALVES ARE NOT PART OF THE DISTRICT'S FACILITIES AND WILL NOT BE MAINTAINED BY THE DISTRICT.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR"WHETHER ONE OR MORE PERSONS ARE MARKED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTES THIS INSTRUMENT THIS ___DAY OF 200___.

_____
DEVELOPER

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), DMK TREE INVESTMENTS, INC., AS OWNER(S) TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS BIRCH SUBDIVISION, PHASE I, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HEREATO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR EMPIRES, ALL STREETS, RATED WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, AND IF PROVIDED AS AN ALTERNATIC SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

_____ _____
OWNER: DMK TREE INVESTMENTS DATE
ROGER RECHTEL, PRESIDENT
2410 PASEO DEL LAGO
PALMHURST, TEXAS 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, 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 PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY

OF _____, 2008.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF BIRCH SUBDIVISION, PHASE I, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF BIRCH SUBDIVISION, PHASE I, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF BIRCH SUBDIVISION, PHASE I, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____ 2008.

ATTEST:
_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, TEXAS
THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____
O'CLOCK _____ M. ON _____ AND WAS RECORDED
IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY
AT _____ O'CLOCK _____M. ON _____ 2008.

_____ _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER NO. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ACCURATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT THE AREAS BEING PLATTED HEREIN AS BIRCH SUBDIVISION, PHASE I, AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE FRONT) IS LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____ _____
DAVID OMAR SALINAS, P.E. DATE
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
DAVID O. SALINAS, R.P.L.S. DATE
REG. PROFESSIONAL LAND SURVEYOR #5782

LOCATION MAP SCALE 1"=3000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2200 DAFFODIL AVENUE — MCALLEN, TEXAS 78501
(956) 682-8081 (956) 686-1400 (FAX)
DATE OF SURVEY: JUNE 13, 2007
DATE PREPARED: MARCH 13, 2008

PLAT SHEET 1 OF 2

METES AND BOUNDS DESCRIPTION

BEING A 60.886 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF A PORTION OF BLOCK 185 AND ALL OF BLOCK 186, LA BLANCA AGRICULTURAL CO. SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 20, PAGE 43, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 60.886 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 186 LOCATED IN THE CENTER OF F.M. 493 (ALSO KNOWN AS LA BLANCA ROAD) AND MILE 18 NORTH ROAD FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 89 DEGREES 08 MINUTES EAST, CONCIDENT WITH THE WEST LINE OF SAID BLOCK 186 LOCATED IN THE CENTER OF SAID F.M. 493, A DISTANCE OF 1331.83 FEET TO A ½ INCH SET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 80 DEGREES 10 MINUTES EAST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 186, A DISTANCE OF 449 FEET PASS A 1" INCH DIAMETER IRON PIPE FOUND ON THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID F.M. 493, AT A DISTANCE OF 1,143.35 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 09 DEGREES 00 MINUTES EAST, PARALLEL WITH THE EAST LINE OF SAID BLOCK 186 AND THE WEST LINE OF SAID BLOCK 185, A DISTANCE OF 330.00 FEET TO A ½ INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 185 FOR A NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, South 80 DEGREES 51 MINUTES EAST, CONCIDENT WITH THE NORTH LINE OF SAID BLOCK 186, A DISTANCE OF 1650.0 FEET PASS THE NORTHEAST CORNER OF SAID BLOCK 186 AND THE NORTHWEST CORNER OF SAID BLOCK 185, CONTINUING CONCIDENT WITH THE NORTH LINE OF SAID BLOCK 185, A TOTAL DISTANCE OF 1,649.0 FEET TO A ½ INCH DIAMETER IRON ROD SET ON THE NORTHEAST CORNER OF SAID BLOCK 185 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, South 09 DEGREES 00 MINUTES WEST, CONCIDENT WITH THE EAST LINE OF SAID BLOCK 185, A DISTANCE OF 1,330.0 FEET PASS A ½ INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 18 NORTH ROAD, AT A DISTANCE OF 1,320.0 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD SET ON THE SOUTHEAST CORNER OF SAID BLOCK 185 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, NORTH 80 DEGREES 51 MINUTES WEST, CONCIDENT WITH THE SOUTH LINE OF SAID BLOCKS 185 AND 186 AND BEING IN THE CENTER OF SAID MILE 18 NORTH ROAD, A DISTANCE OF 1,320.0 FEET PASS THE SOUTHWEST CORNER OF SAID BLOCK 185 AND THE SOUTHEAST CORNER OF SAID BLOCK 186, CONTINUING WITH THE SOUTH LINE OF SAID BLOCK 186 FOR A TOTAL DISTANCE OF 2,968.36 FEET TO THE POINT OF BEGINNING, CONTAINING 60.886 GROSS ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: RECORDED PLAT OF SAID LA BLANCA AGRICULTURAL CO. SUBDIVISION, HIDALGO COUNTY, TEXAS

H:\SUBDIVISION\PLATS\BIRCH SUBD\METES AND BOUNDS.RTF

INDEX SHEET OF BIRCH SUBDIVISION, PHASE I	
SHEET 1	HEADING, NOTES, LOCATION AND PERSPECTIVE, SURVEYOR'S PLAT WITH LOTS, STREETS, AND EASEMENTS DIMENSIONS, LEGAL DESCRIPTION (METES & BOUNDS), SURVEYOR'S CERTIFICATE, DEDICATION, CERTIFICATE OF APPROVAL, PLAT NOTES, AND RESTRICTIONS.
SHEET 2	WATER DISTRIBUTION AND TRANSMISSION MAINS (WHERE) PLAN, CONFIGURATIONS BETWEEN STRUCTURES AND MAINLINE PIPELINES, INCLUDING DESCRIPTIONS OF WATER AND WASTE WATER UNITS AND EASEMENTS, DESCRIPTION, DRAINAGE AND OTHERWISE, RECORDS, SAMPLE OF LOG SHEET FOR CHECK SYSTEM, TYPICAL WATER SERVICE CONNECTION DISCLOSURE STATEMENTS AND STATEMENT. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL WORK THE DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, HEREON NOTES.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ROGER RECHTEL DMK TREE INVESTMENTS, INC.	2400 PASEO DEL LAGO	PALMHURST, TEXAS 78573	(956) 380-5182	(956) 727-4297
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL	MCALLEN, TEXAS 78501	(956) 682-8081	(956) 686-1400
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL	MCALLEN, TEXAS 78501	(956) 682-8081	(956) 686-1400

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW BY/OR OF THE COUNTY OF HIDALGO AND MAY/OR SHALL NOT BE USED UNDER THE AUTHORITY OF DAVID OMAR SALINAS P.E. TX. REG. NO. 71973 ON MARCH 13, 2008. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL — McALLEN, TEXAS 78501
(956) 682-8081 (956) 686-1400 (FAX)

AI-8834 **14.A.**

Elections

CC REGULAR

Date: 04/22/2008
Submitted By: Teresa Navarro, ELECTIONS DEPT.
Department: ELECTIONS DEPT.
Agenda Area: Elections Administration

Information

CAPTION

Elections Services Agreement (leasing of voting equip) between the County of Hidalgo and Mission ISD for their May 10, 2008 Board of Trustee Election

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs associated with election services shall be paid by the entity requesting the service, as per the terms and conditions of the agreement attached. Please refer to attachment.

Attachments

Link: Mission ISD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 08:14 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/15/2008 09:24 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 08:50 AM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:20 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV

Form Started By: Teresa Navarro Started On: 04/10/2008 04:38 PM

Final Approval Date: 04/17/2008

THE STATE OF TEXAS §
§ CONTRACT FOR THE LEASE OF VOTING SYSTEMS
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Teresa R. Navarro, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 123.032.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on Saturday, May 10, 2008 and desires to lease Direct Recording Electronic voting systems from the ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for such voting systems to be provided by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for the ENTITY'S lease of the DRE iVotronic v. 8.0.1.0 voting systems and Optical Scan Model 650 v. 1.2.0.0 voting systems, as described in Artictle II, that are to be provided by ADMINISTRATOR'S office and used by the ENTITY in its May 10, 2008 election and any runoff election, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to ENTITY the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment, including the DRE iVotronic v. 8.0.1.0 voting systems and Optical Scan Model 650 v. 1.2.0.0 voting systems for each of ENTITY'S polling

locations and the transportation of such equipment to and from the polling locations, including early voting substations, for ENTITY;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by ENTITY;

(C) Provide information regarding the election equipment to be provided by ADMINISTRATOR pursuant to section (A) to ENTITY'S election officers;

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of ENTITY'S election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the ENTITY'S May 10, 2008 election have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, ENTITY agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each DRE iVotronic voting system and $100.00 leasing fee for each Optical Scan Model 650 voting system requested by the ENTITIY, in addition to a $50.00 flat programming fee to cover the

programming of all the voting systems retained by the ENTITY under this Agreement for the ENTITY'S May 10, 2008 election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by ENTITY within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the "Hidalgo County Elections Administrator" and mailed to:

Teresa R. Navarro
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED DUE TO THE ENTITY'S NEGLIGENT USE OR CARE OF THE ELECTON EQUIPMENT,THE ENTITY SHALL BE LIABLE FOR SUCH DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 12th day of March, 2008

ELECTIONS ADMINISTRATOR

BY: _____
Raymond Longoria,
MISSION CISD BOARD PRESIDENT

BY: _____
TERESA R. NAVARRO

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-8844 **14.B.**

ELECTIONS

CC REGULAR

Date: 04/22/2008

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Area: Elections Administration

Information

CAPTION

Elections Service Agreement (leasing of voting equip) between the County of Hidalgo and the City of San Juan, Texas for their May 10, 2008 Municipal Election

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs associated with the election service shall be paid by the entities requesting the service as outlined in the caption (reimbursement basis to Elections Dept). All applicable fees for the service shall be paid by the entity requesting the service as well. Please refer to attachment.

Attachments

Link: SAN JUAN CITY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 08:16 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/15/2008 09:33 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 08:52 AM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:20 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV

Form Started By: Teresa Navarro Started On: 04/11/2008 09:20 AM

Final Approval Date: 04/17/2008

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Teresa R. Navarro, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the City of San Juan, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, City of San Juan, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 10, 2008 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, City of San Juan and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to City of San Juan for its election to be held on May 10, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to City of San Juan the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for City of San Juan;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by City of San Juan;

(C) Provide information for election officers;

(D) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by City of San Juan, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of City of San Juan election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, City of San Juan agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by City of San Juan within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Teresa R. Navarro
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the City of San Juan and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 10th day of April, 2008

ELECTIONS ADMINISTRATOR

BY: _____
TERESA R. NAVARRO

City of San Juan
NAME OF LEASING ENTITY

BY: _____

PRINT: San Juanita Sanchez

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-8847 **14.C.**

ELECTIONS

CC REGULAR

Date: 04/22/2008

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Area: Elections Administration

Information

CAPTION

Elections Services Agreement (leasing of voting equip)between the County of Hidalgo and the City of Pharr for their May 10, 2008 Municipal Election
Elections Services Agreement (leasing of voting equip) between the County of Hidalgo and Donna ISD for their May 10, 2008 School Bond Election

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs associated with the election service shall be paid by the entities requesting the service as outlined in the caption (reimbursement to Elections Dept). All applicable fees for the service shall be paid by the entity requesting the service. Please refer to attachment.

Attachments

Link: PHARR CITY

Link: DONNA ISD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 08:17 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/15/2008 09:49 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 08:53 AM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:20 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV

Form Started By: Teresa Navarro Started On: 04/11/2008 02:13 PM

Final Approval Date: 04/17/2008

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Teresa R. Navarro, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF PHARR, hereinafter referred to as "THE ENTITY," (Name of Entity) pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, CITY OF PHARR, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 10, 2008 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on May 10, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to THE ENTITY the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for THE ENTITY;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY;

(C) Provide information for election officers;

(D) ~~Provide general overall supervision of the election and advisory services and~~ N/A

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY MCCOPAL PHARR election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, **THE ENTITY** agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by **THE ENTITY** within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Teresa R. Navarro
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the **THE ENTITY** and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this ____ day of _____, 2008

ELECTIONS ADMINISTRATOR

BY: _____
TERESA R. NAVARRO

CITY OF PHARR
NAME OF LEASING ENTITY

BY: _____

PRINT: FRED SANDOVAL

TITLE: CITY MANAGER

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Teresa R. Navarro, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the DONNA INDEPENDENT SCHOOL DISTRICT **, hereinafter referred to as "THE ENTITY,"**
(Name of Entity) **pursuant to Texas Election Code Section 31.092.**

RECITALS

WHEREAS, DONNA I.S.D. **, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 10, 2008 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and**

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, DONNA I.S.D. **and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;**

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to DONNA I.S.D. **for its election to be held on May 10, 2008 and any Runoff, if applicable.**

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to DONNA I.S.D. **the following general services:**

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for DONNA I.S.D.;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by DONNA I.S.D.;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by DONNA I.S.D., preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of DONNA I.S.D. election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, DONNA I.S.D. agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by DONNA I.S.D. within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Teresa R. Navarro
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the DONNA I.S.D. and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 8TH day of APRIL, 2008

ELECTIONS ADMINISTRATOR

BY: _____
TERESA R. NAVARRO

Roberto F. Loredo
NAME OF LEASING ENTITY

BY: _____

PRINT: ROBERTO F. LOREDO

TITLE: Interim Superintendent

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: Maria Teresa Gonzales

PRINT: Maria Teresa Gonzales

TITLE: Notary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

MARIA TERESA GONZALES
Notary Public, State of Texas
My Commission Expires
JULY 16, 2008

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-8928 **14.D.**

ELECTIONS

CC REGULAR

Date: 04/22/2008

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Area: Elections Administration

Information

CAPTION

Elections Services Agreement (leasing of voting equip) between County of Hidalgo and City of Edinburg for their May 10, 2008 Municipal Election

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs associated with the election service shall be paid by the entity requesting the service as outlined in the caption. All applicable fees for the service shall be paid by the entity requesting the service as well. Please refer to attachment.

Attachments

Link: EDINBURG CITY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/17/2008 10:04 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/17/2008 01:51 PM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 04:55 PM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 05:27 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 08:09 AM	APRV

Form Started By: Teresa Navarro Started On: 04/16/2008 04:50 PM

Final Approval Date: 04/18/2008

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Teresa R. Navarro, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the City of Edinburg, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the City of Edinburg, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 10, 2008 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the City of Edinburg and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the City of Edinburg for its election to be held on May 10, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the City of Edinburg the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the City of Edinburg;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the City of Edinburg;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the City of Edinburg, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the City of Edinburg election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, the City of Edinburg agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by the City of Edinburg within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Teresa R. Navarro
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the City of Edinburg and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 14th day of April, 2008

ELECTIONS ADMINISTRATOR

BY: _____

TERESA R. NAVARRO

CITY OF EDINBURG
NAME OF LEASING ENTITY

BY: _____

PRINT: Juan Jose "J.J." Rodriguez

TITLE: City Manager

APPROVAL COUNTY OF HIDALGO:

BY: _____

JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____

PRINT: Myra L. Ayala Garza

TITLE: City Secretary

ATTEST

BY: _____

ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

BY: _____

PRINT: Ric Gonzalez

TITLE: City Attorney

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

BY: _____

STEPHEN L. CRAIN

AI-8852 **14.E.**

ELECTIONS

CC REGULAR

Date: 04/22/2008

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Area: Elections Administration

Information

CAPTION

Elections Services Agreement (leasing of voting equip) between the County of Hidalgo and the City of Granjeno for their May 10, 2008 Municipal Election
Elections Services Agreement (leasing of voting equip) between the County of Hidalgo and the City of La Joya for their May 10, 2008 Municipal Election

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs associated with the election service shall be paid by the entities requesting the service as outlined in the caption (reimbursement basis to Elections Dept). All applicable fees for the service shall be paid by the entity requesting the service as well. Please refer to attachment.

Attachments

Link: GRANJENO CITY

Link: LA JOYA CITY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 08:26 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/15/2008 09:57 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 08:54 AM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:20 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV

Form Started By: Teresa Navarro Started On: 04/11/2008 03:06 PM

Final Approval Date: 04/17/2008

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Teresa R. Navarro, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the The City of Granjeno, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.
(Name of Entity)

RECITALS

WHEREAS, City of Granjeno, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 10, 2008 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof: and

WHEREAS, City of Granjeno and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to City of Granjeno for its election to be held on May 10, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to City of Granjeno the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for City of Grajeno;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by City of Grajeno;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by City of Grajeno, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of City of Grajeno election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, City of Granjeno agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by City of Granjeno within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Teresa R. Navarro
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the City of Granjeno and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 11 **day of** April, **2008**

ELECTIONS ADMINISTRATOR

BY: _____

TERESA R. NAVARRO

City of Grayson

NAME OF LEASING ENTITY

BY: Alberto Magallan

PRINT: ALBERTO MAGALLAN

TITLE: MAYOR

APPROVAL COUNTY OF HIDALGO:

BY: _____

JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: Rogelio Garcia

PRINT: Rogelio Garcia

TITLE: City Secretary

ATTEST

BY: _____

ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____

STEPHEN L. CRAIN

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Teresa R. Navarro, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the City of La Joya, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.
(Name of Entity)

RECITALS

WHEREAS, City of La Joya, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 10, 2008 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, City of La Joya and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to City of La Joya for its election to be held on May 10, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to City of La Joya the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for City of La Joya;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by City of La Joya;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by City of La Joya, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of City of La Joya election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, City of LA Joya agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by City of LA Joya within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Teresa R. Navarro
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the City of La Joya and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 11th **day of** April **, 2008**

ELECTIONS ADMINISTRATOR

BY: _____

TERESA R. NAVARRO

City of La Joya

NAME OF LEASING ENTITY

BY: _____

PRINT: Mike Alaniz

TITLE: City Administrator

APPROVAL COUNTY OF HIDALGO:

BY: _____

JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____

ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____

STEPHEN L. CRAIN

AI-8901 **14.F.**

ELECTIONS

CC REGULAR

Date: 04/22/2008

Submitted By: Teresa Navarro, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Agenda Area: Elections Administration

Information

CAPTION

Elections Services Agreement (leasing of voting equip) between the County of Hidalgo and the City of Weslaco for their May 10, 2008 Municipal Election.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs associated with the election service shall be paid by the entities requesting the service as outlined in the caption (reimbursement basis to Elections Dept). All applicable fees for the service shall be paid by the entity requesting the service as well. Please refer to attachment.

Attachments

Link: WESLACO CITY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/16/2008 03:30 PM	APRV
2	Veronica Lopez	Veronica Lopez	04/16/2008 03:48 PM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 08:49 AM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 11:04 AM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:19 AM	APRV

Form Started By: Teresa Navarro Started On: 04/16/2008 02:17 PM

Final Approval Date: 04/17/2008

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR **("ADMINISTRATOR"),** Teresa R. Navarro, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF WESLACO, hereinafter referred to as **"THE ENTITY,"** pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, CITY OF WESLACO, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on Saturday, May 10, 2008 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof: and

WHEREAS, CITY OF WESLACO and ADMINISTRATOR desire to enter into a contract selling out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to CITY OF WESLACO its election to be held on Saturday, May 10, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to CITY OF WESLACO the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for CITY OF WESLACO;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by CITY OF WESLACO;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election equipment; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF WESLACO, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF WESLACO election records.

ARTICLE V

TERM

5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY

OF WESLACO agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by the CITY OF WESLACO within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Teresa R. Navarro
Hidalgo County Elections Administrator
P.O. Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY OF WESLACO and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case anyone or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the

same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 16th day of April, 2008

ELECTIONS ADMINISTRATOR

BY: _____
PRINT: TERESA R. NAVARRO
TITLE: _____

CITY OF WESLACO

BY: _____
PRINT: BUDDY DE LA ROSA
TITLE: MAYOR

APPROVAL BY COUNTY OF HIDALGO

BY: _____
PRINT: _____
TITLE: COUNTY JUDGE

ATTEST:

BY: _____
PRINT: _____
TITLE: COUNTY CLERK

ATTEST:

BY: _____
PRINT: AMANDA C. ELIZONDO
TITLE: CITY SECRETARY

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

APPROVED AS TO FORM:

BY: _____
RAMON VELA, CITY ATTORNEY

AI-8857 **15.A.**

Payment for H.E.B.
CC REGULAR

Date: 04/22/2008
Submitted By: Patti Loya, TEXAS COOP. EXTENSION
Submitted For: Brad Cowan
Department: TEXAS COOP. EXTENSION
Agenda Area: Texas Cooperative Extension

Information

CAPTION

Requesting approval to process payment for H.E.Butt Grocery Company in the amount of $79.96 (P.O. #598014) and $58.09 (P.O. #596946) totaling $138.05 with authority for County Auditor to issue check after auditing procedures are completed.

BACKGROUND

The purpose of the purchase was to conduct educational events conducted by Texas AgriLife Extension Service. On March 13, 2008, the H.E.B. credit card was returned to the County Purchasing Agent.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-461-00-380-001-0-608/630
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Object Code 608 available balance as of 4/17/08 $1,012.92. PO#598014 available balance $75.00. PO increase request for $4.96 attached.

Object Code 630 available balance as of 4/17/08 $3,165.00; PO#596946 available balance $60.00

Attachments

Link: invoice
Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/17/2008 09:38 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/17/2008 03:28 PM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 05:03 PM	APRV
4	Dina Trevino	Dina Trevino	04/18/2008 09:17 AM	APRV
5	Manuel Chapa	Manuel Chapa	04/18/2008 09:40 AM	APRV
6	Sergio Cruz	Sergio Cruz	04/18/2008 11:31 AM	APRV

7	Purchasing Department	04/18/2008 05:37 PM	NEW
Form Started By: Patti Loya		Started On: 04/14/2008 01:33 PM	
Final Approval Date: 04/18/2008			

1 PARMESAN CHEESE GOLDFISH
1 Ea. @ 3/ 5.00 F 1.67
2 PIZZA GOLDFISH
1 Ea. @ 3/ 5.00 F 1.66
3 NBC PREMIUM CRACKERS MULT
2 Ea. @ 1/ 1.99 F 3.98
4 N O 100% WHOLE WHEAT ROU F 2.19
5 CABANA YELLOW BANANAS
2.62 Lbs @ 3/ 1.00 F 0.88
6 GREEN BARTLETT PEARS
1.89 Lbs @ 1/ 1.49 F 2.82
7 HCF CRANBERRY COCKTAIL
2 Ea. @ 1/ 1.79 TF 3.58
8 HCF CALCIUM FORTIFIED O.J
2 Ea. @ 1/ 1.39 F 2.78
9 SPLENDA SWEETNER PACKETS F 2.29
10 NBC TRISCUIT WAFERS REDUC
2 Ea. @ 1/ 2.96 F 5.92
11 PB RTB REESE'S PIECES COO
1 Ea. @ 2/ 5.00 F 2.50
12 HEB RED FAT SHREDDED CO-J F 2.37
13 HEB SUGR FREE DRK MIX-LEM TF 1.99
14 HCF BULK STRING CHEESE
4 Lbs @ 1/ 0.33 F 1.32
15 SMARTBEAT SINGLES F 2.68
16 PB RTB CHOCOLATE CHIP COO
1 Ea. @ 2/ 5.00 F 2.50
17 HEB SUGR FREE DRK MIX-PEA TF 1.99
18 CHOC GRAHAM GOLDFISH 100 F 2.99
19 GOLDFISH XTRA CHDR 100 CA F 2.99
20 LIPTON DECAF DIET TEA MIX F 3.29
21 HCF COFFEE CREAMER F 2.74
***** VOID LINE # 21 ******** 2.74-
22 HCF CLASSIC ROAST COFFEE F 5.39
***** VOID LINE # 22 ******** 5.39-
23 NATURES OWN LIGHT WHEAT F 2.56
24 SWEET N LOW SUGAR SUBSTIT F 3.14
25 HCF COFFEE CREAMER F 2.74
***** VOID LINE # 25 ******** 2.74-
********** Sale Subtotal*** 58.09
Sales Tax 0.62
********** Total Sale*** 58.71
Account No.:**********1001
Appr No.:013144
Ref No.:227496
58.71
*** HEB CTSY CRD 58.71

ITEMS PURCHASED: 29

HEB Food Drugs #2/590
901 TRENTON ROAD
McALLEN, TX 78504
Phone: (956) 618-0073
Pharmacy: (956) 618-1889
Fax: (956) 618-2695
Store Hours: 6 A.M. - 1 A.M.

Your Cashier:DAISY C.

1 001 Grocery REFUND
1 Ea. @ 1/ 0.62 F 0.62-
********** Sale Subtotal*** 0.62-
Account No.:**********1001
Appr No.:015177
Ref No.:229089
-0.62
Credit : 0.62 $

HEB Food-Drugs #2/590
901 TRENTON ROAD
McALLEN, TX 78504
Phone: (956) 618-0073
Pharmacy: (956) 618-1889
Fax: (956) 618-2695
Store Hours: 6 A.M. - 1 A.M.

Your Cashier:JESSICA S.

793632 01-09-08 10:06A 121/69/0590

2008 FEB 7 AM 8 50

RECEIVED
BY:
FEB 05 2008
HIDALGO COUNTY
TX COOPERATIVE EXT

APPROVED BY: Brad Cowan /IV
DATE: 2/5/08
P.O.# 596946

Purchase Order

COUNTY OF HIDALGO

PO#: 596946

DATE: 01/08/08

VENDOR: 15423 REQ:00123975

Email:

Phone:

H.E.B GROCERY COMPANY
646 SOUTH MAIN STREET
SAN ANTONIO TX 78204

BUYER: BRAD
SHIP TO: TEXAS COOPERATIVE EXTENSION
410 N. 13TH AVE
EDINBURG TX 78541

CONTACT:
SITE: TEXAS COOPERATIVE EXTENSION

Special Instructions:

1703

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		
1	EACH	Master Clothing Volunteers monthly meeting & installation of officers on 1/8/08.	60.00	60.00
		DO NOT DUPLICATE ORDER		
		Total		60.00
		**********		
		For Hidalgo County use only		
		8-1100-461-00-380-001-0-630 60.00		
		Approved		

Authorized by: Martha L. Salazar

Hidalgo County
Office of the
Texas Agricultural Extension Service

Purchase Justification Form

Employee Requesting Item(s): Adelita F. Figueroa Muñoz
Employee's Title: CExtAgent-FCS

Vendor: H E B
Date: 1/08/08
Amount: $ 58.09

Reason for Purchase: (Please be specific such as; program, event, or for general office use.)

For meeting and training of clothing instructors that attended meeting from 8:30 - 12:00 o'clock

Texas Cooperative
EXTENSION
The Texas A&M University System

ATTENDANCE RECORD

MCV Monthly mtg & Training	1-8-08
Activity or Event Extension Office	Date

Please sign in for our records

Name
Carmen Morales
Mary Cantu
Blanca Padilla
Elvira Villa
Cristina Reyes
Nancy Bary
Adriana Cantu
Victoria Moreno
Rosalinda Mireles
Izigane Salinas
Rosa B. Sanchez
ALMA CASTAÑEDA
Lima Corrizales
Dori Perez
Elizabeth Cuevas
Maria Rosa Cano
MARTHA RAMIREZ

AgriLIFE EXTENSION
Texas A&M System

Master Clothing Volunteers
Monthly Meeting
January 8, 2008

AGENDA

1. Oracion
2. Bienvenida Presidenta
3. Felicitar las que cumplean anos este mes
5. Abrir la junta

6. Asuntos pendientes
   Classes para el mes de enero
   Classes para el mes de febrero
   Reporte financiero.
7. Reconocer a las instructoras que estan presentes
8.. Instalacion de oficiales nuevos
9. Resumen de el programa
10. Ideas para Refrescos Nutritivos
    Discusion de productos nutritivos

11.. Clausura de la junta

FELICIDADES para las divinas damas que estan presente aqui. Recuerden que esta es su casa. Son bienvenidas siempre.
Gracias y Recuerde que usted ES MUY ESPECIAL!

8-1100-461-00-380-001-0-608

H-E-B

1	10 CT 7" CLEAR PLASTIC PL			
	2 Ea. @	1/ 3.99	T	7.98
2	LINETTE LUNCHEON NAPKIN W			
	2 Ea. @	1/ 2.47	T	4.94
3	CABANA YELLOW BANANAS			
	5.32 Lbs @	3/ 1.00	F	1.78
4	H-E-B PURE CANE SUGAR		F	1.69
5	SPLENDA SWEETNER PACKETS		F	3.99
6	LG RED DELICIOUS APPLES			
	1.77 Lbs @	1/ 0.99	F	1.75
7	COOKIES-VALENTINE HEARTS			
	3 Ea. @	1/ 2.99	F	8.97
8	HCF COFFEE CREAMER			
	2 Ea. @	1/ 2.74	F	5.48
9	HCF LIGHT CRANBERRY JUICE			
	4 Ea. @	1/ 2.39	TF	9.56
10	SPRITE ZERO			
	4 Ea. @	1/ 1.29	TF	5.16
11	KFT NAT CHEESE CUBES - MI			
	5 Ea. @	1/ 2.12	F	10.60
12	KFT NAT CHEESE CUBES COLB			
	5 Ea. @	1/ 2.12	F	10.60
13	HCF LITE FRUIT COCKTAIL J			
	8 Ea. @	1/ 0.76	F	6.08
14	V REESE'S PEANUT BTR HEAR			
	2 Ea. @	1/ 2.68	TF	5.36
15	V HERSHEYS KISSES W ALMON			
	2 Ea. @	1/ 2.49	TF	4.98
16	BRACH'S VAL PEPPERMINT NO			
	2 Ea. @	1/ 1.98	TF	3.96

********** Sale Subtotal*** 92.88

Sales Tax 3.46

********** Total Sale*** 96.34

3.46

*** TAX EXEMPT 3.46

Account No.:**********1001

Appr No.:066338

Ref No.:708624

92.88

*** HEB CTSY CRD 92.88

==========

ITEMS PURCHASED: 45

==========

HEB Food-Drugs #/172
1212 S. Closner
Edinburg, TX 78539
Phone: (956) 381-9136
Pharmacy: (956) 380-6219
Fax: (956) 380-2850
Store Hours: 6 a.m. to Midnight

Your Cashier:MARISOL C.
027818 01-27-08 2:10P 234/07/0172

PS1 [illegible] on 2/20/08
RECEIVED BY: Adelita Munoz on 1/27/08

P0#598014

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 116789

Received From: EXTENSION SRVS. 01/2/08 (YL) Date 01/29/08

1	01/27/08	REIMB.OF SUPPLIES	8-1100-461-00-380-001-0-608	12.92

Total: **12.92**

Check Total	.00
Cash Total	12.92
Credit Total	.00
Other Total	.00

Purchase Order

COUNTY OF HIDALGO

PO#: 598014

DATE: 01/25/08

VENDOR: 15423 REQ:00123978

Email:

Phone:

H.E.B GROCERY COMPANY
646 SOUTH MAIN STREET
SAN ANTONIO TX 78204

Vendor Acct:

BUYER: BRAD
SHIP TO: TEXAS COOPERATIVE EXTENSION
410 N. 13TH AVE
EDINBURG TX 78541

CONTACT:
SITE: TEXAS COOPERATIVE EXTENSION

Special Instructions: 1704

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
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
1	EACH	Mother-Daughter Tea at the Dustin Michael Sckula Memorial Library on 1/27/08.	75.00	75.00
		DO NOT DUPLICATE ORDER		
		Total		75.00
		********** For Hidalgo County use only		
		8-1100-461-00-380-001-0-630 75.00		
		Approved ----------		

Authorized by: Martha L. Salazar

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. *Terms and acceptance.* This order becomes a contract (1) when a signed acknowledgment of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgment of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgment hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgment thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other fights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2. *Inspection, warranty.* Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3. *Nonconforming goods.* All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.

4. *Product warranty.* Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract void able at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5. *Safety warranty.* Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by Buyer will be at Seller's expense.

6. *Price warranty.* The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.

7. *Invoices and Payments.* A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.

a. *Invoicing:* Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request, original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. *Payment:* Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8. *Gratuities.* The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. *Special tools and test equipment.* If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of Buyer and to the extent feasible shall be identified by Seller as such.

10. *Delivery time of essence.* Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept further deliveries.

11. *Seller to package goods.* Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable, (c) container number and total number of containers (e.g., box 1 of 4 boxes), and (d) the number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing list.

12. *Shipment under reservation prohibited.* Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. *Title and risk of loss.* The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. *Delivery terms and transportation charges.* F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. *Place of delivery.* The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16. *Warranty against infringement.* Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. *Compliance with law.* The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, and federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. *Indemnification by Seller.* Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. *Taxes.* Seller accepts liability for payment of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. *Conflicting terms.* If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. *Delegation, assignment.* Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. *Modification.* Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. *Cancellation.* Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. *Waiver of liens.* Seller hereby waives and relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. *Default.* Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. *Interpretation - Parol Evidence.* This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. *Applicable law.* This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. *Advertising.* Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. *Right to assurance.* Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. *Venue.* Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. *Prohibition against personal interest in contracts.* No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. *Miscellaneous.*

a. The seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.

e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.

AgriLIFE EXTENSION
Texas A&M System

MOTHER-DAUGHTER CELEBRATION
JANUARY 27, 2008

WELCOME

INTRODUCTIONS

How can we teach RESPECT?

COMMITMENT

COMMUNICATIONS

APPRECIATION

COMMUNICATIONS ACTIVITY

COPING ABILITY

TIME MANAGEMENT

REFRESHMENTS AND "BONDING" TIME

MUSIC

PRESENTATION OF FLOWERS TO MOTHERS

PRESENTATIONS OF FLOWERS TO DAUGHTERS

EVALUATION

ADJOURN

Educational programs of Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin.
The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Texas Cooperative
EXTENSION
The Texas A&M University System

ATTENDANCE RECORD

Activity: Mother Daughter Event Sekula Library	Date: 1-27-08

Please sign in for our records

	Name
1	Annie Moran
2	Sandra Gonzalez
3	Iris E. Garcia
4	Julie C Chavez
5	Janie G. Vielma
6	Pat Espericueta
7	Elizabeth Song
8	Rosie Penoli
9	Catherine Garcia
10	Abigail Gonzales
11	Harley Chavez
12	Sarah Penoli J.
13	Shali Song
14	Ana Vielma
15	Angelica Vielma
16	Tiffany Esperiue
17	Diana Olivarez
18	Kristin Garcia
19	Victoria Garcia
20	

Hidalgo County
Office of the
Texas Agricultural Extension Service

Purchase Justification Form

Employee Requesting Item(s): Adelita Figueroa Muñoz
Employee's Title: Co. Agent - Family & Consumer Science

Vendor: HEB
Date: 1/27/08
Amount: $ 79.96

Reason for Purchase: (Please be specific such as; program, event, or for general office use.)

Food items needed for programs on Mother-Daughter Character Education Program.

3/99

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Texas AgriLife Extension
Contact Name: Patti Loya
Telephone #: (956)383-1026

Purchase Order Number: 598014
Increase # _____ for this Purchase Order
Procurement Method:

TO: Vendor Number: 15423
Vendor Name: H E B
Address: 646 South Main Street
San Antonio, TX 78204

- ☐ Contract #
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$
1	Each	$75.00 Purchase Order for food Mother-Daughter Tea @ Dustin Sekula Memorial Library	~~4.96~~ 75.00 PJ	~~$79.96~~ 75.00 PJ
		Amount of Increase Request		$ 4.96
		TOTAL AMOUNT		$ 79.96

RECEIVED
APR 14 2008
By 4:20

Account Number: 8-1100-461-00-380-001-0-630 ~~$ 3205.00~~ 3200.00

Reason: Food items needed for program on Mother-Daughter Character Education Program

Authorization: _____ Department Head — Date 4/14/08

Reviewed by: _____ Purchasing Department — Date 4-14-08

Approved By: _____ Purchasing Agent — Date 4-14-08

Approved By: _____ Hidalgo County Auditor — Date _____

AI-8856 **16.A.**

2009 Indigent Defense Discretionary Grant
CC REGULAR

Date: 04/22/2008
Submitted By: Yvette Pacheco, PUBLIC DEFENDERS
Department: PUBLIC DEFENDERS
Agenda Area: Public Defender's Office

Information

CAPTION

Presentation, discussion, consideration and approval supporting the 2009 Indigent Defense Discretionary Grant Resolution letter, due April 29, 2008.

BACKGROUND

County Cash Match = $ 389,478
Funded by Task Force = $ 97,370
Additional county funding =

Presentation by:
-Hon. Judge Federico Garza
County Court at Law #4
Chair - Hidalgo County Public Defender's Office Oversite Committee

-Jaime E. Gonzalez
Chief Public Defender

Fiscal Impact

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

BUDGETARY IMPACT:

County Cash Match= $389,478
Funded by Task Force= $97,370
Additional County Funding=

Attachments

Link: R. Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 01:32 PM	APRV
2	Andres Castro	Andres Castro	04/16/2008 04:50 PM	APRV
3	Veronica Lopez	Veronica Lopez	04/17/2008 02:21 PM	APRV
4	Auditor's Office	Linda Fong	04/17/2008 05:11 PM	APRV
5	Mike Escaname	Mike Escaname	04/17/2008 05:23 PM	APRV

6	Linda Fong	Linda Fong	04/17/2008 05:47 PM	APRV
7	Dina Trevino	Dina Trevino	04/18/2008 09:15 AM	APRV
8	Veronica Lopez	Veronica Lopez	04/18/2008 10:36 AM	APRV
9	Dina Trevino	Dina Trevino	04/18/2008 04:59 PM	APRV
10	Purchasing Department		04/18/2008 05:37 PM	NEW

Form Started By: Yvette Pacheco

Started On: 04/14/2008 11:25 AM

Final Approval Date: 04/18/2008

2009 Hidalgo County Resolution
Indigent Defense Discretionary Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 71.062 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Jaime E Gonzalez is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2008.

_____
Juan D. Salinas
County Judge

Attest:

_____
County Clerk

Note: This Required Resolution is to obtain grant funds. Please do not alter it other than to fill in the optional spaces. Please direct request to alter to the Task Force's Special Counsel.

Internet Submission Form

After submitting the discretionary grant application on-line, the following Internet submission confirmation number was received #D200910820080222. This grant application submission was in accordance with the Commissioners Court Resolution above.

_____

Juan D. Salinas
County Judge

AI-8933 **17.A.**

Grand Jury Budget Amendment
CC REGULAR

Date: 04/22/2008
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Area: District Attorney

Information

CAPTION

Approval of 2008 appropriation of funds for the Grand Jury account (1100) in the amount of $2,000.00 (Note: Monies will be unreserved from account #8-1100-250-10-000-001-0-000 "Reserved Fund Balance-Grand Jury").

BACKGROUND

Monies will be used to pay for transcribing of grand jury tapes. Monies are to be unreserved by the Auditor's office from acct no. 8-1100-250-10-000-001-0-000 "Reserved Fund Balance-Grand Jury".

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-20-080-001-0-831
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $2,000.00 to fund payment for transcribing of grand jury tapes. Monies are to be unreserved from acct #8-1100-250-10-000-001-0-000 "Reserved F/B-Grand Jury".

Attachments

Link: Grand Jury BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/17/2008 10:06 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/17/2008 11:32 AM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 01:08 PM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 01:42 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 01:51 PM	APRV

Form Started By: Roy Cazares — Started On: 04/16/2008 05:06 PM

Final Approval Date: 04/17/2008

DATE: **April 22, 2008**
DEPARTMENT HEAD: **RENE GUERRA, CRIMINAL DISTRICT ATTORNEY**
DEPARTMENT NAME: **DISTRICT ATTORNEY'S OFFICE**
ACCOUNT NUMBER: **8-1100-412-20-080-001-0-XXX Grand Jury 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
8-1100-412-20-080-001-0-831	Grand Jury-Court Costs & Investigation	$2,000.00
TOTAL BUDGET INCREASE REQUEST		$2,000.00

REASON: **Appropriation of funds for the Grand Jury account (1100) to fund payment for transcribing of grand jury tapes.** ***Note: Monies are to be unreserved by the Auditor's office from acct no. 8-1100-250-10-000-001-0-000 "Reserved F/B-Grand Jury".***

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

AI-8848 **18.A.**

Operation Border-Star Grant
CC REGULAR

Date: 04/22/2008
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Area: Sheriff's Office

Information

CAPTION

Approval of salary schedule for the Operation Border-Star Grant previously approved by Commissioners' Court on 01/30/08.

BACKGROUND

The Sheriff's Office will be transferring the four officers currently assigned under the Operation Linebacker grant (Program 038) to this new grant effective 05/01/08.

On 01/30/08, our office did not submit the salary schedule for this new grant due to pending salary adjustments.

Fiscal Impact

Attachments

Link: border-star.salalry.schedule
Link: funding breakdown

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/14/2008 04:45 PM	APRV
2	Budget & Management	Dina Trevino	04/15/2008 09:27 AM	APRV
3	Rey Salazar	Rey Salazar	04/18/2008 09:51 AM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 02:02 PM	APRV
5	Mike Escaname		04/18/2008 05:37 PM	NEW
Form Started By: Emilia Uriegas			Started On: 04/11/2008 02:24 PM	
Final Approval Date: 04/18/2008				

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1284-421-00-280-043-8
Operation Border Star

AI-

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	SR. DEPUTY SHERIFF STEP II	$37,466.00	$0.00	$37,466.00	0.035	$1,311.00	$0.00	$38,777.00	$38,777.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,017.00
0002	113	DEPUTY SHERIFF STEP II	$34,060.00	$1,192.00	$35,252.00	0.0628	$2,214.00	$0.00	$37,466.00	$35,252.00	$240.00	$0.00	$0.00	$0.00	$0.00	$35,492.00
0003	113	SR. DEPUTY SHERIFF STEP II	$37,466.00	$0.00	$37,466.00	0.035	$1,311.00	$0.00	$38,777.00	$38,777.00	$300.00	$0.00	$600.00	$0.00	$0.00	$39,677.00
0004	113	DEPUTY SHERIFF STEP II	$35,252.00	$0.00	$35,252.00	0.0628	$2,214.00	$0.00	$37,466.00	$35,252.00	$240.00	$0.00	$0.00	$0.00	$0.00	$35,492.00
		TOTAL	$144,244.00	$1,192.00	$145,436.00		$7,050.00	$0.00	$152,486.00	$148,058.00	$1,020.00	$0.00	$600.00	$0.00	$0.00	$149,678.00

HIDALGO COUNTY
2008 FUNDING SCHEDULE

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY APPROVED	1284-421-00-280-038-7 TBSC Operation Linebacker Federal January 1 - April 30, 2008	1284-421-00-280-043-8 Operation Border Star May 1 - September 30, 2008	1100-421-00-280-001-0 Sheriff's Office October 1 - December 31, 2008
0001	113	SR. DEPUTY SHERIFF STEP II	$38,777.00	$12,876.33	$16,132.42	$9,768.25
0002	113	DEPUTY SHERIFF STEP II	$37,466.00	$12,441.00	$15,587.00	$9,438.00
0003	113	SR. DEPUTY SHERIFF STEP II	$38,777.00	$12,876.33	$16,132.42	$9,768.25
0004	113	DEPUTY SHERIFF STEP II	$37,466.00	$12,441.00	$15,587.00	$9,438.00
		TOTAL	$152,486.00	$50,634.66	$63,438.83	$38,412.50

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED LONGEVITY APPROVED	1284-421-00-280-038-7 TBSC Operation Linebacker Federal January 1 - April 30, 2008	1284-421-00-280-043-8 Operation Border Star May 1 - September 30, 2008	1100-421-00-280-001-0 Sheriff's Office October 1 - December 31, 2008
0001	115	SR. DEPUTY SHERIFF STEP II	$240.00	$79.69	$99.85	$60.46
0002	115	DEPUTY SHERIFF STEP II	$240.00	$79.69	$99.85	$60.46
0003	115	SR. DEPUTY SHERIFF STEP II	$300.00	$99.62	$124.81	$75.57
0004	115	DEPUTY SHERIFF STEP II	$240.00	$79.69	$99.85	$60.46
		TOTAL	$1,020.00	$338.70	$424.35	$256.95

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SUPPLEMENTAL PAY APPROVED	1284-421-00-280-038-7 TBSC Operation Linebacker Federal January 1 - April 30, 2008	1284-421-00-280-043-8 Operation Border Star May 1 - September 30, 2008	1100-421-00-280-001-0 Sheriff's Office October 1 - December 31, 2008
0001	117	SR. DEPUTY SHERIFF STEP II	$0.00	$0.00	$0.00	$0.00
0002	117	DEPUTY SHERIFF STEP II	$0.00	$0.00	$0.00	$0.00
0003	117	SR. DEPUTY SHERIFF STEP II	$600.00	$199.24	$249.62	$151.14
0004	117	DEPUTY SHERIFF STEP II	$0.00	$0.00	$0.00	$0.00
		TOTAL	$600.00	$199.24	$249.62	$151.14

NOTE: DATES AND SOURCE OF FUNDING ARE SUBJECT TO CHANGE BASED ON AVAILABILITY OF FUNDING

AI-8869 **19.A.**

GCAT

CC REGULAR

Date: 04/22/2008
Submitted By: Delia Rodriguez, COUNTY CLERK
Submitted For: Delia Rodriguez
Department: COUNTY CLERK
Agenda Area: County Clerk **Purchasing only:** County Clerk

Information

CAPTION

Approval to pay the 2008 membership renewal dues to the Govermental Collectors Association of Texas, Inc (GCAT) in the amount of $150.00, PO #595301, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Membership renewal amount is for the Governmental Collectors Association of Texas.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-40-180-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount availabe in PO #595301 is $150.00 for the Governmental Collectors Association of Texas, Inc.

Attachments

Link: GCAT Membership

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 01:36 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/15/2008 03:05 PM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 08:58 AM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:23 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:17 AM	APRV

Form Started By: Delia Rodriguez Started On: 04/15/2008 10:37 AM

Final Approval Date: 04/17/2008

Purchase Order

COUNTY OF HIDALGO

PO#: 595301

DATE: 11/29/07

VENDOR: 258482 REQ:00122304

Email:

Phone:

GOVERNMENTAL COLLECTORS ASSOC OF TX, INC
6001 W. PARMER LANE
SUITE 370-PMB 161
AUSTIN TX 78728

BUYER:

SHIP TO: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

CONTACT:

SITE: COUNTY CLERK

RECEIVED DEC 6 2007 HIDALGO COUNTY AUDITORS OFFICE

Special Instructions:

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		
1		GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS MEMBERSHIP RENEWAL FEE FOR NOE LOPEZ	50.00	50.00
1		GCAT MEMBERSHIP RENEWAL FEE FOR ARTURO GUAJARDO JR.	50.00	50.00
1		GCAT MEMBERSHIP RENEWAL FEE FOR JASON ROHR	50.00	50.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		150.00

****

For Hidalgo County use only

7-1100-415-40-180-001-0-584 150.00

8/10 855 mg

Approved

COPY

Authorized by: Martha L. Salazar

GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS, INC.

www.govcat.net

RECEIVED
DEC 6 2007
HIDALGO COUNTY
AUDITOR'S
OFFICE

INVOICE # 0242
(membership #)

GCAT MEMBERSHIP RENEWAL FEE FOR JASON ROHR

INVOICE DATE: NOVEMBER 15, 2007
DUE DATE: JANUARY 1, 2008

INVOICE AMOUNT: $50.00

Questions: contact Lorena Garcia/ 936-538-3574

INVOICE RECEIVED BY: _____ on 12/5/07
GOODS/SERVICES RECEIVED BY: _____ on _____

PAID JAN 29 2008

DUE UPON RECEIPT 7-1100-415-40-180-001-0-584 810
122304
595301

MAKE PAYABLE TO : GCAT
ATTN: LORENA GARCIA
P.O. BOX 2178
CONROE, TX. 77305

GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS, INC.

www.govcat.net

RECEIVED
DEC 6 2007
HIDALGO COUNTY
AUDITOR'S
OFFICE

INVOICE # 0243
(membership #)

GCAT MEMBERSHIP RENEWAL FEE FOR NOE LOPEZ JR.

