AI-11011 **6.A.**

Public Hearing

CC REGULAR

Date: 09/09/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Tax Office

Information

CAPTION

Public Hearing to discuss Proposed 2008 Tax Rate Increase.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding necessary.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/05/2008 09:28 AM	APRV
2	Erika Reyna	Erika Reyna	09/05/2008 10:00 AM	APRV
3	Auditor's Office	Becky Morales	09/05/2008 10:51 AM	APRV
4	Purchasing Department	Marty Salazar	09/05/2008 11:54 AM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 01:06 PM	APRV

Form Started By: Angela Garcia — Started On: 09/05/2008 08:58 AM

Final Approval Date: 09/05/2008

AI-10949 **6.B.**

Inter-Local w/City of Elsa
CC REGULAR

Date: 09/09/2008
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr., RTA
Department: TAX OFFICE
Agenda Area: Tax Office

Information

CAPTION

Discussion, consideration and approval of Inter-Local Cooperation Agreement for Tax Assessment and Collection of Taxes between: Hidalgo County and City of Elsa.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: inter-local agreement with city of elsa

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/03/2008 07:39 AM	APRV
2	Erika Reyna	Erika Reyna	09/04/2008 05:01 PM	APRV
3	Auditor's Office		09/05/2008 05:08 PM	NEW
Form Started By: Mary Garcia			Started On: 09/02/2008 08:54 AM	
Final Approval Date: 09/05/2008				

STATE OF TEXAS §
§
COUNTY OH HIDALGO §

INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This Agreement made and entered into this _____ day of _____, 2008, by and between the County of Hidalgo (hereinafter called "COUNTY"), a political subdivision of the State of Texas and the City of Elsa, Texas, (hereinafter called "CITY") duly organized and existing under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

WITNESSETH:

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one person, the Tax Assessor-Collector of Hidalgo County, Texas (hereafter called "TAC") and

WHEREAS, the parties enter into this Agreement in order to eliminate the potential duplication of the existing system for the assessment and collection of taxes and to promote governmental efficiency; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23 (a) (4), 6.24, 6.29 and 6.30 of the Texas Property Tax Code (hereafter called "Tax Code") and Article 4413 (32c), V.T.C.S., known as the "Inter-local Cooperation Act";

NOW, THEREFORE, for purposes stated herein, it is mutually agreed as follows:

I. TERM:

This Agreement is for the collection of CITY taxes for the 2008 Tax Year effective OCTOBER 1ST, 2008. This Agreement shall be automatically renewed for subsequent tax years, on September 30th of each calendar year unless either party gives written notice to the other of its intent to terminate this agreement, at least thirty (30) days prior to the renewal date.

II. APPOINTEMENT:

The CITY appoints the TAC as the Assessor-Collector of taxes for the CITY for the term of this Agreement. The TAC shall have full authority and responsibility to assess all of the real and personal property subject to taxation located within the boundaries of the

CITY in accord with the laws pertaining thereto. The TAC is authorized and directed to collect all taxes of the CITY, both current and delinquent, including taxes previously assessed by the CITY. The TAC shall remain in the sole employ and control of the COUNTY.

III. DESCRIPTION OF SERVICES:

1. The COUNTY, through its TAC, hereby agrees to provide the following ad valorem tax related services:

   A. Compute and publish the effective tax rate subject to consideration and approval of the CITY. Expenses for all notices and publications shall be borne by the CITY;

   B. Establish the tax roll based on property values and exemption certified by the Appraisal District and the tax rate, exemptions, and discounts authorized by the CITY;

   C. Prepare and mail tax statements for all of the CITY tax accounts;

   D. Receive payment of taxes on behalf of the City;

   E. Refund overpayment or erroneous payments of taxes as provided by law.

   F. Disburse tax monies received at the COUNTY Tax Office during the term of this contract, on the next business day. All other payments received at the COUNTY 'S Depository Bank ("Bank") will be received in accordance with the terms of the lock box processing agreement between the BANK and the COUNTY.

   G. Prepare and submit reports as required pursuant to Texas Property Tax Code Ann. Sec. 31.10, to the City accounting for all taxes collected. The COUNTY further agrees to prepare and/or provide information and reports for State agencies, auditors and other activities regarding the assessment, collection, and disbursement of ad-valorem taxes. The COUNTY shall also provide current and delinquent tax rolls, quarterly status reports, on partial payment contracts, and delinquent tax statements upon request.