INVOICE DATE: NOVEMBER 15, 2007
DUE DATE: JANUARY 1, 2008

INVOICE AMOUNT: $50.00

Questions: contact Lorena Garcia/ 936-538-3574

PAID JAN 29 2008

INVOICE RECEIVED BY: _____ on 12/5/07
GOODS/SERVICES RECEIVED BY _____ on _____

DUE UPON RECEIPT 7-1100-415-40-180-0001-0
122304
584
810
595801

MAKE PAYABLE TO : GCAT
ATTN: LORENA GARCIA
P.O. BOX 2178
CONROE, TX. 77305

GOVERNMENTAL COLLECTORS ASSOCIATION OF TEXAS, INC.

www.govcat.net

RECEIVED DEC 6 2007 HIDALGO COUNTY AUDITOR'S OFFICE

INVOICE # 0244
(membership #)

GCAT MEMBERSHIP RENEWAL FEE FOR ARTURO GUAJARDO JR.

INVOICE DATE: NOVEMBER 15, 2007
DUE DATE: JANUARY 1, 2008

INVOICE AMOUNT: $50.00

Questions: contact Lorena Garcia/ 936-538-3574

PAID JAN 2 3 2008

INVOICE RECEIVED BY: _____ on 12/5/07
GOODS/SERVICES RECEIVED BY: _____ on _____

DUE UPON RECEIPT 7-1100-415-40-180-001-0-584 810
122304 595301

MAKE PAYABLE TO : GCAT
ATTN: LORENA GARCIA
P.O. BOX 2178
CONROE, TX. 77305

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Jason S. Rohr, do hereby state that my membership in the Governmental Collectors Association of Texas. on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: J. S Rohr DATE: 1/11/08

TITLE: Collections Supervisor

Before me Delia S. Rodriguez, a Notary Public, appeared Jason S. Rohr, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

Delia S Rdz

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(S E A L)

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Noe Lopez JR., do hereby state that my membership in the Governmental Collectors Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 1/7/08

TITLE: OFFICE MGR.

Before me Delia S. Rodriguez, a Notary Public, appeared Noe Lopez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Arturo Guajardo, do hereby state that my membership in the Governmental Collectors Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: _____

TITLE: Hidalgo County Clerk

Before me Delia S. Rodriguez, a Notary Public, appeared Arturo Guajardo, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

(SEAL)

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AI-8918 **20.A.**

Appointment of Tenant Member
CC REGULAR

Date: 04/22/2008
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Commissioner Sylvia S. Handy
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Requesting approval of appointment of Oscar Ramirez as Tenant Member to the Board of Commissioners of the Hidalgo County Housing Authority Association.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Approval of this item does not require funding; no budgetary impact as of 4-17-08.

Attachments

Link: The Housing Authority letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/17/2008 09:56 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/17/2008 11:42 AM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 01:10 PM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 01:42 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 01:51 PM	APRV

Form Started By: Noe Montez Started On: 04/16/2008 04:21 PM

Final Approval Date: 04/17/2008

Equal Housing
Opportunity

THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO

MAIN OFFICE
1800 N. TEXAS BLVD.
WESLACO, TEXAS 78596
(956) 969-5865
FAX (956) 969-5863

April 16, 2008

Commissioner Sylvia Handy, Pct 1
1902 Joe Stephens
Weslaco, Texas 78596

Dear Commissioner Handy:

As per our meeting and discussion, I need for you to re-appoint the tenant member to the Board of Commissioner at your earliest convenience. This will be for a 1 year unexpired term as the previous appointee has decided to become a homeowner.

If you have any questions or concerns, please call me at (956) 969-5865 or (956) 867-2022.

Sincerely,

Mike Lopez,
Executive Director

AI-8969 **20.B.0.**

Generators

CC REGULAR

Date: 04/22/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Precinct #1

Information

CAPTION

Discussion, action and or possible approval to purchase generators for several departments within Pct. 1.

BACKGROUND

Fiscal Impact

Attachments

Link: Generator backup

Form Routing/Status

Form Started By: Angela Garcia	Started On: 04/18/2008 05:22 PM
Final Approval Date: 04/18/2008	

Memorandum

To: Budget Office

Attn: Valde Guerra / Raul Silgero

From: Noe Montez, Pct. 1

Date: 4/18/2008

Re: Requesting Agenda Item / Commissioner's Court 4/22/08

Please be advised that Pct. 1 is requesting agenda item to be placed on the next cc meeting for discussion /action and or possible approval to purchase generators for several departments within Pct. 1 as per previous discussions w/ Commissioner Handy.

We have 5 Locations where we need to have generators for emergency situations.

1. **Hidalgo County Pct. #1/ Main office/ 400 amps, 3 phase, 240 volt.**
2. **Hidalgo County Pct. #1/Mechanics Shop/ 200 amps, 3 phase, 240 volts**
3. **Hidalgo County Pct. #1/ Tire Shop/ 100 amps, 1 phase , 240 volts.**
4. **Hidalgo County Pct. #1/ Sunset Portable Buildings/ 200 amp, 1 phase , 240 volts**
5. **Hidalgo County Pct. #1/ Justice of Peace & Constable's offices/ 200 amps, 3 phase, 240 volt.**

Please be advised that at this moment we have not received quotes for pricing but are pending receiving them soon. We should have estimated costs available during presentation of this item on Commissioner's Court meeting of Tuesday, April 22, 2008.

Thanks

Noe Montez

AI-8858 **20.B.**

Petition to name rural road

CC REGULAR

Date: 04/22/2008
Submitted By: Cynthia Rios, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Requesting approval to name a road easement located 1/4 mile South of Mile 13 1/2 North on FM 1015, San Rafael Road (CR 1231) for 9-1-1 purposes only (LRGVDC 911 Department has been advised).

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Approval of this item does not require funding. No budgetary impact as of 4-15-08.

Attachments

Link: San Rafael Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 09:44 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/15/2008 10:38 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 09:00 AM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:21 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV
Form Started By: Cynthia Rios			Started On: 04/14/2008 02:54 PM	
Final Approval Date: 04/17/2008				

COUNTY of HIDALGO

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

PETITION TO NAME A RURAL ROAD

WE THE RESIDENTS OF CR 1231 ARE REQUESTING TO NAME AN EASEMENT ROAD LOCATED APPROXIMATELY ¼ MILE SOUTH OF MILE 13 ½ N. ON FM 1015 FOR 9-1-1 PURPOSES ONLY AS:

SAN RAFAEL ROAD

(See attached)

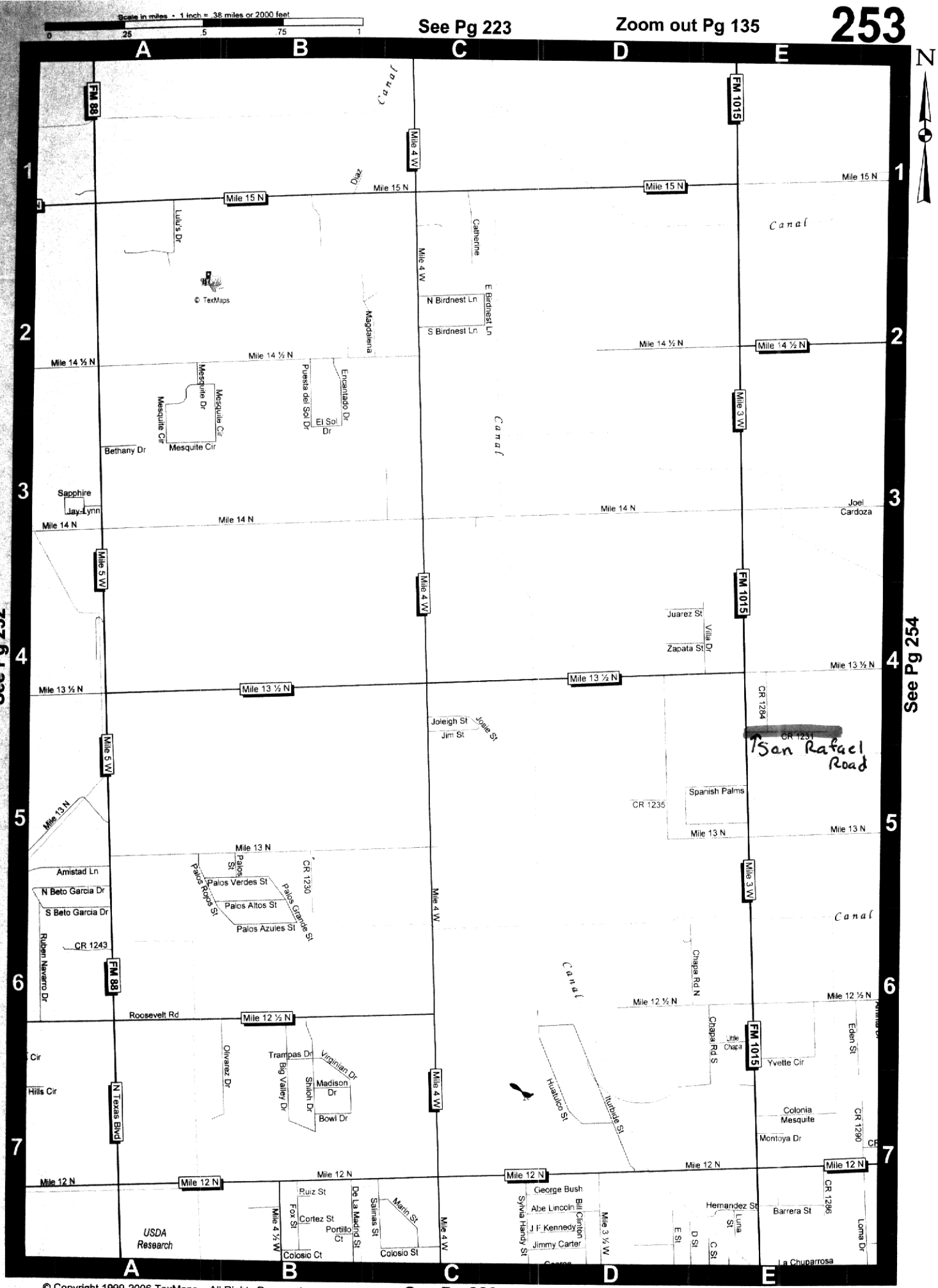
COUNTY OF HIDALGO TEXAS

4-12-2008

Petition to Name Our Street

We are the residents of CR 1231 and are here-in voting to name our street **San Rafael Rd** for purposes of home curb-side mail delivery and 911 services.

FOR	Against
Juan I. Palomin	
Benny Villarreal Lot 11	
Gilian Villarreal	
Maria L. Ambriz	



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www.texmaps.com

AI-8859 **20.C.**

Petition to name rural road

CC REGULAR

Date: 04/22/2008
Submitted By: Cynthia Rios, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Requesting approval to name a road easement located on Mile 13 1/2 North off of FM 1015 (CR 1284), Angel Drive for 9-1-1 purposes only (LRGVDC 911 Department has been advised).

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Approval of this item does not require funding. No budgetary impact as of 4-15-08.

Attachments

Link: Angel Drive

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 09:45 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/15/2008 10:48 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 09:01 AM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:21 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV

Form Started By: Cynthia Rios Started On: 04/14/2008 03:05 PM

Final Approval Date: 04/17/2008

COUNTY of HIDALGO

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

PETITION TO NAME A RURAL ROAD

WE THE RESIDENTS OF CR 1284 ARE REQUESTING TO NAME AN EASEMENT ROAD LOCATED ON MILE 13 ½ NORTH, OFF OF FM 1015 FOR 9-1-1 PURPOSES ONLY AS:

ANGEL DRIVE

(See attached)

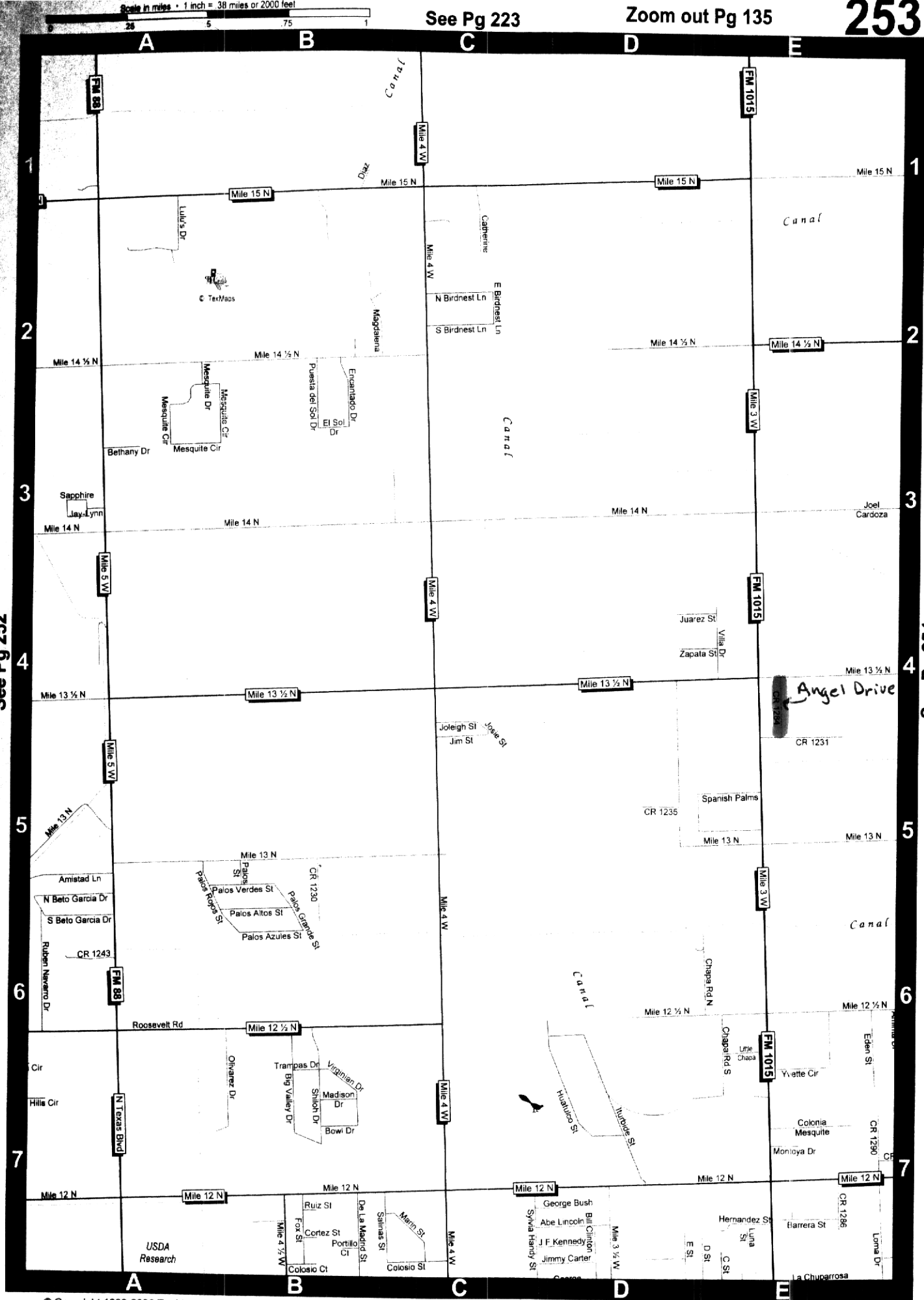
THE COUNTY OF HIDALGO TEXAS

4-12-2008

Petition to Name Our Street

We are the Residents of CR1284 and are here-in voting to name our street Angel DR. FOR purposes of ~~a~~ home mail delivery and 911 services.

FOR	Against
Jose Luis Torres 210-2157548	
Sylvia L. Torres " " "	
Ernesto & Angelita Castañeda	
Juan Niño	
Maria E. Hinojosa	
Daniel Hinojosa	



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www.texmaps.com

AI-8873 **21.A.**

Sam's Club Invoice
CC REGULAR

Date: 04/22/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Request authorization and approval to pay Sam's Club invoice statement for late fees and finance charges in the amount of $48.97 with authority for County Treasurer to issue payment/check after County Auditor's review and processing procedures are completed.

BACKGROUND

This will be the last statement for Sam's Club for purchases made on 01/10/2008 for P. O. #596910 which was recently paid on 04/07/2008.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1212-452-00-122-008-0-855
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $153.31 as of 4/16/08.

Attachments

Link: my computer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 01:47 PM	APRV
2	Dale Kennan	Dale Kennan	04/16/2008 10:41 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 12:08 PM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:24 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:17 AM	APRV

Form Started By: Yolanda Cisneros Started On: 04/15/2008 11:33 AM

Final Approval Date: 04/17/2008

Sam's CLUB

Payment Due Date	Past Due Amount	Minimum Payment Due	New Balance	Account Number
05/02/2008	$100.00	$150.00	$966.26	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 $100.00 past due. Please pay minimum payment amount PROMPTLY.

HIDALGO COUNTY PRECI
YOLANDA CISNEROS
301 E STATE AVE
PHARR TX 78577-3977

27048 || 413

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

00150000004796 00150000009662600O 771509041394141O 22

0-5679
1-0

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 :	04/07/2008
Payment Due Date :	05/02/2008
Days In Billing Period :	31

BALANCE SUMMARY

Previous Balance	$917.29
(-) Payments & Credits	$0.00
(+/-) FINANCE CHARGE(net)	**$19.97**
(+) Purchases	$0.00
(+) Insurance, Fees & Adjustments	$29.00
(=) New Balance	$966.26
Minimum Payment	$150.00

TRANSACTIONS

Date	Invoice Number	Description	Amount
04/03		LATE FEE	$29.00
04/07		*FINANCE CHARGE*	$19.97

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	$931.55	.06916%	25.24%	$19.97	2D
ANNUAL PERCENTAGE RATE		25.240%	**Total Periodic FINANCE CHARGE**		$19.97

MEMBER NEWS & INFORMATION

YOUR ACCOUNT HAS 3 PAYMENTS DUE. PLEASE MAIL THE MINIMUM PAYMENT DUE TODAY. PLEASE DISREGARD IF PAYMENT HAS ALREADY BEEN MAILED.

YOUR ANNUAL SAM'S CLUB MEMBERSHIP FEE WILL BE AUTOMATICALLY BILLED TO YOUR CREDIT ACCOUNT FOR YOUR CONVENIENCE ON YOUR NEXT MONTH'S BILLING STATEMENT.

Looking for a reason to celebrate? Cinco de Mayo is just around the corner! Sam's Club Credit is the way to pay for all your party needs!

8-1212-452-00-122-008-0-855

Sam's Club is celebrating its 25th anniversary! Join us at your local Club April 18-20 to enjoy terrific values on items that more than pay for your Membership. We are pleased to share this milestone with you, our valued Members.

INVOICE RECEIVED BY: ON
GOODS/SERVICES RECEIVED BY: ON 4/4/08

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: SCLP614
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-8849 **22.A.**

Pct #3 Funds

CC REGULAR

Date: 04/22/2008

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Agenda Area: Precinct #3

Information

CAPTION

Approval of 2008 appropriation of funds into Precinct #3 Road & Bridge fund (1203) in the amount of $400,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**

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

BUDGETARY IMPACT:

Appropriation in the amount of $400,000.00 for fund 1203-Precinct #3 Road and Bridge. Available balance for appropriation is $790,792.85 as of 4/16/08.

Attachments

Link: Pct #3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 09:29 AM	APRV
2	Erika Reyna	Erika Reyna	04/16/2008 02:10 PM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 04:23 PM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 08:19 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV

Form Started By: Norma Ceballos Started On: 04/11/2008 02:31 PM

Final Approval Date: 04/17/2008

DATE: April 22, 2008

DEPARTMENT HEAD: Commissioner Joe Flores - Pct. No. 3

DEPARTMENT NAME: Pct. No. 3 - R&B Fund (#1203)

ACCOUNT NUMBER: 8-1203-431-00-123-005-0-

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 1203 431 00 123 005 0 672	Equip. R&M Supplies	50,000.00
8 1203 431 00 123 005 0 731	New Roads	200,000.00
8 1203 431 00 123 005 0 734	Subd. Streets	150,000.00
TOTAL BUDGET INCREASE -FUND 1100		400,000.00

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-8870 **22.B.**

Pct #3 Claims

CC REGULAR

Date: 04/22/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Discussion, consideration, acceptance and approval of claim/invoice with authority for auditor to issue payment to:
1. Superior Alarms in the amount of $45.00 for monitoring services at Anzalduas Park from January 2008 through March 2008.

2. Sam's Credit Club in the amount of $33.00 for late fees and finance charge.

BACKGROUND

Invoice from Superior Alarms shows total amount of $180.00. January-March services will be paid through this request. The remaining $135.00 will be paid through PO 601328.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1213-452-00-123-008-0-413
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 04/18/08 $ 185.00.

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-855
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 04/18/08 $ 500.00.

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 01:39 PM	APRV
2	Erika Reyna	Erika Reyna	04/18/2008 08:40 AM	APRV
3	Auditor's Office	Linda Fong	04/18/2008 09:42 AM	APRV
4	Purchasing Department		04/18/2008 05:37 PM	NEW
Form Started By: Norma Ceballos			Started On: 04/15/2008 10:43 AM	

Final Approval Date: 04/18/2008

Attn: Erika Kayne

Payment Due Date	Past Due Amount	Minimum Payment Due	New Balance	Account Number
03/19/2008	$32.00	$33.00	$33.00	771 5 09 0004306973

603220509004306973

AMOUNT PAID $ _____ . __

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

Minimum payment due includes $32.00 past due. Please pay minimum payment amount PROMPTLY.

HIDALGO COUNTY PRECINCT 3
PO BOX 607
MISSION TX 78573-0011

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

000330000000663 00033000003300000 771509004306973 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 0004306973
Billing Date :	02/23/2008
Payment Due Date :	03/19/2008
Days In Billing Period :	31

BALANCE SUMMARY

Previous Balance	$32.00
(-) Payments & Credits	$0.00
(+/-) FINANCE CHARGE(net)	$1.00
(+) Purchases	$0.00
(+) Insurance, Fees & Adjustments	$0.00
(=) New Balance	$33.00
Minimum Payment	$33.00

TRANSACTIONS

Date	Invoice Number	Description	Amount
02/23		MINIMUM *FINANCE CHARGE*	$1.00
		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	$32.35	.07178%	26.49%	$0.73	2D
ANNUAL PERCENTAGE RATE		36.396%	Total Periodic FINANCE CHARGE		$1.00

MEMBER NEWS & INFORMATION

YOUR ACCOUNT HAS 3 PAYMENTS DUE. PLEASE MAIL THE MINIMUM PAYMENT DUE TODAY. PLEASE DISREGARD IF PAYMENT HAS ALREADY BEEN MAILED.

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.

MEMBER SERVICE: For account information, log onto samsclubcredit.com, or call toll free 1-800-203-5764.
This account is already registered, see your Online Admin to get a User ID & Password.
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.

6709 0006 BFD 2 7 23 080222 Page 1 of 2

R2192

600 Ash. Ave P.O. Drawer 3097 McAllen, Texas 78501 Tel. (956) 682-6005 Fax (956) 661-6395

Superior Alarms

COUNTY OF HIDALGO- ANZALDUA
PO BOX 607
MISSION , TX 78573

Date : 03/26/08
Invoice # : I27364
PO Number :
AR Number : 621498

Terms: DUE UPON RECEIPT PHONE: (956)585-5311
Installation Address: 2.9 MI S OF MILITARY HWY ON SHARY RD-

QTY	DESCRIPTION	EACH	PRICE
1	CENTRAL STATION MONITORING FEE	$180.00	$180.00
0	01/01/08-12/31/08	$0.00	$0.00

HIDALGO COUNTY
BUDGET OFFICE
2008 APR 17 AM 8 04

Po# 601328. Services for April - Dec. 2008

PLEASE PAY ON TIME TO AVOID FINANCE CHARGES.
Make checks payable to: SUPERIOR ALARMS
NOW PAY ONLINE!
www.superioralarms.com/billpay.html

Sub total:	$180.00
Sales tax:	$0.00
Less payments & credits:	$0.00
Total:	$180.00

621498 I 27364

Apr 02 08 06:10p elva
956-519-9550
04/16/2008 15:59 9562057009 PRECINCT 3 PAGE 01/01 P.2

AI-8851 **22.C.**

Inter-depart Pct #3 BCAP
CC REGULAR

Date: 04/22/2008
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Area: Precinct #3

Information

CAPTION

Approval of 2008 interdepartmental transfers for Precinct #3 Colonia Access Program (1311) from El Paraiso (program 247) to Villa Capri (program 784) in the amount of $16,968.67, and from El Paraiso (program 247) to Walton (program 837) in the amount of 14,955.75.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-123-XXX-X-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1311-431-00-123-247-0-733 available balance as of 04/16/08 $ 91,270.30.
--> program 784 $ 16,968.67
--> program 837 $ 14,955.75

Attachments

Link: interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 09:36 AM	APRV
2	Erika Reyna	Erika Reyna	04/16/2008 02:30 PM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 04:24 PM	APRV
4	Mike Escaname	Mike Escaname	04/17/2008 05:16 PM	APRV
5	Linda Fong	Linda Fong	04/17/2008 06:01 PM	APRV
6	Purchasing Department		04/18/2008 05:37 PM	NEW

Form Started By: Norma Ceballos — Started On: 04/11/2008 02:41 PM

Final Approval Date: 04/18/2008

INTER-DEPARTMENTAL TRANSFER

DATE: April 22, 2008

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 8-1311-431-00-123-XXX-X-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1311-431-00-123-247-0-733	El Paraiso S/D Drainage	(31,924.42)
TO:		
8-1311-431-00-123-784-1-734	Villa Capri S/D Subd. St.	16,968.67
8-1311-431-00-123-837-0-734	Walton S/D Subd. Street	14,955.75
	Total Budget (Increase/Decrease)	**0.00**

REASON: Cover expected services. Awarded Contract

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-8919 **23.A.**

REAPPOINT MR. RENE A. RAMIREZ TO HIDALGO COUNTY HOUSING AUTHORITY

CC REGULAR

Date: 04/22/2008
Submitted By: Janie Alejos, COMM. PCT. #4
Submitted For: Janie Alejos
Department: COMM. PCT. #4
Agenda Area: Precinct #4

Information

CAPTION

Request To Reappoint Mr. Rene A. Ramirez To The Hidalgo County Housing Authority Board.

BACKGROUND

Previously Appointed May, 2006 And Two Year-Term Expires May 4, 2008.

Fiscal Impact

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: HOUSING AUTHORITY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/17/2008 09:56 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/17/2008 11:41 AM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 01:11 PM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 01:42 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 01:51 PM	APRV

Form Started By: Janie Alejos — Started On: 04/16/2008 04:21 PM

Final Approval Date: 04/17/2008

Equal Housing Opportunity

THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO

MAIN OFFICE
1800 N. TEXAS BLVD.
WESLACO, TEXAS 78596
(956) 969-5865
FAX (956) 969-5863

April 16, 2008

Honorable Oscar Garza
County Commissioner, Pct 4
P.O. Box 1356
Edinburg, Texas 78540

Dear Commissioner Garza:

Greetings from all of us at the Hidalgo County Housing Authority. Just a reminder that the term of Mr. Rene A. Ramirez on the Hidalgo County Housing Authority Board is up for appointment.

Mr. Ramirez was appointed in May of 2006 and his term expires May 4, 2008.

I respectfully request that this item be placed on the Commissioner's Court Agenda for your action at the earliest opportunity. If you have any questions or require me to attend the meeting, please call me at (956) 969-5865 or (956) 867-2022.

Sincerely,

Mike Lopez,
Executive Director

ML/dm

cc: County Judge's Office
Mr. Rene A. Ramirez

AI-8937 **24.A.5.**

Selection of Electric Energy Provider for Hidalgo County
CC REGULAR

Date: 04/22/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Electric Energy Provider
Option I:

A. Presentation by Ruben de los Santos with Reliant Energy (Hidalgo County's current contracted energy provider through the County's participation in the State of Texas General Land Office's Power Program) for discussion, consideration and action to enter into a multiple months agreement before the expiration of the current contract on 5-31-08;

B. Approval of participation with and through the State of Texas General Land Office's Power Program's awarded vendor (Reliant Energy) for the contract of an electric energy provider with designation and authorization for County Judge, Commissioner or Executive Officer to approve and accept pricing and a term of up to sixty (60) months if market conditions present an opportunity to do so with the CC setting the parameter against the County's current pricing;

C. Approval of an Electric Sales Agreement through the State of Texas General Land Office Power Programs's awarded vendor, Reliant Energy for a term of _____months at a rate of $_____, plus additional charges of $_____.

Option II:

A. Presentation by Donald Lee, Executive Director of (Conference of Urban Counties) and Public Power Pool of an indicative pricing proposal from CUC's aggregation project-P3 for the provision of electric power for Hidalgo County:

B. Approval to proceed to enter into an Interlocal Agreement between Hidalgo County and CUC's aggregation project Public Power Pool for the provision of electric power including, but not limited to the provisions detailed in the attached documentation on membership requirements;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Various Department 622

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

BUDGETARY IMPACT:

Funding will be coming from various departments utility budgets.

Attachments

Link: 8937

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/17/2008 01:51 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 02:08 PM	APRV
3	Rey Salazar	Rey Salazar	04/18/2008 11:51 AM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 02:05 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 02:29 PM	APRV
Form Started By: Marty Salazar			Started On: 04/16/2008 05:38 PM	
Final Approval Date: 04/18/2008				

Public Power Pool

500 W. 13th St. Austin, TX 78701 Ph 512-233-5780 Fx 512-233-5781 www.publicpowerpool.org

How to Join Public Power Pool

Membership in Public Power Pool, or P^3, is open to all local government and political subdivisions in Texas that are located in deregulated areas of (ERCOT). To join this innovative electric procurement project, a Letter of Authorization will be required for P^3 to collect usage history in order to provide indicative pricing and a savings proposal. Upon agreement and requested membership into Public Power Pool, a local government must adopt a minute order (or an interlocal agreement for a political subdivision) which approves the following:

1. The Articles of Incorporation of the Texas CUC Aggregation Project, Inc., which does business as Public Power Pool (P^3);
2. The Bylaws of the Texas CUC Aggregation Project, Inc;
3. Designation of an official Representative to Public Power Pool to serve as the primary point of contact. The Representative will be invited to participate on conference calls where decisions that impact members are discussed. Information on decisions before they are made will be provided to the representative, and in situations where approval is needed – the Representative will be consulted. The Representative will also appoint a Technical Committee member who will work with P^3 on a detailed technical basis;
4. Designation of the facilities for which Public Power Pool is authorized to purchase electricity.

Costs of Joining Public Power Pool

1. Upon receipt of a completed minute order or Interlocal agreement, P^3 will produce an invoice for payment of membership dues in the amount of $250 plus $30/account for the first 100 accounts ($15/account thereafter). This is a one-time fee.
2. Aggregation Fee: Once contracts are in place, your monthly bills will include an aggregation fee, in an amount equal to .48%/kWh of your total bill before tax. This fee will be expressed as a per-kilowatt-hour charge and will be a separate line item on your bill every month.

Public Power Pool

500 W. 13th St. Austin, TX 78701 Ph 512-233-5780 Fx 512-233-5781 www.publicpowerpool.org

Public Utility Commission Estimates $74.6 Million in Savings for Public Power Pool Members in 2007

Salespeople, brokers, suppliers, consultants -- they all make the same claim: "I can save you money on your electric bill!" Is it true?

Reports filed with the Public Utility Commission (PUC) demonstrate that P^3 members are already saving the money others are promising... and more. The report shows that P^3 members saved an astounding 38%, or $74.6 million, on the 2007 report.

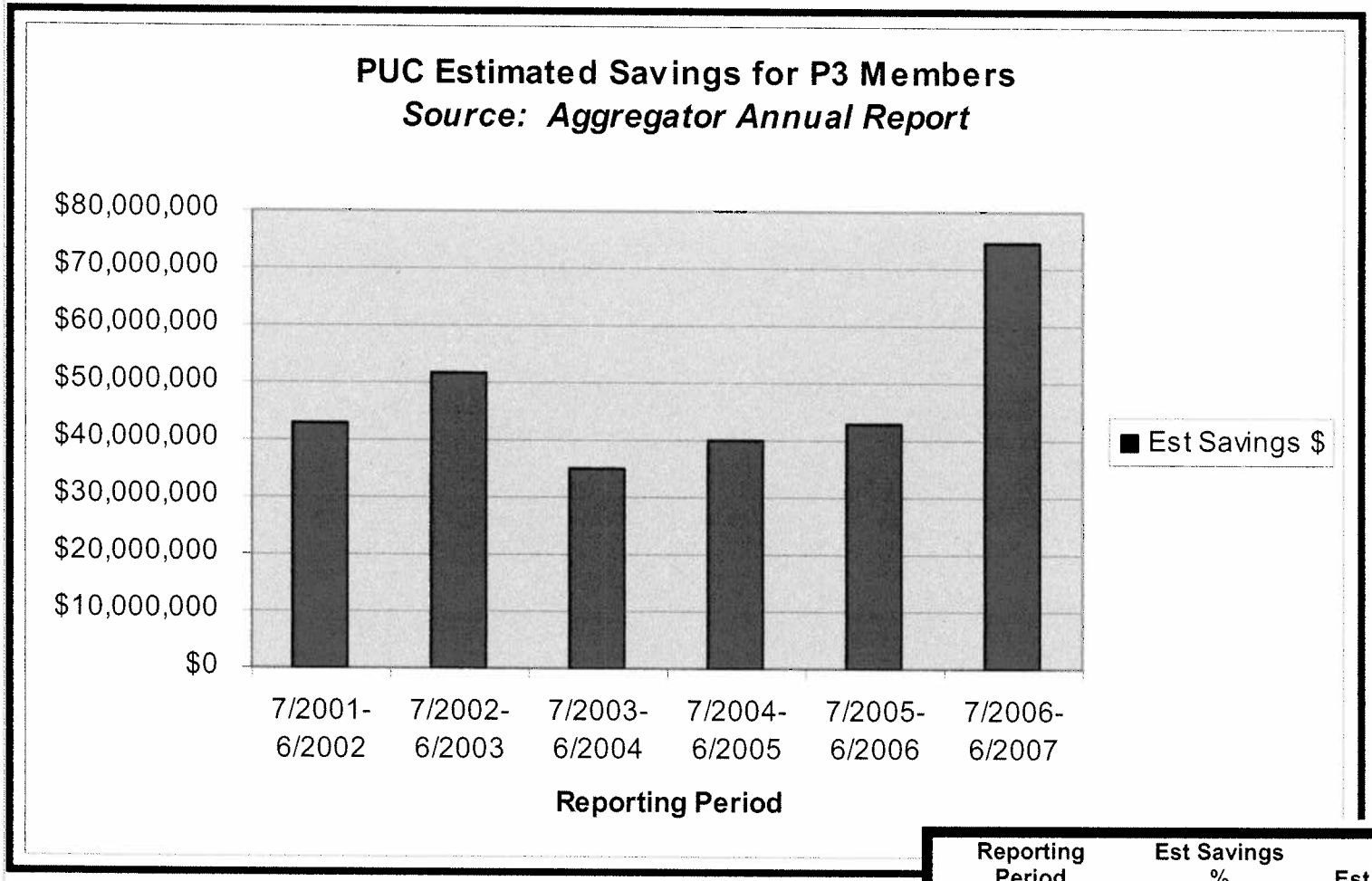
Our own analysis shows the true savings from purchasing as a group through P^3 to be 5-7%, or $10.7 million, in 2007. The fact is the PUC report overstates savings – as do salespeople, brokers, suppliers and consultants. P^3 uses proven methods (open, competitive bidding, sound analytical contract/price comparisons, risk aggregation and mitigation, and economies of scale) to procure the lowest rates available. Even when the market is moving up and rates rise, P^3 finds the lowest prices available. More importantly, P^3 prudently controls risk and avoids pitfalls that can befall shoppers in the market.

$10.7 million might not be as astounding as $74.6 million -- but it is realistic and honest, and P^3 has a proven track record of delivering those savings on top of anything anyone else could promise.

Public Power Pool Program Benefits

		P3 2007 Benefit
Lower Administration Costs		**$2,140,087**
0.0048	P3	
0.0168	Industry Average	
Bulk Purchasing Benefits - *Supplier Adder*		**$3,149,310**
$12.050	P3	
$13.496	At Market	
Programmatic Buying - *Fuel Cost/ Managed Commodity*		**$5,448,988**
$6.389	P3	
$6.667	At Market	
Total 2007 Benefit for Public Power Pool		**$10,738,385**
		6.0%

Public Utility Commission's Reported Savings for Public Power Pool Members



Reporting Period	Est Savings %	Est Savings $
7/2001-6/2002	26%	$42.8 million
7/2002-6/2003	32%	$51.5 million
7/2003-6/2004	21%	$34.9 million
7/2004-6/2005	21%	$40 million
7/2005-6/2006	23%	$43 million
7/2006-6/2007	38%	$74.6 million

Public Power Pool

500 W. 13th St. Austin, TX 78701 Ph 512-233-5780 Fx 512-233-5781 www.publicpowerpool.org

Public Power Pool Membership List

Angleton Danbury Medical Center
Aransas County
Bee County
Bell County
Brazoria County
Calhoun County
Cameron County
Chambers County
Chelford City MUD
Cherokee County
City of Alvin
City of Bedford
City of Cockrell Hill
City of Crowley
City of Friendswood
City of Haltom City
City of Haslet
City of Hutchins
City of Jamaica Beach
City of Keller
City of League City
City of Mesquite
City of Santa Fe
City of Texas City
Collin County
Cooke County
Crowley ISD
Cypresswood Utility District
Dallas Central Appraisal District
Dallas County
Dallas ISD
Denton County
Ector County
Faulkey Gully MUD
Fountainhead MUD
Galveston County
Grayson County
Green Trails MUD
Harris County
Harris County Appraisal District
Harris County DOE
Harris County Hospital District
Harris County Sports & Convention Corp
Harris County MUD # 191
Harris County MUD #102
Harris County MUD #18
Harris County MUD #23
Harris County MUD #233
Harris County MUD #264
Harris County MUD #286
Harris County MUD #44
Harris County WCID #119
Heatherloch MUD
Jackson County
Johnson County
Johnson County CAD
Kaufman County
Leon County
Mason Creek Utility District
McLennan County
MHMR Tarrant County
Midland County
Midland CSCD
Milam County
Mills Road MUD
North Mission Glen MUD
Nueces County
Nueces County MHMR
Rockwall County
San Patricio County
Tarrant Appraisal District
Tarrant County
Tarrant County Hospital District
Tarrant County 911 District
Town of Lakeside
Victoria County
Webb County
Wichita Appraisal District
Williamson County
Wise County
Zapata County

Public Power Pool

500 W. 13th St. Austin, TX 78701 Ph 512-476-6174 Fx 512-476-5122 www.publicpowerpool.org

P3 Board Members 2007-2008

Honorable Jerry Eversole- Chairman
County Commissioner, Pct. 4
Harris County
1001 Preston, Ste. 924
Houston TX 77002
jhenderson@hcp4.net
Phone 713.755.6444
Fax 713.755.8801

Honorable Wayne Gent- Secretary/ Treasurer
County Judge
Kaufman County
100 W. Mulberry
Kaufman TX 75142
countyjudge@kaufmancounty.net
Phone 972.932.0219
Fax 972.932.1368

Honorable Glen Whitley
County Judge
Tarrant County
100 E. Weatherford Street
Fort Worth TX 76196
gwhitley@tarrantcounty.com
Phone 817.884.1441
Fax 817.884.2793

Honorable Jim Foster
County Judge
Dallas County
411 Elm Street #200
Dallas TX 75202
jfoster@dallascounty.org
Phone 214.653.7949
Fax 214.653.6586

Mr. Avis Young
Director of Energy Management
Dallas ISD
3701 South Lamar
Dallas, TX 75215
ayoung@dallasisd.org
Phone 972.925.5118

Public Power Pool

500 W. 13th St. Austin, TX 78701 Ph 512-233-5780 Fx 512-233-5781 www.publicpowerpool.org

Public Power Pool Team

Donald Lee, Executive Director

Donald Lee, Executive Director of Public Power Pool, P^3, leads the Public Power Pool team. Donald also serves as the Executive Director for the Texas Conference of Urban Counties, a position he has held since 1995. During the 76th Legislative Session, Donald worked on Senate Bill 7, which deregulated the electric industry, by crafting provisions local governments use to form aggregation groups. P^3 has grown to become the largest aggregation in Texas.

David Quin, Program Manager

David Quin is the Program Manager for Public Power Pool and Association Power, LLC. David has spent the last thirteen years working in the Texas Senate, most recently serving as Legislative Director for State Senator Royce West, who chairs the influential Intergovernmental Relations Committee. Prior to that, he worked as a legislative aide for State Senator Mike Moncrief. David has shepherded legislation through every senate committee and has overseen the passage of hundreds of bills and amendments. Originally from the UK, David holds a BA from the University of Manchester and a Masters degree from the University of Texas at Austin.

Katie Hooks, Program Administrator

Katie Hooks is the Program Administrator for Public Power Pool and Association Power, LLC. Prior to joining the Public Power Pool team, she worked for the Texas Conference of Urban Counties assisting in all departments within organization. Katie has three years of experience in electric aggregation, and is responsible for office and website administration, legal assistance and contract services including enrollment matters.

Michael Pichinson, General Counsel

Michael Pichinson, General Counsel for Public Power Pool and Association Power, LLC, is a graduate of the University of Texas, School of Law. Michael provides legal support for procurement, contract negotiation, and general legal analysis of legislative, regulatory and legal developments relevant to the operations.

Lori Burns, Director of Membership and Communications

Lori Burns is the Director of Membership and Communications for Public Power Pool and Association Power, LLC. She has spent the last 7 years serving at the Texas Department of Information Resources (DIR). As the Local Government Channel Manager with DIR, Lori coordinated local government participation in group purchasing of Information Technology products and services. She has been in national and Texas state communications positions for over 17 years. Lori is a native Texan and holds a Bachelor's Degree from Texas State University.

Public Power Pool Team

Continues...

Brandon Fowler, Energy Subject Matter Expert

Brandon Fowler is an Energy Expert for Public Power Pool and Association Power, LLC. Most recently, he served as Director of Energy Market Services for Honeywell International developing energy supply strategies and analytical tools to support competitive energy procurement. Brandon specializes in developing energy supply strategy and will contribute to energy market analysis and lead contract negotiations. He is well seasoned in dealing with power legislation at both the state and federal levels. Brandon's career has included experience with large public and private organizations, where he acted as lead consultant on energy market solicitations on behalf of energy supply aggregations. During 2000-2002, Brandon acted as lead consultant procuring power for P^3 resulting in an estimated savings of $35 million.

Stephen Parr, Energy Subject Matter Expert

Stephen Parr is an Energy Expert for Public Power Pool and Association Power, LLC. Most recently, he served as Project Manager of Integrated Energy Services for Honeywell International evaluating and implementing energy management programs, procurement efforts, product structuring and pricing, risk management/hedge funds and generation asset optimization. In previous positions, Stephen has managed retail mutual fund, institutional investment and hedge fund positions. Stephen ensures investment targets are met through stock, bond and commodity trading and portfolio analysis. He is an expert at creating market forecasts based on the relationships between wholesale power and fuel cost, generation availability, reserve margins, congestion and weather. Stephen has led energy commodity procurement and product structuring projects in all deregulated markets in the US. During 2000-2004, Stephen contributed heavily in the analysis and procurement for P^3 resulting in an estimated savings of $35 million.

AI-8936 **24.A.6.**

Expansion of Construction Materials Testing-Engineering Pool
CC REGULAR

Date: 04/22/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation of a status report in connection with the RFQ-Request for Qualifications for: Expansion of Construction Materials Testing Engineering Pool for Hidalgo County:
No Statements of Qualifications (SOQ's) were received,
Note: Project has been advertised three (3) times.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Presentation of status report requires no funding at this time.

Attachments

Link: Construction Materials Testing Pool

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/17/2008 12:16 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 01:22 PM	APRV
3	Rey Salazar	Rey Salazar	04/17/2008 05:20 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 09:43 AM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 10:48 AM	APRV

Form Started By: Marty Salazar Started On: 04/16/2008 05:34 PM

Final Approval Date: 04/18/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: April 9, 2008	**RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ: "EXPANSION OF-CONSTRUCTION MATERIAL TESTING"

BID NO: 2008-121-04-09-CGV

RFQ	NAME OF COMPANY	ACKNOWLEDGMENT RECEIPT OF STATEMENTS OF QUALIFICATIONS	ADDENDUM
1.	Professional Services Industries (PSI)- Duplicate This firm has been previously approved in the pool of 2008-003-01-16ROL dated January 2008 thru February 2009.	√	
2.	Terracon Consulting, Inc.- Duplicate This firm has been previously approved in the pool of 2008-003-01-16ROL dated January 2008 thru February 2009.	√	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

HIDALGO COUNTY
PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: April 9, 2008 **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/DESCRIPTION: HIDALGO COUNTY – "EXPANSION OF-CONSTRUCTION MATERIALS TESTING"

RFQ NO: 2008-121-04-09CGV

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE/FAX NO's.
Melden and Hunt Inc.	Mail	CGV	4/04/08	115 W. McIntyre St. Edinburg Tx. 78539
Garcia RE and Associates Surveyors	Mail	CGV	4/04/08	116 N 12th Edinburg Tx 78541
AEC Engineering LLC	Mail	CGV	4/04/08	1921 E Rogers Rd. Edinburg Tx 78541
Quintanilla Headley and Associates	Mail	CGV	4/04/08	124 E Stubbs Edinburg Texas 78539
Rio Delta Engineering	Mail	CGV	4/04/08	921 S 10th Edinburg Texas 78539

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: January 16, 2008 | **RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ/P : "CONSTRUCTION MATERIALS TESTING"

BID NO: 08-003-01-16-ROL **PRE-QUALIFIED POOL ROSTER EFFECTIVE FEBRUARY 8, 2008 through FEBRUARY 8, 2009**

RFQ	NAME OF COMPANY	AREAS OF SPECIALIZATIONS									
		OTHER	CONSTRUCTION MATERIAL TESTING	CIVIL	STRUCTURAL	GEOTECHNICAL	MEP (MECH/ELEC/PLUMB)	LANDFILL	ENVIRON-MENTAL	HIGHWAY	FORENSIC STUDIES
1.	**RABA-KISTNER CONSULTANTS, INC.** STANLEY M. WILCOX 800 EAST HACKBERRY McALLEN, TEXAS 78501 PH. # (956) 682-5332 FAX # (956) 682-5487 **swilcox@rkci.com , jarmstrong@rkci.com , www.rkci.com**	*** *	*	*	*	*	*		*	*	
2.	**TERRACON CONSULTANTS, INC.** JORGE A. FLORES, P. G. or MURPHY G. SCURRY, E.I.T. 1506 MID-CITIES DRIVE PHARR, TEXAS 78577 PH. # (956) 283-8254 FAX # (956) 283-8279 **laalanis@terracon.com , drash@drashce.com**	*	*			*			*		
3.	**MILLENIUM ENGINEERS GROUP (M.E.G.)** RAUL PALMA, P.E. P. O. BOX 4569 - 705 DAWSON DRIVE EDINBURG, TEXAS 78540-4569 PH. # (956) 383-8522 FAX # (956) 383-0295 **megengineers@aol.com**		*	*		*					
4.	**L & G ENGINEERING LABORATORY, LLC.** JACINTO GARZA, P.E. 2100 WEST EXPRESSWAY 83 MERCEDES, TEXAS 78570 PH. # (956) 565-0760 FAX # (956) 565-6746 **jacinto@lgengineers.com**		*	*		*			*	*	

5.	**PROFESSIONAL SERVICES INDUSTRIES INC. (PSI)** JAIME CANTU, P.E. RUDY MARTINEZ, BRANCH MANAGER 2020 NORTH LOOP 499, SUITE 302 HARLINGEN TEXS 78550 PH. # (956) 383-8522 FAX # (956) 682-5487 **Jaime.cantu@psiusa.com**		*	*	*	*			*		

AI-8935 **24.A.7.**

Conveyance of County-owned Land to State of Texas
CC REGULAR

Date: 04/22/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval of a Special Warranty Deed to convey to the State of Texas (for the use and benefit of the Department of State Health Services) Hidalgo County owned property with the legal description attached hereto.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Agenda item to convey land does not require a funding source.

Attachments

Link: 8935
Link: 893501

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/17/2008 01:52 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 02:07 PM	APRV
3	Rey Salazar	Rey Salazar	04/17/2008 05:18 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 09:44 AM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 10:48 AM	APRV

Form Started By: Marty Salazar Started On: 04/16/2008 05:26 PM

Final Approval Date: 04/18/2008

METES AND BOUNDS

HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY

A 6.31 ACRE TRACT OF LAND OUT OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS NORTH 430.00 FEET FROM THE SOUTHEAST CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION.

THENCE; WEST, A DISTANCE OF 629.83 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION AND ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 08°19'16", RADIUS = 417.50 FEET), A DISTANCE OF 60.63 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 36°11'47'E, ALONG THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, A DISTANCE OF 917.64 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, AND ALONG THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 26°51'18", RADIUS = 76.44 FEET), A DISTANCE OF 37.08 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, A DISTANCE OF 41.20 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

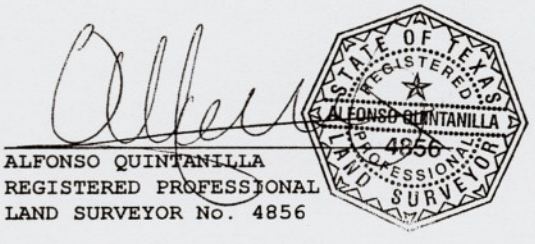
THENCE; SOUTH, ALONG THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, A DISTANCE OF 824.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.31 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: April 15, 2008



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

METES AND BOUNDS

HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY
FIFTY FOOT ACCESS EASEMENT

A 0.436 ACRE TRACT OF LAND OUT OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A ½" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF F.M. 2128 AND ON THE EAST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS NORTH, 50.00 FEET FROM THE SOUTHEAST CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION.

THENCE; N 89°52'W, ALONG THE NORTH RIGHT OF WAY LINE OF F.M. 2128, A DISTANCE OF 50.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 379.88 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 50.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION FOR THE NORTHEAST CORNER OF THIS TRACT.

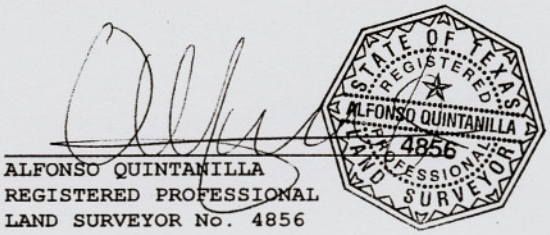
THENCE; SOUTH, ALONG THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.436 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

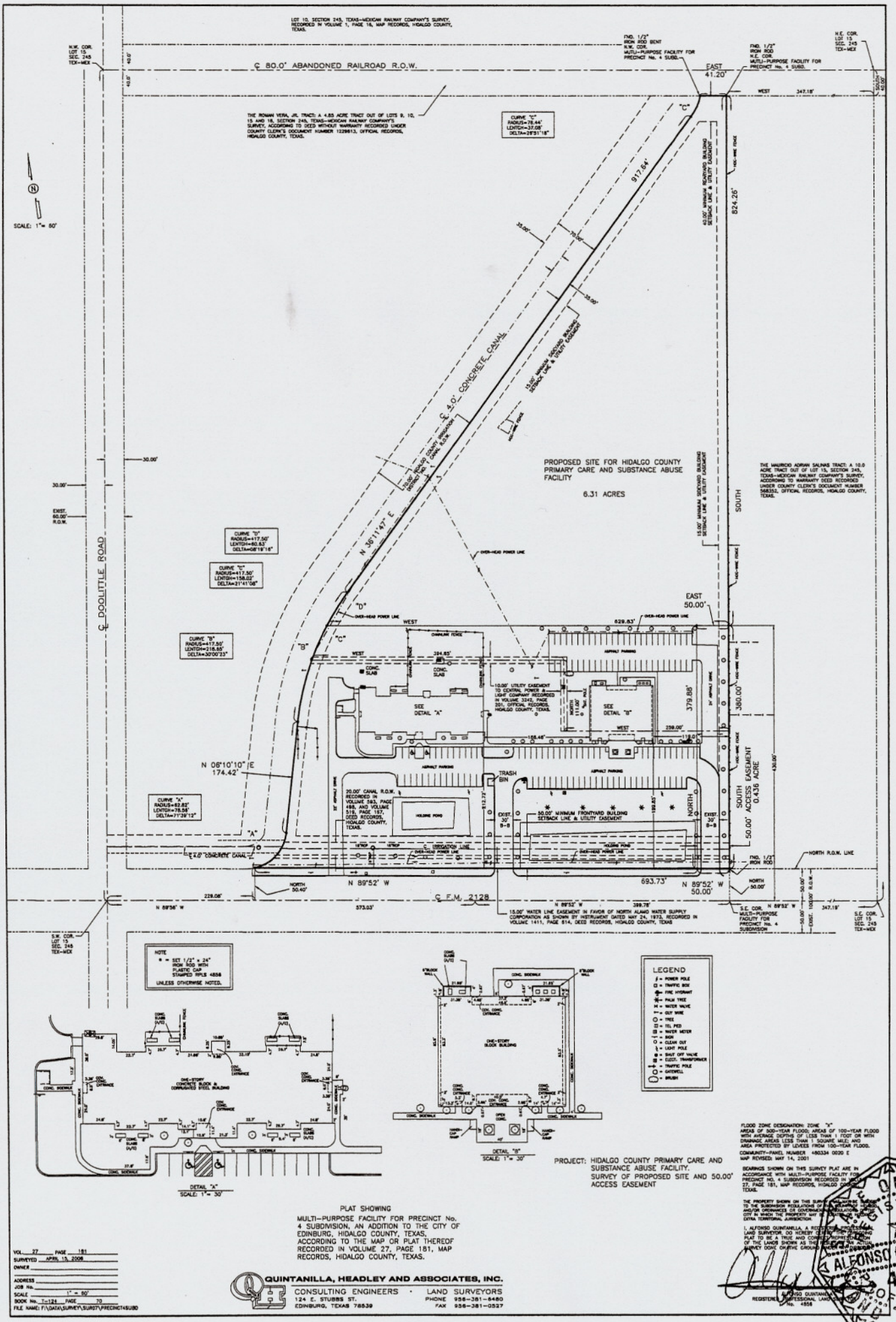
THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: April 15, 2008



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



PROJECT: HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY.
SURVEY OF PROPOSED SITE AND 50.00' ACCESS EASEMENT

FLOOD ZONE DESIGNATION: ZONE "X" AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER 480334 0020 E
MAP REVISED: MAY 14, 2001

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH MULTI-PURPOSE FACILITY FOR PRECINCT NO. 4 SUBDIVISION RECORDED IN VOL. 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT IS SUBJECT TO THE SUBDIVISION REGULATIONS OF THE [illegible] AND/OR ORDINANCES OR CONTRAVENTIONS OF THE CITY IN WHICH THE PROPERTY MAY BE [illegible] EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THEY WERE SURVEYED ON ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

PLAT SHOWING
MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

VOL. 27 PAGE 181
SURVEYED APRIL 13, 2006
OWNER
ADDRESS
JOB No.
SCALE 1" = 60'
BOOK No. T-124 PAGE 70
FILE NAME: F:\DATA\SURVEY\SUBDT\PRECINCT4SUBD

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

TITLE REPORT
NO. 2990579

Prepared For: **HIDALGO COUNTY PURCHASING DEPARTMENT**

ATTENTION: MS. OLGA T. MONTERO

Project Name:{ "PRIMARY CARE AND SUBSTANCE ABUSE"}
C/o Quintanilla, Headley & Associates, Inc.
Mr. Alfonso Quintanilla, RPLS

TAX ACCOUNT NUMBER: M7020-00-000-0000-00

I, **Jorge A. López**, hereby certify that after a careful search of the records and files in the office of **LandTitleUSA, INC.** formerly, **HIDALGO COUNTY ABSTRACT & TITLE CO., INC.,** and **THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS**, affecting title to the following described tract of land situated in Hidalgo County, Texas to-wit:

THE RECORDS SHOW THE FOLLOWING:

DESCRIPTION: **All of MULTI-PURPOSE FACILITY FOR PRECINCT NO. 4 SUBDIVISION,** being a subdivision out of a **13.30 acre tract** of land out of **Lot Fifteen (15), Section (245)** of the **TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY** of lands in Hidalgo County, Texas, according **to** the map thereof recorded in **Volume 27, Page 181, Map Records,** Hidalgo County, Texas.

TITLE APPEARS TO BE VESTED IN: **HIDALGO COUNTY, TEXAS**
13504 W. Pavillion Dr.
Sun City West, AZ 85375

Warranty Deed dated **October 30, 1990**, recorded in **Volume 2990, Page 579, Official Records**, Hidalgo County, Texas, from **Oscar L. Garza** and **Leo Longoria**, d/b/a **GARZA LONGORIA CATTLE COMPANY**, To: **COUNTY OF HIDALGO, TEXAS.**
{See copy hereto attached}

APPARENT LIEN HOLDER OF RECORD: **NONE OF RECORD**

SUBJECT TO THE FOLLOWING:

Easements and reservations as may appear upon the recorded map of said subdivision recorded in **Volume 27, Page 181, Map Records** of Hidalgo County, Texas.
{See copy hereto attached}

Subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

Rights, rules, regulations easements and Liens in favor of **HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE**
{See copy of map hereto attached}

Warranty Deed dated **October 18, 1935**, recorded in **Volume 379, Page 596, Deed Records,** Hidalgo County, Texas, from **Mrs. James McLeod**, To: **THE STATE OF TEXAS.**
[a strip of land 50 feet wide off of the South side of Lot 15, Block 245, Tex-Mex]

Irrigation Easement reserved in favor of **HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE (1),** as reserved in Deed with Reservation of Right of Way recorded in **Volume 519, Page 167;** and in **Volume 593, Page 498, Deed Records**, Hidalgo County, Texas.
{See copies hereto attached}

Right-of-Way Easement dated **May 24, 1973**, recorded in **Volume 1411, Page 614, Deed Records,** Hidalgo County, Texas, from **Garza-Longoria Cattle Company**, TO: **NORTH ALAMO WATER SUPPLY CORPORATION.**
{See copy hereto attached}

Utility Easement dated **April 13, 1992**, recorded in **Volume 3242, Page 201, Official Records,** Hidalgo County, Texas, from **The County of Hidalgo, Texas**, to: **CENTRAL POWER AND LIGHT COMPANY.**
{Re: a 10 foot wide Utility Easement}

As of the 27Th. Day of February 2008, at 5:00 o'clock P.M.

SOUTH TEXAS LAND INVESTIGATIONS
114 NORTH 12TH. STREET, EDINBURG, TEXAS 78539
PHONE NO.: (956) 383-1657 **FAX NO.: (956) 380-1497**
E-MAIL.: george@landtitleusa.com

JORGE A. LOPEZ/ Title Examiner
{ HUB CERTIFICATE NO.: 2458135981700 }

The undersigned certifies that this Title Report has been prepared with the same standard of care as would be used for the preparation and issuance of a Commitment of Title Insurance for the property. This Title Report is delivered with the understanding evidence by the acceptance hereof that (1) it is neither a guaranty, warranty nor opinion of title, and (2) any liability arising hereunder shall be limited to the cost of this Title Report.

LOT 10 SECTION 245
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY

N.W. CORNER OF LOT 15 (T FOUND NAIL)

N.E. COR. OF LOT 15 (T 3/4" PIPE)

N 90° 00' E 931.62'

41.20'

347.18'

FOUND 1/2" PIPE

L= 37.08'
R= 76.44'

40' MINIMUM REARYARD BLDG. SETBACK LINE

R.O.W. SOUTHERN PACIFIC RAIL-ROAD R.O.W.

1284.26'

1286.07'

WEST 13.18 AC.
OF LOT 15 SECTION 245

917.64'

13.30 AC. GROSS
1.16 AC. F.M. 2128 & DOOLITTLE RD.
12.14 AC. NET

SCALE: 1"= 100.0'

EAST 10.0 AC.
OF LOT 15 SECTION 245

EAST LINE OF LOT 15

LOT 14 SECTION 245
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY

E. DOOLITTLE ROAD

WEST LINE OF LOT 15

70.0' CANAL R.O.W.

N 36° 11' 47" E.

L= 218.69'
R= 442.50'

N 61° 10' E
174.42'

LEGEND
● 5/8" REBAR SET 1/2" ROD & SET 60 D. NAIL

LOT 16 SECTION 245
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY

S 0° 00' W.

S 0° 00' W.

N 0° 00' E 49.18'

S 89° 52' 40" E 215.69'

E. CANAL

F. M. 2128

N 89° 56' W. 573.03'

N 89° 52' W. 399.78'

347.19'

100.0' R.O.W.

S.W. COR. OF LOT 15

S.E. COR. LOT 15

LOT 4 SECTION 267
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY

MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION

A 13.30 ACRE TRACT OUT OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANYS SURVEY, HIDALGO COUNTY, TEXAS. ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 16, OF THE MAPS RECORDS OF HIDALGO COUNTY, TEXAS.

August 10, 1990

METES AND BOUNDS DESCRIPTION: 13.14 GROSS ACRES
LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY

BEING (570,711.56 SQUARE FEET) OR 13.30 GROSS ACRES OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAPS RECORDS OF HIDALGO COUNTY, TEXAS; SAID 13.30 GROSS ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 60-D NAIL SET ON THE SOUTHWEST CORNER OF SAID LOT 15 LYING IN F.M. 2128 FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH, COINCIDENT WITH THE WEST LINE OF SAID LOT 15, A DISTANCE OF 49.18 FEET TO A 60-D NAIL SET IN DOOLITTLE ROAD FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 89 DEGREES 52 MINUTES 40 SECONDS EAST, ALONG A LINE PARALLEL TO AND 49.18 FEET SOUTH AT A RIGHT ANGLE FROM THE WESTERLY CONTROLLING PROJECTION OF AN EXISTING 6.0 FOOT CONCRETE CANAL WHOSE TOTAL RIGHT-OF-WAY IS 70.0 FEET BEING 35.0 FEET EACH SIDE FROM SAID CANAL CENTERLINE, A DISTANCE OF 215.69 FEET TO A 1/2 INCH DIAMETER IRON ROD SET ON THE APPARENT EAST RIGHT-OF-WAY LINE OF DOOLITTLE ROAD, AT 119.69 FEET TO A 1/2 INCH DIAMETER IRON ROD SET ON FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT; SAID INSIDE CORNER LINE BEING 344.0 FOOT ROAD RIGHT-OF-WAY EASEMENT OF F.M. 2128 GRANTED TO THE STATE OF TEXAS BY INSTRUMENT RECORDED IN VOLUME 112, PAGE 362 AND VOLUME 179, PAGE 596, DEED RECORDS, HIDALGO COUNTY, TEXAS;

(3) THENCE, ALONG A CURVE TO THE LEFT HAVING RADIUS OF 61.62 FEET AND BEING ALONG A LINE PARALLEL TO AND 30.0 FEET SOUTHEASTERLY FROM SAID CANAL CENTERLINE, AN ARC LENGTH DISTANCE OF 95.84 FEET TO A 1/2 INCH DIAMETER IRON ROD SET AT THE END OF SAID ARC FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 36 DEGREES 10 MINUTES 16 SECONDS EAST, ALONG A LINE PARALLEL TO AND 25.0 FEET SOUTHEASTERLY FROM SAID CANAL CENTERLINE, A DISTANCE OF 114.42 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, ALONG A CURVE TO THE RIGHT HAVING RADIUS OF 417.50 FEET AND BEING ALONG A LINE PARALLEL TO AND 30.0 FEET SOUTHEASTERLY FROM SAID CANAL CENTERLINE, AN ARC LENGTH DISTANCE OF 218.69 FEET TO A 1/2 INCH DIAMETER IRON ROD SET AT THE END OF SAID ARC FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, NORTH 16 DEGREES 11 MINUTES 47 SECONDS EAST, ALONG A LINE PARALLEL TO AND 30.0 FEET SOUTHEASTERLY FROM SAID CANAL CENTERLINE, A DISTANCE OF 417.64 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, ALONG A CURVE TO THE LEFT HAVING RADIUS OF 76.44 FEET AND BEING ALONG A LINE PARALLEL TO AND 25.0 FEET SOUTHEASTERLY FROM SAID CANAL CENTERLINE, AN ARC LENGTH DISTANCE OF 37.08 FEET TO A 1/2 INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE SOUTH LINE OF AN 80.0 FOOT SOUTHERN PACIFIC RAILROAD STRIP OF LAND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT; SAID ROD LIES 40.0 FEET AT A RIGHT ANGLE FROM THE NORTH LINE OF SAID LOT 15 BEING THE CENTER OF SAID 80.0 FOOT STRIP OF LAND AND OF SAID R.R.;

(8) THENCE, EAST, COINCIDENT WITH THE SOUTH LINE OF SAID RAILROAD STRIP OF LAND, A DISTANCE OF 41.20 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT; SAID NORTHEAST CORNER LIES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID RAILROAD STRIP OF LAND, A DISTANCE OF 347.18 FEET FROM A 1/2 INCH DIAMETER IRON PIPE FOUND ON THE INTERSECTION OF THE EAST LINE OF SAID LOT 15 WITH THE SOUTH LINE OF SAID RAILROAD STRIP OF LAND;

(9) THENCE, SOUTH, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 15, A DISTANCE OF 1,286.26 FEET FROM A 1/2 INCH DIAMETER IRON ROD SET ON THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 2128, AT 1,284.26 FEET IN ALL TO A 60-D NAIL SET IN ASPHALT ON THE SOUTH LINE OF SAID LOT 15 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(10) THENCE, NORTH 89 DEGREE 52 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 15 LYING IN SAID F.M. 2128, A DISTANCE OF 399.78 FEET TO A 60-D NAIL SET ON AN OUTSIDE CORNER OF SAID LOT 15 AND THIS HEREIN DESCRIBED TRACT;

(11) THENCE, SOUTH 89 DEGREES 56 MINUTES WEST, CONTINUING WITH THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 573.03 FEET TO THE PLACE OF BEGINNING, CONTAINING 13.30 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH APPROXIMATELY 1.16 ACRES LIE IN F.M. 2128 AND DOOLITTLE ROADS.

DESCRIPTION NOTES:

1. There is a conflict on the ocile of the south line of said Lot 15 between what is on the ground and what is recorded on the plat of Texas-Mexican Railway Company's survey.

2. The conflict between recorded and field information along the south line of said Lot 15 has caused the distance of call (1) above to be less than the 50.0 foot easement granted to the Department of Highways recorded in Volume 112, Page 362 and Volume 179, Page 596, Deed Records, Hidalgo County, Texas.

MULTI-PURPOSE FACILITY FOR PRECINCT NO. 4 SUBDIVISION, A 13.30 ACRES OUT OF LOT 15 SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, IS IN ZONE B AND NOT IN A FLOOD HAZARD AREA. ZONE B AREAS LIE BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. AS PER FLOOD HAZARD BOUNDARY MAP DATED 11/15/82, AND PREPARED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PANEL 480334 0002C

APPROVED FOR RECORDING
BY COMMISSIONERS' COURT
This the 6 day of July, 1990
WILLIAM "BILLY" LEO, County Clerk
Hidalgo County, Texas
By Deputy

FILED
AUG 12 1990
WILLIAM BILLY LEO County Clerk
Hidalgo County, Texas
By Deputy

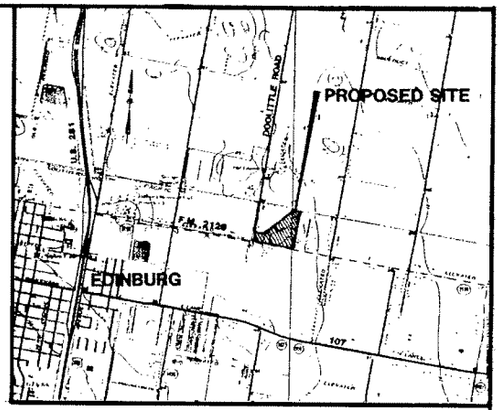
27 PG. 181
Hidalgo County

PLAT NOTES

1- MINIMUM SETBACK LINE
FRONTYARD - 50.0'
SIDEYARD - 15.0'
REARYARD - 40.0'

2- FINISH FLOOR ELEVATION FOR ALL BUILDINGS ELEV=100.00

CHECKED BY:



LOCATION MAP SCALE: 1" = 2000.0'

PREPARED BY: SALINAS & ASSOCIATES INC.
DATE: AUGUST 15, 1990

STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE) THE UNDERSIGNED OWNER (S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE Precinct 4 Subdivision (SUBDIVISION TO THE CITY OF Edinburg, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

OWNER: HIDALGO COUNTY
J. EDGAR RUIZ, COUNTY JUDGE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, A (NOTARY PUBLIC) AUTHORITY ON THIS DAY PERSONALLY APPEARED Rafael Ruiz 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 PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF June, 1990.

YOKO WALKER
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-31-93

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 10-31-93

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY HEREWITH BY APPROVAL IS REQUIRED.

MAYOR, CITY OF Edinburg, TEXAS

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF Edinburg HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREBY MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION

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

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 7 ON THIS 7th DAY OF June, 1990.

ATTEST:
SECRETARY
D.B. McGuffin V.P.
PRESIDENT

STATE OF TEXAS
COUNTY OF Hidalgo

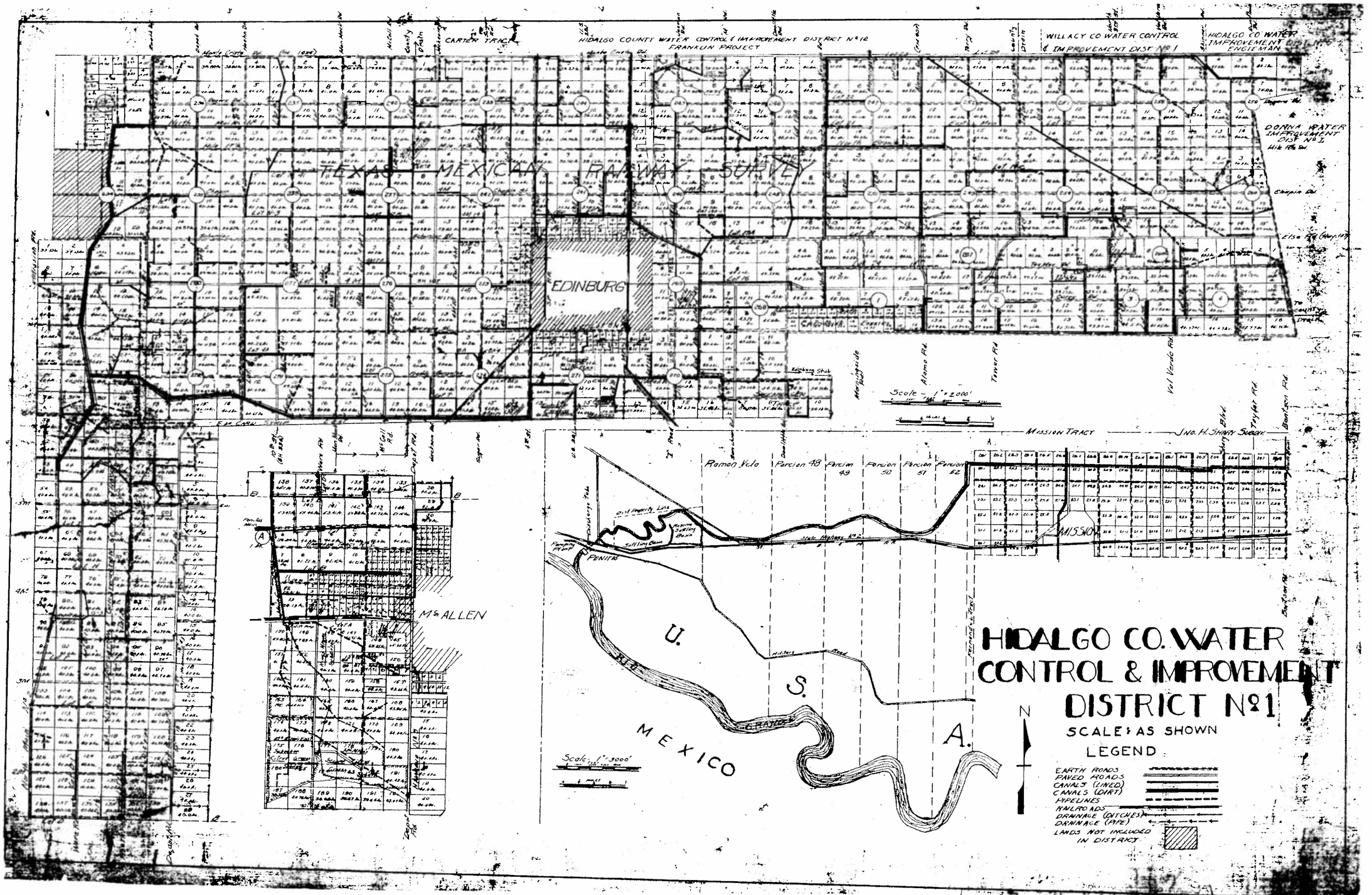
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER AND PUBLIC SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
RICARDO R. SALINAS
24154
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
RICARDO R. SALINAS
1909
REGISTERED PUBLIC SURVEYOR

REG. PROFESSIONAL ENGINEER 24154
REG. PROFESSIONAL LAND SURVEYOR 1909

SALINAS & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
1012 SYCAMORE - McALLEN, TEXAS
682-6221
682-6881


CARTER TRACT
HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT Nº 12
FRANKLIN PROJECT
WILLACY CO WATER CONTROL & IMPROVEMENT DIST Nº 1
HIDALGO CO WATER IMPROVEMENT DIST Nº 1
ENGLEMAN
DONNA WATER IMPROVEMENT DIST Nº 2
TEXAS MEXICAN RAILWAY SURVEY
EDINBURG
CAGUAS
Scale - 1" = 2000'
Mission Tract
J.No. H. Shary Survey
Ramon Vela
Parcion 48
Parcion 49
Parcion 50
Parcion 51
Parcion 52
Old Property Line
Salt Hay Drain
State Highway Nº 2
MISSION
PENITAS
Pumping Plant
Hilton's Road
U. S. A.
MEXICO
RIO GRANDE
Scale - 1" = 2000'
M & ALLEN
HIDALGO CO. WATER CONTROL & IMPROVEMENT DISTRICT Nº 1
SCALE: AS SHOWN
N
LEGEND
EARTH ROADS
PAVED ROADS
CANALS (LINED)
CANALS (DIRT)
PIPELINES
RAILROADS
DRAINAGE (DITCHES)
DRAINAGE (PIPE)
LANDS NOT INCLUDED IN DISTRICT

LandtitleUSA

jorge: Advanced User -- Primary County ExpiresTitle Insurance | Search | LT - Ads |

Chief Appraiser
PO Box 208
4405 S Professional Drive
Edinburg, Tx 78539

HIDALGO COUNTY
13504 W PAVILLION DR
SUN CITY WEST, AZ 85375

Hidalgo County Appraisal Records

Information current as of **8/12/2007**

Certified 2007 Values

Owner ID
O254390
Account Number
M7020-00-000-0000-00
Property ID
R512925
Related Information
Tax Office
Appraisal Notices

Taxing Entities	2007 Tax Rates
City of Edinburg	0.635
Drainage Dist. No. 1	0.0492
Edinburg ISD	1.1152
Hidalgo County	0.59
Road District # 15	0
South Texas College	0.154
South Texas ISD	0.0492

Subdivision

Plat [7 credits]

Restrictions [7 credits]

Property Legal Description
MULTI-PURPOSE FACILITY FOR PRECINT #4 AN IRR TR BEING 12.14AC

Property Physical Address
810 N DOOLITTLE RD
EDINBURG, TX

Exemptions
EX

Property Tax Valuation

Land:	$159,617.00
Improvements:	$452,469.00
Total:	**$612,086.00**
Agriculture Use:	$0.00

Sale Information

Sale Date	Deed Type.	Vol. / Inst.	Deed Pg. / Clerk #	Deed

Land

Land Type	SPTB Code	Homesite Y/N	Mkt. Value	Acre Size	SQ FT	Unit Price	Front Footage	Depth	Eff Front Footage	Eff Depth
L	X	N	$159,617.00		532055	$0.30				

Improvements

Sketch	Picture	Type	SPTB Code	Home Site	Value	Market Modifier
	N/A	M	X		$452,469.00	N/A

Improvement Segments

Seg. No.	Type	Class	Unit Price	Area	Seg. Value	Const	FNDN	Ext Wall	Int. Finish	Roof	Floor	HT/AC	Bath	Year Built
1	CLC	52CA	$8.32	7778	$0.00		SLB	STU		FLT-CMP		AND		1992
2	CAN	52CA	$8.32	24	$0.00									1992
3	POR	52CA	$8.32	360	$0.00									1992
4	CAN	52CA	$8.32	24	$0.00									1992
5	PAT	52CA	$8.32	414	$0.00									1995
6	ASP		$8.32	45790	$0.00									1995

Back ‹‹‹

New Search ›››

185602

WARRANTY DEED

VOL. 2990 PAGE 579

Date: October 26, 1990

Grantor: OSCAR L. GARZA and LEO LONGORIA, d/b/a GARZA LONGORIA CATTLE COMPANY

Grantor's Mailing Address (including county): 1111 S. 15th
Edinburg, Hidalgo County, Texas 78539

Grantee: COUNTY OF HIDALGO, TEXAS

Grantee's Mailing Address (including county): 111 S. 10th Street
Edinburg, Hidalgo County, Texas 78539

Consideration: Ten and NO/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

Being (579,711.68 square feet) or 13.30 gross acres of land, more or less, out of and forming a part of Lot 15, Section 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 16, Map Records of Hidalgo County, Texas; said 13.30 gross acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a 60-D nail set on the Southwest corner of said Lot 15 lying in F.M. 2128 for the Southwest corner and point of beginning of this herein described tract;

THENCE, North, coincident with the West line of said Lot 15, a distance of 49.18 feet to a 60-D nail set in Doolittle Road for an outside corner of this herein described tract;

THENCE, South 89 degrees 52 minutes 40 seconds East, along a line parallel to and 35.0 feet South at a right angle from the Westerly centerline projection of an existing 4.0 foot concrete canal whose total right-of-way is 70.0 feet being 35.0 feet each side from said canal centerline, a distance of 35.0 feet pass a 1/2 inch diameter iron rod set on the apparent East right of way line of Doolittle Road, at 215.69 feet to a 1/2 inch diameter iron rod set on for an inside corner of this herein described tract; said inside corner lies within the 50.0 foot road right-of-way easement of F.M. 2128 granted to the State of Texas by instrument recorded in Volume 412, page 382 and Volume 379, Page 596, Deed Records, Hidalgo County, Texas;

THENCE, along a curve to the left whose radius is 62.82 feet and being along a line parallel to and 35.0 feet Southeasterly from said canal centerline, an arc length distance of 92.05 feet to a 1/2 inch diameter iron rod set at the end of said arc for an inside corner of this herein described tract;

THENCE, North 06 degrees 10 minutes 10 seconds East, along a line parallel to and 35.0 feet Southeasterly from said canal centerline, a distance of 174.42 feet to a 1/2 inch diameter iron rod set for an inside corner of this herein described tract;

THENCE, along a curve to the right whose radius is 417.50 feet and being along a line parallel to and 35.0 feet Southeasterly from said canal centerline, an arc length distance of 218.65 feet to a 1/2 inch diameter iron rod set at the end of said arc for an inside corner of this herein described tract;

THENCE, North 36 degrees 11 minutes 47 seconds East, along a line parallel to and 35.0 feet Southeasterly from said canal centerline, a distance of 917.64 feet to a 1/2 inch diameter iron rod set for an inside corner of this herein described tract;

THENCE, along a curve to the left whose radius is 76.44 feet and being along a line parallel to and 35.0 feet Southeasterly from said canal centerline, an arc length distance of 37.08 feet to a 1/2 inch diameter iron rod set on intersection with the South line of an 80.0 foot Southern Pacific Railroad strip of land for the Northwest corner of this herein described tract; said rod lies 40.0 feet at a right angle from the North line of said Lot 15 being the center of said 80.0 foot strip of land and bears East, coincident with the South line of said railroad strip of land, a distance of 931.62 feet from the intersection of the South line of said railroad strip of land with the West line of said Lot 15;

THENCE, East, coincident with the South line of said railroad strip of land, a distance of 41.20 feet to a 1/2 inch diameter iron rod set for the Northeast corner of this herein described tract; said Northeast corner bears West, coincident with the South line of said railroad strip of land, a distance of 347.18 feet from a 1/2 inch diameter iron pipe found on the intersection of the East line of said Lot 15 with the South line of said railroad strip of land;

THENCE, South, along a line parallel to the East line of said Lot 15, a distance of 1,204.26 feet pass a 1/2 inch diameter iron rod set on the North right-of-way line of said F.M. 2128, at 1,254.26 feet in all to a 60-D nail set in asphalt on the South line of said Lot 15 for the Southeast corner of this herein described tract;

THENCE, North 89 degrees 52 minutes West, coincident with the South line of said Lot 15 lying in said F.M. 2128, a distance of 399.78 feet to a 60-D nail set on an outside corner of said Lot 15 and this herein described tract;
THENCE, South 89 degrees 56 minutes West, continuing with the South line of said Lot 15, a distance of 573.03 feet to the place of beginning, containing 13.30 gross acres of land, more or less, of which approximately 1.16 acres lie in F.M. 2128 and Doolittle Roads.

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Reservations from and Exceptions to Conveyance and Warranty:

SAVE AND EXCEPT all oil, gas and other minerals.

SUBJECT TO THE FOLLOWING:

(1) **Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1 and easements for roadways as shown on the recorded map of the above described subdivision.**
(2) **Highway easement in favor of the State of Texas as shown by instrument dated December 13, 1932, recorded in Volume 379, Page 596, Deed Records of Hidalgo County, Texas.**
(3) **Highway easement in favor of the State of Texas as shown by instrument dated February 21, 1936, recorded in Volume 412, Page 382, Deed Records of Hidalgo County, Texas.**
(4) **Irrigation line easement in favor of Hidalgo County Water Control and Improvement District No. 1 as shown by instrument dated March 31, 1939, recorded in Volume 519, Page 167 and dated September 5, 1946, recorded in Volume 593, Page 498, both in the Deed Records of Hidalgo County, Texas.**
(5) **Water Line easement in favor of North Alamo Water Supply Corporation as shown by instrument dated May 24, 1973, recorded in Volume 1411, Page 614, Deed Records of Hidalgo County, Texas.**
(6) **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by C. O. Hagan to Peter Verhalem, dated November 3, 1982, recorded in Volume 423, Page 964, Oil and Gas Records of Hidalgo County, Texas. Said lease has been assigned to PYRO Energy Corp..**
(7) **Rights of parties in possession.**
(8) **Visible or apparent easements on or across the property herein described.**
(9) **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City holding extra-territorial jurisdiction of said property.**
(10) **Grantors, their heirs, executors, administrators, successors or assigns, warrant, represent and agree that any mineral deed or mineral lease executed in the future, conveying any mineral interest they may have in the above described property, shall contain and shall be subject to the following provision:**

Notwithstanding any provisions contained herein to the contrary and without impairment of the validity of this lease/deed in any respect, it is agreed and understood that lessee/grantee, its successors or assigns or heirs and assigns shall not use all or any part of the surface of the above described lands for the purposes of mining, exploring or drilling, in the production of oil, gas and other minerals, laying of pipe line, building of tanks, power stations or other structures thereon, to produce, save, take care of, treat, transport or any other activities that may have anything to do with the mining, drilling for oil, gas, or any other operations. It is the intention of the parties hereto that lessee/grantee, his heirs and assigns, its successors or assigns shall not have the right to use the surface of the above described land or any part thereof nor have the right of ingress and egress upon described land. This prohibition with respect to the use of the surface of said land shall in no way impair the right of lessee to produce oil, gas or other mineral from said land, either by directional drilling from a well located on adjacent land or by some other method which will not require entry upon the surface of the above described leased premises or by including the land or a portion thereof with a pooled unit or units pursuant to the terms hereof.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When context requires, singular nouns and pronouns include the plural.

OSCAR L. GARZA d/b/a
GARZA-LONGORIA CATTLE COMPANY

LEO LONGORIA d/b/a
GARZA-LONGORIA CATTLE COMPANY

STATE OF TEXAS (Acknowledgement) VOL. 2990 PAGE 581

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 30th day of October, 1990, by OSCAR L. GARZA and LEO LONGORIA, d/b/a GARZA LONGORIA CATTLE COMPANY.

SHIRLEY CLANCEY NOTARY PUBLIC STATE OF TEXAS 6-1-93

Notary Public, State of Texas
Notary's name (printed): Shirley Clancey

Notary's commission expires: June 1, 1993

Charge to: Valley Land Title Co.

AFTER RECORDING RETURN TO:
ATLAS & HALL
P. O. Drawer 3725
McAllen, Texas 78502

GF 38,798

PREPARED IN THE LAW OFFICE OF:
L. G. "JERRY" CANALES
123B East McIntyre
Edinburg, Texas 78539
GF# 38798

FILED FOR RECORD
'90 NOV 5 PM 2:33
WILLIAM BILLY LEO
COUNTY CLERK
HARRIS COUNTY TEXAS

185602

VOLUME 519, PAGE 167, DEED RECORDS

32897

DEED WITH RESERVATION OF RIGHT OF WAY

HIDALGO WATER CONTROL & IMPROVEMENT DISTRICT NO.1 TO C. J. SIEGRIST

THE STATE OF TEXAS }
COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That Hidalgo County Water Control & Improvement District No. One, acting herein by and through its president and attested by its secretary, they each being thereunto duly authorized by resolution of the Board of directors of said district, for and in consideration of Ten Dollars ($10.00), to it paid by C. J. Siegrist of Hidalgo County, Texas, receipt of which is hereby acknowledged, and other good and valuable consideration by it also received.

HAS GRANTED, SOLD and CONVEYED, and By these Presents, Does Grant, Sell and Convey unto the said C. J. Siegrist, the canal right of way, consisting of a strip of land 150 ft. wide, taken off the south side of Lot 15 in Section 245 of the Texas Mexican Railway Surveys in Hidalgo County, Texas, said strip of land which is 150 ft. wide begins at the west line of said Lot 15 in said Section 245 and runs east along the south part of said Lot 15, with

DEED 519

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the south line of said Lot 15 as the south line of the tract hereby conveyed, said strip running a distance of 1128 feet east of the west line of said Lot 15 to said East line of Lot 15; reserving however, and not hereby conveying, an easement in said strip of land hereby conveyed 10 ft. wide on either side of the center line of the underground pipe for irrigation purposes under said strip of land. The said easement is here now reserved, in perpetuity on, over and under said land for the purpose of maintaining and operating said underground pipe line and for any other purposes that grantor may deem necessary in the operation, carrying on and maintenance of its irrigation system.

TO HAVE AND TO HOLD the above described strip of land, subject to the reservation of the easement aforesaid, unto the said C. J. Siegrist, his heirs and assigns forever. And grantor herein does hereby warrant the title thereto unto the said C. J. Siegrist, his heirs and assigns against the claim or claims of every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under this district and no further.

Witness the signature of Hidalgo County Water Control & Improvement District No. One this March 31 A.D. 1939.

ATTEST:

SEAL

T. G. MURROW
Secretary

HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

BY: W. H. ATWOOD
President

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

Before me the undersigned authority in and for Hidalgo County, Texas, on this day personally appeared W. H. Atwood, President of Board of Directors of Hidalgo County Water Control & Improvement District No. One, known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and is the act and deed of Hidalgo County Water Control & Improvement District No. One.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of March, A.D. 1939.

(SEAL)

J. F. CARL
NOTARY PUBLIC,
HIDALGO COUNTY, TEXAS

I, T.G. MURROW, Secretary of the Board of Directors of Hidalgo County Water Control & Improvement District No. One, do hereby certify that the above and foregoing instrument was authorized by a resolution of the board of directors of said water district passed on the 31 day of March, A.D. 1939 and recorded in Minute Book III at page 450 of the minutes of said board.

Given under my hand and official seal this 31 day of March, A.D. 1939.

(SEAL)

T. G. MURROW
Secretary of Board of Directors of
Hidalgo County Water Control &
Improvement District Number One

Filed for record this the 9th day of October A.D. 1943 at 10:30 o'clock A.M. and duly recorded this the 3rd day of November, A.D. 1943, at 11:25 o'clock A.M.

O. D. KIRKLAND, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY BILL LEVERMAN, DEPUTY

SEAL

****

VOLUME 593, PAGE 498, DEED RECORDS

##########

#16627

SPECIAL WARRANTY DEED

HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NUMBER 1 TO C. O. HAGAN

THE STATE OF TEXAS)

COUNTY OF HIDALGO) KNOW ALL MEN BY THESE PRESENTS:

That Hidalgo County Water Control and Improvement District Number One (1), acting herein by and through its Vice-President, whose act is attested by its Secretary, they each being duly authorized by resolution of its Board of Directors to execute these presents, for and in consideration of the sum of One ($1.00) Dollar in cash to it paid by C. O. Hagan, receipt of which is hereby acknowledged, and cumulative and in addition to that certain Special Warranty Deed executed by this Grantor to C. J. Siegrist dated March 31, 1939, recorded in Volume 519, page 167, of the Deed Records of Hidalgo County, Texas, to which reference is here made;

HAVE GRANTED, SOID AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the said C. O. Hagan of Hidalgo County, Texas, all that certain place, parcel or tract of land situated in Hidalgo County, Texas, and more particularly described as follows, to-wit:

A strip of land 150 feet wide taken off the south side of Lot Fifteen (15) in Section Two Hundred Forty-five (245) of the Texas-Mexican Railway Company's Surveys in Hidalgo County, Texas, said strip of land, which is 150 feet wide, begins at the West line of said Lot 15 in said section 245 and runs East along the South part of said Lot 15 with the South line of said Lot 15 as the South line of the tract hereby conveyed, said strip running a distance of 1128 feet East of the West line of said lot 15 to the East line of lot 15, reserving however, and not hereby conveyed, an easement in said strip of land hereby conveyed 10 feet wide on either side of the center line of the underground pipe for irrigation purposes under said strip of land. The said easement is here now reserved in perpetuity on, over and under said land for the purpose of maintaining and operating said underground pipe line and for any other purposes that Grantor may deem necessary in the operation, carrying on and maintenance of its irrigation system.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights, privileges and appurtenances thereto in any-wise belonging or appertaining unto the said C. O. Hagan, his heirs and assigns forever; and it does hereby bind itself, its successors and assigns to warrant and forever defend

the title to said premises unto the said C. O. Hagan, his heirs and assigns, against the claim or claims of every person whomsoever lawfully claiming or to claim the same by, through, or under it and no further.

IN WITNESS WHEREOF Grantor has caused these presents to be signed in its name by the President of its Board of Directors, and its seal to be affixed and attested by its Secretary, on this, the 5th day of September, A.D.1946.

HIDALGO COUNTY WATER CONTROL & IMPROVEMENT
DISTRICT NUMBER ONE.
BY John C. Hobson Vice-President, Board of Directors

(SEAL)
Attest:
Frank B. Waters
Secretary.

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

BEFORE ME, the undersigned, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared John C. Hobson, Vice-President of the Board of Directors of Hidalgo County Water Control and Improvement District Number One (1), known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 5th day of September, A. D. 1946.

(SEAL)

A. G. Haigh
A. G. Haigh
Notary Public, Hidalgo County,
Texas.

I, Frank B. Waters, Secretary of the Board of Directors of Hidalgo County Water Control and Improvement District Number One (1), do hereby certify that the above and foregoing Special Warranty Deed from this Water District to C. O. Hagan, was authorized by a resolution of the Board of Directors of said District, dated September 5th 1946 and the same appears of record in Volume 4, on page 348, of the Minutes of said Board.

To certify which, I have hereunto signed my name to this certificate as Secretary of said Board of Directors on this, the 5th day of September, A.D. 1946.

(SEAL)

Frank B. Waters
Secretary, Board of Directors,
Hidalgo County Water Control &
Improvement District Number One

AFFIDAVIT

OF PUBLICATION IN THE DONNA NEWS-ADVOCATE

STATE OF TEXAS)
COUNTY OF HIDALGO) SS.

Personally appeared before me this day, R. A. Jeffreys, known to me to be the editor of The Donna News-Advocate, who, being duly sworn according to law, deposes and says that the foregoing attached Notice of Private Sale Case No. ___ containing __ words, was published in The Donna News-Advocate on 23 1946, and thereafter each week for a total of 2 weeks that the rate charged therefor is not in excess of the legal rate prescribed by law and does not exceed the usual rate charged private individuals for like services; that the cost of said publication is $3.68

R. A. Jeffrey

SUBSCRIBED AND SWORN BEFORE ME THIS 3rd day of Sept. A.D. 1946.

(SEAL)

L. H. Hinkle L. H. Hinkle
Notary Public, Hidalgo County, Texas
My commission expires 6/1/47

NOTICE OF PRIVATE SALE

The Board of Directors of Hidalgo County Water Control and Improvement District No One, hereby gives notice under the provisions of Article 7880-125, R. C. S. of Texas of 1925, as amended, that it will receive bids to be opened at its regular meeting to be held in its office in Edinburg, Texas, on September 5, 1946, for the sale of the following described tracts of land situated in Hidalgo County, Texas:

A strip of land 150 feet wide taken off the South side of Lot 15 in Section 245 of the Texas-Mexican Railway Company's Surveys in Hidalgo County, Texas, said strip of land, which is 150 feet wide, begins at the West line of said Lot 15 in said section 245 and runs East along the south part of said Lot 15 with the South line of said Lot 15 as the South line of the tract hereby conveyed, said strip running a distance of 1128 feet East of the West line of said lot 15 to the East line of lot 15, there being reserved in the District an easment in said strip of land 10 feet wide on either side of the center line of the underground pipe for irigation purposes under said strip of land in perpetuity.

The Board reserves the right to reject any and all bids.

C. I. Haven,

Manager-Engineer

Filed for record the 19th day of September, 1946, at 4:00 P. M., and duly recorded the 4th day of October, 1946, at 3:00 o'clock P. M.,

D. C. HOGAN COUNTY CLERK,

HIDALGO COUNTY, TEXAS.

SEAL

BY M. Waterstradt, Deputy.

##########

VOLUME 1411, PAGE 614, DEED RECORDS

THE STATE OF TEXAS

COUNTY OF HIDALGO | 14783 RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That OSCAR L. GARZA and LEO LONGORIA, d/b/a GARZA-LONGORIA CATTLE COMPANY hereinafter called Grantors, in consideration of One Dollar ($1.00) and other good and valuable consideration paid by NORTH ALAMO WATER SUPPLY CORPORATION, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, including distributing lines, over and across the following land owned by Grantors in Hidalgo County, State of Texas, except the Grantee agrees to bury all pipe lines at least three feet deep and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, said easement to be located parallel to and adjacent to the South line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right-of-way; on the following described property:

25 acres lying East of canal out of Lot 15, Section 245, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, according to Map recorded in Volume 1, Page 16, Map Records of said County;

together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:
Deed of Trust from Oscar L. Garza and Leo Longoria, d/b/a Garza-Longoria Cattle Company to Nathan Winters, Trustee for First State Bank and Trust Company of Edinburg, dated March 8, 1973, filed March 12, 1973, County Clerk's File No. 5980, Deed of Trust Records;

IN WITNESS WHEREOF the said Grantors have executed this instrument this the 24th day of May, 1973.

GARZA-LONGORIA CATTLE COMPANY

BY: _____
Oscar L. Garza

BY: _____
Leo Longoria

STATE OF TEXAS I

COUNTY OF HIDALGO I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Oscar L. Garza and Leo Longoria known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24th day of May, 1973.

Anna Jo Neff

Notary Public in and for Hidalgo County, Texas

ANNA JO NEFF

D. W. Johnson

FILED FOR RECORD THIS DATE
At 8:38 o'clock A M.
JUN 24 1974
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By D.O. Diaz Deputy

14783

2258959 Vol 3242 Pg 201

STATE OF TEXAS :

COUNTY OF HIDALGO :

THAT the COUNTY OF HIDALGO, TEXAS, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 13th day of April, 1992, does by these presents GRANT, GIVE AND RELINQUISH to

CENTRAL POWER AND LIGHT COMPANY

hereinafter called Permittee, of the County of Hidalgo, Texas, the right, privilege and authority to construct, reconstruct, lay and maintain an underground electrical cable, including a padmount transformer, over and across the property described as follows, to-wit:

BEING A STRIP OF LAND 10.0 FEET WIDE, 5.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE FOR THE PURPOSES OF A UTILITY EASEMENT TO CENTRAL POWER AND LIGHT COMPANY:

COMMENCING AT A 60-D NAIL FOUND ON THE CENTER OF F.M. 2128; SAID 60-D NAIL BEARS SOUTH 89 DEGREES 56 MINUTES EAST, A DISTANCE OF 573.03 FEET, AND THENCE, SOUTH 89 DEGREES 52 MINUTES EAST, A DISTANCE OF 399.78 FEET FROM A 60-D NAIL FOUND ON THE SOUTHWEST CORNER OF LOT 15, SECTION 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS OF HIDALGO COUNTY, TEXAS; THENCE,

NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 265.0 FEET TO A 60-D NAIL SET; THENCE,

NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, AT A RIGHT ANGLE TO THE PREVIOUS CALL, A DISTANCE OF 259.0 FEET TO A 1/2 INCH DIAMETER IRON ROD FOR THE POINT OF BEGINNING OF SAID 10.0 FOOT WIDE STRIP OF LAND;

THENCE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 111.0 FEET TO A 1/2 INCH DIAMETER IRON ROD;

THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 394.65 FEET TO A 1/2 INCH DIAMETER IRON ROD SET FOR THE END OF THIS HEREIN DESCRIBED CENTERLINE; SAID ROD LIES ON THE WEST LINE OF A 13.30 GROSS ACRE TRACT LAND ALSO BEING THE EASTERLY LINE OF A 70.0 FOOT CANAL RIGHT-OF-WAY.

The granting, giving and authorizing of permission for said aforenamed Permittee to so construct, reconstruct, lay and maintain an underground electrical cable, including a padmount transformer over and across the property described above, being conditioned that Permittee agrees that:

1. The Permittee will employ a competent person or firm to do such installation.

2. That Permittee will use all proper caution in performing the work to prevent injury to all persons and property and that it will indemnify Hidalgo County against all damages that may be assessed against it by reasons of the work here permitted and the maintenance of such lines.

This permit shall terminate and extinguish upon 30 days notice being given to Permittee by the County of Hidalgo, Texas.

HIDALGO COUNTY, TEXAS

By: _____
J. Edgar Ruiz, County Judge

Vol 3242 Pg 202

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS ON THIS DAY PERSONALLY APPEARED J. EDGAR RUIZ, COUNTY JUDGE OF HIDALGO COUNTY, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 13th DAY OF April, 1992.

Vona Walker
NOTARY PUBLIC, STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
VONA WALKER
Notary Public
STATE OF TEXAS
My Comm. Exp. May 31, 1996

CLOSED

HIDALGO COUNTY DRAINAGE DIST. #1
COUNTY ADMINISTRATION BLDG #3
100 E. CANO - SECOND FLOOR
EDINBURG, TX 78539 - 512-318-2642

VOL 3242 PAGE 203

FILED FOR RECORD
20 AM 10 09
LY LEO
CLERK
Y TEXAS

AI-8926 **24.A.8.**

RabaKistner Invoice 017450
CC REGULAR

Date: 04/22/2008
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 of Invoice No. 017450 in the amount of $2,450.00 from Raba-Kistner Consultant, Inc., contracted engineer for Hidalgo County New Government Facility, with authority for Auditor to review and complete processing procedures and County Treasurer to issue payment/check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-413-00-220-034-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Avail. Balance 1,859,375.00 as of 04/17/08.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2008 08:57 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 10:01 AM	APRV
3	Rey Salazar	Rey Salazar	04/17/2008 05:17 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 09:50 AM	APRV
5	Martha Salazar		04/18/2008 05:37 PM	NEW

Form Started By: Rocio Villarreal Started On: 04/16/2008 04:48 PM

Final Approval Date: 04/18/2008

INVOICE

INVOICE DATE 01/30/2008
INVOICE NUMBER 017450

PROJECT AMA07-188-00
COUNTY GOVERNMENT CENTER BLDG
CLIENT NUMBER A10126

Raba Kistner

Ms. Rocio Villarreal
Hidalgo County - Purchasing Department
2802 South Business 281
Edinburg, Texas 78539

Raba-Kistner Consultants , Inc
PO BOX 971037
DALLAS TX 75397-1037
210-699-9090

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 01/19/2008

SERVICES	QTY	RATE	PER		AMOUNT
FIELD OPERATIONS	1.00	850.00	LS	$	850.00
LABORATORY TESTING	1.00	600.00	LS	$	600.00
ENGINEERING					
PRINCIPAL	0.50	190.00	HR	$	95.00
PROFESSIONAL	6.00	165.00	HR	$	990.00
AUTO CAD OPERATOR	1.00	85.00	HR	$	85.00
TECHNICAL/CLERICAL/ADMIN.	2.50	55.00	HR	$	137.50
			TOTAL:	$	2,757.50

AMOUNT DUE THIS INVOICE $ 2,750.00

INVOICES ARE SUBMITTED MONTHLY AND ARE DUE ON RECEIPT
CARRYING CHARGES MAY BE ASSESSED ON INVOICES UNPAID BEYOND 30 DAYS FROM BILLING DATE
PLEASE PAY FROM THIS INVOICE

AI-8878 **24.A.9.**

Courthouse Remediation/Repairs
CC REGULAR

Date: 04/22/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action in connection with water damages sustained to first and second floor courtrooms and surrounding areas including, but not limited to, the following:

A. Dry-outs, remediation/abatement of asbestos containing materials, build back of 93rd., 275th., 370th. District Courts and affected surrounding areas of the first and second floors of the Courthouse;

B. Emergency dry-out, remediation/abatement of asbestos containing materials and build back of County Court at Law #5 (housed on the second floor in the area, aka, the old 206th. District Court and adjacent to the 93rd.) after the discovery of water damage arising from the original ruptured water line (on 3/14 or 3/15/08);

C. Authority for Clean Air Solutions to propose the costs assoicated with the dry-out, abatement and build back of CCL #5;

D. Recap of current and recent repairs to the Hidalgo County Courthouse;

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No fiscal impact at this point.

Attachments

Link: backup
Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department (Originator)	Marty Salazar	04/17/2008 02:33 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 03:36 PM	APRV
3	Erika Reyna		04/18/2008 02:29 PM	PEND
4	Auditor's Office	Linda Fong	04/18/2008 02:06 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 02:29 PM	APRV

Form Started By: Marty Salazar Started On: 04/15/2008 03:04 PM

Final Approval Date: 04/18/2008

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Client:	Hidalgo County Court House (Supplement - Asbestos Abatment)		
Property:	100 No. Closner Edinburg, TX 78539		
Operator Info:			
Operator:	ALLAN		
Estimator:	Allan R. Moore	Business:	(281) 499-4747
Business:	111 Brand Ln Suite 400 Stafford, TX 77477		
Reference:		Business:	(888) 599-4747
Company:	CAS Companies		
Business:	111 Brand Lane Suite 400 Stafford, TX 77477		
Type of Estimate:	Asbestos Abatement		
Date Entered:	3/15/2008	Date Assigned:	3/15/2008

Price List:	TXMC2S7C Restoration/Service/Remodel
Estimate:	HIDALGO-COURT-ASB-S
File Number:	2008-104ST-06

RE: **Hidalgo County Court House**
Asbestos Abatement
CAS Quote # 2008-104ST-06

(Supplement)

CAS Companies (Clean Air Solutions) is pleased to provide you with this proposal to provide services for **Abatement** to the Hidalgo County Court House. **Asbestos**

CAS Companies (Clean Air Solutions) is a Texas Interlocal Purchasing System (TIPS) approved contractor whom Hidalgo County would contract with to perform the work as described in the scope of work.

This proposal is inclusive of labor, materials, equipment, and insurance by a Best rated company.
purposes can be requested to The Interlocal Purchasing System by contacting TIPS directly at Request for auditing (866) 839-8477.

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Summary for Dwelling

Line Item Total				36,088.93
Overhead	@	10.0% x	36,088.93	3,608.89
Profit	@	10.0% x	36,088.93	3,608.89
Replacement Cost Value				**$43,306.71**
Net Claim				**$43,306.71**

Allan R. Moore

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Client:	Hidalgo County Court House - 5th County Court Room (Build Back)		
Property:	100 No. Closner Edinburg, TX 78539		
Operator Info:			
Operator:	ALLAN		
Estimator:	Allan R. Moore	Business:	(281) 499-4747
Business:	111 Brand Ln Suite 400 Stafford, TX 77477		
Reference:		Business:	(888) 599-4747
Company:	CAS Companies		
Business:	111 Brand Lane Suite 400 Stafford, TX 77477		
Type of Estimate:	Water Damage		
Date Entered:	3/15/2008 Date Assigned: 3/15/2008		
Price List:	TXMC2S7C Restoration/Service/Remodel		
Estimate:	HIDALGO-COURT-BB-S		
File Number:	2008-103ST-06		

RE: **Hidalgo County Court House**
Water Damage
CAS Quote # 2008-103ST-06

(Supplement)

CAS Companies (Clean Air Solutions)is pleased to provide you with this proposal to provide services for build back to the Hidalgo County Court House.

CAS Companies (Clean Air Solutions) is a Texas Interlocal Purchasing System (TIPS) approved contractor whom Hidalgo County would contract with to perform the work as described in the scope of work.

This proposal is inclusive of labor, materials, equipment, and insurance by a Best rated company.
purposes can be requested to The Interlocal Purchasing System by contacting TIPS directly at Request for auditing (866) 839-8477.

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Summary for Dwelling

Line Item Total				101,700.29
Overhead	@	10.0% x	101,700.29	10,170.03
Profit	@	10.0% x	101,700.29	10,170.03
Replacement Cost Value				**$122,040.35**
Net Claim				**$122,040.35**

Allan R. Moore

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Client:	Hidalgo County Court House (Supplement - Dry Out)	Business:	(956) 318-2626
Property:	100 No. Closner Edinburg, TX 78539		
Operator Info:			
Operator:	ALLAN		
Estimator:	Allan R. Moore	Business:	(281) 499-4747
Business:	111 Brand Ln Suite 400 Stafford, TX 77477		
Reference:		Business:	(888) 599-4747
Company:	CAS Companies		
Business:	111 Brand Lane Suite 400 Stafford, TX 77477		
Type of Estimate:	Water Damage		
Date Entered:	3/15/2008	Date Assigned:	3/15/2008
Price List:	TXMC2S7C Restoration/Service/Remodel		
Estimate:	HIDALGO-COURT-DO-SUP		
File Number:	2008-100ST-06		

RE: **Hidalgo County Court House**
Water Damage
CAS Quote # 2008-100ST-06

(Supplement)

CAS Companies (Clean Air Solutions)is pleased to provide you with this proposal to provide services to mitigate / dry out the water damage to the Hidalgo County Court House.

CAS Companies (Clean Air Solutions) is a Texas Interlocal Purchasing System (TIPS) approved contractor whom Hidalgo County would contract with to perform the work as described in the scope of work.

This proposal is inclusive of labor, materials, equipment, and insurance by a Best rated company.
purposes can be requested to The Interlocal Purchasing System by contacting TIPS directly at Request for auditing (866) 839-8477.

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Summary for Dwelling

Line Item Total				8,011.79
Total Adjustments for Base Service Charges				284.09
Subtotal				8,295.88
Overhead	@	10.0% x	8,295.88	829.59
Profit	@	10.0% x	8,295.88	829.59
Replacement Cost Value				**$9,955.06**
Net Claim				**$9,955.06**

Allan R. Moore

AI-8875 **24.A.10.**

Renewal/Extension For "Sage Millenium Financal Software Consulting Services"

CC REGULAR

Date: 04/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the last one (1) year option to renew and extend (as provided under the current agreement) with "Lava Concepts-Consulting Services" for C-07-082-05-06-Hidalgo County For Sage Millenium Financial Software Consulting Services", under the same rates, terms and conditions.

BACKGROUND

As per It Department, Renan Ramirez approved of final one (1) year renewal/extension.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$108,091.42 available balance as of 04/19/08.

Attachments

Link: Lava Concepts Consulting Services Contract
Link: Renewal/Extension Letter to Lava Concepts
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/17/2008 09:45 AM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 09:46 AM	APRV
3	Rey Salazar	Rey Salazar	04/18/2008 10:37 AM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 02:07 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 02:29 PM	APRV

Form Started By: Vangie Garcia

Started On: 04/15/2008 01:41 PM

Final Approval Date: 04/18/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-07-082-05-06

THIS AGREEMENT is made on the 6th day of **MAY**, **2007** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **RUPERTO LEE GONZALEZ** a resident of (Hidalgo County, Texas) **d/b/a LAVA CONCEPTS & CONSULTING** (hereinafter"Contractor") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Contractor agree as follows:

1. Contractor agrees to provide the County the consulting services required by Hidalgo County in connection with **"CONSULTING SERVICES FOR HIDALGO COUNTY'S SAGE SYSTEMS"** (the "Plan") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County are requested proposals form professional consultants to assist the County to providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Contractor will report any problems or recommended changes in the implementation of **"CONSULTING SERVICES FOR HIDALGO COUNTY'S SAGE SYSTEMS"** to Hidalgo County.

3. As consideration for services of Contractor described herein, County agrees to pay Contractor the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Contractor must comply with all applicable County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is an independent contractor and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Contractor agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Contractor at the time of termination under this contract will be due and payable to Contractor within thirty (30) days following the time of contract termination.

6. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall commence **May 6, 2007** and terminate **May 6, 2008**, unless earlier terminated as herein provided. Subject to County funding and compliance with applicable purchasing laws and regulations, this Contract may be renewed

by County, in its sole discretion , for One (1) additional One (1) year term, under the same rates, terms and conditions.

9. Notice. 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 be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:
County of Hidalgo, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor:
LAVA CONCEPTS & CONSULTING
Attn: Lee Gonzalez
3908 Warbler 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 at it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Contractor shall be construed so as to require the commission of any contrary to law, and whenever this 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 hereof, 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 extend necessary to bring them within the legal requirements and only during the time such conflict exists.

11. 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

12. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Contractor and not otherwise.

13. 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.

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

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

16. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

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

18. Gender and Number. 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.

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

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Contractor agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Contractor or the acts or omissions of Contractor employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

23. To the extend permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

24. Representation and Warranties. Contractor represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Contractor additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Contractor pursuant to this Contract. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as a material inducement to County to enter into the Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON, MAY 6, 2006.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: _____

Date: 5-16-07

COUNTY OF HIDALGO, TEXAS

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

Date: 5/18/07

ATTEST:

Arturo Guajardo, Jr.

Arturo Guajardo, Jr., County Clerk

Date: 5/23/07

CONTRACTOR

By: _____
Printed Name: Rupert Lee Gonzalez
Title: Owner
Date: 5-25-2007

EXHIBIT "A"
SCOPE OF SERVICES

Hidalgo County
"Consulting Services For Hidalgo County's Sage System"
RFP No: 2007-082-04-04

CONSULTING REQUIREMENTS

1. Provide professional assistance related to Hidalgo County's SAGE Millennium Financial Software.
2. Work with our staff to help them gain a general understanding of the SAGE Millennium Financial Software system.
3. Training in all areas of the SAGE Millennium Financial Software system, including but not limited to:

   - System Administration
   - Creating and Maintaining Users
   - User Security
   - Creating, Setup, Assigning, and Defining of the Organization Master
   - Establishing and Managing the Financial Accounting System
   - Establishing Account Dimensions
   - Managing Account Information
   - Establishing Requisition Master Files
   - Managing Vendor and Customer Information
   - Managing Journal Entries
   - Managing Cash Receipts
   - Managing Order Processing
   - Managing Payments
   - Managing Budgets
   - Vendor 1099 Processing
   - Establishing and Managing the Human Resource System
   - Establishing Employee Classifications
   - Managing Deduction Benefits
   - Establishing and Managing Employee Personnel Information
   - Managing Employee Payroll Information
   - Managing the Payroll Process
   - Processing of Employee Leaves
   - Managing Salary Schedules
   - Managing Positions
   - Setup and Maintaining Fixed Assets
   - Managing Budget Preparation
   - Printing and Viewing Reports
   - Monthly and Year End Reporting and Closing Procedures
   - Periodic Backup Procedures

4. Test to assure that SAGE Millennium is functioning as intended.
5. Create custom reports based on criteria provided by our staff, to fit the specific needs of Hidalgo County.
6. Must be able to be present within a 4 hour period when called on emergency issues.

EXHIBIT "B"
PAYMENT SCHEDULE

Hidalgo County
Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

LAVA
CONCEPTS & CONSULTING

Consultant Services Quote

This quotation is the final price and may not be subject to change.

Item #	Description	Qty	Unit Price	Subtotal
	Consulting Fees			
	Provide Training to Hidalgo County staff on the Sage Millennium Financial Software system.		Daily Rate	
	Test to assure that Sage Millennium is functioning as intended and producing accurate financial reports based on input.			
	Create custom reports based on criteria provided by your staff to fit the specific needs of Hidalgo County.			
	Consulting Hourly Rate Fees if 5 Hours or Less			
			Hourly Rate	$90
			Total	

Daily Rate based on Ten or more days per Contract, less than Ten days will be billed at a $550 Daily Rate.

Rupert Lee Gonzalez
Printed Name

5/14/2007
Date

Signature

Owner
Title

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 5/15/2007

PRODUCER
TECHINSURANCE
1301 Central Expy South, Suite 115
Allen, TX, 75013
(800) 668-7020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Ruperto Lee Gonzalez dba Lava Concepts & Consulting
3908 Warbler Ave
Mcallen, TX 78504

INSURER A: The Hartford
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	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	46SBMUB0851	3/27/2007	3/27/2008	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 $ 300,000 $ 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 LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	OTHER PROFESSIONAL LIABILITY (Errors & Omissions) FIDELITY BOND (Third Party Employee Dishonesty) EMPLOYMENT PRACTICES LIABILITY				CLAIMS-MADE OCCURRENCE AGGREGATE EACH OCCURRENCE EACH OCCURRENCE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Note: General Liability Exclusion - Testing or Consulting Errors and Ommissions Form SS05090300

CERTIFICATE HOLDER | [ ] ADDITIONAL INSURED; INSURER LETTER: | **CANCELLATION**

Hildago County
100 E. Cano
Edinburg, TX 78540

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 James Cohen

© ACORD CORPORATION 1988

Attn' Vonne

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Ruperto Lee Gonzalez DBA Lava Concepts & Consulting

ADDRESS OF NAMED INSURED: 3908 Warbler Ave., McAllen, Tx 78504-5943

POLICY NUMBER	092 8994			
EFFECTIVE DATE OF POLICY	01/07/07 to 07/07			
DESCRIPTION OF VEHICLE (Including VIN)	2004 Toyota Corolla			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	100,000			
Each Accident	300,000			
b. Property Damage Each Accident	100,000			
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☒ YES ☐ NO $ 500.00 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
b. Collision	☒ YES ☐ NO $ 500.00 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

Agent 6426 05/15/07

Signature of Authorized Representative | Title | Agent's Code Number | Date

Name and Address of Certificate Holder

Hidalgo County
100 E. Cano
Edinburg, Texas 78539

Name and Address of Agent

State Farm Insurance
Leo Rodriquez, Agent
740 Nolana, Suite #4
McAllen, Texas 78504

INTERNAL STATE FARM USE ONLY. ☐ Request permanent Certificate of Insurance for liability coverage
122429 3 Rev 07-26-2005 ☐ Request Certificate Holder to be added as an Additional Insured

Affidavit & Indemnity Agreement

Date: April 3, 2006

Affiant: LAVA Concepts & Consulting

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Ruperto Lee Gonzalez states she is a sole proprietor doing business as LAVA Concepts & Consulting with Hidalgo County under _____ dated _____. Affiant will provide services for Hidalgo County under a Hidalgo County Purchase Order # _____ as approved on _____.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Printed Name of Affiant: Ruperto Lee Gonzalez

SWORN AND SUBSCRIBED TO under oath before me on 3rd day of April, 2006

Angela Garcia
Notary Public, State of Texas

ANGELA GARCIA
Notary Public, State of Texas
My Commission Expires
07-26-2008

AI-3741 **14.A.8.**

Consulting Services For Sage Systems

CC REGULAR

Date: 05/08/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, acceptance, and approval of the final negotiated contract including acceptance of the "Best and Final Offer" (subject to legal review) with Lava Concepts for "RFP NO: 2007-082-04-04-VYG-Hidalgo County-Consulting Services For Sage Systems" Project.

BACKGROUND

Fiscal Impact

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

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/02/2007 04:56 PM	APRV
2	Budget & Management	Dina Trevino	05/03/2007 02:26 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	05/04/2007 01:48 PM	APRV
4	Auditor's Office		05/04/2007 04:19 PM	NEW

Form Started By: Vangie Garcia Started On: 05/02/2007 04:15 PM
Final Approval Date: 05/04/2007

8. **Presentation for discussion, acceptance, and approval of the final negotiated contract including acceptance of the "Best and Final Offer" (subject to legal review) with Lava Concepts for "RFP NO: 2007-082-04-04-VYG-Hidalgo County-Consulting Services For Sage Systems" Project.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

9. **Presentation for discussion, consideration and action for Hidalgo County to exercise its option (as permitted under original RFP Proposal: 2006-178-05-17-Excess Workers' Compensation Insurance Project) to extend all coverages with the offered premium(s) in the amount of $64,036.22 (as detailed in the attachments herein) with the term from July 10, 2007 through December 31, 2007, as presented by and through McGriff, Seibels & Williams Insurance Service, Inc.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

10. **Requesting approval of a "Certificate of Substantial Completion" as submitted by contractor, Rigney Construction & Development, LLC, and reviewed by project architect Alcocer Garcia Associates, reflecting the substantial completion date of April 30, 2007 for the "398th District Court Remodel" for Hidalgo County. C-06-176-O1-29**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. **Pct. *2***

1. **Presentation for consideration, discussion, acceptance and approval of a proposal from Anderson Machinery Co. through Hidalgo County's participation/membership/interlocal agreement with H-GAG including accessories requested FBO Pct 2 for: One (1) Double Drum Compactor Bomag BWI5IAD-2 at a cost of $103,088.48. (7-196)**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to purchase through the Inter Local Agreement with Buyboard vendor Philpoft Motor Co., Port Neches, Texas and approval of specifications attached hereto for: "One (1) New Model F-550 Diesel Cab and Chassis with Service Body" ...~ ... $ 57,557.00**
Fee $ 400.00
Total $ 57,957.00 project #(07-153)

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

PURCHASING DEPARTMENT
County Of Hidalgo

April 15, 2008

Mr. Ruperto Lee Gonzalez
Lava Concepts & Consulting
3908 Warbler Avenue
McAllen, Texas 78504

Re: C-07-082-05-06 -
"Consulting Services For Hidalgo County's Sage Systems"

Dear Mr. Gonzalez:

This notice is in reference to your company's contract with Hidalgo County which is due to expire on the 6th of May, 2008, for "Consulting Services For Hidalgo County's Sage Systems".

County Commissioners' will discuss, consider and take action in connection with Hidalgo County's option to exercise the one (1) year option for renewal/extension, at the same rates, terms, and conditions as reflected in the specifications/requirements/contract. Term would be effective: May 7, 2008 and terminating on May 6, 2009.

Your continuous contractual services with Hidalgo County is appreciated and should you have any questions or require additional information please do no hesitate to call me.

Sincerely,

Vangie Y. Garcia, Buyer II
Hidalgo County Purchasing Department

(P) 956-292-7000-extension 4856
email: garcia_vangie@yahoo.com
or: evangelina.garcia@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-07-082-05-06

THIS AGREEMENT is made on the 6th day of **MAY**, **2007** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **RUPERTO LEE GONZALEZ** a resident of (Hidalgo County, Texas) **d/b/a LAVA CONCEPTS & CONSULTING** (hereinafter"Contractor") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Contractor agree as follows:

1. Contractor agrees to provide the County the consulting services required by Hidalgo County in connection with **"CONSULTING SERVICES FOR HIDALGO COUNTY'S SAGE SYSTEMS"** (the "Plan") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County are requested proposals form professional consultants to assist the County to providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Contractor will report any problems or recommended changes in the implementation of **"CONSULTING SERVICES FOR HIDALGO COUNTY'S SAGE SYSTEMS"** to Hidalgo County.

3. As consideration for services of Contractor described herein, County agrees to pay Contractor the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Contractor must comply with all applicable County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is an independent contractor and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Contractor agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Contractor at the time of termination under this contract will be due and payable to Contractor within thirty (30) days following the time of contract termination.

6. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall commence **May 6, 2007** and terminate **May 6, 2008**, unless earlier terminated as herein provided. Subject to County funding and compliance with applicable purchasing laws and regulations, this Contract may be renewed

by County, in its sole discretion, for One (1) additional One (1) year term, under the same rates, terms and conditions.

9. Notice. 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 be either be (i) personally against a written receipt, or (II) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:	County of Hidalgo, Texas Attn: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Contractor:	LAVA CONCEPTS & CONSULTING Attn: Lee Gonzalez 3908 Warbler 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 at it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Contractor shall be construed so as to require the commission of any contrary to law, and whenever this 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 hereof, 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 extend necessary to bring them within the legal requirements and only during the time such conflict exists.

11. 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

12. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Contractor and not otherwise.

13. 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.

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

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

16. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

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

18. Gender and Number. 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.

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

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Contractor agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Contractor or the acts or omissions of Contractor employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

23. To the extend permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

24. Representation and Warranties. Contractor represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Contractor additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Contractor pursuant to this Contract. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as a material inducement to County to enter into the Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON, MAY 6, 2006.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: _____

Date: 5-16-07

COUNTY OF HIDALGO, TEXAS

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

Date: 5/18/07

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date: 5/23/07

CONTRACTOR

By: _____

Printed Name: Ruperto Cea Gonzalez

Title: Owner

Date: 5-25-2007

EXHIBIT "A"
SCOPE OF SERVICES

Hidalgo County
"Consulting Services For Hidalgo County's Sage System"
RFP No: 2007-082-04-04

CONSULTING REQUIREMENTS

1. Provide professional assistance related to Hidalgo County's SAGE Millennium Financial Software.
2. Work with our staff to help them gain a general understanding of the SAGE Millennium Financial Software system.
3. Training in all areas of the SAGE Millennium Financial Software system, including but not limited to:

   - System Administration
   - Creating and Maintaining Users
   - User Security
   - Creating, Setup, Assigning, and Defining of the Organization Master
   - Establishing and Managing the Financial Accounting System
   - Establishing Account Dimensions
   - Managing Account Information
   - Establishing Requisition Master Files
   - Managing Vendor and Customer Information
   - Managing Journal Entries
   - Managing Cash Receipts
   - Managing Order Processing
   - Managing Payments
   - Managing Budgets
   - Vendor 1099 Processing
   - Establishing and Managing the Human Resource System
   - Establishing Employee Classifications
   - Managing Deduction Benefits
   - Establishing and Managing Employee Personnel Information
   - Managing Employee Payroll Information
   - Managing the Payroll Process
   - Processing of Employee Leaves
   - Managing Salary Schedules
   - Managing Positions
   - Setup and Maintaining Fixed Assets
   - Managing Budget Preparation
   - Printing and Viewing Reports
   - Monthly and Year End Reporting and Closing Procedures
   - Periodic Backup Procedures

4. Test to assure that SAGE Millennium is functioning as intended.
5. Create custom reports based on criteria provided by our staff, to fit the specific needs of Hidalgo County.
6. Must be able to be present within a 4 hour period when called on emergency issues.

EXHIBIT "B"
PAYMENT SCHEDULE

Hidalgo County
Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

LAVA
CONCEPTS & CONSULTING

Consultant Services Quote

This quotation is the final price and may not be subject to change.

Item #	Description	Qty	Unit Price	Subtotal
	Consulting Fees:			
	Provide Training to Hidalgo County staff on the Sage Millennium Financial Software system.		Daily Rate	# 500.00
	Test to assure that Sage Millennium is functioning as intended and producing accurate financial reports based on input.			
	Create custom reports based on criteria provided by your staff to fit the specific needs of Hidalgo County.			
	Consulting Hourly Rate Fees if 5 Hours or Less:			# 90.00
			Hourly Rate	
			Total	

Daily Rate based on Ten or more days per Contract, less than Ten days will be billed at a $550 Daily Rate.

Rupert Lee Gonzalez — Printed Name
5/14/2007 — Date
Signature
Owner — Title

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 5/15/2007

PRODUCER
TECHINSURANCE
1301 Central Expy South, Suite 115
Allen, TX, 75013
(800) 668-7020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Ruperto Lee Gonzalez dba Lava Concepts & Consulting
3908 Warbler Ave
Mcallen, TX 78504

INSURER A: The Hartford
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	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	46SBMUB0851	3/27/2007	3/27/2008	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 $ 300,000 $ 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 LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	OTHER PROFESSIONAL LIABILITY (Errors & Omissions) FIDELITY BOND (Third Party Employee Dishonesty) EMPLOYMENT PRACTICES LIABILITY				CLAIMS-MADE OCCURRENCE AGGREGATE EACH OCCURRENCE EACH OCCURRENCE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Note: General Liability Exclusion - Testing or Consulting Errors and Ommissions Form SS05090300

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

Hildago County
100 E. Cano
Edinburg, TX 78540

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 James Cohen

© ACORD CORPORATION 1988

Attn: Vonne

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Ruperto Lee Gonzalez DBA Lava Concepts & Consulting

ADDRESS OF NAMED INSURED: 3908 Warbler Ave., McAllen, Tx 78504-5943

POLICY NUMBER	092 8994			
EFFECTIVE DATE OF POLICY	01/07/07 to 07/07			
DESCRIPTION OF VEHICLE (Including VIN)	2004 Toyota Corolla			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	100,000			
Each Accident	300,000			
b. Property Damage Each Accident	100,000			
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☒ YES ☐ NO $ 500.00 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
b. Collision	☒ YES ☐ NO $ 500.00 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

Agent | 6426 | 05/15/07

Signature of Authorized Representative | Title | Agent's Code Number | Date

Name and Address of Certificate Holder

Hidalgo County
100 E. Cano
Edinburg, Texas 78539

Name and Address of Agent

State Farm Insurance
Lee Rodriguez, Agent
740 Nolana, Suite 84
McAllen, Texas 78504

INTERNAL STATE FARM USE ONLY. ☐ Request permanent Certificate of Insurance for liability coverage
122429 3 Rev 07-26-2005 ☐ Request Certificate Holder to be added as an Additional Insured

Affidavit & Indemnity Agreement

Date: April 3, 2006

Affiant: LAVA Concepts & Consulting

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Ruperto Lee Gonzalez states she is a sole proprietor doing business as LAVA Concepts & Consulting with Hidalgo County under _____ dated _____. Affiant will provide services for Hidalgo County under a Hidalgo County Purchase Order # _____ as approved on _____.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Printed Name of Affiant: Ruperto Lee Gonzalez

SWORN AND SUBSCRIBED TO under oath before me on 3rd day of April, 2006

Angela Garcia
Notary Public, State of Texas

ANGELA GARCIA
Notary Public, State of Texas
My Commission Expires
07-26-2008

AI-3741 **14.A.8.**

Consulting Services For Sage Systems

CC REGULAR

Date: 05/08/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, acceptance, and approval of the final negotiated contract including acceptance of the "Best and Final Offer" (subject to legal review) with Lava Concepts for "RFP NO: 2007-082-04-04-VYG-Hidalgo County-Consulting Services For Sage Systems" Project.

BACKGROUND

Fiscal Impact

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

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/02/2007 04:56 PM	APRV
2	Budget & Management	Dina Trevino	05/03/2007 02:26 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	05/04/2007 01:48 PM	APRV
4	Auditor's Office		05/04/2007 04:19 PM	NEW

Form Started By: Vangie Garcia Started On: 05/02/2007 04:15 PM
Final Approval Date: 05/04/2007

8. **Presentation for discussion, acceptance, and approval of the final negotiated contract including acceptance of the "Best and Final Offer" (subject to legal review) with Lava Concepts for "RFP NO: 2007-082-04-04-VYG-Hidalgo County-Consulting Services For Sage Systems" Project.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

9. **Presentation for discussion, consideration and action for Hidalgo County to exercise its option (as permitted under original RFP Proposal: 2006-178-05-17-Excess Workers' Compensation Insurance Project) to extend all coverages with the offered premium(s) in the amount of $64,036.22 (as detailed in the attachments herein) with the term from July 10, 2007 through December 31, 2007, as presented by and through McGriff, Seibels & Williams Insurance Service, Inc.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

10. **Requesting approval of a "Certificate of Substantial Completion" as submitted by contractor, Rigney Construction & Development, LLC, and reviewed by project architect Alcocer Garcia Associates, reflecting the substantial completion date of April 30, 2007 for the "398th District Court Remodel" for Hidalgo County. C-06-176-01-29**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. **Pct. 2**

1. **Presentation for consideration, discussion, acceptance and approval of a proposal from Anderson Machinery Co. through Hidalgo County's participation/membership/interlocal agreement with H-GAG including accessories requested FBO Pct 2 for: One (1) Double Drum Compactor Bomag BW15AD-2 at a cost of $103,088.48. (7-196)**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to purchase through the Inter Local Agreement with Buyboard vendor Philpoft Motor Co., Port Neches, Texas and approval of specifications attached hereto for: "One (1) New Model F-550 Diesel Cab and Chassis with Service Body" ...~ ... $ 57,557.00**
Fee $ 400.00
Total $ 57,957.00 project #(07-153)

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

AI-8840 **24.A.11.**

Harris County Department Of Education (HCDE)
CC REGULAR

Date: 04/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for consideration, discussion, and approval to renew/extend for another year the "County Master Service Interlocal Contract" (previously approved by CC on 07/03/07) between Harris County Department of Education (HCDE) and Hidalgo County, thus allowing the County to still be a member of the Cooperative Purchasing Program and utilize the procurement resources that are compliant with bidding requirements. Note: No membership dues or fees required.

B. Presentation for consideration, discussion, and approval to renew/extend for another year the "Interlocal Contract(s) Addendum #1-(HCDE)-Choice Facility Partners", for Job Order Contract ("JOC") Services via its JOC contractors and "(HCDE)-Purchasing Cooperative", for purchases of products/services and expand procurement resouces that are compliant with bidding requirements. Note: No membership dues or fees required.

BACKGROUND

Interlocal(s) with Harris County Department of Education (HCDE) are automatically renewed/extended each year with members, but for practical purposes, Purchasing Department wishes to have CC approve on such request.

Fiscal Impact

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

BUDGETARY IMPACT:

Approval of items 1 & 2 do not require funding. No budgetary impact as of 4-15-08.

Attachments

Link: HCDE Interlocal(s)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/15/2008 12:15 PM	APRV
2	Budget & Management	Dina Trevino	04/15/2008 01:30 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/15/2008 02:44 PM	APRV

4	Auditor's Office	Linda Fong	04/16/2008 09:22 AM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV

Form Started By: Vangie Garcia Started On: 04/10/2008 04:43 PM

Final Approval Date: 04/17/2008

County Master Service Interlocal Contract
Between
Harris County Department of Education & Hidalgo County

Pursuant to the Interlocal Cooperation Act, chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and Hidalgo County ("County") located in Edinburg, Texas, for the purpose of providing governmental services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide services in the State of Texas. County is duly authorized to provide governmental services within the State of Texas. Both HCDE and County desire to set forth in writing the terms and conditions of this agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of which the parties fairly compensate the performing for the services or functions performed, the parties intending to be legally bound agree as follows:

1. Purpose. County agrees to retain HCDE and HCDE agrees to provide services to County to perform the duties and all the necessary labor and resources needed to provide the services set forth in each independent contractual agreement within the HCDE divisions that the County wishes to participate. HCDE shall perform such contractual governmental services and duties with reasonable care, skill, judgment, experience, and in a professional business-like manner.

2. Term. This Contract is effective from **July 3, 2007** and shall automatically renew from year to year unless either party gives thirty (30) days prior written notice of non-renewal. This agreement may be terminated by either party with or without cause with thirty (30) days written notice.

3. Agreement. The terms of this Contract shall apply and will be considered a part of any Addenda for services delivered by HCDE. This Contract and the attached and incorporated Addenda, purchase orders, or exhibits, if any, contain the entire contract of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

4. Scope of Work.

A. HCDE agrees to:

- Provide County with subsequent independent addenda and/or descriptive offerings of each of the programs that HCDE offers through its respective divisions.
- Provide services upon the submission of independent addenda or purchase orders within the HCDE divisions.
- Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
- Assist in marketing efforts of HCDE programs with County constituents, as applicable.

B. County agrees to:

- Participate in any or all of the services that HCDE has to offer.
- Submit independent addenda for each of the programs it wishes to purchase/ collaborate.
- Agree to follow the terms and conditions of each independent addendum or purchase orders for each of the programs.
- Assign the appropriate person to act as representative to each respective program delivered.
- Assist in the joint marketing of programs being delivered, if opportunity arises.

5. Payment. HCDE anticipates it will receive payment for services rendered in an amount sufficient to cover the costs of services under each independent addendum with HCDE divisions. Notwithstanding anything to the contrary in this Contract, this Contract is contingent upon HCDE receiving payment. In the event HCDE does not receive those payments from County and/or contractors, HCDE may terminate this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Payment requirements will be described in each separate addendum in this contract.

6. Confidentiality. HCDE agrees that all knowledge and information that HCDE may receive from County, its' employees, or by virtue of the performance of services under and pursuant to this agreement; and all information provided by HCDE to County in reports of work done, together with any other information acquired or gained by HCDE, shall for all time and for all purposes be regarded by HCDE as strictly confidential and shall be held by HCDE in confidence, and solely for the benefit and use of County, and shall not be used by HCDE directly or indirectly except with written permission from County.

7. Assignment. Neither this Contract nor any duties or obligations entered in subsequent addenda because of this agreement it shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

8. Conflict of Interest. During the Term of HCDE's service to County, County, shall not, directly or indirectly, whether for County's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE without agreement from HCDE.

9. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

10. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

HCDE	**Hidalgo County**
Harris County Department of Education	Name: **Juan D. Salinas, III-County Judge**
Attn: John E. Sawyer, Ed.D.	Attn: **Martha L. Salazar**
County School Superintendent	Title: **CPPB, Purchasing Agent**
6300 Irvington Blvd.	Address 1: **100 E. Cano Street, 4th**
Houston, Texas 77022	**Edinburg, Texas 78539**

11. Relation of Parties. It is the intention of the parties that County be independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and County or HCDE and any of County's agents or employees.

12. Hold Harmless. County shall protect, hold harmless HCDE from any and all, loss, claims, assessments, suits in law or in equity, expenses, attorney's fees and damages arising from County's actual or alleged infringement of any United States or foreign patent, trademark or copyright in connection with this Contract to the extent permitted by law.

13. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide County these services. During the Term of Contract, County reserves the right to use all available resources to procure other governmental services as needed and, in doing so, will not violate any rights of HCDE.

14. Termination. In addition to the rights contained in Article 2 Term, this Contract may be terminated prior to the expiration of the Term hereof as follows:
- By County upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
- By mutual written agreement of the parties, upon thirty (30) days prior notice; or
- By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

15. Master Contract. This Contract can be utilized as the Master Contract. This means that HCDE and County may enter into one or more agreements in the future by signing Addenda for services with various HCDE divisions. The general terms and conditions contained in this Contract will serve to outline the working relationship between HCDE and County. The specific terms and conditions of the addenda will govern that individual

contract. In the case of a conflict between the master contract and any addenda, the provisions of the addenda will rule.

All current contracts shall be grandfathered and shall remain in effect until the end of their contract period or until they come up for renewal.

16. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

17. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

18. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

19. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

20. Payment from Current Revenues. Any payment to be made by County shall be in accordance with Texas Government Code 79.001.

In witness whereof, HCDE and County have executed this Contract to be effective on the date specified in Article 2. Term above:

Hidalgo County
NAME OF COUNTY

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

Harris County Department of Education

John E. Sawyer, Ed.D.

County School Superintendent

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: **Harris County Department Of Education**

By:_____

Printed Name: JOHN E. SAWYER, L

Title: County Superintendent

Approved on Commissioners' Court **July 3, 2007**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY COMMISSIONERS' COURT
ON: 7/3/07

Harris County Department of Education
& Hidalgo County
Interlocal Contract Addendum # _1_ - Purchasing Cooperative

This is addendum # _1_ to Master Interlocal Contract between Harris County Department of Education (HCDE) and _Hidalgo County_, date July 3, 2007 for participation in the Purchasing Cooperative.

Preamble

The Harris County Department of Education Purchasing Division, a governmental entity of the State of Texas, makes available its Purchasing Cooperative to Hidalgo County.

Specific Terms and Conditions

1. **Purpose. This contract is made and entered for the purpose of providing cooperative services to obtain substantial savings for Hidalgo County and other government entities through volume purchasing in Harris County, Texas and states the terms, roles and responsibilities of the contracting parties during the contract term.**

2. **Term. This addendum is effective from July 3, 2007, and shall automatically renew in accordance with Paragraph 2 of the Master Interlocal contract.**

3. **Scope of Work.**

   A. HCDE agrees to:
   - **Establish the administrative and organizational structure of the program.**
   - **Provide all necessary supporting documents related to the bidding and vendor selection process.**
   - **Establish the procedures for ordering, delivering, and billing.**
   - **Obtain historical usage information from entities in preparing cooperative bids.**
   - **When appropriate assist cooperative members in resolving buyer/seller discrepancies.**
   - **Market contracts on HCDE Purchasing Cooperative webpage www.hcde-texas.org.**

   B. Hidalgo County agrees to:
   - **Assign or direct a person to act under the cooperative program.**
   - **Abide by terms and conditions of the contract established by the purchasing cooperative and seller.**
   - **For Hidalgo County purchases only, prepare purchase orders out to seller and pay invoices according to payment terms.**
   - **Commit to purchase products and services that are awarded when it is in the best interest of the cooperative member.**

4. **Amendment. This Addendum may only be amended by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.**

5. **Representative. HCDE Purchasing Co-op and Hidalgo County will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:**

Harris County Department of Education
Attention: Alfonso Saldivar
Director of Purchasing
6300 Irvington Boulevard
Houston, Texas 77022
Phone: (713) 694-6300

Hidalgo County
Attn: Juan D. Salinas, III
Title: Hidalgo County Judge
Address1: 100 E. Cano St, 2nd Floor
Edinburg, Texas 78539
Contact: Martha L. Salazar

Agreed to on this 3rd day of July, 2007:

HIDALGO COUNTY AUTHORIZED SIGNATURE

HCDE AUTHORIZED SIGNATURE

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: **Harris County Department Of Education**

By:_____

Printed Name: John E. Sawyer, Jr.

Title: Purchasing Superintendent

Approved on Commissioners' Court **July 3, 2007**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY COMMISSIONERS' COURT
ON: 7/3/07

Harris County Department of Education
& Hidalgo County
Interlocal Contract Addendum #_1_- Choice Facility Partners

This is addendum # 1 to the Master Interlocal Contract between Harris County Department of Education & Hidalgo County ("ENTITY"), dated **July 3, 2007** for Job Order Contract ("JOC") services via its JOC contractors.

Preamble

The Harris County Department of Education Choice Facility Partners Division ("HCDE/Choice Facility Partners"), a governmental entity of the State of Texas, makes available its job order contract ("JOC") program and other facility contracts to ENTITY.

Specific Terms and Conditions

1. Purpose. The purpose of this Addendum is to state the specific terms and conditions under which HCDE/Choice Facility Partners will provide JOC services via its JOC contractors, services such as modular buildings, professional services, third-party testing and other services to the ENTITY.

2. Term. This Addendum is effective from **July 3, 2007**.

3. Scope of Work.
   A. HCDE/Choice Facility Partners agrees to:
   - Provide copies of contractor agreements for those contractors in the ENTITY service area.
   - Provide the ENTITY any re-bids or changes in the contract and annual contract renewals.
   - Conduct, as a minimum, an annual audit for each of the contractors.

   B. ENTITY agrees to:
   - Follow the terms and conditions of the HCDE/Choice Facility Partners contracts.

4. Payments. ENTITY agrees to remit payments in a timely manner to contractors for services rendered at ENTITY, as per the terms of HCDE contracts with contractors. ENTITY shall forward copies of purchase orders to HCDE. Purchase orders are negotiated directly between participating ENTITY and contractor for scope of service.

5. Amendment. This Addendum may be amended only by the mutual agreement of both parties in writing and attached to and incorporated in this Addendum.

6. Assignment. Neither this Addendum nor any duties of obligations under it shall be assignable by either party without prior written acknowledgement and authorization of the other party.

7. Representative. HCDE/Choice Facility Partners and ENTITY will appoint the following representatives so that correspondence and coordination may be established between the contracting parties. Contact information is provided as follows, and shall be updated as necessary:

For HCDE/ Choice Facility Partners
Dean Zajicek
Director, Choice Facility Partners
6300 Irvington Boulevard
Houston, Texas 77022
Phone: 713-696-8208
email: dzajicek@hcde-texas.org

For ENTITY
NAME: **Juan D. Salinas, III**
TITLE: **Hidalgo County Judge**
ADDRESS: **100 E. Cano St. 2nd Floor**
ADDRESS: _____
PHONE: **956-318-2600**
EMAIL: jd.salinas@hidalgocountyjudge.com

Agreed to on this ~~3~~ 3rd day of **July, 2007**

ENTITY AUTHORIZED SIGNATURE

HCDE AUTHORIZED SIGNATURE

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: Harris County Department Of Education

By:_____

Printed Name: JEFF KEY SPAWSER

Title: County Superintendent

Approved on Commissioners' Court July 3, 2007

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

APPROVED BY
COMMISSIONERS' COURT
ON: 7/3/07

5. **Presentation for discussion, consideration and action Including, but not limited to, the following items in connection with construction of a new facility to house the Hidalgo County Adult Probation Dept.:**
a) General status report by project architect (when necessary) or purchasing department
b) Other related items

NO ACTION taken on this item.

6. **Presentation for discussion, consideration and action Including, but not limited to, the following items in connection with construction of a new Hon Mario E. Ramirez, Jr. Juvenile Detention Facility:**
a) General status report by project architect (when necessary) or purchasing department
b Other related items

NO ACTION taken on this item.

7. **Requesting authority to advertise for a Request for Qualifications for "Independent Audit Services for Hidalgo County" (07-261) with approval of draft qualifications, scope of services and requirements including the term(s) of the engagement of fiscal years as follows:**
A. Fiscal Years 2007-2008, with County's option to extend engagement to include Fiscal Years 2009 & 2010; or,

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

B. Fiscal year(s)_____ & _____ with County's option to extend for Fiscal Years _____ & _____

NO ACTION taken on this item.

8. **A. Presentation for consideration, discussion, and approval of a "County Master Service Interlocal Contract" between Harris County Department of Education (HCDE) and Hidalgo County, thus allowing the County to become a member of the Cooperative Purchasing Program and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute the document (5).; Note: NO membership dues or fees required.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

B. Presentation for consideration, discussion, and approval of "Interlocal Contract(s) Addendum #1-(HCDE)-Choice Facility Partners", for Job Order Contract ("JOC") Services via its JOG contractors and "(HCDE)-Purchasing Cooperative ", for purchases of products/services and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute document(s). Note: NO membership dues or fees required.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

9. **Requesting authority to advertise and approval draft specifications/requirements as attached hereto for "RFB: 07-1 99-07-25-YSI-Concrete Mix & Delivery Services - Hidalgo County.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a VOTE of approval.

Judge Salinas – Abstain.

10. **Presentation for discussion, consideration and approval of: Settlement Statements, Deeds and applicable Closing Documents with authority for County Judge and/or Presiding Officer/Commissioner to execute same and for County Auditor to issue payments thru manual check(s) (if required/or applicable) for the property described in the Earnest Money Contract as:**

A. South Texas Wildhorse Desert Investments, Inc., 210 North Glosner and further legal description as: Lots 11 through 18, inclusive, Block 210, and any and all alley ways or what purports to be alley ways lying between said lots, particularly that strip lying immediately South of Lot 12 and North of Lots 13 through 18, inclusive, Block 210 Original Townsite of Edinburg, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 3, and Amended Map recorded in Volume 1, Page 23, Map records, Hidalgo County, Texas;

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

11. **Requesting approval of a lease agreement with Tri-County Communications, LTD for the "Lease of Tower for Antenna and Gable use of a Motorola Repeater" for the Hidalgo County Fire Marshal's Office.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

12. **Requesting approval of change directive No. One (1) (decrease) in the amount of $25,413.10 to reduce construction contract amount, from Spacemaker Construction in connection with "Sally Port and Backup Power" , with authority for County Judge to execute document.**

NO ACTION taken on this item.

12.A.8.

AI-4378
Harris County Department Of Education (HCDE)
CC REGULAR

Date: 07/03/2007
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation for consideration, discussion, and approval of a "County Master Service Interlocal Contract" between Harris County Department of Education (HCDE) and Hidalgo County, thus allowing the County to become a member of the Cooperative Purchasing Program and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute the document(s).; Note: NO membership dues or fees required.

B. Presentation for consideration, discussion, and approval of "Interlocal Contract(s) Addendum #1-(HCDE)-Choice Facility Partners", for Job Order Contract ("JOC") Services via its JOC contractors and "(HCDE)-Purchasing Cooperative ", for purchases of products/services and expand procurement resources that are compliant with bidding requirements with authority for County Judge or Presiding Officer/Member of CC to execute document(s). Note: NO membership dues or fees required.

BACKGROUND

Fiscal Impact

FISCAL YEAR:
ACCT. #: No fiscal impact
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No fiscal impact

Attachments

Link: HCDE Master Interlocal
Link: HCDE Interlocal-Choice Facility Partners
Link: HCDE Interlocal-Purchasing Cooperative

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	06/25/2007 05:05 PM	CREATED
1	Purchasing Department	Marty Salazar	06/26/2007 04:10 PM	APRV
2	Budget & Management	Dina Trevino	06/27/2007 03:58 PM	APRV

AI-8917 **24.A.12.**

BCAP PRECINCT NO 3 - VILLA CAPRI & CHULA VISTA
CC REGULAR

Date: 04/22/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

A. Presentation for discussion, consideration and action on a recommendation by project engineer Hinojosa Engineering, Inc. to award to the lowest bidder meeting all specifications for bid No CAP-08-008-03-26-LRM "Paving & Drainage Construction for Villa Capri" and approval of contract subject to legal review and TXDOT approval.

B. Presentation for discussion, consideration and action on a recommendation by project engineer Hinojosa Engineering, Inc. to award to the lowest bidder meeting all specifications for bid No CAP-08-007-03-26-LRM "Paving & Drainage Construction for Chula Vista Subdivision and Walton Subdivision" and approval of contract subject to legal review and TXDOT approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-784-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. Code 733 available balance as of 04/17/08 $25,573.63
Obj. Code 734 available balance as of 04/17/08 $54,343.97

Additional funds pending approval of AIs 8850 & 8851

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-152-1-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. code 733 available balance as of 04/17/08 $ 43,336.40.
Obj. code 734 available balance as of 04/17/08 $ 73,389.00

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-123-837-0-733/734
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. code 733 available balance as of 04/17/08 $ 9,565.65.
Obj. code 734 available balance as of 04/17/08 $ 50,219.67.

FISCAL YEAR: **ACCT. #:** 8-1203-431-00-123-005-0-733/734

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

BUDGETARY IMPACT:

Obj. Code 733 available balance as of 04/17/08 $ 100,000.00.
Obj. Code 734 available balance as of 04/17/08 $ 25,200.00.

Attachments

Link: memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/17/2008 11:37 AM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 01:19 PM	APRV
3	Erika Reyna	Erika Reyna	04/17/2008 03:32 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 10:04 AM	APRV
5	Mike Escaname		04/18/2008 05:37 PM	NEW
Form Started By: Laura Moya			Started On: 04/16/2008 04:13 PM	
Final Approval Date: 04/18/2008				

laura.moya 8917

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Thursday, April 10, 2008 1:26 PM
To: martha.salazar@co.hidalgo.tx.us; Laura Moya
Cc: Norma Ceballos ; 'mona'; dina.trevino@co.hidalgo.tx.us
Subject: Award contract to low bidders Chula Vista and Walton (Villa De Capri)
Attachments: Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; memo purchasing agnd itm award contract for chula vista and walton 10apr08.pdf; memo purchasing agnda itm award villa de capri 10apr08.pdf

Laura, please place these items on the agenda for the 22nd April 2008 CC meeting.
Thanks,

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Jose M. Flores, Hidalgo County Precinct No.3
Norma Ceballos, Executive Assistant Precinct 3
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 16 April 2008

Subject: Recommendation for award – Chula Vista Subdivision & Walton Subdivision 2nd Call Colonias Projects (CSJ: 2C1080152 & 2C1080837) respectively

---

Marty, Commissioner Jose M. Flores is requesting to place the above-mentioned item on Commissioner's Court for Tuesday, 22nd April 2008.

Precinct 3 is requesting court approval to award to the low bidder for the above-referenced 2nd Call Colonia Access Projects. The project is being carried by Hinojosa Engineering, Inc. The low bidder for these projects was Asago Construction with a low bid of $175,471.85. There were seven bidders: Asago Construction ($175,471.85); D.M. Roth ($193,879.53); IOC, LLC ($240,360.36); Valley Paving Inc. ($186,167.35); Sascon Construction ($197,763.61); J.M. Construction ($189,814.31) and Benchmark Utilities ($207,213.00).

Attached are the letter of recommendation from Hinojosa Engineering, Inc and the concurrence letter from TXDOT.

Account Numbers: 8-1311-431-00-123-152-1-733 & 734 Chula Vista and 8-1311-431-00-123-837-0-733 & 734 Walton. Interdepartmental line item transfers have been submitted for court approval. Any overruns exceeding the inclusion of the line item transfers will be met utilizing Road and Bridge funds.

If you have any questions, please advice.
Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying

April 2, 2008

Mr. Agapito Vargas Jr.
Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Ph
(956)787-4683 Fax

RE: **Letter of Recommendation**

PROJECT: **Chula Vista Subdivision and Walton Subdivision**
CAP-08-007-03-26-LRM

Dear Mr. Vargas,

On March 26, 2008 bids were opened on the above referenced project at the Hidalgo County Purchasing Department. A total of seven bids were submitted to the County. Contractors submitting bids were Asago Construction ($175,471.85), D.M. Roth ($193,879.53), IOC, LLC ($240,360.36), Valley Paving Inc. (186,167.35), Sascon Construction ($197,763.61), J.M. Construction ($189,814.31), and Benchmark Utilities ($207,213.00). Based on the bid amounts submitted, Hinojosa Engineering, Inc. recommends the project be awarded to Asago Construction.

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

CC: Hinojosa Engineering, Inc. File

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

April 14, 2008

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award Bid # CAP-08-007-03-26-LRM for the Chula Vista Subdivision, CSJ 2C1080152, and for Walton Subdivision, CSJ 1080837, to the low bidder, Asago Construction, in the amount of $175,471.85.

My records indicate that the bid amount compares with the amount remaining as follows (over runs underlined and boldface):

	Chula Vista	Walton
Amount Remaining: Drainage	$51,685.00	$11,350.00
Amount Remaining: Roadway	$76,294.21	$54,073.01
Amount Remaining: Total	$127,979.21	$65,423.01
Bid: Drainage	$23,830.00	**$12,224.00**
Bid: Roadway	$65,763.00	**$73,654.90**
Bid: Total	$89,593.00	**$85,878.90**

Please let me know if you have any questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT- HIDALGO COUNTY PRECINCT NO.3

BID OPENING DATE: March 26, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:: "ROAD & DRAINAGE CONSTRUCTION FOR CHULA VISTA SUBDIVISION(S)" (PROJECT CARRIED BY: HINOJOSA ENGINEERING

BID NO: BID NO CAP-08-007-03-26-LRM

RFB NO.	NAME OF COMPANY	**TOTAL BID AMOUNT FOR ROAD CONSTRUCTION**	Bid Bond/ Cashier's Check
1	Valley Paving	Read $186,167.35 Correct amt $196,967.35	**Bond**
2	Sascon	Read $197,763.61 Correct Amt $199,063.61	**Bond**
3	Asago Construction	$175,471.85	**Bond**
4	JM Construction	$189,814.31	**Bond**
5	Benchmark Utilities	Read $207,213.00 Correct amt $207,267.03	**Bond**
6	IOC Company	$240,360.32	**Bond**
7	DM Roth Excavating	$193,879.53	**Bond**
8			
9			

Hidalgo County
Border Colonias Access Program

14 January 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-007-03-26-LRM 2nd Call Colonias Project; Chula Vista and Walton Subdivisions – CSJ: 2C1080152 and CSJ: 2C1080837 respectively

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Projects for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

Hinojosa Engineering, Inc. has reviewed bids and tabulations and is recommending Asago Construction as the low bidder for the above-referenced projects. The amount budgeted for Chula Vista is $87,750.00 for road construction and $51,685.00 for drainage work for a grand total of $139,435.00. The amount budgeted for Walton Subdivision is $59,823.00 for road construction and $11,350.00 for drainage work for a grand total of $71,173.00. The precinct will fund any overruns primarily by transferring lapse funds from El Paraiso (2C1080247) and the balance Road and Bridge funds.

The award will be to the low bidder Asago Construction, Inc. for the bid in the amount of $175,471.85. The bids received were as follows:

- Valley Paving $196,967.35
- Sascon $199,063.61
- Asago Construction $175,471.85
- JM Construction $189,814.31
- Benchmark Utilities $207,267.03
- IOC Company LLC $240,360.32
- DM Roth Excavating $193,879.53

RECEIVED
APR 11 2008
By

Commissioner Jose M. Flores concurs with the engineering firm's recommendation and will present upon TXDOT concurrence the recommendation to Commissioner's Court for approval.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Jose M. Flores, Commissioner Hidalgo County Precinct 3
Norma Ceballos, Executive Assistant
Valde Guerra, Commissioner's Court Chief Operations Officer
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II
Project files

Chula Vista and Walton Subdivision
CSJ: 2C1080152 2C1080837
Cost Breakdown
Precinct 3

Bid Item No.	Description Code No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		CHULA VISTA ROADWAY				
100		Preparing ROW	14.45	STA	$650.00	$9,392.50
134		Backfill (Type A)	14.45	STA	$600.00	$8,670.00
247		Flexible Base (Complete in place)(Type D Grade 4)(8")	999	CY	$4.00	$3,996.00
251		Rewrk Base Mtrl (DC)(TYD CL2)	999	CY	$3.00	$2,997.00
310		Asphalt Material (MC-30)	839.7	GAL	$5.00	$4,198.50
340		Asphalt Concrete Pavement Type "D"	4127	SY	$7.00	$28,889.00
502		Barricades, Signs and Traffic Handling	1.5	MO	$1,000.00	$1,500.00
506		Construction Exits (TY 2) (Install)	72	SY	$40.00	$2,880.00
506		Construction Exits (TY 2) (Remove)	72	SY	$20.00	$1,440.00
530		Turnouts (Asph-Conc-Pav)	72	SY	$25.00	$1,800.00
		Subtotal				$65,763.00
		CHULA VISTA Drainage				
5249		Temporary Sediment Control Fence (Install)	780	LF	$6.00	$4,680.00
5249		Temporary Sediment Control Fence (Remove)	780	LF	$3.00	$2,340.00
464		RCP (CL III) (15")	604	LF	$10.00	$6,040.00
464		RCP (CL III) (18")	40	LF	$20.00	$800.00
467		Safety End Treatment	2	EA	$500.00	$1,000.00
530		Driveways (Ty PRB-1) (ACP) (1")	598	SY	$15.00	$8,970.00
530		Driveways (Ty PRB-1) (Concrete)	0	SY	$36.50	$0.00
		Subtotal				$23,830.00
		Grand Total				$89,593.00

Chula Vista and Walton Subdivision
CSJ: 2C1080152 2C1080837
Cost Breakdown
Precinct 3

Bid Item No.	Description Code No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		WALTON ROADWAY				
100		Preparing ROW	12.36	STA	$750.00	$9,270.00
134		Backfill (Type A)	12.36	STA	$750.00	$9,270.00
247		Flexible Base (Complete in place)(Type D Grade 4)(8")	854.45	CY	$5.00	$4,272.25
251		Rewrk Base Mtrl (DC)(TYD CL2)	854.45	CY	$5.00	$4,272.25
310		Asphalt Material (MC-30)	663.4	GAL	$6.00	$3,980.40
340		Asphalt Concrete Pavement Type "D"	3317	SY	$10.00	$33,170.00
502		Barricades, Signs and Traffic Handling	1.5	MO	$1,000.00	$1,500.00
506		Construction Exits (TY 2) (Install)	72	SY	$40.00	$2,880.00
506		Construction Exits (TY 2) (Remove)	72	SY	$20.00	$1,440.00
530		Turnouts (Asph-Conc-Pav)	72	SY	$50.00	$3,600.00
		Subtotal				$73,654.90
		WALTON Drainage				
5249		Temporary Sediment Control Fence (Install)	182	LF	$8.00	$1,456.00
5249		Temporary Sediment Control Fence (Remove)	182	LF	$4.00	$728.00
464		RCP (CL III) (15")	166	LF	$15.00	$2,490.00
464		RCP (CL III) (18")	48	LF	$25.00	$1,200.00
467		Safety End Treatment	2	EA	$750.00	$1,500.00
530		Driveways (Ty PRB-1) (ACP) (1")	194	SY	$25.00	$4,850.00
530		Driveways (Ty PRB-1) (Concrete)	0	SY	$36.50	$0.00
		Subtotal				$12,224.00
		Grand Total				$85,878.90

BID TOTAL $175,471.90

laura.moya

From: Pete Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, April 16, 2008 11:13 AM
To: martha.salazar@co.hidalgo.tx.us; Laura Moya
Cc: Rossana Schettino; dina.trevino@co.hidalgo.tx.us; 'Valde'; 'Norma Ceballos'
Subject: Agenda item contract award precinct 3 2nd call border colonias projects
Attachments: Pete Vargas (agapito.vargas@co.hidalgo.tx.us).vcf; memo purchasing agnda itm award villa de capri 16apr08.pdf; memo purchasing agnd itm award contract for chula vista and walton 16apr08.pdf

Please see attachment.
Thanks,

Agapito Vargas Jr.; Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Office
(956)207-9850 Cell
(956)787-4683 FAX
agapito.vargas@co.hidalgo.tx.us

Hidalgo County
Border Colonias Access Program

MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Jose M. Flores, Hidalgo County Precinct No.3
Norma Ceballos, Executive Assistant Precinct 3
Rosanna Schettino, HCCAP Auditor
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director

DATE: 16 April 2008

Subject: Recommendation for award – Villa Capri 2nd Call Colonias Projects (CSJ: 2C1080784)

Marty, Commissioner Jose M. Flores is requesting to place the above-mentioned item on Commissioner's Court for Tuesday, 22nd April 2008.

Precinct 3 is requesting court approval to award to the low bidder for the above-referenced 2nd Call Colonia Access Projects. The project is being carried by Hinojosa Engineering, Inc. The low bidder for these projects was Valley Paving, Inc. with a low bid of $175,471.85. There were seven bidders: Asago Construction ($115,179.90); D.M. Roth ($110,073.04); IOC, LLC ($138,479.35); Valley Paving Inc. ($98,217.37); Sascon Construction ($109,680.80); J.M. Construction ($119,035.16) and Benchmark Utilities ($115,093.00).

Attached are the letter of recommendation from Hinojosa Engineering, Inc and the concurrence letter from TXDOT.

Account Numbers: 8-1311-431-00-123-785-1-733 & 734 Villa Capri. Road and Bridge funds will be utilized to meet any overruns for this project.

If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying

AV
copy

April 2, 2008

Mr. Agapito Vargas Jr.
Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78589
(956)787-1891 Ph
(956)787-4683 Fax

RE: **Letter of Recommendation**

PROJECT: **Villa de Capri Subdivision**
CAP-08-008-03-26-LRM

Dear Mr. Vargas,

On March 26, 2008 bids were opened on the above referenced project at the Hidalgo County Purchasing Department. A total of seven bids were submitted to the County. Contractors submitting bids were Asago Construction ($115,179.90), D.M. Roth ($110,073.04), IOC, LLC ($138,479.35), Valley Paving Inc. (98,217.37), Sascon Construction ($109,680.80), J.M. Construction ($119,035.16), and Benchmark Utilities ($115,093.00). Based on the bid amounts submitted, Hinojosa Engineering, Inc. recommends the project be awarded to Valley Paving Inc.

Respectfully submitted,
Hinojosa Engineering, Inc.

Ricardo Hinojosa, P.E.
President

CC: Hinojosa Engineering, Inc. File

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

April 14, 2008

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award Bid # CAP-08-008-03-26-LRM for the Villa Capri Subdivision, CSJ 2C1080784, to the low bidder, Valley Paving, Inc., in the amount of $98,217.37.

My records indicate that the bid amount compares with the amount remaining as follows (over runs underlined and boldface):

	Chula Vista
Amount Remaining: Drainage	$30.140.00
Amount Remaining: Roadway	$56,867.48
Amount Remaining: Total	$87,007.48
Bid: Drainage	$24,933.85
Bid: Roadway	**$73,283.52**
Bid: Total	**$98,217.37**

Please let me know if you have any questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT- HIDALGO COUNTY PRECINCT NO.1

BID OPENING DATE: March 26, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:: "ROAD & DRAINAGE CONSTRUCTION FOR Villa De Capri SUBDIVISION(S)" (PROJECT CARRIED BY: HINOJOSA ENGINEERING

BID NO: BID NO CAP-08-008-03-26-LRM

RFB NO.	NAME OF COMPANY	**TOTAL BID AMOUNT FOR ROAD CONSTRUCTION**	Bid Bond/ Cashier's Check
1	Dm Roth Excavating	$110,0736.04	**Bond**
2	IOC Company	$138,479.35	**Bond**
3	Benchmark Utilities	Read $115,093.00 Correct amt $115,126.15	**Bond**
4	JM Construction	$119,035.60	**Bond**
5	Asago Construction	$115,179.90	**Bond**
6	Sascon	$109,680.80	**Bond**
7	Valley Paving	$98,219.37	**Bond**
8			
9			

AI-8912 **24.A.13.**

Hidalgo County-CHANGE ORDER #2-Rio Tank Service Construction, Inc.-C-07-397-01-30(carried by L&G Engineering)

CC REGULAR

Date: 04/29/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting approval of Change Order No. 2 (increase) in connection with the unforeseen discovery of an additional fourth (4th) fuel tank nestled between two (2) of the three (3) previously discovered tanks during the removal of the current/on-going "Demolition and Removal of Underground Petroleum Storage Tank System (located at 201 and 217 North Closner Blvd., Edinburg, Texas) for Hidalgo County in the amount of $3,000.00 from contracted vendor, Rio Tank Service Construction, Inc. and as recommended by project engineer, L & G Engineering, with authority for County Judge to execute document.

B. Reporting on the contents of additional discovered underground tanks which may require special handling, quarantine, testing and disposition which may result in additional costs and as further detailed and explained under the Emergency Declaration Nos. 1 & 2 as, attached hereto.

BACKGROUND

Change Order No. 2
Declaration No. 1
Declaration No. 2

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-40-220-028-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $1,304,810.00 as of 4/17/08.

Attachments

Link: CHANGE ORDER #2-Rio Tank Service Construction, Inc

Link: Emergency Declaration Nos. 1 & 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/17/2008 03:09 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 03:40 PM	APRV
3	Dale Kennan	Dale Kennan	04/17/2008 04:07 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 10:05 AM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 10:48 AM	APRV

Form Started By: Letty Saenz Started On: 04/16/2008 03:43 PM

Final Approval Date: 04/18/2008

L&G Engineering
Transportation Consultants

April 16, 2008

Ms. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Attention: Letty Saenz
2802 S. Business Highway US 281
Edinburg, Texas 78539

Re: Change Order #2 - Turnkey Solution for the Demolition & Removal of Structures and Below Ground Tanks Project

Dear Ms. Salazar:

On April 15, 2008, the Contractor (Rio Tank Services) for the above referenced project discovered an additional underground ghost tank that was nestled between two other tanks at the construction site. The contractor is asking for an additional **$3,000.00** to cover these costs. Please see the attached bid proposal for further details.

L&G has reviewed the cost proposal and compared it to the Change Order #1 recommends approval to continue with this project and avoid any delays. Should you have any questions, please do not hesitate to call me.

Sincerely,

Velma N. Garcia
Environmental Manager

cc: Roy Quintanilha, Hidalgo County
Mark Haws, Ambiotec Environmental Consultants

Attachment

2100 W. Expressway 83 • Mercedes, TX 78570 • (956) 565-9813 • Fax (956) 565-9018 • jacinto@lgengineers.com

Rio Tank Service Construction, Inc.

2310 N. Bryan Road
Mission, Texas 78573

Phone / Fax# 956-583-0090 TCEQ Reg# CRP001346 / ILP000586

April 16, 2008

Change Order #2

Proposal on Extras for Hidalgo County
Removal of Three Underground Ghost Tanks
Contract: G-07-397-01-30

TO: L & G Engineering
Attn: Velma Garcia
2100 W. Expressway 83
Mercedes TX 78570 (1 pg)
P#565-9813 / F#565-9018

Rio Tank Service Workscope:
During excavation of 3 additional ghost tanks, a 4th ghost tank was discovered, therefore we are proposing Extra #3 as follows -

Extra #3 Removal and disposal of 1 ghost tank believed to be 4,000 gallon in size.

Proposal total on extra #3 for 4th ghost tank : ADD $3,000.00

Proposal Includes:
Excavating, rinsing and cleaning tank. Tank disposal, soil samples, backfill material, and labor with equipment.

Proposal does NOT include:
Removal of sludge / liquids from the tank. Overexcavating. Disposal or treatment of contaminated soils. Any items not specifically listed in this proposal are not included.

Submittal of Proposal

Date: 4-16-2008 Signature: _____
Charles F. Kerby / Rio Tank Service Constr. Inc.

Date: 4/16/2008 Signature: _____
Velma N. Garcia / L & G Engineering

Date: _____ Signature: _____
Hidalgo County Judge / Hidalgo County

Department of Budget & Management
Safety Division
P.O. Box 1356
Edinburg, Texas 78539

To: Ms. Martha Salazar
Hidalgo County Purchasing

From: Roy Quintanilha
Safety Director

Date: April 1, 2008

Ref: Declaration of Emergency

Ms. Salazar, in preparing for the removal and disposal of the underground fuel storage tanks at the property 201 North Closner, Rio Tank Service (contracted vendor) found three tanks not reported on our documentation. This increases the total number of tanks to be removed from five (5) to eight (8).

L&G Engineering is preparing a change order request to account for the additional tanks. We have asked L&G to send correspondence to Rio Tank Service not to remove the three additional tanks until Commissioners Court has approved the change order. That correspondence will be forwarded to your office as soon as we receive a copy.

There is however a concern with the discovery of the three tanks. The liquid discovered in the tanks now pose an emergency that must be dealt with immediately. The tanks have either fuel, fuel byproduct, and or other combination of fuel and water in them. Because the tanks weren't recorded, it is unknown how long the contents have been stored. Due to the demolition and subsequent excavation, the tanks are now exposed and the contents pose a hazard to the public health and safety.

I am requesting the declaration of emergency be granted under the guidelines of Chapter Nine of the Hidalgo County Purchasing Policy in order to have the liquid removed from the tanks pending the changer order.

cc: Mr. Valde Guerra, Executive Officer for Commissioners Court
Mr. Ray Eufracio, Hidalgo County Auditor
Ms. Lupita Garza, Hidalgo County Auditors Office

2818 S. Hwy 281 Edinburg, Texas * ph (956) 318-2644 * fax (956) 318-2658

Department of Budget & Management
Safety Division
P.O. Box 1356
Edinburg, Texas 78539

To: Ms. Martha Salazar
Hidalgo County Purchasing

From: Roy Quintanilha
Safety Director

Date: April 15, 2008

Ref: Declaration of Emergency

Ms. Salazar, in removing the three tanks as described in Changer Order 1 for the 201 North Closner Edinburg, Texas property, a fourth 4,000 gallon tank was discovered. Safety Officer Lorenzo Ortiz was on site at the time of the Discovery and confirmed the fourth thank. Photos were taken and will be submitted to your office. Rio Tank Service (contracted vendor) found the fourth tank nestled in between two of the three tanks listed on Change Order 1. Initially, it was believed that this tank was actually part of the other two tanks. This increases the total number of tanks to be removed from eight (8) to nine (9).

I am requesting that your office take the necessary steps in preparing a change order request to account for the additional tank. We have asked L&G to send correspondence to Rio Tank Service not to remove the fourth tank until Commissioners Court has approved the change order.

Due to the concern with the discovery of the fourth tank, the liquid discovered in the tanks now pose an emergency that must be dealt with immediately. The tank has either fuel, fuel byproduct, and or other combination of fuel and water in it. Because the tank wasn't recorded, it is unknown how long the contents have been stored. Due to the demolition and subsequent excavation, the tank is now exposed and the contents pose a hazard to the public health and safety.

I am requesting the declaration of emergency be granted under the guidelines of Chapter Nine of the Hidalgo County Purchasing Policy in order to have the liquid removed from the tanks pending the changer order.

cc: Mr. Valde Guerra, Executive Officer for Commissioners Court
Mr. Ray Eufracio, Hidalgo County Auditor
Ms. Lupita Garza, Hidalgo County Auditors Office

2818 S. Hwy 281 Edinburg, Texas * ph (956) 318-2644 * fax (956) 318-2658

AI-8915 **24.A.14.**

BCAP PRECINCT NO 2 - APPLICATION PYMT NO 3 LAS HACIENDAS CC REGULAR

Date: 04/22/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of application of payment No 3 in the amount of $101,667.03 (through project engineer R. Gutierrez Engineering, Inc.) submitted by TRC Utilities Construction Co., Inc. in connection with contract C-CAP-07-023-08-07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1311-431-00-122-412-0-841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O. #597795 has been fully liquidated and $0.00 is available within the expenses account. An accounts receivable from the City of Pharr is to used to offset the expected expenses (as per Mike E. @ Auditor's Office)

FISCAL YEAR: **ACCT. #:** 8-1202-126-30-000-009-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is pending Accounts/Receiveable from the City of Pharr.

Attachments

Link: APPLICATION PYMT NO 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/17/2008 11:34 AM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 01:17 PM	APRV
3	Dale Kennan	Dale Kennan	04/17/2008 03:44 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 02:09 PM	APRV
5	Mike Escaname		04/18/2008 05:37 PM	NEW

Form Started By: Laura Moya

Started On: 04/16/2008 04:11 PM

Final Approval Date: 04/18/2008

laura.moya 8915

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Friday, April 11, 2008 1:20 PM
To: laura.moya@co.hidalgo.tx.us
Cc: agapito.vargas@co.hidalgo.tx.us
Subject: Agenda Request Items
Attachments: Las Haaciendas-App. 3.PDF; Las Haaciendas-App. 3001.PDF; R. Gutierrez Invoice 2486.PDF; Nadia Street-WA 6.PDF

Please place these (2 invoices) items on the agenda for the following agenda meeting which is 04/22/2008.
These bills are for BCAP Projects but R. Gutierrez is out of R&B account also sending WA #6 for Nadia St.

Thanks!

Yoli Cisneros-Accounts Payable
Hidalgo County Precinct No. 2
301 East State
Pharr, Texas 78577
(956) 787-1891
(956) 787-4683 Fax

APPLICATION FOR PMT #3

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: TRC Utilities (CONTRACTOR)
Contract: C-CAP-07-023-08-07
Project: Las Haciendas Subdivision
OWNER's Contract No. C-CAP-07-023-08-07 ENGINEER's Project No. ENG05.012e
For Work accomplished through the date of: 13-Mar-2008

1.	Original Contract Price:		$ 382,121.90
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 382,121.90
4.	Total completed and stored to date:		$ 325,626.50
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 32,562.65	
	10% of stored material:	$ -	
	Total Retainage:		$ 32,562.65
6.	Total completed and stored to date less retainage (4 minus 5):		$ 293,063.85
7.	Less previous Application for Payments:		$ (191,408.83)
8.	Balance to Finish:		$ 56,495.40
9.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 101,667.03

597795
8-1311-431-00-122-412-0-841
Req. #125556

Accompanying Documentation:

9 Apr 08

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 13-Mar-08 TRC Utilities
CONTRACTOR
By:

State of Texas
County of ~~Hidalgo~~ HARRIS
Subscribed and sworn to before me this 26 day of MARCH, 2008

Notary Public
My Commission expires: 10/02/2008

BEVERLY HARTMAN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
OCTOBER 2, 2008

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 13-Mar-08 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: P.E.

INVOICE RECEIVED BY:
ON 4/01/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 03/13/08

Application: PMT #3
Application Date: 13-Mar-2008
Period To: 13-Mar-2008
Engineer Firm: R. Gutierrez Eng. Corp.

Summary

l Schedule /alue	C.O. #1 Schedule Value	C.O. #2 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
2,121.90	$ 382,121.90	$ 382,121.90	$ 95,104.25	$ 9,510.43	$ 85,593.83	$ 117,570.00	$ 11,757.00	$ 105,813.00	$ 112,952.25	$ 11,295.23	$ 101,657.03	$ 325,626.50	$ 32,562.65	$ 293,063.85	$ 191,406.83	$ 56,495.40
2,121.90	$ 382,121.90	$ 382,121.90	$ 95,104.25	$ 9,510.43	$ 85,593.83	$ 117,570.00	$ 11,757.00	$ 105,813.00	$ 112,952.25	$ 11,295.23	$ 101,657.03	$ 325,626.50	$ 32,562.65	$ 293,063.85	$ 191,406.83	$ 56,495.40

Texas Department of Transportation

Form 252 (Rev. 12/82)
(GSD-EPC)
Page 1 of 1

Contract Time Statement

ESTIMATE NO. 5 CONTRACTOR TRC UTILITIES

PROJECT NO. C-CAP-07-023-08-07 COUNTY HIDALGO DATE WORK BEGAN 11/29/2007

TIME COMPUTED FROM Daily log DATE WORK COMPLETED 03/27/2008

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
FBRUARY	19	1		Working on driveways Phase II
	20	1		Removing Curb an Gutter on Phase III
	21	1		Removing Curb an Gutter on Phase III
	22	1		Working on subgrade under the Curb and Gutter Phase III
	23	1		Working on subgrade under the Curb and Gutter Phase III
	24	1		Milling Phase III
	25	1		Placing Caliche Phase II
	26	1		Placing Caliche Phase II
	27	1		Placing Caliche Phase II
	28	1		Working on Campeche applying EN-1
	29	1		Working on Veracruz applying EN-1
MARCH	1	1		Working on clean-up
	2	1		Working on clean-up
	3	1		Mixing EN-1 on Phase II
	4	1		Mixing EN-1 on Phase II
	5	1		Paving Phase II
	6	1		Paving Phase II
	7	1		Working on clean-up
	8	1		Weekend
	9	1		Weekend
	10	1		Placing Curb and Gutter on Phase III
	11	1		Placing Curb and Gutter on Phase III
		83		
TOTALS		104	0	

NO. OF CONTRACT WORKING DAYS 120 NO. WORKING DAYS CHARGED TO DATE 104

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ 200.00 TOTAL 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR) MR. MEL ORTIZ

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1958

R. Gutierrez Engineering Corporation

March 19, 2008

Mr. Agapito Vargas
Colonia Access Program Executive Director
Hidalgo County
301 E. State
Pharr, TX 78577

Subject: Las Haciendas Subdivision – Testing Requirements

Dear Mr. Vargas:

I have reviewed the testing reports for flexible base and concrete curb and gutter for the construction of the Phase II, which is the South side of this subdivision. Density test on flexible base came out good. Compression test on concrete samples from curb and gutter at seven and twenty eight (28) days were over the 3000 PSI (Pounds for Square Inch). Testing on the asphalt placed on the first phase I came out good.

Furthermore, please call me at our office number (956) 782-2557 if you have any other questions concerning to this matter.

Sincerely,

Luis J. Nava P.E.
Senior Project Manager

cc: Hector "Tito" Palacios, Pct. 2 Commissioner

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: rguteng@sbcglobal.net

UNITS BILLING APPLICATION

TRCU, LTD
17336 W. Little York Rd.
Houston, Texas 77084

Phone: 281-550-1080 Fax: 281-550-1930

To: Hidalgo County Precinct #2
302 East State
Pharr, Texas 78577

JobId: 15
Hidalgo County Colonia Access Program - Road Construction of Las Haciendas Subdivision

Application number: 3
Application date: 3/10/08
Period to: 3/10/08
Architect's project number: CAP-07-023-07-25

Item No.	Description of Work	Scheduled Quantity	Units	Unit Price	Scheduled Value	Materials Stored	Quantity This Period	Quantity To Date	Previous Amount	Amount This Period	Amount To Date	% Compl.
1	Removing Concrete (Sidewalks)	60	SY	4.00	240.00	0.00	8	50	168.00	32.00	200.00	83
2	Removing Concrete (Curb & Gutter)	10,494	LF	5.00	52,470.00	0.00	1,123	9,417	41,470.00	5,615.00	47,085.00	90
3	Removing concrete (Valley Gutter)	411	LF	6.00	2,466.00	0.00	90	331	1,446.00	540.00	1,986.00	81
4	Cell Fiber Seeding (Temp) (Warm)		SY	1.50	0.00	0.00			0.00	0.00	0.00	
5	Cell Fiber Seeding (Temp) (Cool)	200	SY	1.75	350.00	0.00	0	0	0.00	0.00	0.00	0
6	Cell fiber Seeding (Perm)(Urban)(Clay)		SY	2.25	0.00	0.00			0.00	0.00	0.00	
7	Rework Base Material (6")	3,129	CY	2.50	7,822.50	0.00	703	2,304	4,002.50	1,757.50	5,760.00	74
8	Prime Coat (MC-30)	3,478	GAL	3.00	10,434.00	0.00	1,300	2,700	4,200.00	3,900.00	8,100.00	78
9	Asph. Conc Pav. TY "D"	1,983	TON	60.00	118,980.00	0.00	1,014	1,764	45,000.00	60,840.00	105,840.00	89
10	Trench Excavation Protection	445	LF	5.00	2,225.00	0.00	0	445	2,225.00	0.00	2,225.00	100
11	RCP (CL III) (18")	310	LF	28.00	8,680.00	0.00	0	310	8,680.00	0.00	8,680.00	100
12	RCP (CL III) (30")	53	LF	60.00	3,180.00	0.00	0	53	3,180.00	0.00	3,180.00	100
13	Inlet (Ty A)	1	EA	1,750.00	1,750.00	0.00	0	1	1,750.00	0.00	1,750.00	100
14	Inlet (Ty A) (Top Only)	10	EA	450.00	4,500.00	0.00	0	7	3,150.00	0.00	3,150.00	70
15	Manhole (Ty A)		EA	2,250.00	0.00	0.00			0.00	0.00	0.00	

UNITS BILLING APPLICATION

TRCU, LTD
17336 W. Little York Rd.
Houston, Texas 77084

Phone: 281-550-1080 Fax: 281-550-1930

To: Hidalgo County Precinct #2
302 East State
Pharr, Texas 78577

JobId: 15
Hidalgo County Colonia Access Program - Road Construction of Las Haciendas Subdivision

Application number: 3

Application date: 3/10/08

Period to: 3/10/08

Architect's project number: CAP-07-023-07-25

Item No.	Description of Work	Scheduled Quantity	Units	Unit Price	Scheduled Value	Materials Stored	Quantity This Period	Quantity To Date	Previous Amount	Amount This Period	Amount To Date	% Compl.
16	Barricades, Signs & Traffic Handling	2.50	MO	1,500.00	3,750.00	0.00	0	2	3,000.00	0.00	3,000.00	80
17	Temp Sediment Control Fence	360	LF	1.00	360.00	0.00	0	280	280.00	0.00	280.00	78
18	Concrete Curb & Gutter (Ty A)(Barrier)	10,494	LF	7.25	76,081.50	0.00	2,308	8,959	48,219.75	16,733.00	64,952.75	85
19	Concrete Valley Gutter (6 Ft)	362	LF	18.00	6,516.00	0.00	41	282	4,338.00	738.00	5,076.00	78
20	Driveways (Ty PRB-1)(Flexbase)(4")	34.08	CY	8.00	272.64	0.00	34	34	0.00	272.00	272.00	100
21	Driveways (Ty PRB-1)(MC-30)	61.40	GAL	3.00	184.20	0.00	0	0	0.00	0.00	0.00	0
22	Driveways (Ty PRB-1)(ACP)(1")	17.49	TON	6.25	109.31	0.00	0	0	0.00	0.00	0.00	0
23	Driveways (Concrete)	418	SY	49.50	20,691.00	0.00	100	200	4,950.00	4,950.00	9,900.00	48
24	Concrete Sidewalks	60	SY	30.00	1,800.00	0.00	16	40	720.00	480.00	1,200.00	67
25	Small Road Sgn Assm (Ty A)		EA	75.00	0.00	0.00			0.00	0.00	0.00	
26	Roadbond EN1 (Liquid)	97	GAL	5.00	485.00	0.00	71	71	0.00	355.00	355.00	73
27	Roadbond EN1 Treat Exist Base (Density Control)	18,772	SY	1.25	23,465.00	0.00	7,560	13,860	7,875.00	9,450.00	17,325.00	74
28	RCP (CLIII)(24")	392	LF	55.00	21,560.00	0.00	0	392	21,560.00	0.00	21,560.00	100
29	Inlet SPL (Ty A)	1	EA	1,960.00	1,960.00	0.00	0	1	1,960.00	0.00	1,960.00	100
30	Manhole (Ty M) Junction Box	2	EA	2,250.00	4,500.00	0.00	0	2	4,500.00	0.00	4,500.00	100

UNITS BILLING APPLICATION

TRCU, LTD
17336 W. Little York Rd.
Houston, Texas 77084

Phone: 281-550-1080 Fax: 281-550-1930

To: Hidalgo County Precinct #2
302 East State
Pharr, Texas 78577

JobId: 15
Hidalgo County Colonia Access Program - Road Construction of Las Haciendas Subdivision

Application number: 3

Application date: 3/10/08

Period to: 3/10/08

Architect's project number: CAP-07-023-07-25

Item No.	Description of Work	Scheduled Quantity	Units	Unit Price	Scheduled Value	Materials Stored	Quantity This Period	Quantity To Date	Previous Amount	Amount This Period	Amount To Date	% Compl.
31	Flexible Base	1,000	TN	7.28975	7,289.75	0.00	1,000	1,000	0.00	7,289.75	7,289.75	100
TOTALS					382,121.90				212,674.25	112,952.25	325,626.50	85

Amount to date: $ 325,626.50

TRC UTILITIES
HOUSTON • RIO GRANDE VALLEY • SAN ANTONIO

17336 West Little York • Houston, Texas 77084 • Phone: 281.550.1080 • Fax: 281.550.1930

CERTIFIED LIST OF MATERIAL SUPPLIERS

The undersigned certifies that the following is a complete list of material suppliers and a sub-subcontractors that will provide materials or services for the work covered under this subcontract. This subcontractor shall provide executed monthly waivers of lien for each of the suppliers and subcontractors listed below as a condition on payment.

Subcontractor: **TRCU, Ltd.**

Project Name: **Las Haciendas Subdivision Street & Drainage Improvement**

DOS Logistics 212 W. 3rd Street Weslaco, Texas 78596
Supplier/Subcontractor Name and Address
Subcontractor - Turn Key
Item/Service Supplied

Varmicon Industries PO Box 531808 Harlingen, Texas 78553-1808
Supplier/Subcontractor Name and Address
RCP Drainage Pipe
Item/Service Supplied

Frontera Materials Inc. PO Box 1917 Weslaco, Texas 78599-1917
Supplier/Subcontractor Name and Address
Backfill Material, Caliche & Asphalt
Item/Service Supplied

Contractor requires 48 hour notice of any changes to this list.

TRCU, Ltd.	Beverly Hartman
Company	Name
Construction Accountant	
Title	Signature

TRC UTILITIES
HOUSTON • RIO GRANDE VALLEY • SAN ANTONIO

SUBCONTRACTOR'S PARTIAL RELEASE OF LIEN

By agreement with **TRCU, Ltd.** and **Hidalgo County** which subcontractor/supplier is being paid to furnish all materials and/or perform all the work related to the work described in said Subcontract or supplies and materials invoiced for the construction of **Las Haciendas Subdivision Street & Drainage Improvement** project upon property belonging to , Owner. (Released party)

In consideration of this payment of **$101,657.03** I do hereby declare the above-described real estate released and discharged from liens created by reason of construction of the above-described work. Furthermore, the subcontractor/supplier hereby RELEASES, RELINQUISHES, and forever DISCHARGES, the Released Parties, as well as their predecessors, successors, assigns, agents, affiliates, subsidiaries, parents, officers, directors, employees, and representatives (all of which are hereinafter included within the term "Released Parties") of and from any and all claims, demands, actions and causes of action of any and every character, which subcontractor/supplier may have against the Released Parties, arising out of or with respect to the Agreement, the transactions covered therein and/or in any way relating to the construction of the Project as of the date of this invoice/draw amount . This payment represents the current amount due less retainage for all work performed as of the date of this invoice/draw amount (including any extra work performed outside the scope of work that has not been approved by the released parties with a written change order per the contract) by subcontractor/supplier and its affiliates or subcontractors and suppliers for the **Las Haciendas Subdivision Street & Drainage Improvement** project. I assume all debts and all invoices due to suppliers and vendors for the materials supplied for the work performed by subcontractor. I do by these presents, fully release, discharge and quit-claim unto the said Owner, his heirs, or assigns, all the right, title, interest and estate in and to the property above described. To my knowledge, or information the release includes all the materials for which a lien could be filed, to the extent described.

Subcontractor certifies with this signature that he has read and agrees to the terms and conditions of this release of lien.

Subcontractor: **TRCU, Ltd.**

Signature KEN ERWIN

Printed Name KEN ERWIN

The State of Texas, County of HARRIS

Before me, the undersigned authority, on this day personally appeared KEN ERWIN 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 purposes and consideration therein expressed.

Given my hand and seal of office this 10 day of MARCH, 2008

My Commission Expires: 10/02/08

Notary Public in and for TEXAS

Notary Signature BEVERLY HARTMAN

BEVERLY HARTMAN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
OCTOBER 2, 2008

TRCU, LTD

TRC Utilities
17336 W. Little York Rd.
Houston, Texas 77084
Phone Number: 281-550-1080

Bill to:
Hidalgo County Precinct #2
302 East State
Pharr, Texas 78577

Payment Application

Project:
Hidalgo County Colonia Access Program - Road Construction of Las Haciendas Subdivision

Invoice date: 3/10/08
Terms:

Our JobId: 15	Application number: 3	Period: 2/1/08 - 3/10/08	Your order number: CAP-07-023-07-

1. ORIGINAL CONTRACT SUM		382,121.90
2. Net change by Change Orders		0.00
3. CONTRACT SUM TO DATE		382,121.90
4. TOTAL COMPLETED & STORED TO DATE		325,626.50
5. RETAINAGE:		
a. 10.0 % of Completed Work	32,562.65	
b. 10.0 % of Stored Material	0.00	
Total Retainage		32,562.65
6. TOTAL EARNED LESS RETAINAGE		293,063.85
7. PREVIOUS CERTIFICATES		191,406.82
8. CURRENT PAYMENT DUE		101,657.03
9. BALANCE TO FINISH, PLUS RETAINAGE		89,058.05
Unpaid previous applications:		0.00
Total amount due:		**101,657.03**

Due date: 4/9/08

Change Order Summary	Additions	Deductions
Previous billing periods:	*0.00*	*0.00*
Approved this billing period:		
Net change by Change Orders:	0.00	

Submitted By: _____ Date: 03/10/08
Construction Accountant
Title: _____
Approved By: _____ Date: _____
Title: _____

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: [illegible]

FROM: [illegible]

SUBJECT: [illegible]

PROJECT NO.:

DATE: 4/1/08

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Application #3 [illegible]
		[illegible]

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
✓ FOR APPROVAL	___ APPROVED AS SUBMITTED	✓ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
✓ FOR REVIEW AND COMMENT	✓ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution file

Received by: [illegible] 4/1/08

AI-8943 **24.A.15.**

TItle Search Results and Conveyance of Property
CC REGULAR

Date: 04/22/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: County Judge's Office
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and action in connection with the title search (ordered by CC on 4-14-08) for the property authorized for conveyance by CC (circa 1944-46) and conveyance of said property through deed, if necessary and as further described as:

Southeast Ten (10) acres of Lot Seven (7), Nine (9), West Addition to Sharyland, Hidalgo County, Texas (described by metes and bounds Vol. 433, page 547)

BACKGROUND

Contact for this project: Mr. Domingo Flores

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 04/18/08 $ 19,300.00.

Estimated cost: $300.00-$350.00 as per Martha Salazar.

Attachments

Link: Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 09:21 AM	APRV
2	Erika Reyna	Erika Reyna	04/18/2008 11:25 AM	APRV
3	Auditor's Office	Linda Fong	04/18/2008 02:11 PM	APRV
4	Purchasing Department (Originator)		04/18/2008 05:37 PM	NEW

Form Started By: Marty Salazar Started On: 04/17/2008 05:14 PM

Final Approval Date: 04/18/2008

A sheriff deed of conveyance to County of hidalgo was issued on April 3, 1944 for delinquent taxes owed. Deed was reconveyed on June 20, 1944 as per Comissioners Court minutes but reconveyance deed was never recorded by Mr. Inoweiske and deed was lost.

See attached documents.

Mr. Inoweiske is requesting approval of a Deed replacement.

Emmett B Cocke,

439
EMMETT B. COCKE, ET AL
BY SHERIFF

SHERIFF'S DEED

TO

COUNTY OF HIDALGO

THE STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, by virtue of an Order of Sale issued by the Clerk of the District Court in and for Hidalgo County, on the 3rd day of May A. D. 1944, on a certain judgment rendered in said Court on the 3rd day of April A. D. 1944, in favor of The State of Texas as Plaintiff, and Mission Independent School District as Intervenor, and as Impleaded Party Defendant, and against Emmett B. Cocke and Central Securities Company, a corporation as Defendants, for the sum of $428.83 in favor of said The State and County $134.19 in favor of said Mission Ind. School Dist. $ in favor of said $ in favor of said together with interest and costs of suit; said amounts above set out being the agregate amount of the taxes due plaintiff and each Intervener on each separate tract of land included in the hereinafter numbered suit; said amounts being set out separately against each separate tract in said order of sale; said cause being numbered upon the docket of said Court No. E-5245, and the said Order of Sale commanding me to levy upon, seize, and sell the land therein described to the highest bidder for cash to satisfy said judgment, the same being for taxes, penalty, interest and costs due on the hereinafter described lands, together with interest thereon at the rate of six per cent per annum from date thereof, and costs of suit, I, R.T. Daniel Sheriff of said County, did upon the 3rd day of May A. D. 1944, levy upon and seize said land described in said order of sale and hereinafter described, and whereas, I did advertise said land for sale upon Tuesday, the 6th day of June A. D. 1944, at the courthouse door of said County, by giving notice of the time and place of sale as required by law, and for the length of time required by law, and whereas, upon the said day, the same being the first Tuesday in said month, between the hours of 2 o'clock P. M. and 4 o'clock P. M. I offered each tract for sale separately at public outcry to the highest bidder, and each tract was bid off separately to County of Hidalgo in trust, for the use and benefit of itself and the impleaded defendants (if any) and intervenors named in said judgment, each tract being sold separately, for the amount of the taxes, penalties, interest and costs, due against it as shown by order of sale; provided for in said judgment, there being no other bid for as much as the adjudged fair value of the said property or the amount of the taxes, interest, penalties and costs:

Now, therefore, I R.T. Daniel Sheriff aforesaid by virtue of the authority vested in me by law have Bargained, Sold, and Conveyed, and by these presents do Bargain, Sell and Convey unto the said County of Hidalgo under the provisions of Article 7345 b. Revised Civil Statutes of Texas, for the use and benefit of itself and the impleaded defendants (if any) and intervenors named in said judgment, and their assigns, subject, however, to the provisions hereinafter set out, all the right, title and interest of said Emmett B. Cocke and Central Securities Company, a corporation Defendant(s) in and to the following described land that said Defendant(s) had at the date of said judgment, or at any time after said taxes accrued on said property, together with all and singular the rights, privileges and appurtenances thereunto belonging; the said lands being described as follows, to-wit:

Southeast Ten (10) acres of Lot Seven (7), Nine (9), West Addition to Sharyland, Hidalgo County, Texas (described by metes and bounds Vol. 433 page 547)

TO HAVE AND TO HOLD unto the said County of Hidalgo in trust as aforesaid, subject, however, to the Defendant's right to redeem the same in the manner prescribed by law within two years from the date of said sale, and to such other and further conditions and stipulations as may be applicable under the provisions of Senate Bill 477, Acts of the Forty-fifth Legislature of Texas, Regular Session, as fully and absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale.

Witness my hand, this the 6th day of June A. D. 1944

R. T. DANIEL, Sheriff, Hidalgo County, Texas

By E.E. VICKERS Deputy.

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority in and for Hidalgo County, Texas, on this day personally appeared E.E. Vickers, Deputy Sheriff of Hidalgo County, 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 purposes and considerations therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office, this 6 day of June A. D. 1944

(SEAL)

E.B. Reyna
Notary Public in and for Hidalgo County, Texas

Filed for record the 8th of January 1945 at 12:16 o'clock P.M., and duly recorded the 15th of January 1945 at 4:40 o'clock P.M.

D.C. HOGAN COUNTY CLERK
L. WRIGHT
By Deputy

Matt Bcocke,

SHERIFF'S DEED

B. COCKE, ET AL
RIFF

TO

COUNTY OF HIDALGO

'E OF TEXAS
NTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

, whereas, by virtue of an Order of Sale issued by the Clerk of the District Court in and for Hidalgo County, on the 3rd day
A. D. 194 4 on a certain judgment rendered in said Court on the 3rd day of April
, in favor of The State of Texas

as Plaintiff, and Mission Independent School District

as Intervenor, and

as Impleaded Party

, and against Emmett B. Cocke and Cantral Securities Company, a corporation

ent.s for the sum of $ 428.83, in favor of said The State and County ;
19 , in favor of said Mission Ind. School Dist. ; $, in favor of said
; $, $, in favor of said
ith interest and costs of suit; said amounts above set out being the agregate amount of the taxes due plaintiff and each intervenor on each separate tract of
ed in the hereinafter numbered cause; said amounts being set out separately against each separate tract in said order of sale; said cause being numbered
locket of said Court No. E-3245, and the said Order of Sale commanding me to levy upon, seize, and sell the land therein described to the
fier for cash to satisfy said judgment, the same being for taxes, penalty, interest and costs due on the hereinafter described lands, together with interest
the rate of six per cent per annum from date thereof, and costs of suit, I R.T. Daniel
said County, did upon the 3rd day of May A. D. 194 4, levy upon and seize said land described in
of sale and hereinafter described, and whereas, I did advertise said land for sale upon Tuesday, the 6th day of June
4 , at the courthouse door of said County, by giving notice of the time and place of sale as required by law, and for the length of time required by law,
as, upon the said day, the same being the first Tuesday in said month, between the hours of 2 o'clock P. M. and 4 o'clock P. M. I offered each tract for sale
at public outcry to the highest bidder, and each tract was bid off separately to County of Hidalgo
r the use and benefit of itself and the impleaded defendants (if any) and intervenors named in said judgment, each tract being sold separately, for the
the taxes, penalties, interest and costs, due against it as shown by order of sale; provided for in said judgment, there being no other bid for as much as the
fair value of the said property or the amount of the taxes, interest, penalties and costs:

, therefore, I R.T. Daniel Sheriff aforesaid by virtue of the authority vested in me by law have Bargained,
Conveyed, and by these presents do Bargain, Sell and Convey unto the said
County of Hidalgo
providions of Article 7345 b. Revised Civil Statutes of Texas, for the use and benefit of itself and the impleaded defendants (if any) and intervenors named
lgment, and their assigns, subject, however, to the provisions hereinafter set out, all the right, title and interest of said
t B. Cocke and Cantral Securities Company,a corporation

, Defendant 8
the following described land that said Defendant 8 had at the date of said judgment, or at any time after said taxes accrued on said property, together
d singular the rights, privileges and appurtenances thereunto belonging: the said lands being described as follows, to-wit:

Southeast Ten (10) acres of Lot Seven (7), Nine (9), West Addition to Sharyland, Hidalgo
y, Texas (described by metes and bounds Vol. 433 page 547)

DATE 4/9/08
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

Commissioners' Court was thereupon adjourned in due course.

County Judge

Commissioner Precinct No. 1

(Absent)
Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4.

O. D. Kirkland
County Clerk. Lucille Deputy.

---000---

THE STATE OF TEXAS,)
COUNTY OF HIDALGO)

BE IT REMEMBERED, that there was begun and holden a Special Meeting of the Commissioners' Court, in and for Hidalgo County, Texas, at the Court House thereof in the City of Edinburg, on the 30th. day of June, A. D. 1944. With the following members present:

Hon. J. C. Looney, County Judge
Hon. O. D. Kirkland, County Clerk
Hon. C. H. Hupp, Commissioner Precinct No. 1
(Absent) Hon. Stanley Nolten, Commissioner Precinct No. 2
Hon. W. H. Douglass, Commissioner Precinct No. 3
Hon. Carl Eckstrom, Commissioner Precinct No. 4.

Whereupon the following proceedings were had, to-wit:

---000---

Upon motion made by Commissioner Eckstrom, seconded by Commissioner Douglass and carried unanimously that Hidalgo County, Texas, pursuant to the authority vested in it under the provisions of Sec. 9, of Art. 7345b, Revised Civil Statutes of Texas, do hereby consent in writing to the sale of
Lot 1, Block 82, Alamo Land and Sugar Company's Sub.
to R. H. RICE, Trustee, for the sum of $320.00 to ins. 1943 taxes, for and on behalf of the County of Hidalgo, Texas, as per the original resolution on file in the office of the County Clerk, reference to which is hereby made.

---000---

Upon motion made by Commissioner Hupp, seconded by Commissioner Eckstrom and carried unanimously that Hidalgo County, Texas, pursuant to the authority vested in it under the provisions of Sec. 9, of Art. 7345b, Revised Civil Statutes of Texas, do hereby consent in writing to the sale of
Lots 17 and 18, Block 8, City of Edcouch
to MR. S. GUERRA, for the sum of $150.00 to ins. 1943 taxes, for and on behalf of the County of Hidalgo, Texas, as per the original resolution on file in the office of the County Clerk, reference to which is hereby made.

---000---

Upon motion made by Commissioner Douglass, seconded by Commissioner Hupp and carried unanimously that Hidalgo County, Texas, pursuant to the authority vested in it under the provisions of Sec. 9½ of Art. 7345b, Revised Civil Statutes of Texas, do hereby consent in writing to the sale of
Southeast 10 acres of

Lot 7-9, West Addition to Sharyland
to ERO WEISSE, for the sum of $280.00 to inc. 1943 taxes, for and on behalf of the County of Hidalgo, Texas, as per the original resolution on file in the office of the County Clerk, reference to which is hereby made.

---000---

Upon motion made by Commissioner Douglass, seconded by Commissioner Hupp and carried unanimously that Hidalgo County, Texas, pursuant to the authority vested in it under the provisions of Sec. 9, of Art. 7345b, Revised Civil Statutes of Texas, do hereby consent in writing to the sale of
Lot 5, Block 33, Mission
to SANTOS SOLIS DE SOSA, for the sum of $150.00 to inc. 1943 taxes, for and on behalf of the County of Hidalgo, Texas, as per the original resolution on file in the office of the County Clerk, reference to which is hereby made.

---000---

Upon motion made by Commissioner Douglass, seconded by Commissioner Hupp and carried unanimously that Hidalgo County, Texas, pursuant to the authority vested in it under the provisions of Sec. 9, of Art. 7345b, Revised Civil Statutes of Texas, do hereby consent in writing to the sale of
East 13.32 acres of Lot 8-8 , West Addition to Sharyland
TO B. E. McCoy, for the sum of $615.48 cash to inc. 1943 taxes, for and on behalf of the County of Hidalgo, Texas, as per the original resolution on file in the office of the County Clerk, reference to which is hereby made.

---000---

Upon motion made by Commissioner Eckstrom, seconded by Commissioner Douglass, and carried unanimously that Hidalgo County, Texas, pursuant to the authority vested in it under the provisions of Sec. 9, of Art. 7345b, Revised Civil Statutes of Texas, do hereby consent in writing to the sale of
Lot 4, Block 6, Closner Subdivision
to A. B. WATSON, for the sum of $1500.00 to include 1943 taxes, for and on behalf of the County of Hidalgo, Texas, as per the original resolution on file in the office of the County Clerk, reference to which is hereby made.

---000---

Upon motion made by Commissioner Eckstrom, seconded by Commissioner Hupp and carried unanimously that Hidalgo County, Texas, pursuant to the authority vested in it under the provisions of Sec. 9, of Art. 7345b, Revised Civil Statutes of Texas, do hereby consent in writing to the sale of
Lot 4, Block 17, Langley
to M. WILLIAMS, for the sum of $378.00 to inc. 1943 taxes, for and on behalf of the County of Hidalgo, Texas, as per the original resolution on file in the office of the County Clerk, reference to which is hereby made.

---000---

Upon motion made by Commissioner Eckstrom, seconded by Commissioner Hupp and carried unanimously that Hidalgo County, Texas, pursuant to the authority vested in it under the provisions of Sec. 9, of Art. 7345b, Revised Civil Statutes of Texas, do hereby consent in writing to the sale of

DATE 4/9/08
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

SPECIAL JUNE 20TH. A. D. 1944 MEETING.

There being no further business brought before the Court, said meeting of said Commissioners' Court was thereupon adjourned in due course.

County Judge

Commissioner Precinct No. 1

(Absent)
Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4.

County Clerk. By Lucia C. Lillie Deputy.

---000---

THE STATE OF TEXAS,)
COUNTY OF HIDALGO)

BE IT REMEMBERED, that there was begun and holden a Special Meeting of the Commissioners' Court, in and for Hidalgo County, Texas, at the Court House thereof in the City of Edinburg, on the 20th. day of June, A. D. 1944. With the following members present:

Hon. J. C. Looney, County Judge
Hon. O. D. Kirkland, County Clerk
Hon. C. H. Hupp, Commissioner Precinct No. 1
(Absent) Hon. Stanley Melton, Commissioner Precinct No. 2
Hon. W. H. Douglass, Commissioner Precinct No. 3
Hon. Carl Ekstrom, Commissioner Precinct No. 4.

Whereupon the following proceedings were had, to-wit:

---000---

Upon motion made by Commissioner Ekstrom, seconded by Commissioner Douglass and carried unanimously that Hidalgo County, Texas, pursuant to the authority vested in it under the provisions of Sec. 9, of Art. 7345b, Revised Civil Statutes of Texas, do hereby consent in writing to the sale of
Lot 1, Block 28, Alamo Land and Sugar Company's Sub.
to R. R. RICE, Trustee, for the sum of $320.00 to inc. 1943 taxes, for and on behalf of the County of Hidalgo, Texas, as per the original resolution on file in the office of the County Clerk, reference to which is hereby made.

---000---

Upon motion made by Commissioner Hupp, seconded by Commissioner Ekstrom and carried unanimously that Hidalgo County, Texas, pursuant to the authority vested in it under the provisions of Sec. 9, of Art. 7345b, Revised Civil Statutes of Texas, do hereby consent in writing to the sale of
Lots 17 and 18, Block 8, City of Edcouch
to MR. S. GUERRA, for the sum of $150.00 to inc. 1943 taxes, for and on behalf of the County of Hidalgo, Texas, as per the original resolution on file in the office of the County Clerk, reference to which is hereby made.

---000---

Upon motion made by Commissioner Douglass, seconded by Commissioner Hupp and carried

DATE 4/9/08
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk Hidalgo County, Texas
By ... Deputy

AI-8916 **24.A.16.**

BCAP PCT #2 - SANTANA SUBD/NADIA STREET
CC REGULAR

Date: 04/22/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for invoice Number 2486 in the amount of $1,793.40 for Eldora/1426 (Santana Subd/Nadia Street) to R. Gutierrez Engineering Corporation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-006-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O. 587915 has $2,843.40 available as of 4/17/08.

Attachments

Link: INVOICE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/17/2008 11:34 AM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 01:18 PM	APRV
3	Dale Kennan	Dale Kennan	04/17/2008 03:53 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 02:13 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 02:29 PM	APRV

Form Started By: Laura Moya Started On: 04/16/2008 04:12 PM

Final Approval Date: 04/18/2008

8916

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2486
Tuesday, April 01, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG06.019d Eldora/1426 (Santana Subd/Nadia Street) Extension Additional Work

Project Manager: Miguel A. Huitron
Professional Services for the Period: 07/10/2007 to 03/31/2008

Billing Group: 01 Phased Fixed Fee
Additional Work

Contract #: *C-06-251-08-15 (WA#4)(PO#587915)*

Billing Fee: $11,067.00

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Nadia Road Extension	8,967.00	81.02	100.00	8,967.00	7,173.60	1,793.40
ROW Parcels	1,200.00	10.84	50.00	600.00	600.00	0.00
Title Reports	900.00	8.13	50.00	450.00	450.00	0.00
				Total Phases:		***$1,793.40***

587915
9-1202-431-00-122-006-0-734

Req #113894

Phase Billing Totals: ***$1,793.40***

Billing Group Subtotal: 1,793.40

Project Totals:

****** Total Project Invoice Amount:*** ***$1,793.40***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
Celia ON 4/01/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 4/01/08

AI-8828 **24.A.17**

Armored Car Services

CC REGULAR

Date: 04/22/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of specifications/requirements as attached hereto for: "Hidalgo County-Armored Car Services".

BACKGROUND

Departments involved in this project include, but are not limited to, the following: Hidalgo County's Clerk Office, District Clerk, Treasurer, Tax Assessor, Auto License and Community Supervision and Corrections Department (Adult Probation).

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-002-8-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Basic Supervision Dept - Available Balance as of 4-15-08 $33,042.26.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-40-180-001-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Co. Clerk Dept-Available Balance as of 4-15-08 $3,499.62.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-412-00-090-001-0-350
FUNDS AVAILABLE Y/N?: N/Inactive **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

District Clerk Dept- The object code 350 "Contractual Services" is currently inactive as of 4-15-08 in the SAGE accounting system for the District Clerk's G/F budget. The office will have to put funding in place within their budget if this item gets approved by CC. Funding is to be identified and in place once contract negotiations begin with the awarded vendor for this project.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-15-140-001-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Tax Office-Available Balance as of 4-15-08 $34,839.75.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-16-150-001-0-350

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

BUDGETARY IMPACT:

Co. Treasurer-Available Balance as of 4-15-08 $3,096.07.

Attachments

Link: Exhibit B - Bid Page

Link: Exhibit A Specifications/Requirements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/15/2008 12:07 PM	APRV
2	Budget & Management	Dina Trevino	04/15/2008 01:27 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/15/2008 02:06 PM	APRV
4	Auditor's Office	Linda Fong	04/16/2008 09:07 AM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV

Form Started By: Vangie Garcia Started On: 04/10/2008 01:11 PM

Final Approval Date: 04/17/2008

EXHIBIT "B"

BID FORM
Hidalgo County - Armored Car Services
Bid No.: 2008-054-05-14-VYG

Option I. Initial two (2) year term:

Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed Exhibit "A" of this document and under the terms and conditions described for the initial two year term of the contract.

$_____/month

Option II. Initial two-year term with an additional one (1) year renewal, at County's option:

Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed in Exhibit "A" of this document and under the terms and conditions described for the initial two-year term with an additional one year renewal, at the County's option to renew.

$_____/month

BIDDER/COMPANY NAME:_____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO: _____ FAX NO: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
"ARMORED CAR SERVICES"
BID NO: 2008-054-05-14-VYG

Specifications, Requirements and Other Terms and Conditions

SCOPE OF SERVICES:
HIDALGO COUNTY is seeking bids from qualified bidder(s) with which to establish a contract for the purposes of "Armored Car Services" on an "As Needed Basis".

1. Bidder(s) will be responsible for providing for picking up and transporting, on an **"As Needed Basis"**, deposits from numerous Hidalgo County Departments, and depositing into County's bank account.

2. Bidder(s) will provide armed, uniformed and bonded personnel. Every shipment must be totally insured against loss.

3. Bidder(s) will be required to deliver change and/or bank supplies at the time deposits are picked up.

BANK DEPOSITORY ACCOUNT:

4. Hidalgo County's Depository Bank is currently First National Bank, however, the County might do future business with another Depository Bank within the Hidalgo County area.

5. Hidalgo County's main Bank Depository is "First National Bank", located at 100 W. Cano Street, Edinburg, Texas. Deposits may be deposited at any local listed "First National Bank" branch locations.

6. Hidalgo County reserves the right to award this bid on a lump sum basis to one (1) bidder, or to multiple bidders; whichever is most advantageous to the County.

7. ***Hidalgo County Elected Official***, ***department head, and/or their designees/contact person*** will instruct bidder(s) to as to where/which "First National Bank" branch location site(s) the deposits are to be transported to.

TERMS AND CONDITIONS:

8. Term of contract shall be for a period of two (2) years under Option I. Option II shall include Hidalgo County's option to renew contract for one (1) additional year under the same rates, terms and conditions as the initial two (2) year period.

9. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

10. After bid is awarded and successful awarded vendor defaults in meeting the "general instructions to bidder(s)" and/or complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo

County shall charge the successful bidder the difference for any additional cost to the County.

REQUIREMENTS:

11. Bidder(s) must be licensed by the "Texas Board Of Private Investigators and Private Security Agencies". All of bidder(s)' personnel associated with this bid must also have the proper licenses by the "Texas Board Of Private Investigators and Private Security Agencies".

12. Bidder(s) will provide and maintain all the required "Insurances and Bonds" as described and listed in "Exhibit C" and under "Legal Terms and Conditions"-page 4-item #18.

13. Hidalgo County reserves the right to hold bid(s) for a period of ninety (90) days without taking action.

15. "Any" and "All" costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder(s) and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All applicable forms in this packet must be filled out in its entirety and submitted with bid response.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, May 7, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, May 9, 2008.

EXHIBIT "A"
"ARMORED CAR SERVICES"
BID NO: 2008-054-05-14-VYG

DEPARTMENT LOCATION(S) OF PICKUPS AND LIABILITY AMOUNT(S)

Honorable Arturo Guajardo, Jr.
Hidalgo County Clerk
Hidalgo County Co. Courthouse
100 N. Closner
Edinburg, Texas 78539

Regular time of deposit: 3:00 p.m.
Bank Name/Location: First National Bank/Edinburg
Deposit to be picked-up: (1) Once a day
Approximate amount of deposit: $25,000.00 per day/week

Honorable Laura Hinojosa
Hidalgo County District Clerk
Hidalgo County Co. Courthouse
100 N. Closner
Edinburg, Texas 78539

Regular time of deposit: Mornings
Bank Name/Location: First National Bank/Edinburg
Deposit to be picked-up: (1) Once a day
Approximate amount of deposit: $40,000.00 -$140,000.00 per day/week

Honorable Norma G. Garcia
Hidalgo County Treasurer
Hidalgo County Treasurer's Office
2810 S. Business Hwy. 281
Edinburg, Texas 78539

Regular time of deposit: 4:30 p.m.
Bank Name/Location: First National Bank/Edinburg
Deposit to be picked-up: (1) Once a day
Approximate amount of deposit: $20,000.00 - $4,000,000.00 per day/week

Honorable Armando Barrera
Hidalgo County Tax Assessor Collector
Hidalgo County Tax Office
2804 S. Business Hwy. 281
Edinburg, Texas 78539

Regular time of deposit: 3:00 p.m.
Bank Name/Location: First National Bank / 1920 S. Closner, Edinburg
Deposit to be picked-up: (1) Once a day
Approximate amount of deposit: $4,065,000.00 per day/week

Mr. Hector Solis: Dept. Head
Hidalgo County Auto License Dept.
2804 S. Business Hwy. 281
Edinburg, Texas 78539

Substation/Locations	Time Of Deposit	Pick-Up
#1 Edinburg	3:00 p.m.	1 (once a day)
#2 McAllen	2:30 p.m.	1 (once a day)
#3 Mission	2:00 p.m.	1 (once a day)
#4 Weslaco	1:30 p.m.	1 (once a day)
#5 San Juan	11:00 a.m.	1 (once a day)

Approximate amount of deposit: $ 424,000.00 per day/week

Mr. Joe Lopez, Director
Hidalgo County Community Supervision and Corrections Department (Adult Probation) 3100 S. Business Hwy. 281
Edinburg, Texas 78539

Regular time of deposit: 4:30 p.m.
Bank Name/Location: First National Bank / 100 W. Cano Street, Edinburg
Deposit to be picked-up: (1) Once a day
Approximate amount of deposit: $10,000.00-$45,000.00 per day

EXHIBIT "A"
"ARMORED CAR SERVICES"
BID NO: 2008-054-05-14-VYG

Depository Bank Branch Locations/Sites:
Deposits may be made at any of the following branch locations, however any and all deposits will be taken to the branch location site as requested and directed by the ***Hidalgo County Elected Official***, ***department head, and/or their designees/contact person***.

FIRST NATIONAL BANK BRANCH LOCATIONS/SITES

Alamo	1329 W. Expressway 83, Alamo
Delta	900 E. Highway 107, Elsa
Donna	503 N.D. Salinas
Edinburg	100 W. Cano 1920 S. Closner 320 E. University 2810 N. Closner
Hidalgo	524 S. Bridge
La Joya	701 E. Expressway 83
McAllen	212 N. 23rd. Street 1821 S. 10th Street 7201 N. 10th Street
Mercedes	301 S. Texas Avenue
Mission	1709 N. Conway
Pharr	1311 S. Cage Blvd. 100 E. Nolana
Weslaco	621 S. International Drive (Weslaco-1015) 911 W. Expressway 83 (Weslaco-Border)

AI-8889 **24.B.1.**

Pct 1.-Invoice No. 08046 & 08047-Javier Hinojos Engineering-C-08-086-03-06
CC REGULAR

Date: 04/22/2008
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. 08046 in the amount of $9,257.00 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. 08047 in the amount of $2,268.84 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 Mile 17 S to SH 107)-Hidalgo County Precinct No. 1.

BACKGROUND

INVOICE NO. 08046
INVOICE NO. 08047

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO #600064 $25,684.10 & PO #600065 $6,050.22 as of 4-17-08 for Javier Hinojosa Engineering.

Attachments

Link: Invoice No. 08046 & 08047-Javier Hinojos Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	04/16/2008 12:27 PM	APRV
2	Budget & Management		04/18/2008 05:37 PM	PEND
3	Ivan Cantu	Ivan Cantu	04/17/2008 08:31 AM	APRV
4	Leticia Saenz		04/18/2008 05:37 PM	NEW

Form Started By: Letty Saenz Started On: 04/16/2008 10:44 AM

Final Approval Date: 04/18/2008

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08047

Customer

Name: Hidalgo County Precinct No. 1
Address: 1902 Joe Stephens Avenue
City: Weslaco State: Texas Zip: 78596
Attention: Commissioner Sylvia Handy

Date: April 14, 2008

Project Name: Mile 6 West
From Mile 17 south To S.H. 107

Description

Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Paving Improvements for Mile 6 West from Mile 17 south to S.H. 107.

P.O.#600065/R60
CONTRACT AMT.: $15,125.55

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Preliminary						
Phase 25%	$3,781.39	100%	$3,781.39	$3,781.39	$0.00	$0.00
Design						
Phase 50%	$7,562.78	100%	$7,562.78	$5,293.94	$2,268.84	$0.00
Construction						
Phase 25%	$3,781.39	0%	$0.00	$0.00	$0.00	$3,781.39
TOTAL	$15,125.55	75%	$11,344.17	$9,075.33	$2,268.84	$3,781.39

Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

8-1336-431-00-121-041-0-731

INVOICE RECEIVED BY on 4/15/08
GOODS/SERVICES RECEIVED BY on

PO # 600065

C-08-086-03-06

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08046

Customer

Name: Hidalgo County Precinct No. 1
Address: 1902 Joe Stephens Avenue
City: Weslaco State: Texas Zip: 78596
Attention: Commissioner Sylvia Handy

Date: April 14, 2008

Project Name: Mile 3 1/2 West Between Mile 5 North To City Limits

Description

Engineering services rendered for completion of the Preliminary Phase and completion of the Design Phase for the Paving Improvements for Mile 3 1/2 West from Mile 5 North to the Weslaco City Limits.

P.O.#600064/R59
CONTRACT AMT.: $65,710.25

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$16,427.56	100%	$16,427.56	$16,427.56	$0.00	$0.00
Design						
Phase 50%	$32,855.13	100%	$32,855.13	$23,598.13	$9,257.00	$0.00
Construction						
Phase 25%	$16,427.56	0%	$0.00	$0.00	$0.00	$16,427.56
TOTAL	**$65,710.25**	**75%**	**$49,282.69**	**$40,025.69**	**$9,257.00**	**$16,427.56**

Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

8-1336-431-00-121-041-0-731 NM

INVOICE RECEIVED BY: on 4/15/08

GOODS/SERVICES RECEIVED BY: on

PO # 600064

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 Department **From:** Noe Montez

Attn: Letty Saenz

Fax: **Pages:** 3

Phone: **Date:** 4/14/08

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please make arrangements to place the following invoices #08046, and #08047 from Javier Hinojosa Engineering on the next CC meeting for approval for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

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AI-8940 **24.B.2.**

Pct. 1-Invoice Nos. 763 & 784-Leonel Garza Jr. & Associates-C-08-040-03-25
CC REGULAR

Date: 04/22/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice Nos. 763 & 784 totaling $10,000.00 submitted by Leonel Garza Jr. & Associates, LLC with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to contract #C-08-040-03-25 (PO#601470) for appraisal services to "Various Road & Bridge and Capital Improvement Plan (C.I.P) Projects within Hidalgo County Precinct No. 1 and in connection to Work Authorization No. 1 (FM 493 Project).

BACKGROUND

Invoice No. 763
Invoice No. 784

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-431-00-121-043-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for PO #601470 is $10,000.00 as of 4-17-08 for Leonel Garza, Jr. & Associates.

Attachments

Link: Invoice Nos. 763 & 784-Leonel Garza Jr. & Associates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/17/2008 01:44 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 01:45 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/17/2008 01:58 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 04:21 PM	APRV
5	Court Administrator		04/18/2008 05:37 PM	NEW

Form Started By: Letty Saenz

Started On: 04/17/2008 12:44 PM

Final Approval Date: 04/18/2008

Leonel Garza Jr. & Associates, LLC
1419 Dove Ste. 1
McAllen, TX 78504
956-687-7296

Invoice

Date	Invoice #
4/10/2008	763

Bill To
Hidalgo County Right of Way Department c/o Joe Peña 509 East Earling Road San Juan, Texas 78589

P.O. No.	Terms	Job
FM 493	Due on receipt	

Item	Description	Rate	Amount
Appraisal Report	Parcel 1 Owner: Clarence Watsby Location: Northeast corner of Mile 10 Road & FM 493	1,250.00	1,250.00
Appraisal Report	Parcel 2 Owner: Lorenzo Estrada & San Juana G. Estrada Location: Southwest corner of Mile 10 Road and FM 493	1,250.00	1,250.00
Appraisal Report	Parcel 3 Owner: Roberto & Debra A. Trevino Location: 4104 North FM 493	1,250.00	1,250.00
Appraisal Report	Parcel 4 Owner: Yolanda McGee Location: 3902 North FM 493	1,250.00	1,250.00
Appraisal Report	Parcel 5 Owner: Templo Cristo La Roca Inc Location: Northwest Corner of Mile 9 North Road & FM 493	1,250.00	1,250.00
Appraisal Report	Parcel 6 Owner: Francisco & Refugia L. Gonzalez Location: Southwest Corner of Mile 9 North Road & FM 493	1,250.00	1,250.00
Appraisal Report	Parcel 8 Owner: KVS Family Limited Partnership Location: Southeast corner of Mile 8 1/2 N Road and FM 493	1,250.00	1,250.00
	Leonel Garza Jr. & Associates, LLC TIN # 74-2948770		
	8-1315-431-00-121-043-0-841 PO 601470		
Thank you for your business.		**Total**	$8,750.00

INVOICE RECEIVED BY: Eduardo Gonzalez on 4/10/08
GOODS/SERVICES RECEIVED BY: Eduardo Gonzalez on 4/10/08

Leonel Garza Jr. & Associates, LLC
1419 Dove Ste. 1
McAllen, TX 78504
956-687-7296

Invoice

Date	Invoice #
4/10/2008	784

Bill To
Hidalgo County Right of Way Department c/o Joe Peña 509 East Earling Road San Juan, Texas 78589

P.O. No.	Terms	Job
FM 493	Due on receipt	

Item	Description	Rate	Amount
Appraisal Report	Parcel 7 Owner: Valley Grass Farms Inc Location: Northeast corner of Mile 8 1/2 N Road & FM 493, Donna, Texas Leonel Garza Jr. & Associates, LLC TIN # 74-2948770	1,250.00	1,250.00

NR
8-1315-431-00-121-043-0-841
Po 601470

EDUARDO GARZA INVOICE RECEIVED BY on 4/10/08
Eduardo Garza GOODS/SERVICES RECEIVED BY on 4/10/08

Thank you for your business.

Total $1,250.00

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept **From:** Noe Montez

Attn: Letty Saenz

Fax: **Pages:** 3

Phone: **Date:** 4/17/08

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following invoices from Leonel Garza & Assoc on the next cc for approval for payment

Thanks

Noe Montez

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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-8951 **24.B.3.**

Pct. 1-Invoice No. 02.08 SSP-Dos Logistics, Inc.-C-08-151-04-14 CC REGULAR

Date: 04/22/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 02.08 SSP in the amount of $30,000.00 submitted by Dos Logistics, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to contract #C-08-151-04-14 (PO# 602205) for: "Environmental Assessment for Parks Indoor/Outdoor Grant Projects (Sunrise/Sunset Park located at Mile 11 and Mile 1 West, Weslaco, Texas)for Hidalgo County Precinct No. 1.

BACKGROUND

Invoice No. 02.08 SSP

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1211-452-00-121-013-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Invoice No. 02.08 SSP-Dos Logistics, Inc

Form Routing/Status

Form Started By: Letty Saenz Started On: 04/18/2008 10:01 AM
Final Approval Date: 04/18/2008

DL, INC.
DOS LOGISTICS, INC.

Bill To:
Hidalgo County Commissioners Court
1902 Joe Stephens Avenue
Weslaco, Texas 78596

DATE:
April 17, 2008

INVOICE # 02.08 SSP

Attention: Accounts Payable

PO # 602205

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Sunrise/Sunset Park Environmental Assessment				
Environmental Assessment				
1. Site Reconnaissance 2. Review of Available Environmental Information 3. Preparation of an Environmental Assessment Document	$30,000.00	$0.00	$30,000.00	$0.00
TOTAL	$30,000.00			$0.00
		TOTAL DUE	$30,000.00	

C-08-151-04-14

Please remit to:
Dos Logistics, Inc. P.O. Box 8337, Weslaco, TX. 78599

THANK YOU FOR YOUR BUSINESS!

NM
PCT. #1
PARKS
8-1211-452-00-121-013-0- 339
602205

Purchase Order

COUNTY OF HIDALGO

PO#: 602205

DATE: 04/17/08

VENDOR: 343854 REQ:00130849
Email:
Phone:

DOS LOGISTICS, INC.
2811 E. MILE 9 1/2
DONNA TX 78537

Vendor Acct:

BUYER: Walk Through
SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:
SITE: HIDALGO CO. PCT 1

Special Instructions: 3249

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
		DO NOT DUPLICATE ORDER		
		C-08-151-04-14 EXP 04/13/09 APPROVED CC ON 4/14/08		
1	EACH	Enviromental Assessment for Parks Indoor / Outdoor Grant Projects	30,000.00	30,000.0
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		30,000.0

****

For Hidalgo County use only

8-1211-452-00-121-013-0-339 30,000.00

Approved _____

Authorized by: Marian L. Salazar

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept **From:** Noe Montez

Attn. Letty Saenz

Fax: **Pages:** 2

Phone: **Date:** 4/17/08

Re: Dos Logistics Invoice **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please see if this can be placed on next cc 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-8924 **24.C.1.**

Approval of Work Authorization No. 6 for R. Gutierrez Engineering for Pct 2

CC REGULAR

Date: 04/22/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 6 (with a estimated cost of $10,000.00) for "Street and Drainage improvements to Eldora/1426 Subdivision, aka, Nadia Street" with R. Gutierrez Engineering, to provide engineer services to Hidalgo County Precinct No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Avail. Balance $726,475.00 as of 04/17/08.

Attachments

Link: Work Authorization

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2008 08:57 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 10:01 AM	APRV
3	Rey Salazar	Rey Salazar	04/17/2008 04:38 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 04:15 PM	APRV
5	Court Administrator		04/18/2008 05:37 PM	NEW

Form Started By: Rocio Villarreal Started On: 04/16/2008 04:42 PM

Final Approval Date: 04/18/2008

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide general construction management services and construction staking services for the construction of the street and drainage improvements to Eldora/1426 Subdivision (aka Nadia Street). A portion of this project is being constructed by County forces. The limits of the project are: All of Eldora/1426 Subdivision (aka Nadia Street).

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 not to exceed **$10,000.00.** A detailed breakdown of the amount to be paid is more particularly described in **Exhibit D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 8.

PART 4. FUNDING
This Work Authorization No. 6 shall be funded through funding source:

Account No. 8-1202-431-00-122-006-0-841

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 3.

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

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2008.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 6

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**.

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 5 and Article 6, both 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.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 6

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 provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide construction management and support services for and during the construction of the Project by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Management and Administration

1) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

2) The Engineer will provide detailed information to assist the Owner in construction of the project in accordance with the project plans and specifications. The Engineer will also assist the Owner by providing detailed instructions on how to construct various items of the project.

3) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of Owner forces. The

Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require that the defect or deficiency be corrected.

Miscellaneous Technical Activities

4) Construction Staking. At the Owner's request, the Engineer will provide construction staking services for construction services performed by the Owner.

5) Change Orders. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to new requirements directed by the Owner.

6) Design Changes. When applicable, the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for changes in the design of the project, which may be required due to new requirements directed by the Owner.

EXHIBIT "C"

WORK SCHEDULE

	2008							
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Eldora/1426 Subdivision (aka Nadia Street)								
Construction Management & Administration								
Construction Staking								

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04

Work Authorization No. 6

EXHIBIT D
Fee Proposal

Payment for services provided under this Work Authorization will be on the basis of hourly rates established and identified herein plus 10% and reimbursement for direct non-labor expenses established and identified herein plus 10% and sub-consultant expense at invoice cost plus 10%.

LABOR HOURLY RATES:

Position/Title	FY 2008 Hourly Rate
Principal	$ 282.92/HR
Project Manager	$ 202.09/HR
Senior Engineer	$ 145.50/HR
Engineer	$ 113.17/HR
Graduate Engineer	$ 97.00/HR
Senior Engineering Tech	$ 84.08/HR
CADD-Design Technician	$ 67.26/HR
Clerical	$ 61.44/HR
Survey Crew (3-man)	$137.82/HR

NON-LABOR EXPENSES:

Mileage (in State)	$ 0.45 / mile
Car Rental (in State)	At Cost
Lodging (in State)	At Cost
Meals (in State)	At Cost
Air Travel	At Cost
All Expenses for Out-of-State Travel	At Cost
Overnight Carrier Cost	$ 20 / letter
Copies (8 ½" x 11")	$ .15 / copy
Bond Plots	$ 0.75 / Sq Ft
Color Plots	$ 2.00 / Sq Ft
Mylar Plots	$ 2.50 / Sq Ft

AI-8921 **24.D.1.**

Approval to Execute Agreement for Material Testing with L&G Engineering Laboratory for Pct 3

CC REGULAR

Date: 04/22/2008
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 Geotechnical Engineering and Construction Materials Testing Services with L & G Engineering Laboratory, for Hidalgo County Precinct No. 3 as authorized & approved for negotiations by CC on 3/18/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

$72,604.59 available balance as of 04/17/08. Contract is for materials testing to be done on an as needed basis.

Attachments

Link: L&G Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2008 08:49 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 09:58 AM	APRV
3	Rey Salazar	Rey Salazar	04/17/2008 04:21 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 04:10 PM	APRV
5	Court Administrator		04/18/2008 05:37 PM	NEW

Form Started By: Rocio Villarreal Started On: 04/16/2008 04:25 PM

Final Approval Date: 04/18/2008

CONTRACT #: L37800

CONTRACT AGREEMENT FOR ENGINEERING SERVICES
BETWEEN

COUNTY OF HIDALGO

and

L&G ENGINEERING LABORATORY, L.L.C.

PREPARED ON April 11, 2008

For

GEOTECHNCIAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES FOR HIDALGO COUNTY PRECINCT No. 3

RECEIVED
APR 11 2008
BY 2.52

CONTRACT AGREEMENT
FOR
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES

STATE OF TEXAS
COUNTY OF HIDALGO

PART I – PARTIES AND SERVICES

This agreement is made on April 11, in the year 2008, between **County of Hidalgo, Pct #3**, hereinafter called the **Client**, and **L&G Engineering Laboratory, L.L.C.**, hereinafter called the **Laboratory**, for **Geotechnical and Construction Materials Testing Services**, hereinafter called the **Services**.

PART II – FEES

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled **"Schedule of Fees, FY 2008 & 2009."**

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – LABORATORY SHALL:

1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County Pct. #3 as identified in Attachment A "Scope of Services".

1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.

1.2 Provide only those **Services** that, in the opinion of the **Laboratory**, lie within the technical and professional area of expertise of the **Laboratory** and which **Laboratory** is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the

American Society for Testing and Materials, where applicable, or other standards as designated by the **Client.**

1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were preformed.

1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.

1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.

1.7 Report Distribution and Ownership

1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.

1.7.2 **Client** acknowledges the **Laboratory's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Laboratory**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Laboratory**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.

1.8 **Laboratory** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBLILITES-Client or its authorized representative shall:

2.1 Provide the **Laboratory** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Laboratory**.

2.2 Issue authorization "Attachment C" in writing, giving **Laboratory** free access to any project involved using the Services, and to all shops or yards or yards where materials are prepared and stored.

2.3 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.

2.4 Advise **Laboratory** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Laboratory**.

2.5 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:

(a) Secure and deliver to **Laboratory**, at no cost to **Laboratory**, preliminary representative samples of materials it proposes to use which require laboratory testing.

(b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.

(c) Provide and maintain for the use of the **Laboratory**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

3.1 **Laboratory**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.

3.2 **Laboratory** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Laboratory**.

3.3 **Laboratory** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Laboratory** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.

3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Laboratory** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.

3.5 Neither **Client** nor **Laboratory** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.

3.6 The only warranty made by **Laboratory** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.

3.7 Successors and Assigns.

3.7.1 **Client** and **Laboratory** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

3.7.2 Neither **Client** or **Laboratory** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law.

Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Laboratory** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Laboratory**.

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Laboratory** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Laboratory and Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Owner will require the Laboratory, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Laboratory's negligence in the performance of the work described in this agreement.

ARTICLE 4. INSURANCE

4.1 **Laboratory** shall secure and maintain throughout the full period of this **Agreement** Statutory Workmen's Compensation Coverage, Employee's Liability and Comprehensive General Liability Insurance Coverage. **Laboratory** will upon request, file certification of such Insurance coverage with the **Client** or its authorized representative.

4.2 No insurance, of whatever kind or type, which may be carried by **Laboratory**, is to be considered as in any way limiting a contractor's or Subcontractor's responsibility for damages resulting from his

operations, **Client** agrees, therefore, to include, or cause to be included in, construction contracts, such requirements for insurance coverage and performance bonds to be secured and maintained by the contractor as **Client** deems adequate to indemnify **Client**, **Laboratory**, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with contract requirements.

ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee assigned to each **Work Authorization** in accordance with Article 2 Sec. 2.2 herein. For each **Work Authorization**, the **Laboratory** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

6.0 After execution of this **Agreement**, the **Laboratory** shall proceed with work, only as authorized by the **Client** through an agreed **Work Authorization** document sampled in Attachment "C", attached hereto and made part of this **Agreement**.

6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Laboratory** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Laboratory**.

6.2 The **Agreement** shall remain in force for a period of one (1) year from the date this agreement is signed by all parties. Further, the **Client** reserves the right to extend this agreement for one (1) additional year, but solely after successfully negotiating prices for the concurrent year's contract. Upon failure to successfully negotiate prices as aforementioned, the **Client** may opt not to extend the contract for the additional one (1) year and may proceed with solicitation of the contract for the ensuing year.

ARTICLE 7. APPLICABLE LAW:

7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

ARTICLE 8. ATTORNEY FEES:

8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed concerning the operation, construction interpretation or enforcement of this agreement, 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, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

LABORATORY:

Jacinto Garza, P.E., President
L & G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes, Texas 78570

Date: 4-11-08

CLIENT:

Hon. Juan D. Salinas, III
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Date: _____

APPROVED AS TO FORM:

ATTEST:

ATTACHMENT "A"
Scope of Services

PROJECT: R&B Geotechnical Reports and Construction Materials Testing, Pct. No. 3 Project

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No. 3** with **Geotechnical Engineering and Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services (Reports)***
- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services(Reports)

Geotechnical Drilling Services

L&G Engineering Laboratory, L.L.C. will provide drilling services for **Hidalgo County Pct. No. 3 Road and Bridge Projects**. Soil samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined compressive strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location

of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Precinct No. 3 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

Hidalgo County Precinct No. 3 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **Hidalgo County Precinct No. 3** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 3**.
- Provide accurate and timely reports to **Hidalgo County Precinct No. 3** and all/other recipients as designated by the Precinct.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 3** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "B"
L&G ENGINEERING LABORATORY, L.L.C.
SCHEDULE OF FEES FOR FY 2007-2008

Soils Testing

		FY 2008	FY 2009
Moisture Content Determination	ASTM D2216 - Tex-103-E	$9.25/Ea.	$9.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$46.45/Ea.	$47.90/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$46.45/Ea.	$47.90/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$69.65/Ea.	$71.80/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$58.10/Ea.	$59.90/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$58.10/Ea.	$59.90/Ea.
Lime Series Testing	Tex-112-E	$435.55/Ea.	$483.95/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$185.85/Ea.	$191.60/Ea.
Standard Proctor	ASTM D 698	$179.95/Ea.	$185.50/Ea.
Modified Proctor	ASTM D 1557	$185.80/Ea.	$191.55/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$20.90/Ea.	$21.55/Ea.
Determination of Soil pH	Tex-128-E	$75.50/Ea.	$77.85/Ea.
Soil-Lime Testing	Tex-121-E	$139.40/Ea.	$143.70/Ea.
Resistivity of Soils	Tex-129-E	$84.50/Ea.	$87.10/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$52.20/Ea.	$53.85/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$63.85/Ea.	$65.80/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$11.65/Ea.	$12.00/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$203.25/Ea.	$209.55/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$40.65/Ea.	$41.90/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$63.85/Ea.	$65.80/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$493.55/Ea.	$508.80/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$58.10/Ea.	$59.90/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*$11.60/Ea.	*$11.95/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$63.85/Ea.	$65.80/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$69.65/Ea.	$71.80/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$40.65/Ea.	$41.90/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$13.95/Ea.	$14.40/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$75.50/Ea.	$77.85/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$20.85/Ea.	$21.50/Ea.
Air Content (Volumetric)	ASTM C 173	$23.20/Ea.	$23.92/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	**$no charge**
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$13.95/Ea.	$14.40/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$10.45/Ea.	$10.80/Ea.
Casting of Grout Prisms	ASTM C 1019	**$no charge**	**$no charge**
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$29.05/Ea.	$29.95/Ea.
Casting of Mortar Cubes	ASTM C 780	**$no charge**	**$no charge**
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$29.05/Ea.	$29.95/Ea.
~~Masonry Unit Prep. /Compressive Str. (Set of 3)~~	~~ASTM C 140~~	~~$203.20/Ea.~~	~~$209.50/Ea.~~
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$203.20/Ea.	$209.50/Ea.
***(In Conjunction w/ Field Inspection)**			

Pavement Thickness / Asphalt Quality		**FY 2008**	**FY 2009**
Coring – ACP Thickness	ASTM D 3549	$58.10/Ea.	$59.90/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$77.30/Ea.	$79.70/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$63.85/Pr.	$65.80/Pr.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$203.25/Ea.	$209.50/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$34.85/Ea.	$35.95/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$75.50/Ea.	$77.85/Ea.

Pavement Investigation

Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$435.45/Ea.	$448.90/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

Personnel:		
Engineer (Principal)	$139.40/Hr.	$143.70/Hr.
Engineering Specialist	$104.50/Hr.	$1047.70/Hr.
Technician (Soils)	$41.80/Hr.	$43.10/Hr.
Technician (Concrete)	$53.40/Hr.	$55.05/Hr.
Technician (Asphalt)	$53.40/Hr.	$55.05/Hr.

Engineering Review, Evaluation, Management & Administration

Test Report	$20.60/Ea.	$21.25/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:			
Mileage	.46/Mi	.47/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 3% annually.

AI-8925 **24.D.2.**

Renovations to Anzaldua's Park Fishing and Boating Pier
CC REGULAR

Date: 04/22/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation of a recommendation from project architect, Alcoser Garcia Associates Design Consultants for discussion, consideration and approval to award the qualifying proposal received from Herrera & Hunt, Inc. meeting all specifications and/or requirements (through Hidalgo County's membership/participation with state, cooperative purchasing programs or interlocal awarded jocs or construction services vendors) for the provision of labor, materials and related accesories, including, but not limited to, securing and barricading areas and any other appurtenances as may be needed to uncover pier for a complete assessment by the project architect, Alcoser Garcia Associates Design Consultants in the amount of $14,000.00 for Phase I of the project refered to as an Exploratory Assessment.

BACKGROUND

As recommended by AGADC, Herrera & Hunt, Inc. has provided a through breakdown and cost for proposed project #08-119. Acct. #8-1287-452-00-123-043-9-739 as provided by Pct. #3 for renovations to Anzaldua's Park Fishing and Boating Pier. Available funding for this project is in the amount of $220,463.82 and verified by our PO Administrator.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1287-452-00-123-043-9-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Acct. #8-1287-452-00-123-043-9-739 as provided by Pct. #3 for proposed project #08-119 Anzaldua's Park Fishing and Boating Ramp.

Available balance as of 04/17/08 $220,463.82.

Attachments

Link: 08-119

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/17/2008 11:44 AM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 01:19 PM	APRV

3	Erika Reyna	Erika Reyna	04/17/2008 03:39 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 04:18 PM	APRV
5	Mike Escaname		04/18/2008 05:37 PM	NEW

Form Started By: Oscar Garza

Started On: 04/16/2008 04:46 PM

Final Approval Date: 04/18/2008

AGADC
ALCÓCERGARCÍAASSOCIATES
DESIGN CONSULTING

April 17, 2008

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 Business Hwy. 281
Edinburg, TX 78539

Re: Stage I, Fishing Pier Improvements, Anzaldua's Park,
Precinct 3, Hidalgo County, Texas

Dear Ms Salazar,

I reviewed the two cost proposals submitted for the removal work required for the first part of the project.

The Herrera & Hunt proposal included a breakdown of the work/cost involved. The proposal submitted by Clean Air Solutions contained only a general description of the work to be done, therefore, I can only recommend that the County award the contract to Herrera & Hunt.

Please contact me if I can provide any further information.

Sincerely,
AGA

George A. Garcia
Project Architect

AI-8923 **24.D.3.**

Work Authorization No. 1 for L&G Engineering Laboratory
CC REGULAR

Date: 04/22/2008
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 consideration, discussion, acceptance, and approval of Work Authorization No. 1 (with a estimated cost of $5,711.60) for "Geotechnical & Construction Materials Testing Services for Iowa Rd." with L&G Engineering Laboratory, to provide engineer services to Hidalgo County Precinct No. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Avail. Bal. $72,604.59 as of 04/17/08.

Attachments

Link: Iowa Rd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2008 08:50 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 10:01 AM	APRV
3	Rey Salazar	Rey Salazar	04/17/2008 04:31 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 04:13 PM	APRV
5	Court Administrator		04/18/2008 05:37 PM	NEW

Form Started By: Rocio Villarreal Started On: 04/16/2008 04:35 PM

Final Approval Date: 04/18/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-127-04-22
Work Authorization Form

WORK AUTHORIZATION NO. 01

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Geotechnical & Construction Materials Testing Services for Hidalgo County Pct. 3 Road & Bridge Projects.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $5,711.60. 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 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.00 shall be funded through funding source:
Account No. 7-0000-000-00-000-000-0-000.
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.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 01.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: **Iowa Rd. Project in Hidalgo County Precinct No. Three (3)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Iowa Rd. Project.**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Iowa Rd. Project in Hidalgo County Precinct No. Three (3)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Iowa Rd. Project in Hidalgo County Precinct No. Three (3).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Iowa Rd. Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-08-127-04-22.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Iowa Rd. Project in Hidalgo County Precinct No. Three (3).**

(See Attached)

Attachment I
Iowa Road (5280 L.F.)
Prepared For Hidalgo County Pct. No. 3

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	3	Hrs.	$41.80	$125.40
Trip Charge	30	Mi.	$0.46	$13.80
Atterberg	1	Ea.	$69.65	$69.65
Moisture-Density Determ	1	Ea.	$179.95	$179.95
Reports	2	Ea.	$20.60	$41.20
Eng. Spec.	1	Hrs.	$104.50	$104.50
Engineer	1	Hrs.	$139.40	$139.40
			Sub.	**$673.90**
Roadway Subgrade Field Density Testing				
Tech Time	12	Hrs.	$40.55	$486.60
Trip Charge	120	Mi	$0.45	$54.00
Comp. Test	15	Ea.	$13.55	$203.25
Reports	5	Ea.	$20.00	$100.00
Eng. Spec.	2	Hrs.	$101.35	$202.70
Engineer	2	Hrs.	$135.20	$270.40
			Sub.	**$1,316.95**
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$41.80	$125.40
Trip Charge	30	Mi.	$0.46	$13.80
Sieve Analysis	1	Ea.	$52.20	$52.20
Texas Wet Ball Mill	1	Ea.	$203.25	$203.25
Atterberg	1	Ea.	$69.65	$69.65
Moisture-Density Determ	1	Ea.	$179.95	$179.95
Reports	2	Ea.	$20.60	$41.20
Eng. Spec.	1	Hrs.	$104.50	$104.50
Engineer	1	Hrs.	$139.40	$139.40
			Sub.	**$929.35**
Base Material Field Density Testing				
Tech Time	12	Hrs.	$40.55	$486.60
Trip Charge	120	Mi	$0.45	$54.00
Comp. Test	15	Ea.	$13.55	$203.25
Reports	5	Ea.	$20.00	$100.00
Eng. Spec.	2	Hrs.	$101.35	$202.70
Engineer	2	Hrs.	$135.20	$270.40
			Sub.	**$1,316.95**
Asphalt Testing Field and Laboratory				
Tech Time	6	Hrs.	$53.40	$320.40
Trip Charge	90	Mi	$0.46	$41.40
Rolling Patterns	2	Ea.	$34.85	$69.70
Laboratory Molded (ga)	1	Pr.	$91.90	$91.90
%AC-Grad	1	Ea.	$203.25	$203.25
Rice Gravity (gr)	1	Ea.	$101.30	$101.30
Reports	3	Ea.	$18.00	$54.00
Asphalt Thickness	6	Ea.	$58.10	$348.60
Eng. Spec.	1	Hrs.	$104.50	$104.50
Engineer	1	Hrs.	$139.40	$139.40
			Sub.	**$1,474.45**

Total Estimated Material Testing Fees $5,711.60

AI-8888 **24.E.1.**

Pct. 4-Invoice No. 288696-TEDSI-C-07-051-02-06
CC REGULAR

Date: 04/22/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice No. 288696 in the amount of $750.00 submitted by TEDSI Infrastructure Group with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-051-02-06 (PO #597865) for: "Terry Road between Schunior and Mile 17 1/2 North."

BACKGROUND

INVOICE NO. 288696 PO#597865

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1204-431-00-124-007-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#597865 available balance as of 4/16/08 $3,750.00

Attachments

Link: Invoice No. 288696-TEDSI

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2008 12:27 PM	APRV
2	Budget & Management	Dina Trevino	04/16/2008 01:53 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/16/2008 04:28 PM	APRV
4	Auditor's Office	Linda Fong	04/17/2008 09:01 AM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:19 AM	APRV

Form Started By: Letty Saenz Started On: 04/16/2008 09:37 AM

Final Approval Date: 04/17/2008

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: APRIL 11, 2008
TO: HIDALGO COUNTY PURCHASING DEPARTMENT
C/O LETICIA SAENZ
FROM: HIDALGO COUNTY PRECINCT #4
REF: INV.# 288696 FOR WORK AUTHORIZATION #8
ACCT.#: 8-1204-431-00-124-007-0-334

HIDALGO COUNTY PCT. #4 IS HEREBY REQUESTING THAT YOUR DEPARTMENT PLEASE PLACE THE FOLLOWING INVOICE **#288696** FOR WORK AUTHORIZATION #8 IN THE AMOUNT OF **$750.00** FOR **TEDSI INFRASTRUCTURE 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: INV.# 288696
P.O. 597865

THE COUNTY OF HIDALGO TEXAS

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI

1201 East Expressway 83
Mission, Texas 78572
956-424-7898 (Phone)
956-424-7022 (Fax)

INVOICE

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1102 N. Doolittle
Edinburg, Texas 78539

Invoice Date: March 31, 2008
TEDSI Invoice No.: 288696
TEDSI Project No.: 27942-8
Invoice Period: March 1, 2008 Thru March 31, 2008

EDINBURG TEXAS 78541 HIDALGO COUNTY PCT. #4 RECEIVED BY APR 11 2008 RUMALDO MUNOZ JR

TRAFFIC ENGINEERING SERVICES
Terry Road w/ Mile 17
and Terry Road between Schunior and Mile 17 1/2 N

Contract Amount	Contract Amount Remaining
$5,000.00	**$3,000.00**

Task		% Complete This Period	% Complete To Date	Amount This Period	Amount To Date
Traffic Study & Evaluation (TSE)	$5,000.00	15%	40%	$750.00	$2,000.00
Subtotal	**$5,000.00**			$750.00	$2,000.00

TOTAL FEE EARNED:	$	2,000.00
LESS PREVIOUSLY INVOICED:	$	1,250.00
TOTAL AMOUNT DUE THIS INVOICE:	**$**	**750.00**

E -1204-431-00-124-007-0- 334
Pct. # 0103
Pur. Req. # 125217
P.O. # 597865

INVOICE RECEIVED BY: on 4-11-08
GOODS/SERVICES RECEIVED BY: on 4-11-08

E-07-051-02-06

4/9/08
Eric R. Dietrich, P.E., P.T.O.E.
Project Manager

Purchase Order

COUNTY OF HIDALGO

PO#: 597865

DATE: 01/24/08

VENDOR: 227889 REQ:00125217
Email:
Phone:(956)424-7898
TEDSI INFRASTRUCTURE GROUP, INC.
1201 E EXPRESSWAY 83
MISSION TX 78572-6026
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions:
PCT. REQ. #0103

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
		DO NOT DUPLICATE ORDER C-07-051-02-06 APPROVED COMMISSIONERS' COURT OF 1/22/08 AGENDA ITEM #AI-7560		
1	EACH	WORK AUTHORIZATION #8 UNDER CONTRACT #07-051-02-06 EXPERATION DATE 2/06/2010 FOR MULTI-WAY STOP SIGN WARRANT ANALYSIS (4 APPROACHES) AT THE INTERSECTION OF TERRY ROAD WITH MILE 17 NORTH. ****APPROVED COMMISSIONERS' COURT OF 1/22/2008 AGENDA ITEM #AI7560****	2,500.00	2,500.00
1	EACH	WORK AUTHORIZATION #8 UNDER CONTRACT #07-051-02-06 EXPERATION DATE 2/06/2010 FOR SPOT SPEED STUDY ALONG TERRY ROAD BETWEEN SCHUNIOR ST. AND MILE 17 1/2 NORTH (INCLUDING THE INTERSECTION WITH JACKS ROAD AT JACKSON NEW WORLD SUBDIVISION). ****APPROVED COMMISSIONERS' COURT OF 1/22/2008 AGENDA ITEM #AI7560**** REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	2,500.00	2,500.00
		Total		5,000.00
		********** For Hidalgo County use only 8-1204-431-00-124-007-0-334 5,000.00		

-1250.00 (P) nf
3750.00
750.00 (P)
3000.00

Authorized by: Martha L. Salazar

AI-8865 **24.F.1.**

Computers Purchase
CC REGULAR

Date:	04/22/2008		
Submitted By:	Matilde Faz, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

A. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with (TCPN) The Cooperative Purchasing Network with the following awarded vendor. CDW Government Inc. R-4713 requisition # 130537 for the total amount of $20,362.00

B. Requesting authority to purchase computer equipment and/or peripherals through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor. Calence LLC DIR-SDD-236 requisition # 130544 for the total amount of $11,105.20

BACKGROUND

Requisition 130537 Object 665 20,362.00
Requisition 130544 Object 665 2,769.60
Requisition 130544 Object 745 8,335.60

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-005-0-665
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Item 1. Available balance as of 4/18/08 $26,000.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-005-0-665/745
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Item 2.
Object Code 665 available balance as of 4/18/08 $26,000.00
Object Code 745 available balance as of 4/18/08 $28,000.00

Attachments

Link: Computers Purchase

Link: T 1 Calence

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2008 12:23 PM	APRV
2	Budget & Management	Dina Trevino	04/16/2008 01:36 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/18/2008 11:19 AM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 02:29 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 02:29 PM	APRV

Form Started By: Matilde Faz Started On: 04/15/2008 08:55 AM

Final Approval Date: 04/18/2008

Requisition

Req # 00130537

PO #

Date: 04/14/08

Regular
8865
4/22/08

Bill To: x
x

Vendor : 153915
CDW GOVERNMENT INC.
75 REMITTANCE DRIVE
SUITE 1515
CHICAGO IL 60675-1515

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **Josie Escalant**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
25	EACH	CDW #1392445 Part#KA403UT#ABA HP Compaq Business Desktop dc5800 Pentium Dual Core E2180 2 GHz	645.17	16,129.25
25	EACH	CDW#1386679 Part#GS917A8#ABA HP L1710 17" LCD Display	169.31	4,232.75
		Account No	Encumbrance	
		8-1293-441-00-340-005-0-665	20,362.00	
			Freight	.00
			Total	20,362.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

25 Computer Monitors
for the Clinics + Center office

Authorized By: _____

Req# 130537

CDW·G

800.581.4239

Quote Information

Quote #: KFX1883

Status: Open
Quote Date: 3/20/2008
Contact: RIGO HINOJOSA
Description: HP DESKTOP QUOTE

Billed From Address

CDW Government Inc.
230 N. Milwaukee Ave
Vernon Hills, IL 60061

(800) 594-4239

Shipping Address

HIDALGO COUNTY - HEALTH DEPARTMENT
RIGO HINOJOSA
1304 S 25TH AVE
EDINBURG , TX 78539-7205

Need Help?

[redacted]
Contact
Jay Carlile
Phone: (866) 224-6448
Fax: (312) 705-9492
Email:jaycar@cdwg.com

Billing Address

RIGO HINOJOSA
ATTN: HIDALGO COUNTY - HEALTH DEPARTMENT
1304 S 25TH AVE
EDINBURG , TX 78539-7205

(956) 383-6221

Payment Method

Select payment method during checkout.

Shipping Method

UPS Deferred Ground 3 - 5 Day Service

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
HP Compaq Business Desktop dc5800 - Pentium Dual Core E2180 2 GHz	Tcpn Contract #r4713	1392445	KA403UT#ABA	25	$645.17	$16,129.25
HP L1710 17" LCD Display	Tcpn Contract #r4713	1386679	GS917A8#ABA	25	$169.31	$4,232.75
Sub-Total						$20,362.00
Shipping:						$0.00
Grand Total						$20,362.00

attn: Elena

Requisition

Regular #8865 4/22/08

Req # 00130544

PO #

Date: 04/14/08

Bill To: x
x

Vendor : 327913
CALENCE LLC
1560 WEST FOUNTAINHEAD PARKWAY
2ND FLOOR
TEMPE AZ 85282
FAX (408)547-0327

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **Josie Escalant**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1		Multiple routers to connect Elsa Clinc, Hidalgo Clinic, Pharr Clinic, to Central Office		.00
2	BUNDLE	CISCO1841-T1 - 1841 bundle w/WIC-1DSU-T1-V2, IP Base 32FL/128DR	1,341.20	2,682.40
2		CAB-AC Power Cord, 110V	.00	.00
2		S184IPB-12401 Cisco 1841 IOS IP BASE	.00	.00
2		MEM1800-32CF 32MB Cisco 1800 Compact Flash	.00	.00
2		WIC-1DSU-T1-V2 Updated 1 Port T-1/Fractional T1 DSU/CSU WAN Interface Card	.00	.00
2		ROUTER-SDM-CD CD for SDM Software	.00	.00
2	EACH	CON-SNT-C1841T1 Smartnet 8x5xNBD 1841 bundle w/WIC-1D	96.80	193.60
1	BUNDLE	CISCO2811-HSEC/K9 2811 Security Bundle, AIM-VPN-IP11-PLUS, Adv. IP Serv, 64F/256D	2,293.20	2,293.20
1		CAB-AC Power Cord, 110V	.00	.00
1	EACH	VWIC-2MFT-T1 2 Port RJ-48 Multiflex Trunk T1	1,120.00	1,120.00
1		S28NAISK9-12409T Cisco 2800 Advanced IP Services	.00	.00
1		PWR-2811-AC Cisco 2811 AC Power Supply	.00	.00
1		FL-WEBVPN-10-K9 Feature License IOS SSL VPN Up to 10 Users (incremental)	.00	.00
1		ROUTER-SDM-CD CD for SDM Software	.00	.00
1		MEM2800-256D-INC 256MB DDR Dram Memory Factory Default for the Disco 2800	.00	.00
1		MEM2800-64CF-INC 64MB CF default for Cisco 2800 Series	.00	.00
1		AIM-VPN/SSL-2 DES/3DES/AES/SSL VPN Encryption/Compression	.00	.00
1	BUNDLE	CON-SNT-C2811HSE Smartnet 8x5xNBD 2811 Security Bundle	336.00	336.00
4	EACH	WIC-1DSU-T1-V2= 1 Port T1 DSU/CSU WAN Interface Card Ver.2	560.00	2,240.00
2	EACH	VWIC-2MFT-T1= 2 Port RJ-48 Multiflex Trunk - T1	1,120.00	2,240.00
1				.00
		Account No	Encumbrance	
		8-1293-441-00-340-005-0-664	2,769.60	
		8-1293-441-00-340-005-0-748	8,335.60	
			Freight	

Authorized By: _____

Requisition

Req # 00130544

PO #

Date: 04/14/08

Bill To: x
x

Vendor : 327913
CALENCE LLC
1560 WEST FOUNTAINHEAD PARKWAY
2ND FLOOR
TEMPE AZ 85282
FAX (408)547-0327

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: **Josie Escalant**
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT	
		DO NOT DUPLICATE ORDER			
1		Multiple routers to connect Elsa Clinc, Hidalgo Clinic, Pharr Clinic, to Central Office		.00	
2 ✓ #48190 #48191	BUNDLE	CISCO1841-T1 - 1841 bundle w/WIC-1DSU-T1-V2, IP Base 32FL/128DR	1,341.20 ✓	2,682.40	
2		CAB-AC Power Cord, 110V	.00	.00	
2		S184IPB-12401 Cisco 1841 IOS IP BASE	.00	.00	
2		MEM1800-32CF 32MB Cisco 1800 Compact Flash	.00	.00	
2		WIC-1DSU-T1-V2 Updated 1 Port T-1/Fractional T1 DSU/CSU WAN Interface Card	.00	.00	
2		ROUTER-SDM-CD CD for SDM Software	.00	.00	
2	EACH	CON-SNT-C1841T1 Smartnet 8x5xNBD 1841 bundle w/WIC-1D	96.80	193.60	
1 ✓ #48192	BUNDLE	CISCO2811-HSEC/K9 2811 Security Bundle, AIM-VPN-IP11-PLUS, Adv. IP Serv, 64F/256D	2,293.20	2,293.20	
1		CAB-AC Power Cord, 110V	.00	.00	
1 ✓ #48193	EACH	VWIC-2MFT-T1 2 Port RJ-48 Multiflex Trunk T1	1,120.00	1,120.00	
1		S28NAISK9-12409T Cisco 2800 Advanced IP Services	.00	.00	
1		PWR-2811-AC Cisco 2811 AC Power Supply	.00	.00	
1		FL-WEBVPN-10-K9 Feature License IOS SSL VPN Up to 10 Users (incremental)	.00	.00	
1		ROUTER-SDM-CD CD for SDM Software	.00	.00	
1		MEM2800-256D-INC 256MB DDR Dram Memory Factory Default for the Disco 2800	.00	.00	
1		MEM2800-64CF-INC 64MB CF default for Cisco 2800 Series	.00	.00	
1		AIM-VPN/SSL-2 DES/3DES/AES/SSL VPN Encryption/Compression	.00	.00	
1	BUNDLE	CON-SNT-C2811HSE Smartnet 8x5xNBD 2811 Security Bundle	336.00	336.00	
4	EACH	WIC-1DSU-T1-V2= 1 Port T1 DSU/CSU WAN Interface Card Ver.2	560.00	2,240.00	
2 ✓ #48194	EACH	VWIC-2MFT-T1= 2 Port RJ-48 Multiflex Trunk - T1	1,120.00	2,240.00	
1 #48195				.00	
		Account No	Encumbrance		
		8-1293-441-00-340-005-0-748	11,105.20		
		664	Freight	.00	

Authorized By: _____

Req # 130544

CALENCE®

1560 West Fountainhead Parkway
2nd Floor
Tempe, AZ 85282

Account Manager Berger, Diana
diana.berger@calence.com
Phone (956) 661-5561
Client Advocate Fain, Timothy
timothy.fain@calence.com
Phone (512) 691-2026
Fax (512) 691-9480

DIR

Texas Department of Information Resources

Quotation

Quote Number.....: Q-062532-1
Date.....: 3/26/2008
Shipping Terms .....: FOB - O
Payment Terms .....: Net 30 days
Quote Valid Thru ...: 4/25/2008

DIR Agreement #...: DIR-SDD-236

County of Hidalgo
Information Technology Department
100 N. Closner, 1st Floor
Edinburg, TX 78539

attn: Elena

Part Number	Description	Qty	List price	Disc.	Trade in	Unit price	Ext Price
CISCO1841-T1	1841 bundle w/WIC-1DSU-T1-V2, IP Base, 32FL/128DR	2	$ 2,395.00	44.00	$	$ 1,341.20	$ 2,682.40
CAB-AC	Power Cord,110V	2	$ 0.00	44.00	$	$	$ 0.00
S184IPB-12401	Cisco 1841 IOS IP BASE	2	$ 0.00	44.00	$	$	$ 0.00
MEM1800-32CF	32MB Cisco 1800 Compact Flash	2	$ 0.00	44.00	$	$	$ 0.00
WIC-1DSU-T1-V2	Updated 1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	2	$ 0.00	44.00	$	$	$ 0.00
ROUTER-SDM-CD	CD FOR SDM SOFTWARE	2	$ 0.00	44.00	$	$	$ 0.00
CON-SNT-C1841T1	SMARTNET 8X5XNBD 1841 bundle w/WIC-1D	2	$ 121.00	20.00	$	$ 96.80	$ 193.60
CISCO2811-HSEC/K9	2811 Security Bundle,AIM-VPN-EPII-PLUS,Adv. IP Serv,64F/256D	1	$ 4,095.00	44.00	$	$ 2,293.20	$ 2,293.20
CAB-AC	Power Cord,110V	1	$ 0.00	44.00	$	$	$ 0.00
VWIC-2MFT-T1	2-Port RJ-48 Multiflex Trunk - T1	1	$ 2,000.00	44.00	$	$ 1,120.00	$ 1,120.00
S28NAISK9-12409T	Cisco 2800 ADVANCED IP SERVICES	1	$ 0.00	44.00	$	$	$ 0.00
PWR-2811-AC	CISCO 2811 AC POWER SUPPLY	1	$ 0.00	44.00	$	$	$ 0.00

Proprietary and confidential. For use only by addressee.

CALENCE®
1560 West Fountainhead Parkway
2nd Floor
Tempe, AZ 85282

Account Manager Berger, Diana
diana.berger@calence.com
Phone (956) 661-5561
Client Advocate Fain, Timothy
timothy.fain@calence.com
Phone (512) 691-2026
Fax (512) 691-9480

Texas Department of Information Resources

Quotation

Quote Number.....: Q-062532-1
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DIR Agreement #....: DIR-SDD-236

County of Hidalgo
Information Technology Department
100 N. Closner, 1st Floor
Edinburg, TX 78539

Part Number	Description	Qty	List price	Disc.	Trade In	Unit price	Ext Price
FL-WEBVPN-10-K9	Feature License IOS SSL VPN Up To 10 Users (Incremental)	1	$ 0.00	44.00 $		$	$ 0.00
ROUTER-SDM-CD	CD FOR SDM SOFTWARE	1	$ 0.00	44.00 $		$	$ 0.00
MEM2800-256D-INC	256MB DDR DRAM MEMORY FACTORY DEFAULT FOR THE CISCO 2800	1	$ 0.00	44.00 $		$	$ 0.00
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1	$ 0.00	44.00 $		$	$ 0.00
AIM-VPN/SSL-2	DES/3DES/AES/SSL VPN Encryption/Compression	1	$ 0.00	44.00 $		$	$ 0.00
CON-SNT-C2811HSE	SMARTNET 8X5XNBD 2811 Security Bundle	1	$ 420.00	20.00 $		$ 336.00	$ 336.00
WIC-1DSU-T1-V2=	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card; Ver. 2	4	$ 1,000.00	44.00 $		$ 560.00	$ 2,240.00
VWIC-2MFT-T1=	2-Port RJ-48 Multiflex Trunk - T1	2	$ 2,000.00	44.00 $		$ 1,120.00	$ 2,240.00

* Please contact your Account Manager for financing options.

PLEASE NOTE: THE TERMS AND CONDITIONS ON THE LAST PAGE ARE ALSO A PART HERE-OF, INCLUDING SELLER'S LIMITED WARRANTY AND LIMITATIONS LIABILITIES.

Total Hardware	**$**	**10,575.80**
Total Maintenance	**$**	**529.80**
Estimated Tax	**$**	**0.00**
Estimated Freight	**$**	**0.00**
Quote Total	**$**	**11,105.20**

Proprietary and confidential. For use only by addressee.

STANDARD TERMS AND CONDITIONS

These terms and conditions govern the purchase of products and other goods ("Products"), related maintenance and support services ("Maintenance"), and any other services ("Services") by any individual or entity ("Buyer") from Celence, LLC ("Celence") unless a written, duly executed, and effective agreement exists between Buyer and Celence with respect to the purchase of Products, Maintenance, or Services (collectively, "Items"). **IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS OF SUCH AN AGREEMENT, THE TERMS AND CONDITIONS OF THE AGREEMENT SHALL CONTROL.**

1. **ORDERS.** Orders shall be initiated by Buyer issuing Buyer's standard purchase order form or other form approved by Celence, or otherwise placing an order by electronic means acceptable to Celence (each, an "Order"). Buyer shall be deemed to have accepted these terms and conditions upon initiation of the Order. The Order shall be deemed to incorporate these terms and conditions, which supersede any conflicting, contrary, or additional terms and conditions in the Order. All Orders are subject to credit approval and to acceptance by Celence, which may be evidenced by either a written confirmation of acceptance sent by mail, facsimile, or other electronic means; by shipping the Product; or by commencement of the Maintenance or Services. No Orders may be cancelled or rescheduled without Celence's consent, which may be given in Celence's sole discretion. If Celence consents to the cancellation or rescheduling of an Order, then such cancellation or rescheduling shall be subject to a charge of 15% of the total amount due for the affected items. Celence reserves the right to allocate sales of items among its customers in its sole discretion.

2. **PRICES.** Prices shall be as specified by Celence and shall be applicable for the period specified in Celence's quote. If no period is specified, prices shall be applicable for 30 days. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Celence's costs or other circumstances beyond Celence's reasonable control. Prices are exclusive of taxes, impositions and other charges, all of which shall be paid by Buyer in addition to the price of the Items.

3. **TERMS OF PAYMENT.** Amounts due for each Product may be invoiced by Celence upon delivery of the Product to the carrier at the point of origin; as such, an Order for multiple Products may result in multiple invoices. Amounts due for Maintenance and Services may be invoiced upon Celence's acceptance of the applicable Order, or Celence's receipt of the corresponding invoice from the third party provider of such Maintenance or Services. Payment shall be net 30 days from date of invoice or as otherwise specified by Celence. Buyer agrees to pay the entire net amount of each invoice from Celence pursuant to the terms of each such invoice without offset or deduction. Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one 1.5% per month or such lower rate as may be the maximum allowable by law. If Celence believes in good faith that Buyer's ability to make payments may be impaired, or if Buyer shall fail to pay any invoice when due, Celence may suspend or cancel delivery/performance of any Order or any remaining balance thereof. If an invoice is not paid when due, Celence also may pursue any legal or equitable remedies, and recover all collection costs and reasonable attorneys fees.

4. **LEASING OPTION.** Celence may from time to time, in its sole discretion, provide Buyer with the option of leasing Items through a third party instead of directly purchasing such Items from Celence. Buyer must provide Celence with notice and the identity of the lessor before Celence accepts the applicable Order. The exercise of this option is subject to acceptance by Celence on terms and conditions established by Celence in its sole discretion. Buyer shall be solely responsible for the lease transaction, and shall remain liable for all of its payment obligations and other obligations hereunder.

5. **SECURITY INTEREST.** Buyer hereby grants to Celence a security interest in all Products purchased hereunder, together with any proceeds thereof. Buyer hereby irrevocably appoints Celence and/or its designee as its attorney-in-fact to execute and file any financing statements or other documents that are necessary to perfect Celence's security interest. As to each Product, Celence's security interest shall terminate when Celence has received all amounts due to Celence for that Product.

6. **DELIVERY AND TITLE.** All shipments by Celence are F.O.B. point of origin and all transportation charges shall be paid by Buyer in addition to the price of the Products. Subject to Celence's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by Celence unless specified by Buyer. Celence shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Celence are estimates only and that Celence is not liable for failure to deliver on such dates. Celence reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

7. **ACCEPTANCE AND RETURNS.** All sales are final, except only with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Celence within 10 days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer must report any discrepancy in shipment quantity or damage and request a Return Material Authorization ("RMA") within 10 days after delivery. No return of Products shall be accepted by Celence without an RMA and an associated number, which may be issued by Celence in its sole discretion. Returned Products must be in their original, unaltered, undamaged condition, and must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Buyer, freight collect.

8. **FORCE MAJEURE.** Celence shall not be liable for failure to fulfill its obligations herein or for delays in delivery or performance due to causes beyond its reasonable control. Celence's time for performance of any such obligation shall be extended for the time period of such delay, or Celence may, at its option, cancel any Order or remaining part thereof, without liability, upon notice to Buyer.

9. **ASSIGNMENT AND DISCLAIMER OF WARRANTIES.** ALL ITEMS ARE PROVIDED BY CELENCE "AS IS." CELENCE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ITEMS. **IN PARTICULAR, CELENCE MAKES NO WARRANTY RESPECTING MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT.** Celence hereby transfers to Buyer, to the extent transferable, whatever transferable warranties and indemnities Celence receives from the manufacturer or provider of the Item, including those respecting patent infringement.

10. **LIMITATION OF LIABILITIES.** BUYER SHALL NOT BE ENTITLED TO, AND CELENCE SHALL NOT BE LIABLE FOR, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM CELENCE FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR THE AMOUNTS PAID BY BUYER FOR THE MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE 6 MONTHS PRECEDING THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. CELENCE SHALL NOT BE LIABLE FOR, AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD CELENCE HARMLESS FROM, ANY CLAIMS BASED ON CELENCE'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN CELENCE, OR USE IN COMBINATION WITH OTHER PRODUCTS.

11. **USE OF PRODUCTS IN CERTAIN APPLICATIONS.** Products sold by Celence are not designed, intended, or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (i) Buyer acknowledges that such use or sale is at Buyer's sole risk; (ii) Buyer agrees that Celence and the manufacturer of the Products are not liable, in whole or in part, for any claims or damage arising from such use; and (iii) Buyer agrees to indemnify, defend and hold Celence and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

12. **EXPORT CONTROL.** The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States, and may be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

13. **INTELLECTUAL PROPERTY.** Software or other intellectual property included in an Order is provided by Celence to Buyer subject to the applicable copyright and user license, the terms and conditions of which may be set forth in a license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

14. **CONFIDENTIALITY.** Buyer agrees to hold information designated in writing as confidential or proprietary by Celence in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Buyer's obligations hereunder, and to advise Buyer's employees, agents, contractors, and representatives of their obligations to keep such information confidential. Buyer shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as Buyer takes to protect its own confidential information. Nothing herein transfers to Buyer any title to or ownership rights in any such information; and, upon written request of Celence, Buyer shall promptly return or delete any such information which it has in its possession.

15. **GENERAL.** These terms and conditions may only be waived or modified by a written agreement signed by duly authorized representatives of Buyer and Celence. No rights, duties, agreements or obligations hereunder may be assigned or transferred by Buyer without the prior written consent of Celence. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. In the event any provision hereof is held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions will remain in full force and effect. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law principles. No Federal Acquisition Regulations shall be construed to apply to Celence without Celence's written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply.

AI-8900 **24.F.2.**

Purchase of (3) New unused 2009 Ford Escapes and (1) New unused 2008 Ford Ext. Cab

CC REGULAR

Date:	04/22/2008		
Submitted By:	Oscar Garza, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Presentation for discussion, consideration adn approval to purchase through our Houston-Galveston Area Council (H-GAC) membership through awarded vendor Philpott Motors for Three (3) New unused 2009 Escapes for a total not to exceed $59,964.00 and One (1) New unused 2008 F-150 Ext Cab for an amount not to exceed $14,329.00 Plus H-GAC Fees.

Total amount: $74,293.00
H-GAC Fees: $ 600.00
Total Amt. $ 74,893.00

BACKGROUND

As requested by Health & Human Services the proposed (3) Escapes are to be used by Tuberculosis staff for client therapy and the proposed F-150 Ext. Cab is to be used for animal control.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1293-441-00-340-005-0-741

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

BUDGETARY IMPACT:

As provided by Heatlh and Human Services Acct.#8-1293-441-00-340-005-0-741 is to used for project #08-163. As per our PO Administrator available funds in the amount of $75,000.00 have been appropriated for this project.

Attachments

Link: 08-163

Link: 08-163

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2008 08:44 PM	APRV

2	Budget & Management	Dina Trevino	04/17/2008 09:47 AM	APRV
3	Rey Salazar	Rey Salazar	04/17/2008 04:15 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 03:38 PM	APRV
5	Mike Escaname		04/18/2008 05:37 PM	NEW

Form Started By: Oscar Garza Started On: 04/16/2008 02:11 PM

Final Approval Date: 04/18/2008

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	4/10/08

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY	Contractor:	PHILPOTT MOTORS
Contact Person:	RIGO	Prepared By:	MICHAEL WILEY
Phone:	956 207-6789	Phone:	888-858-7801
Fax:	956 383-8864	Fax:	254-865-9118
Email:		Email:	trucksgov@aol.com

Product Code:	D24	Description:	2008 FORD F-150 EXTENDED CAB

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 14,992.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		XL PACKAGE; 4X2; SHORT BED	INCL
		4.6L GAS V8 AUTOMATIC	INCL
		VINYL SEATS; RUBBER FLOORS	INCL
		AIR CONDITIONING	INCL
		Subtotal From Additional Sheet(s):	$ -
WHITE IN COLOR USUALLY IN STOCK		Subtotal B:	$ -

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
08-F12-REG CAB W/REAR ACCESS DOORS	$ (1,381.00)		
NO REAR SEAT; 8FT BED; V6 ENGINE		Subtotal From Additional Sheet(s):	$ -
		Subtotal C:	$ (1,381.00)

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** -9%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
PRE DELIVERY INSPECTION	$ 80.00		
DELIVERY TO HIDALGO COUNTY	$ 638.00	Subtotal D:	$ 718.00

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) $ 14,329.00

Quantity Ordered: 1 X Subtotal of A + B + C + D: $ 14,329.00 = Subtotal E: $ 14,329.00

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: $ 600.00

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: $ -

Estimated Delivery Date: 10-15 DAYS **H. Total Purchase Price (E+F+G):** $ 14,929.00

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	4/10/08

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY	Contractor:	PHILPOTT MOTORS
Contact Person:	RIGO	Prepared By:	MICHAEL WILEY
Phone:	956 207-6789	Phone:	888-858-7801
Fax:	956 383-8864	Fax:	254-865-9118
Email:		Email:	trucksgov@aol.com

Product Code:	D17	Description:	2009 FORD ESCAPE

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 14,212.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
XLT FWD PACKAGE	$ 1,881.00	U02- XLS PACKAGE	INCL
3.0L V6 ENGINE	INCL	FRONT A/C; CLOTH SEAT CARPET FLOORS	INCL
		5 PASSENGER	INCL
		4 CYL ENGINE; AUTOMATIC	INCL
BUDGETARY NUMBERS		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ 1,881.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
09-SPEC CHANGE/EMMISSION	$ 3,177.00		
SIDE AIRBAGS; SAFETY CANOPY 1ST & 2ND ROW	INCL	Subtotal From Additional Sheet(s):	$ -
ADVANCE TRAK WITH ROLL STABILITY	INCL	Subtotal C:	$ 3,177.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 20%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
PRE DELIVERY INSPECTION	$ 80.00		
DELIVERY TO HIDALGO COUNTY	$ 638.00	Subtotal D:	$ 718.00

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) $ 19,988.00

Quantity Ordered: 3 X **Subtotal of A + B + C + D:** $ 19,988.00 = **Subtotal E:** $ 59,964.00

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** $ 600.00

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: $ -

Estimated Delivery Date: 90-120 DAYS **H. Total Purchase Price (E+F+G):** $ 60,564.00

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Wednesday, April 16, 2008 3:04 PM
To: oscarg.garza@co.hidalgo.tx.us
Subject: FW: Quotes for 2009 Escape

Formal Notice received by Health Department.

Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

-----Original Message-----
From: Josefina Escalante [mailto:josefina.escalante@hchd.org]
Sent: Wednesday, April 16, 2008 12:23 PM
To: Oscar Garza
Subject: Re: Quotes for 2009 Escape

Oscar Garza wrote:

> Josie I would like to place on agenda for approval please forward
> quotes received from HGAC.
>
>
>
> Also please send a formal request for Statements of Qualifications for
> the 3 selected engineers.
>
>
>
> Oscar Garza, Procurement Specialist
>
> 2802 So Bus. Hwy 281
>
> Postal Maining Address

>
> 2812 So. Bus 281 & Corner of Canton Rd.
>
> Edinburg, TX 78539
>
> Phone: 956-318-2626 Ext. 4857
>
> Fax: 956-292-7612
>
> oscarg.garza@co.hidalgo.tx.us
>
>
>
Oscar I sent you the information this morning after we spoke.

AI-8891 **24.F.3.**

HCHD-Invoice Nos. 07M198-5 & 07M198-9 & WA #6-Millenium Engineering Group-C-07-265-10-15(Pct 4)
CC REGULAR

Date:	04/22/2008		
Submitted By:	Letty Saenz, PURCHASING DEPT.		
Submitted For:	Letty Saenz		
Department:	PURCHASING DEPT.		
Agenda Area:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice Nos. 07M198-5 & 07M198-9 in the total amount of $ 789.80 submitted by Millennium Engineers Group, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-265-10-15 and Work Authorization No. 1, (PO # 595645) for: "Construction Material Testing" for Paved/Un-Paved, Lateral and C.I.P Projects" within Hidalgo County Pct. 4 (HIDALGO COUNTY HEALTH DEPARTMENT PARKING LOT IMPROVEMENTS-PH.I)

B. Presentation for consideration, discussion acceptance and approval of Work Authorization No. 6 in the amount of $ 3,070.25 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 HEALTH DEPARTMENT PARKING LOT IMPROVEMENTS PH. III)

BACKGROUND

Invoice No. 07M198-5
Invoice No. 07M198-9
Work Authorization No. 6

Fiscal Impact

FISCAL YEAR:	2008	**ACCT. #:**	8-1334-441-00-340-022-0-739
FUNDS AVAILABLE Y/N?:	Y	**MATCHING FUNDS Y/N?:**	

BUDGETARY IMPACT:

Item A. PO#595645 available balance as of 4/18/08 $1,056.68. Account available balance $241,499.49

Item B. Account available balance $241,499.49

Attachments

Link: Invoice Nos. 07M198-5 & 07M198-9-Millenium Engineering

Link: WA #6-Millenium Engineering Group

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2008 08:35 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 09:40 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/18/2008 09:40 AM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 02:44 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 02:56 PM	APRV

Form Started By: Letty Saenz Started On: 04/16/2008 11:05 AM

Final Approval Date: 04/18/2008

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
12/13/2007	07M198-5

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	1/12/2008	07M198-Health Dept. Parking Lot, PH I

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	3	15.00	45.00
Engr. Technician (Concrete)	0.5	42.00	21.00
Project Management & Coordination	1	6.60	6.60

We thank you for your prompt payment. Please remit to the above address.

Total	$72.60
Payments/Credits	$0.00
Balance Due	$72.60

Phone #	Fax #
(956) 383-8522	(956) 383-0295

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: Health Department Parking Lot Improvements
Client: Hidalgo County Precinct 4
Engineer: Javier Hinojosa Engineering
Architect: N/A
Contractor: Hidalgo County Precinct 4

M.E.G. Report Number: 07M198-5-1
Date Cast: 10/19/07
Date Reported: 11/20/07
Structure Tested: Curb Parking Area

Placement Data

Mix I.D.: N/A Specified Strength. 3000 P.S.I. @ 28 Days
Specified Air Content. N/A % Specified Slump. 4
Weather Condtions. Cloudy,windy, hot and humic Air/Ambient Temp.: 90°F
Supplier: El Alamo Concrete Time Batched: 12:40 p.m. Concrete Temp.: 91°F
Truck No.: 110 Time Sampled: 2:00 p.m. Air Content: N/P
Plant Ticket No.: 8065 CY: 20.0 Slump: 2 3/4"
Placement Location. Curb approx.. 65' Wfrom South West Corner Water Added:(gal.) N/A
Of Building

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (a,b,c,d or e)	% of Design
1A	28.27	10-26-07	7	78,603	2780	D	93%
1B	28.27	11-16-07	28	92,639	3277	C	109%
1C	28.27	11-16-07	28	95,833	3390	E	113%
1D	28.27	11-16-07	28	92,789	3282	E	109%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.
Test specimen size is 6" Dia. X 12" Height unless otherwise noted.

Notes/Comments:

RUMALDO MUNOZ JR
JAN 08 2008
HIDALGO COUNTY PCT 4
RECEIVED BY

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
12/20/2007	07M198-9

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	1/19/2008	07M198-Health Dept. Parking Lot, PH I

Description	Qty	Rate	Amount
Asphalt Cores	6	50.00	300.00
Asphalt Core Thickness	6	5.25	31.50
Bituminous Mix Theoretical SPG	1	55.00	55.00
Asphalt Density (In-Place, Cores)	6	20.00	120.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician (Asphalt)	2.75	42.00	115.50
Project Management & Coordination	1	65.20	65.20

We thank you for your prompt payment. Please remit to the above address.

Total	$717.20
Payments/Credits	$0.00
Balance Due	$717.20

Phone #	Fax #
(956) 383-8522	(956) 383-0295

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Asphaltic Pavement Cores Report

Project Description: Health Department Parking Lot Improvements
Client: Hidalgo County Precinct 4
Engineer: Javier Hinojosa Engineering
Architect: N/A
Contractor: Hidalgo County Precinct 4

M.E.G. Report Number: 07M198-9-1
Date Tested: 11-19-07
Date Reported: 11-30-07
Material Description: Concrete Asphalt Type D
Material Location: Parking Area

HIDALGO COUNTY PCT #4 EDINBURG TEXAS 78541 RECEIVED BY JAN 0 8 2008 RUBALDO MUNOZ JR

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F) Gr= 2.469

Test #	Location	Height, In.	Core Density %
1	Parking Area	2 1/2"	88.6
	Approx. 40' N/25' E of South West Corner		
	of Parking Area		
2	Parking Area	1 1/2"	84.9
	Approx. 155' N/ 50' E of South West		
	Corner of Parking Area		
3	North Alley	2 1/8"	84.2
	Approx. 125' E of Frontage Rd		
	Center Lane		

Remarks:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Purchase Order

COUNTY OF HIDALGO

PO#: 595645

DATE: 12/07/07

VENDOR: 284009 REQ:00122810
FAX (956)383-0295 Email:
Phone:(956)383-8522
MILLENNIUM ENGINEERS GROUP, INC.
P.O. BOX 4569
EDINBURG TX 78540-4569

BUYER: HDCLERK1
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

CONTACT:
SITE: HEALTH DEPARTMENT

Special Instructions:

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		
		C-07-265-10-15 UPON COMPLETION		
1		GEOECHNICAL ENGINEERING SERVICES AND CONSTRUCTION MATERIALS TESTING SERVICES AT THE HIDALGO COUNTY HEALTH DEPARTMENT CENTRAL OFFICE PARKING LOT IMRPOVEMENTS, PHASE 1	3,297.80	3,297.80
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		3,297.80
		********** For Hidalgo County use only		
		7-1334-441-00-340-022-0-739 3,297.80		
		Approved		

Authorized by: Martha L. Salazar

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-265-1015
Work Authorization Form

WORK AUTHORIZATION NO. 6

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 Health Department Parking Lot Improvements, Phase III.

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 **$3,070.25**
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. **8-1334-441-00-340-0-22-0-739**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4,** Commissioner Oscar L. Garza, Jr. to content and detail of this **Work Authorization No. 6**

HIDALGO COUNTY PRECINCT NO. 4

BY: O. L. Garza, Jr.

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:

Raul Palma

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.
3/26/2008	08-93

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Project
08M53-Hidalgo Dept Parking Lot Phase III

Description	Qty	Cost	Total
Atterberg Limits	1	59.00	59.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	1	175.00	175.00
Field Density (Soils)	14	20.00	280.00
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)	1	18.00	18.00
Concrete Specimen (Compression)	4	15.00	60.00
Hveem Stability	1	85.00	85.00
Vehicle Trip Charge	7	30.00	210.00
Engr. Technician	9	39.25	353.25
Engr. Technician (Concrete)	4	42.00	168.00
Engr. Technician (Asphalt)	3.5	42.00	147.00
Clerical/Administrative	9	40.00	360.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total $3,070.25

AI-8894 **24.G.1.**

Medical Supplies
CC REGULAR

Date: 04/22/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

Requesting approval to exercise the sixty (60) days grace period extension, as provided in current contract with McKesson Medical-Surgical, Inc., so as to have no lapse in services while project is re-advertised.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-8-604
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available account balance as of 4/17/08 $58,144.28; PO#600984 available balance $12,108.00

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2008 08:41 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 09:43 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/17/2008 04:24 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 02:14 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 02:29 PM	APRV

Form Started By: Mary Maldonado Started On: 04/16/2008 01:18 PM

Final Approval Date: 04/18/2008

PURCHASING DEPARTMENT
County Of Hidalgo

April 17, 2008

Re: Medical Supplies for Hidalgo County WIC Program

Ms Therese Mugge
McKesson Medical-Surgical, Inc.
Director Government Sales
8121 Tenth Avenue North
Golden Valley, MN 55427

Dear Ms Mugge:

In reference to Hidalgo County " Requirement Agreement" contract which expires on the 2nd day of May, 2008 We are requesting an extension as of **May 3, 2008 to July 2, 2008** the additional **sixty (60) days** as requested on the contract.

Your cooperation in our request will be greatly appreciated and should you have any questions or require additional information, please do no hesitate to call me at (956) 318-2626.

Sincerely,

Mary A. Maldonado
Contracts Manager

AI-8908 **24.G.2.**

Hidalgo County WIC Program "Medical Supplies"
CC REGULAR

Date: 04/22/2008
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** WIC

Information

CAPTION

A.) Requesting approval to reject a sole response received (incomplete submission) for "Hidalgo County WIC Program-Medical Supplies" (Bid No. 2008-008-04-16-SMA)

B.) Requesting authority to re-advertise as attached hereto for "Hidalgo County WIC Program-Medical Supplies" in as much the bids received were incomplete responses. (Bid No. 2008-164)

BACKGROUND

Proposed Advertisement Dates:
April 26, 2008-1st Advertisement
May 3, 2008--2nd Advertisement

Proposed Bid Opening Date:
May 14, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1292-441-00-350-001-8-603
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** y

BUDGETARY IMPACT:

Available balance as of 04/17/08 $ 4,346.19.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/17/2008 11:33 AM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 01:16 PM	APRV
3	Erika Reyna	Erika Reyna	04/17/2008 01:26 PM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 02:15 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 02:29 PM	APRV

Form Started By: Sandra Montalvo Started On: 04/16/2008 03:04 PM

Final Approval Date: 04/18/2008

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Norma Longoria, WIC Director
Hidalgo County WIC Program

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: April 16, 2008

RE: **Bid No. 2008-008-04-16-SMA -HIDALGO COUNTY WIC PROGRAM-" MEDICAL SUPPLIES" Bid Award Recommendation Request**

We have received a sole response to the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Friday, April 18, 2008 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday, April 30, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
	Readvertise — reject bids + rebid
	received only on bid and bidder doesn't carry
	all items needed.

Norma L. Longoria Norma Longoria 4/16/08
Authorized Signature Printed Name Date

S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RECEIVED
APR 16 2008
By 2:50 P

AI-8887 **24.H.1.**

RFP-Replacement of Refrigerators-Presentation of Responses for Award

CC REGULAR

Date: 04/22/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Community Service Agency

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval to award Sears Commercial (scoring grid reflects Sears Commercial met the minimum score of 58.5 points thus qualifying for award as required by Texas Department of Housing and Community Affairs) for RFP #2008-063-03-19-OGG "Replacement of Refrigerators Project" to lower ultility usage and promote energy conservation to eligible low-income dwellings throughout Hidalgo County.

BACKGROUND

Services are delivered pursuant to the CEAP Program and are designed to lower ulility usage and promote energy conservation. All funding provided by Community Service Agency.

Fiscal Impact

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

BUDGETARY IMPACT:

As per Thelma Vasquez, Program Specialist all funding will be through the Community Service Agency.

Attachments

Link: Copy of Revised Drafted Contract
Link: 08-063
Link: 08-063

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/17/2008 11:03 AM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 11:13 AM	APRV
3	Veronica Lopez	Veronica Lopez	04/18/2008 09:18 AM	APRV

4	Auditor's Office	Linda Fong	04/18/2008 02:19 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 02:29 PM	APRV

Form Started By: Oscar Garza

Started On: 04/16/2008 09:35 AM

Final Approval Date: 04/18/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-000-00-00

THIS CONTRACT is made and entered into this_____ day of_____, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. ("Company").

WHEREAS, Company responded to advertised notices for bids for " **Replacement of Refrigerators"** (the "Services")for Hidalgo County Community Service Agency, and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, as copyof such specifications is attached hereto as Exhibit "A" " respectively and incorporated herein for all purposes (the "Specifications"): and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications,the Commissioners Court of Hidalgo County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services within the **Hidalgo County Community Service Agency** of Hidalgo County, Texas. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall be for a period of one (1) begin on_____ and end on_____ with the County's option to renew for one(1)year increments for combined period not to exceed a maximum of four (4) years.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall ensure that no funds under this Company are used, either directlyor indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishingto any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or officialfor supplying such information shall

subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers" Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in CEAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the CEAP program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse. Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee orother person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. Company shall indemnifyand hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shallcover any act or failure to act by the Company, its agents or employees.

17. This Contract shall not be assignablein whole or in part by either party without prior written consent of the other party.

18. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the manner of performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

19. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

20. In case any one or more of the provisions contained in this Agreement shall for any

reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: TDHCA, from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specificallyauthorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contracts terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age

DiscriminationAct of 1990, or with respect to an otherwise qualifieddisabledindividualas provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reservesthe right to terminate any contract immediately in the event a successful bidder fails to:

1. Meet schedules:
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of $2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, whichwould conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company..

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties

during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency (ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. TDHCA, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in

costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

WITNESS our hands in duplicate originals this ____ day of_____, 2008

By: _____
Hidalgo County Judge

ATTEST:

_____
. County Clerk

COMPANY:
By:_____

Printed Name:_____
Title:_____

Approved on Commissioners' Court_____

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

By:_____

COUNTY OF HIDALGO
Community Service Agency

Adm: (956) 383-6250 *2524 N. Closner / P.O. Box 204* *Edinburg, TX 78540*
Fax: (956) 380-4324

April 4, 2008

Ms. Marty L. Salazar
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
2812 S. Hwy 281
Edinburg, Tx 78539

Dear Ms. Salazar:

Please be advised that the County of Hidalgo Community Service Agency's (CHCSA) Request for Proposal #2008-063-03-19—0GG results are as follows:

1). Willie's Appliance and Furniture-minimum score of 58 ½ points for qualification was not achieved therefore Willie's Appliance and Furniture proposal will not be evaluated further.

2). Sears Commerical met the minimum score of 58 ½ points for qualification. CHCSA compared prices submitted by Sears Commercial to the average market prices as established by CHCSA's funding source-Texas Department of Housing and Community Affairs. This comparison revealed that the prices submitted by Sears Commercial are thirteen (13) to thirty-six (36) percent below the average market price therefore negotiations are not warranted.

CHCSA recommends accepting prices as submitted by Sears Commerical for RFP #2008-063-03-19—0GG. Upon Commissioner's Court approval, CHCSA is prepared to enter into contract with Sears Commercial for one (1) year with the option to renew in one (1) year increments for combined period not to exceed a maximum four (4) years.

We have attached the score sheets for each proposer and the names of the individuals evaluating the proposals.

Thank you for your assistance in this matter. Should you have any questions, please contact Ms. Thelma Vasquez at (956) 383-6250 ext 44.

Respectfully,

Maribel Navarro-Saenz
Executive Director

HIDALGO COUNTY COMMUNITY SERVICE AGENCY
RFP NO: 2008-063-03-19-OGG

EVALUATION GRID

Participating Companies

	Willie's Appliance & Furniture	Sears Commercial
Grader #1 Hidalgo County CSA	55.25	99
Grader #2 Hidalgo County CSA	55.25	99
Grader #3 Hidalgo County CSA	55.25	99
Total Avg. Scores:	**55.25**	**99**

Vendor ranking upon review and approval by Hidalgo County Commissioners Court.

COUNTY OF HIDALGO
Community Service Agency

Adm: (956) 383-6250
Fax: (956) 380-4324
2524 N. Closner / P.O. Box 204
Edinburg, TX 78540

April 16, 2008

Ms. Marty L. Salazar
Hidalgo County Purchasing Agent
Purchasing Department
County of Hidalgo
2812 S. Hwy 281
Edinburg, Tx 78539

Dear Ms. Salazar:

On February 26, 2008, Commissioner's Court approved RFP #2008-063-03-19—OGG. Proposals submitted by Willie's Appliance and Furniture and Sears Commercial were provided to us on March 25, 2008. On April 4, we submitted, to the Purchasing Department, the results, our recommendation including scoring sheets for each proposer and the name of individuals evaluating the proposals for Commissioner's Court review and approval. On April 16, 2008, we are asked to submit clarification of the results.

Please be advised that the RFP #2008-06303-19—OGG was structured to eliminate subjectivity. You will notice that on Attachment B-Integrity and Financial Resources on item I-Integrity-the questions that the references listed would be asked require a yes or no response. On Item II-Financial Resources-the questions listed require a yes or no response from the proposer. On Attachment B-1-Technical Knowledge and Experience on Item I-Technical Knowledge questions 2-4 that the references listed would be asked require a yes or no response. On question 1, a favorable response would be scored. On Item II-Length of Experience-scoring was based on the number years of experience. On Item III-a yes or no response was required from the proposer. Each attachment had clear instructions on the value of each question, how points would be awarded, and the maximum points that may be received.

Should you have any further questions, please do not hesitate to contact me at (956) 383-6250 ext 12.

Respectfully,

Maribel Navarro-Saenz

Maribel Navarro-Saenz
Executive Director

FAX COVER SHEET

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
P.O. Box 204
2524 N. Closner
Edinburg, TX 78540
Phone number: (956) 383-6250
Fax number: (956) 380-4324

Send to: Purchasing Dept	**From:** Thelma
Attention: Mr. Garza (Oscar)	Date: 4-16-08
Fax Number:	Extension: 44

☒ **Urgent** ☐ **Reply ASAP** ☐ **Please comment** ☐ **Please review** ☐ **For your information**

Total pages, including cover: 2

Comments:

Here is the information you requested

IMPORTANT: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you receive the communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the United States Postal Service. Thank You.

AI-8893 **24.I.1.**

HCSO-Termination Notice-Contract No. C-07-129-08-07-Centric Group LLC d/b/a Keefe Supply Company
CC REGULAR

Date: 04/22/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Presentation for discussion acceptance and approval to exercise the "thirty (30) day written notice of termination of contract" with Centric Group LLC d/b/a Keefe Supply Company under Contract No. C-07-129-08-07-"Commissary Supplies" as recommended for consideration by the Hidalgo County Sheriff's Office.

B. Requesting authority to advertise and approval of draft specifications (as developed & drafted with the user department) as attached hereto for "Commissary Supplies" project.

BACKGROUND

Notice of Termination from: Hidalgo County Sheriff's Office
Draft Specifications for Commissary Supplies

Fiscal Impact

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

BUDGETARY IMPACT:

The monies for this AI are coming from the Commissary Checking Acct, which is handled by the Sheriff's Dept Commissary Supervisor. It does not reflect on the SAGE system.

Attachments

Link: Termination Notice-Contract No. C-07-129-08-07
Link: Draft Specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/16/2008 08:39 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 09:40 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/17/2008 04:34 PM	APRV

4	Auditor's Office	Linda Fong	04/18/2008 02:52 PM	APRV
5	Court Administrator	Monica Badillo	04/18/2008 02:56 PM	APRV

Form Started By: Letty Saenz Started On: 04/16/2008 11:28 AM

Final Approval Date: 04/18/2008

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

MEMORANDUM

To: Martha L. Salazar, County Purchasing Agent
Hidalgo County Purchasing Department

From: Guadalupe "Lupe" Trevino, Sheriff
Hidalgo County Sheriff's Office
By:
Anacleto "Sonny" Martinez, Chief Deputy
Hidalgo County Sheriff's Office

Date: April 08, 2008

Re: RFB Commissary Supplies

We are requesting that you please route through Commissioner's Court an agenda item requesting authority to cancel current contracts and advertise a new request for bids with additional specifications for:
Hidalgo County Detention Center Commissary Supplies

Should you have any questions or required additional information, please contact Juan Tapia at (956) 393-6020.

Cc: Cap. Rene Gonzalez, HCSO
Sgt. Dahlia Garza, HCSO
Sr. DO Rogelio Leyva, HCSO
Emilia Uriegas, Auditor HCSO
Lety Saenz, Contracts Mgr. Purchasing Dept.
Roli Flores, Buyer Purchasing Department
Juan Tapia, Procurement Specialist HCSO
File

RECEIVED
APR 14 2008
By 3:14

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

HIDALGO COUNTY JAIL COMMISSARY
ITEM SPECIFICATIONS

Description

Hygiene Kit (4" T-Brush/T-Paste 1.5oz./Soap 1.5oz./Deodorant 0.5oz.)
Almond Joy Bar 1.61 oz.
Baby Ruth Bar 2.1 oz.
Butter Finger Bar 2.1 oz.
Snickers Almond Bar 1.76 oz.
Milky Way Bar 2.05 oz.
Pay Day Bar 1.85 oz.
Snickers Bar 2.07 oz.
3 Musketeers Bar 2.13 oz.
Skittles "Original Fruits" 2.17 oz. Bag
M & M Peanuts 1.74 oz. Bag
Twix Bar 2.0 oz.
Peanut Pattie 1.75 oz.
Reeses Peanut Butter Cups 1.5 oz.
Breath Savers (12 Mints) 0.75 oz.
Cornnuts (Chili/BBQ/Ranch/Original) 1.4 oz. Pack
Soups (Chili/Beef/Chicken/Shrimp) 3 oz. Clear Pack
Chilis (Hot/With Beans/No Beans) 11.25 oz. Pouch
Salted Peanuts 1.75 oz. Bag
Beef Jerky Steak 1 oz. Stick
Chunk Light Tuna 4.23 oz. Pouch
Refried Beans Reasealable Pouch 6oz.
Nacho Cheese Dip W/Jalapeno 4oz. Plastic Tub
Jalapeño Cheese Spread 8oz. Plastic Tub
Jelly (Grape & Strawberry) 12oz. Squeeze Bottle
Peanut Butter Squeezers 1.12 oz.
Beef Stew 11.25 Oz. Pouch
Roast Beef & Gravy 10oz. Pouch
Sardines in Hot Tomato Sauce 3.53 oz. Pouch
Fish Fillets 3.53 oz. Pouch
B.B.Q. Potato Chips 1.5oz. Bag
Flaming Hot Cheetos 1.5oz. Bag
BBQ Corn Chips 1.5 oz. Bag
Doritos Nacho Cheese 1.5oz. Bag
Tortilla Chips 12 oz. Bag
Tostadas 12 oz. Pack
Hot Pork Cracklings 2oz. Bag
Snack Crackers 12 oz. Box
Cookies(Duplex/Vanilla/Chocolate/P-Butter) 6oz. Tray
Zinger Cremes 4 oz. Pack
Apple Pie 4oz. Pack
Cherry Pies 4 oz. Pack
Cinnamon Rolls 4 oz. Pack
Honey Bun 6 oz. Pack
Chocolate Cupcakes (2 pack) - 4 oz.
Moonpies (Banana/Strawberry/Chocolate) 2.75 oz.
Coca Cola Classic 20 oz. Plastic Bottle
Sprite 20 oz. Plastic Bottle
Fanta Orange 20 oz. Plastic Bottle
Dr. Pepper 20 oz. Plastic Bottle
Diet Coke 20 oz. Plastic Bottle
Instant Coffee 4 oz. Reasealable Clear Pouch
Coffee Mug W/Lid 14 oz.

HIDALGO COUNTY JAIL COMMISSARY
ITEM SPECIFICATIONS

Description

Hot Cocoa Mix 1 oz. Bag
Cereal Bowl W/Lid 24 oz.
Spring Drinking Water 20 oz. Plastic Bottle
Sugar Cubes 1 lb. Box
White Sport Bras (Medium - 3xl)
White Sweatshirts (Medium - 4xl)
White Boxer Shorts (Small - 6xl)
White Thermal Underwear Set (Small - 6xl)
Men White Crew Neck T-Shirts (Medium Thru 6XL)
White Men Briefs (Small Thru 5XL)
Men's/ Ladie's Crew Socks (One Size Fits All)
White Ladie's Panties (Size 5 thru 18)
White Men's/Ladie's Velcro Tennis Shoes (Size 6-13)
Tylenol Extra Strength (2 Gel Pouch) - 50 ct. Box
Halls Mentho-Lyptus (9 Drops) Stick
Advil Coated (2 Tablet Pouch) - 50 ct. Box
Motrin Ibuprofen (2 Tablet Pouch) - 50 ct. Box
Anti Shank Security Toothbrush & Clear Cap
Jolly Ranchers 3.7oz. Assorted Bag
Sunflower Kernels 4 oz. Bag
Starlite MInts 3.75 oz. Bag
Irish Spring Bar Soap Antibacterial 4.5 oz.
Elastic Pony Tailers 18 ct. Pack - Black
St. Valentine's Day Card (English & Spanish) 6/Pack
Happy Easter Card (English & Spanish) 6/Pack
Happy Mother's Day Card (English & Spanish) 6/Pack
Father's Day Card (English & Spanish) 6/Pack
Oral Pain Relief 0.33 oz. Tube
Alcohol - Free Mouthwash 8 oz. Plastic Bottle
Alcohol - Free Hair Gel 16 oz. Plastic Bottle
Athlete's Foot Cream 0.5 oz. Tube
Hydrocortisone Cream 1 oz. Tube
Chap Stick Lip Balm .15 oz.
Hemorrhoidal Ointment 2 oz. Tube
Muscle Rub 3 oz. Tube
Medicated Chest Rub 3.53 oz.
Floss Loops "Mint Flavor" 30 ct. Plastic Bag
Eye Drops 0.5 oz.
Alka-Seltzer (Original Effervescent 2-Tablet Pouch) 116 ct. Box
Alka-Seltzer (Plus Cold Effervescent 2-Tablet Pouch) 72 ct. Box
Acne Gel Medication 1 oz. Tube
Contact Lens M/P Solution 8 oz.
Happy Birthday Card (English & Spanish) 6/Pack
Thanksgiving Day Card (English & Spanish) 6/Pack
Legal Gummed Pads (8 1/2" x 11")
3 1/2" Flexible Pencil
Bubble Cushioned Envelope (6" x 9")
#10 Security White Envelope
No Clasp Envelope (9" x 12")
Twin Pocket Folders
Dictionary (English - Spanish & English)
Word Seek Puzzle Books
Sketch Pad (50 Sheets)

HIDALGO COUNTY JAIL COMMISSARY
ITEM SPECIFICATIONS

Description

Playing Cards Deck
4 1/2" Flexible Black Ink Pen
Tracing Paper Pad (40 Sheets)
Christmas Card (English & Spanish) 6/Pack
Tan PVC Shower Sandals (Size 8 thru 13)
Colgate " Red Gel " Toothpaste 4.2 oz.
Close Up " Red Gel " Toothpaste 4.0 oz.
Dove Bar Soap 4.25 oz.
Zest Bar Soap 4.5oz.
Anti Shank Security Razor - Single Edge
Three Flowers Brilliantine 4 oz.
Dandruff Shampoo & Conditioner 14.2 oz
Lice Control Shampoo 2oz.
Nair Hair Remover 9 oz.
Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.
Razorless Hair Removing Cream 6 oz.
After Shave Lotion 4 oz.
Baby Lotion 4 oz.
Shaving Cream 7oz. Clear Tube
White Handkerchief (15" x 15")
VO5 Extra Body Conditioner 15.0 oz
VO5 Extra Body Shampoo 15.0 oz.
Clear Suave Powder Fresh Deodorant 1.7 oz.
Rolaids Antacid (12 Tablets) Stick
Soap Dish Box - Regular Size
Greaseless Skin Cream 4.5 oz.
Cocoa Butter Moisturizing Soap 3.6 oz.
Hair Moisturizer 4oz. Tube
Palm Hair Brush Flexible - Black
Tampons - Singles (Super/Regular/Junior) 40 ct. Box
Disposable Douche 6 oz.
White Washcloth (12" x 12")

AI-8927 **24.J.2.**

Vending machines
CC REGULAR

Date: 04/22/2008
Submitted By: Mary Maldonado, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Presentation for discussion, consideration and approval for Hidalgo County to exercise the option to renew for an additional one (1) year term (as provided in contract) with All Valley Vending for vending machine services.

BACKGROUND

C-06-086-05-16

Fiscal Impact

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/17/2008 10:03 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/17/2008 04:28 PM	APRV
3	Auditor's Office	Linda Fong	04/18/2008 04:19 PM	APRV
4	Purchasing Department		04/18/2008 05:37 PM	NEW

Form Started By: Mary Maldonado Started On: 04/16/2008 04:48 PM

Final Approval Date: 04/18/2008

PURCHASING DEPARTMENT
County Of Hidalgo

April 17, 2008

Mr. Wade A. Strauch
All Valley Vending, Inc.
516 E. Cedar
McAllen, Texas 78501

Re: Vending Machines

Dear Mr. Strauch:

Commissioners' Court will take applicable action (Tuesday, April 22, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current service contract (under the same rates, terms and conditions). Effective date of renew/extension is May 16,2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, 5:00p.m., Monday, April 21, 2008 via facsimile to (956) 956-318-2629.

By:_____ Date:_____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Mary A. Maldonado
Hidalgo County Contracts Manager

MEMORANDUM
HIDALGO COUNTY PURCHASING DEPARTMENT

TO: **Hidalgo County**

ATTN: **Valde Guerra, Commissioner's Court Executive Officer**

FROM: **Mary A. Maldonado Contracts Manager**

DATE: **April 15, 2008**

RE: **Vending Machines**

THE CONTRACT FOR VENDING MACHINES SERVICE WILL EXPIRE ON *MAY 16, 2008* AND THE COUNTY HAS THE OPTION TO EXTEND FOR ANOTHER ONE (1) YEAR PERIOD.

PLEASE ACKNOWLEDGE. RECEIPT BY SIGNING AND MARKING YES OR NO BELOW AND RETURN TO THE PURCHASING DEPARTMENT VIA FACSIMILE TO (956) 318-2629.

✓ YES I WOULD LIKE TO EXTEND

ACCOUNT # No budgetary impact.

____ NO I DO NOT WISH TO EXTEND

SIGNATURE Monica Badillo

PRINTED NAME Monica Badillo

DATE 4/16/08

IF YOU REQUIRE ADDITIONAL INFORMATION PERTAINING TO THIS MATTER PLEASE CONTACT ME AT (956) 318-2626.

THANK YOU

AI-8895 **25.A.**

Ethics Policy
CC REGULAR

Date: 04/22/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on Ethics Policy

BACKGROUND

Fiscal Impact

Attachments

Link: policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/16/2008 02:04 PM	APRV
2	Veronica Lopez	Veronica Lopez	04/16/2008 02:30 PM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 09:13 AM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 11:03 AM	APRV
5	Court Administrator (Originator)	Monica Badillo	04/17/2008 11:19 AM	APRV

Form Started By: Monica Badillo Started On: 04/16/2008 01:27 PM

Final Approval Date: 04/17/2008

PROPOSED

HIDALGO COUNTY
ETHICS POLICY

Section1. General Principles

A. While every Employee is already governed by the dictates of his or her individual conscience, it is desirable to adopt a uniform Code of Ethics which contains principles which should apply to the day to day conduct of all Employees.

B. Every Employee should be committed to the highest standard of conduct in the performance of their public duties. Individuals and collective adherence to high ethical standard is central to the maintenance of public trust and confidence on government. As servants and stewards to the public, each Employee should readily acknowledge that nothing less should be expected of them.

C. While the potential for personal conflict or differing views of values or loyalties may, from time to time exist, they should always succumb to the commitment of the public good.

D. Adult Probation Department Employees must follow the Code of Ethics written and approved by the Texas Department of Criminal Justice –Community Justice Assistance Division.

E. Any Employee found in violation of this Ethics Policy may be subjected to appropriate disciplinary action including possible termination. In addition, depending to the nature of the violation, an Employee may be subjected to criminal prosecution.

Section2. Ethical Principles

A. The Ethical Employees Should:

1. Promote decisions which only benefit the public interest;
2. Actively promote public confidence in County government;
3. Keep safe all assets, funds and other properties of the County;
4. Promptly administer the affairs of the County;
5. Conduct and perform their duties as an Employee diligently and promptly dispose of the business of the County;
6. Maintain a positive image to pass constant public scrutiny;
7. Evaluate all decisions so that the best service or product is obtained at minimal, cost-effective rates without sacrificing quality and fiscal responsibility;
8. Inject the prestige of the office or job into everyday dealings with the public Employees and associates;
9. Maintain a respectful attitude toward other Employees, other public officials, colleagues and associates;

10. Effectively and efficiently work with government agencies, political subdivisions and other organizations in order to further the interest of the County; and
11. Faithfully comply with all laws and regulations applicable to the County and impartially apply them to everyone.

B. The Ethical County Official, Department Head and Employee Should Not:

1. Engage in outside interests that are not compatible with the impartial and objective performance of their duties as an Employee;
2. Improperly influence or attempt to influence other Employees to act in his or her own benefit; nor
3. Accept anything of value from any source which is offered to influence his or her action as a public official or as a Employee.

C. Civil and Criminal Statutes Relating to Public Servants

Scattered throughout the various codes and statutes of the State of Texas are various civil and criminal codes and statutes relating to and affecting the conduct of all public officials and public employees. The following is a partial listing where these codes and statutes may be located:

OPEN MEETING ACT
TEX GOV'T CODE § 55.002 et seq.

OPEN RECORDS ACT
TEX GOV'T CODE § 552.001 et seq.

DISCLOSURE BY PUBLIC SERVANT OF INTEREST IN PROPERTY TO BE ACQUIRED WITH PUBLIC FUNDS
TEX GOV'T CODE § 553.002

RETALIATION PROHIBITED FOR REPORTING VIOLATION OF LAW
(WHISTLE BLOWERS ACT)
TEX GOV'T CODE §554.002; TEX LABOR CODE § 21.055

NEPOTISM PROHIBITIONS
TEX GOV'T CODE §573.001 et seq.

REGULATIONS OF CONFLICT OF INTEREST
TEX LOCAL GOV'T CODE § 171.001 et seq.

MANDATORY CONFLICT OF INTEREST REPORTING
TEX LOCAL GOV'T CODE CHAPTER 176

BRIBERY
TEX PENAL CODE §36.02

ACCEPTANCE OF HONORARIUM
TEX PENAL CODE §36.07

GIFT TO PUBLIC SERVANT BY PERSONS SUBJECT TO JURISDICTION
TEX PENAL CODE § 36.08

TAMPERING WITH GOVERNMENTAL RECORD
TEX PENAL CODE § 37.10

ABUSE OF OFFICIAL CAPACITY
TEX PENAL CODE § 39.02

OFFICIAL OPPRESSION
TEX PENAL CODE §39.03

MISUSE OF OFFICIAL INFORMATION
TEX PENAL CODE §39.06

AI-8946 **25.B.**

Interlocal

CC REGULAR

Date: 04/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Approval of Interlocal agreement with Hidalgo County Drainage District #1 for administration of Federal Grant Award.

BACKGROUND

Interlocal agreement will be provided by Steve Crain at Commissioners Court on 04/22/2008.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 09:26 AM	APRV
2	Auditor's Office	Linda Fong	04/18/2008 10:09 AM	APRV
3	Dina Trevino	Dina Trevino	04/18/2008 05:00 PM	APRV
4	Purchasing Department		04/18/2008 05:37 PM	NEW

Form Started By: Angela Garcia — Started On: 04/18/2008 08:54 AM

Final Approval Date: 04/18/2008

AI-8959 **25.C.**

Assigned parking
CC REGULAR

Date: 04/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Approval of assigned parking at the new Hidalgo County Administration Building.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Action item requires no funding at this time.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 04:21 PM	APRV
2	Rey Salazar	Rey Salazar	04/18/2008 05:01 PM	APRV
3	Auditor's Office		04/18/2008 05:37 PM	NEW
Form Started By: Angela Garcia			Started On: 04/18/2008 03:35 PM	
Final Approval Date: 04/18/2008				

AI-8945 **25.D.**

Terrorism Insurance
CC REGULAR

Date: 04/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on accepting revised offer of Terrorism Coverage with authority for Commissioners' Court Executive Officer to sign disclosure notice.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-419-00-115-025-0-524
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No budgetary impact to accepting policy.

Attachments

Link: Montalvo Recommends

Link: Terrorism Insurance Info

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 09:26 AM	APRV
2	Dale Kennan	Dale Kennan	04/18/2008 09:55 AM	APRV
3	Auditor's Office	Linda Fong	04/18/2008 10:09 AM	APRV
4	Purchasing Department		04/18/2008 05:37 PM	NEW

Form Started By: Angela Garcia — Started On: 04/18/2008 08:40 AM

Final Approval Date: 04/18/2008

A.I. - 8945

TO: Mr. Roy Quintanilla
Hidalgo County

MONTALVO INSURANCE AGENCY
208 SOUTH TEXAS BOULEVARD
POST OFFICE BOX 2 WESLACO, TEXAS 78596
Phone (956) 968-5521

SUBJECT: Revised offer of Terrorism Coverage — DATE: 4/17/08
Casualty ~~Property~~ (Travelers Pol # 6P06302049)

Message:

After reviewing the attached letter from the Travelers, I recommend that the County accept this offer. There is no additional charge

Please sign where indicated and send/fax back to our office by 4/25/08.

PLEASE REPLY TO →

SIGNED

~~REPLY~~

Note: If we do not receive by 4/25/08 we will assume that the county opted not to go with this offer

DATE

SIGNED

Diary: 4/26/08

THIS COPY FOR PERSON ADDRESSED

TRAVELERS

The Travelers Companies, Inc.
385 Washington Street
St. Paul, MN 55102-1396
651.310.7911 Tel.
www.travelers.com

March 21, 2008

Insured Name and Address:

HIDALGO COUNTY
PO BOX 1356

EDINBURG, TX 78540

Agent or Broker Name and Address:

PROGRAM MANAGEMENT SVCS
ONE INTERNATIONAL CTR STE 965
100 NE LOOP 410
SAN ANTONIO, TX 78216
4202612

Policy Number: GP06302049
Effective Date: 01/01/2008

Dear Valued Policyholder:

On December 26, 2007 the President of the United States signed into law amendments to the Terrorism Risk Insurance Act (TRIA) of 2002 which, among other things, extend the Act and expand its scope. The most significant amendments are the extension of the Terrorism Risk Insurance Program and the expansion of the definition of act of terrorism to eliminate the requirement that the act be committed on behalf of a foreign person or foreign interest.

Accepting Our Offer Based on Your Previous Selection of Coverage
You previously accepted part of our offer of terrorism insurance coverage based on the information contained in the original Disclosure Notice - Offer of Terrorism Insurance Coverage that was included in your new or renewal insurance quote proposal. Your acceptance applied to some, but not all, of the types of insurance included in your policy.

If you want to continue to accept our offer of terrorism insurance coverage for the types of insurance you previously purchased, no response is necessary. Your premium will not change.

The enclosed Disclosure Notice Terrorism Risk Insurance Act Of 2002 (form #D0100 Rev. 1-08) will replace the previous version of this form in your policy. This disclosure includes, among other things, an explanation of the federal government's share of compensation for Insured Losses. In addition, the enclosed Cap On Losses From Certified Acts Of Terrorism Endorsement (form #D0144 Ed. 1-08) is added to your policy to reflect the revisions to TRIA. The Cap On Losses From Certified Acts Of Terrorism Endorsement does not apply to coverages where certified acts of terrorism are excluded by endorsement. Finally, we have also included revised terrorism exclusion endorsement(s), revision date of 1-08, to replace the previous terrorism exclusion endorsement(s) included in your policy.

If you received a workers compensation policy from us you will receive a separate communication for this coverage.

Adding Additional Coverage or Not Accepting Our Offer of Coverage
The amendments to TRIA require us to provide you with a revised offer of terrorism coverage and notice. Enclosed is a revised Disclosure Notice - Offer of Terrorism Insurance Coverage (form #D0102 Rev. 1-08 that replaces the previous version of the same form. If you decide to accept our revised offer of terrorism insurance coverage (form #D0102 Rev. 1-08) which applies to all types of insurance under your policy, you must contact your agent or broker within 30 days of the date of this letter. Unless the ratable exposures under your policy were changed since we made our original offer, the additional premium charge for the entire revised offer of terrorism insurance coverage for certified acts of terrorism, as redefined, is the same amount indicated on your original Disclosure Notice - Offer of Terrorism Insurance Coverage (form #D0102 Rev. 1-06). This amount would be pro-rated based on the date coverage is effective.

In addition, please contact your agent or broker if you have any questions about this letter or the attached Disclosure Notice - Offer of Terrorism Insurance Coverage, or if you desire additional information on how TRIA has changed. We appreciate your business.

Please keep the enclosed forms and endorsement(s) with your policy.

Sincerely,

The Travelers Companies, Inc.

POLICY CHANGE ENDORSEMENT

This endorsement summarizes the changes to your policy. All other terms of your policy not affected by these changes remain the same.

How Your Policy Is Changed

The following forms are deleted from your policy:

D0100	Rev. 1-06, Disclosure Notice Terrorism Risk Insurance Act Of 2002
L0485	Rev. 11-03, Terrorism Risk Insurance Act Certified Acts Of Terrorism Exclusion Endorsement - Public Entity Management Liability

The following forms are added to your policy:

D0102	Rev. 1-08, Disclosure Notice - Offer Of Terrorism Insurance Coverage
D0100	Rev. 1-08, Disclosure Notice Terrorism Risk Insurance Act Of 2002
D0144	Ed. 1-08, Cap On Losses From Certified Acts Of Terrorism Endorsement
L0485	Rev. 1-08, Terrorism Risk Insurance Act Certified Acts Of Terrorism Exclusion Endorsement - Public Entity Management Liability

Premium Change Which Is Due Now

Additional premium $0

Returned premium $0

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

President

Authorized Representative

Policy issued to:
HIDALGO COUNTY

Endorsement takes effect: 01/01/2008

Policy number: GP06302049

Processing date: 03/21/2008 9:45:58 AM

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DISCLOSURE NOTICE -

OFFER OF TERRORISM INSURANCE COVERAGE

Pursuant to the Terrorism Risk Insurance Act of 2002, an offer for coverage for certified acts of terrorism, as defined by the Act, is shown below.

You should know that, effective November 26, 2002, and while the Terrorism Risk Insurance Act of 2002 is in effect, any coverage provided by this policy for losses resulting from certified acts of terrorism would be partially reimbursed by the federal government under a formula established by federal law. Under this formula, the federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds $100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed $100,000,000,000 in any one year, your coverage may therefore be reduced.

The premium for coverage for certified acts of terrorism, as defined by the Act:
Your premium, as originally quoted in D0102 Rev. 1-06 for terrorism coverage will not change if you accept this revision, unless the ratable exposures under your policy changed.

IMPORTANT NOTES: The premium for your terrorism coverage is subject to change if you accept this offer and your policy is subsequently renewed with us.

This premium does not include any charges for the portion of loss covered by the federal government under the Act.

If you do not accept this offer, your policy will include one or more exclusion endorsements that apply to certified acts of terrorism, as defined by the Act. Under the federal Terrorism Risk Insurance Program Reauthorization Act of 2007, the applicable definition of certified acts of terrorism no longer requires that the act of terrorism be committed on behalf of a foreign person or foreign interest. Therefore, each such exclusion is not limited to an act of terrorism committed on behalf of a foreign person or interest.

PRIOR TO THE BINDING OF COVERAGE FOR YOUR POLICY OR POLICIES, PLEASE INFORM YOUR AGENT OR BROKER IF YOU WOULD LIKE TO PURCHASE COVERAGE FOR CERTIFIED ACTS OF TERRORISM.

HIDALGO COUNTY	PO BOX 1356 EDINBURG, TX 78540
Named Insured's or Applicant's Name	Named Insured's or Applicant's Address
March 21, 2008	
Date	

DISCLOSURE NOTICE

TERRORISM RISK INSURANCE ACT OF 2002

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds $100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed $100,000,000,000 in any one year, your coverage may therefore be reduced.

The premium charge shown below is for coverage under this policy for insured losses covered by the Act. This terrorism premium does not include any charges for the portion of insured losses covered by the federal government under the Act.

If $0 is shown below for the certified acts of terrorism premium charge, this policy provides such terrorism coverage for no premium charge.

The certified acts of terrorism premium charge shown below does not apply to any insuring agreement or coverage part in this policy for which you did not accept our offer, for a premium charge, of such terrorism coverage. If you did not accept our offer of such terrorism coverage, this policy contains one or more exclusions that apply to certified acts of terrorism under each such insuring agreement or coverage part. Under the federal Terrorism Risk Insurance Program Reauthorization Act of 2007, the applicable definition of certified acts of terrorism no longer requires that the act of terrorism be committed on behalf of a foreign person or foreign interest. Therefore, each such exclusion is not limited to an act of terrorism committed on behalf of a foreign person or interest.

Name of Insured: HIDALGO COUNTY

Policy Number: GP06302049

Effective Date: 01/01/2008

Certified Acts Of Terrorism Premium Charge:
Your premium is the same as the amount originally charged in D0100 Rev. 1-06 and any subsequent terrorism premium endorsement charges. No additional premium is due.

Processing Date: 03/21/2008 9:45:58 AM

TERRORISM RISK INSURANCE ACT
CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT -
PUBLIC ENTITY MANAGEMENT LIABILITY

This endorsement changes your Public Entity Management Liability Protection.

How Coverage is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Certified acts of terrorism. We won't cover loss that results from any certified act of terrorism.

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:

- The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- The act is a violent act or an act that is dangerous to human life, property, or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Other Terms

All other terms of your policy remain the same.

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AI-8963 **25.E.**

Constable Pct. 5

CC REGULAR

Date: 04/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Comm. Court Executive Officer

Information

CAPTION

1. Discussion, consideration and action on reassignment of Constable Pct. 5 personnel to Hidalgo County Constable Pct. 1 and approval for Constable Pct. 1 to deputize same.

2. Approval to transfer funds from Constable Pct. 5 to Constable Pct. 1

3. Approval of revised salary schedule.

or in the alternative;

4. Authorize the Hidalgo County Pct. 1 Constable Celestino Avila to deputize: Daniel M. Marichalar, Jr., Fabian Ybarra, Victor M. Garcia, Adelaida Leal, Esteban Garcia, Feliciano Ramos as Pct. 1 Deputy Constables or;

5. Cease employment pay to Constable Pct. 5 Deputy Constables and support personnel or;

6. Authorize the closure of Constable Pct. 5 offices.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 04:32 PM	APRV
2	Auditor's Office		04/18/2008 05:37 PM	NEW
Form Started By: Angela Garcia			Started On: 04/18/2008 04:12 PM	
Final Approval Date: 04/18/2008				

AI-8913 **26.A.**

Pct. 1 Parks Appropriation of funds from Fund Balance
CC REGULAR

Date: 04/22/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Precinct No. 1 - Parks:
Approval of 2008 appropriation of funds for the Precinct No. 1 - Parks (1211) in the amount of $109,923.75.

BACKGROUND

A memo dated 4-16-08 was sent by Pct. 1 to DBM requesting appropriation of funds in object codes 748 "Other Equipment" & 890 "Other" in the amounts of $38,000.00 and $71,923.75, respectively, to meet anticipated expenditures. Memo was sent by Noe Montez from Pct. 1. Total unreserved available fund balance as of 4-16-08 $109,923.75.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1211-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $109,923.75. Breakdown: $38,000.00 for object code 748 & $71,923.75 for object code 890. Available unreserved fund balance as of 4-16-08 $109,923.75.

Attachments

Link: Pct. 1 BA Parks

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	04/16/2008 04:33 PM	APRV
2	Budget & Management	Dina Trevino	04/17/2008 09:52 AM	APRV
3	Rey Salazar	Rey Salazar	04/18/2008 09:40 AM	APRV
4	Auditor's Office	Linda Fong	04/18/2008 10:11 AM	APRV
5	Purchasing Department		04/18/2008 05:37 PM	NEW

Form Started By: Ivan Cantu Started On: 04/16/2008 04:07 PM

Final Approval Date: 04/18/2008

DATE: April 16, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept of Budget & Mgmt for Precinct No. 1 Parks

ACCOUNT NUMBER: 8-1211-452-00-121-013-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1211-452-00-121-013-0-748	Parks Pct. 1- Other Equipment	38,000.00
8-1211-452-00-121-013-0-890	Parks Pct. 1- Other	71,923.75
	TOTAL BUDGET INCREASE (DECREASE)	**$ 109,923.75**

REASON: To appropriate funds for the Pct. 1 Parks to meet anticipated expenditures for the object codes stated above.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-8904 **26.B.**

Interdepartmental Transfer
CC REGULAR

Date: 04/22/2008
Submitted By: Edna Kirby, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 Interdepartmental transfer from Computer Department - Internet (1100) in the amount of $9,324.00

BACKGROUND

To cover Lexis Nexis payments

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-X0-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance in account #8-1100-415-00-200-002-0-534, as of 04/16/2008 $39,799.42
-->8-1100-415-40-180-001-0-342 $9,000.00
-->8-1100-412-00-006-001-0-342 $324.00

Attachments

Link: 04-16-2008

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/16/2008 03:41 PM	APRV
2	Andres Castro	Andres Castro	04/16/2008 04:30 PM	APRV
3	Auditor's Office	Linda Fong	04/17/2008 09:14 AM	APRV
4	Purchasing Department	Marty Salazar	04/17/2008 11:25 AM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 01:51 PM	APRV

Form Started By: Edna Kirby Started On: 04/16/2008 02:51 PM

Final Approval Date: 04/17/2008

DATE: April 22, 2008

DEPARTMENT HEAD: Renan Ramirz

DEPARTMENT NAME: Information Technology

ACCOUNT NUMBER: 8-1100-41X-X0-XXX-00X-0- XXX

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		
8-1100-415-00-200-002-0-534	Computer Dept - Internet	(9,324.00)
TO		
8-1100-415-40-180-001-0-342	Co. Clerk - Information & Credit Srv.	9,000.00
8-1100-412-00-006-001-0-342	332nd DC - Information & Credit Srv.	324.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Move money to corresponding department to cover the Lexis-Nexis payments.

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-8961 **26.C.**

Interdept- Elections

CC REGULAR

Date: 04/22/2008
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Elections Department (1100) in the amount of $109,955.40.

BACKGROUND

To cover negative balances for object codes 123 "Election Poll Workers" and 131 "Overtime"

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-1XX-00X-X-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-414-00-130-001-0-123 $108,427.80
8-1100-415-00-115-002-0-899 --> 8-1100-414-00-130-001-0-131 $1,527.60
Available balance as of 4/18/08 $335,498.11.

Attachments

Link: AI- 8961

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 04:22 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/18/2008 04:36 PM	APRV
3	Auditor's Office		04/18/2008 05:37 PM	NEW
Form Started By: Veronica Lopez			Started On: 04/18/2008 04:02 PM	
Final Approval Date: 04/18/2008				

DATE: April 18, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Elections Department (1100)

ACCOUNT NUMBER: 8-1100-41X-00-1XX-00X-X-XXX

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 Interdepartmental 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	(109,955.40)
TO		
8-1100-414-00-130-001-0- 123	ELECTIONS DEPT- ELECTION POLL WORKER	108,427.80
8-1100-414-00-130-001-0- 131	ELECTIONS DEPT- OVERTIME	1,527.60
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: INTERDEPARTMENTAL TRANSFER FROM COUNTYWIDE ADMIN.- CONTINGENCY TO ELECTIONS DEPT- ELECTION POLL WORKER AND ELECTIONS DEPT- OVERTIME (1100) TO COVER NEGATIVES.

APPROVED BY

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-8958 **26.D.**

Cause No. C-1716-07-E

CC REGULAR

Date: 04/22/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Discussion, consideration and approval to issue a check to the Law Office of Preston Henrickson for expenses from June 15, 2003 to December 31, 2007 as it relates to Cause No. C-1716-07-E; Texas Association of Counties County Government Risk Management Pool vs Hidalgo county and Enrique Escalon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 04:20 PM	APRV
2	Ana Galvan		04/18/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 04/18/2008 03:33 PM	
Final Approval Date: 04/18/2008				

AI-8874 **27.D.**

Claim of Cynthia Martinez

CC REGULAR

Date: 04/22/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Cynthia Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 01:48 PM	APRV
2	Ana Galvan	Anna Galvan	04/15/2008 03:02 PM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 09:08 AM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:24 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:17 AM	APRV

Form Started By: Norma Silva — Started On: 04/15/2008 01:24 PM

Final Approval Date: 04/17/2008

AI-8860 **27.E.**

Claim of Uvaldina Ambris
CC REGULAR

Date: 04/22/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Claim of Uvaldina Ambris

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 09:45 AM	APRV
2	Ana Galvan	Anna Galvan	04/15/2008 03:01 PM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 09:08 AM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:21 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV
Form Started By: Norma Silva			Started On: 04/14/2008 03:06 PM	
Final Approval Date: 04/17/2008				

AI-8954 **27.F.**

EEOC #31C-2008-00243C

CC REGULAR

Date: 04/22/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

EEOC #31C-2008-00243C; Alfredo Saenz vs Hidalgo County Precinct 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 01:46 PM	APRV
2	Ana Galvan	Anna Galvan	04/18/2008 02:48 PM	APRV
3	Auditor's Office	Linda Fong	04/18/2008 04:34 PM	APRV
4	Purchasing Department		04/18/2008 05:37 PM	NEW
Form Started By: Norma Silva			Started On: 04/18/2008 10:54 AM	
Final Approval Date: 04/18/2008				

AI-8962 **27.G.**

Elections Administrator
CC REGULAR

Date: 04/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

1. Evaluation, duties, discipline or dismissal of Hidalgo County Elections Administrator.

2. Deliberation of Appointment of Interim Hidalgo County Elections Administrator.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 04:23 PM	APRV
2	Erika Reyna	Erika Reyna	04/18/2008 04:31 PM	APRV
3	Auditor's Office	Linda Fong	04/18/2008 04:35 PM	APRV
4	Purchasing Department		04/18/2008 05:37 PM	NEW

Form Started By: Angela Garcia — Started On: 04/18/2008 04:04 PM

Final Approval Date: 04/18/2008

AI-8876 **28.D.**

Claim of Cynthia Martinez
CC REGULAR

Date: 04/22/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Cynthia Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/16/2008 08:55 AM	APRV
2	Ana Galvan	Anna Galvan	04/16/2008 09:26 AM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 12:05 PM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:26 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:18 AM	APRV
Form Started By: Norma Silva			Started On: 04/15/2008 02:32 PM	
Final Approval Date: 04/17/2008				

AI-8861 **28.E.**

Claim of Uvaldina Ambris

CC REGULAR

Date: 04/22/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Claim of Uvaldina Ambris

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/15/2008 09:46 AM	APRV
2	Ana Galvan	Anna Galvan	04/15/2008 03:01 PM	APRV
3	Auditor's Office	Linda Fong	04/16/2008 09:08 AM	APRV
4	Purchasing Department	Marty Salazar	04/16/2008 12:21 PM	APRV
5	Court Administrator	Monica Badillo	04/17/2008 11:16 AM	APRV
Form Started By: Norma Silva			Started On: 04/14/2008 03:07 PM	
Final Approval Date: 04/17/2008				

AI-8955 **28.F.**

EEOC #31C-2008-00243C

CC REGULAR

Date: 04/22/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

EEOC #31C-2008-00243C; Alfredo Saenz vs Hidalgo County Precinct 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 01:47 PM	APRV
2	Ana Galvan		04/18/2008 05:37 PM	PEND
3	Auditor's Office	Linda Fong	04/18/2008 04:35 PM	APRV
4	Purchasing Department		04/18/2008 05:37 PM	NEW

Form Started By: Norma Silva — Started On: 04/18/2008 11:02 AM

Final Approval Date: 04/18/2008

AI-8965 **28.G.**

Open Session

CC REGULAR

Date: 04/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

1. Evaluation, duties, discipline or dismissal of Hidalgo County Elections Administrator.

2. Appointment of Interim Hidalgo County Elections Administrator.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	04/18/2008 04:32 PM	APRV
2	Auditor's Office	Linda Fong	04/18/2008 04:35 PM	APRV
3	Purchasing Department		04/18/2008 05:37 PM	NEW
Form Started By: Angela Garcia			Started On: 04/18/2008 04:24 PM	
Final Approval Date: 04/18/2008				