   H. The TAC will apply equal effort in the assessment and collection of current and delinquent property taxes for the parties of the Agreement. The TAC activity will not show bias toward any taxing unit for which it collects current and delinquent property taxes.

I. The TAC will permit the taxpayer, in the event of payment of less than the consolidated bill is tendered, to apply the payment as the taxpayer desires, in compliance with State Law. In the absence of the expression of any preference as to application of payment, the payment will be applied in compliance with Section 31.07 of the Property Tax Code which states that if a collector accepts a partial payment of a tax bill that includes taxes for more than one taxing unit, the collector shall allocate the partial payment among all the taxing units included on the bill in proportion to the amount of tax included in the bill for each taxing unit.

J. Any waiver of penalty and interest being considered must establish that the delinquency was caused by a direct action or inaction of the TAC or Appraisal as described by the Property Tax Code.

K. The TAC will limit the time frame allowed for installment payment agreement on delinquency property taxes owing to the City to no more than twelve (12) months. Written approval must be obtained for the City Manager or his designee for deviations.

L. The TAC will refrain from seizing and/or selling any property pertaining to the CITY'S Tax Roll, having a homestead designation, for payment of delinquent taxes, without written approval.

M. The TAC will certify to the Board an estimate of the collection rate of the current year, the amount of debt taxes, if applicable, and other required information pursuant to Tax Code Sec. 26.04(b). The CITY and COUNTY agree that interest payments required as a result of untimely processing of refunds are not considered reimbursable expenses.

2. The CITY hereby specifically authorizes and empowers Hidalgo County, Texas, its employees, officials and agents to perform and all acts which the COUNTY, its employees, officials, and agents determine necessary proper, and in the best interest of the CITY in order to accomplish the services hereby agreed to be performed by the COUNTY.

3. The following duties and responsibilities of the CITY are specifically excluded from this Agreement:

A. Any obligation of the Hidalgo County Appraisal District;

B. Adoption of a tax rate for the CITY;

C. Obligation of the CITY regarding publication of tax information, meeting notices and elections regarding the establishment of a tax rate; and

D. Any other obligations imposed by law upon the CITY not specifically agreed to be performed herein by the COUNTY.

E. Adopt and enforce reasonable regulations not inconsistent with the Constitution and Laws of this State as may be deemed essential for the proper collection, checking, and accounting of revenues by the COUNTY, including funds held in trust for the CITY.

V. DELINQUENT TAXES:

1. Pursuant to Section 6.24 of the Texas Tax Code, the CITY hereby authorizes the COUNTY by and through the TAC to collect delinquent taxes for the CITY as provided herein.

2. Pursuant to Subsection (c.), Section 6.30, Texas Property Tax Code Ann., if the CITY has entered into a contract with a law firm to represent the CITY in the enforcing and collecting of delinquent taxes. The delinquent taxes. The attorney's compensation is set forth in such contract. A copy of the CITY'S Delinquent Tax Collection Agreement must be attached hereto and incorporated herein by reference as Exhibit "A".

3. Pursuant to Section 33.07, Texas Property Tax Code Ann., the COUNTY agrees to produce and deliver to the "CITY'S" delinquent tax attorney a Notice of Delinquency which includes the additional penalty to defray the costs of collection for mailing to the property owner at least thirty (30) and not more than sixty (60) days before July 1.

4. No installment agreement for the payment of CITY'S delinquent taxes, which are in excess of $5,000.00, will be entered into by the TAC without the prior approval of the CITY. No installment agreements on behalf of the CITY will be entered into prior to July 1 for payment of current year delinquent taxes.

VI. CONSIDERATION:

1. The CITY hereby agrees to pay and the COUNTY agrees to accept a fee of $20,000.00 of all current and delinquent base taxes collected from October 1st, 2008, through September 30th, 2009. For subsequent years, after reviewing actual collection costs, the COUNTY will submit to the CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than 5% per year. The CITY will have until June 1, to accept the recommended fee.

2. The COUNTY will deduct a 1/12th - collection fee from monthly collections and submit monthly collections reports.

3. If for any reason the CITY is unable to provide the COUNTY with necessary tax account information and adopted tax rate prior to the COUNTY'S mailing of its

own Tax Bills, the CITY agrees to assume the entire cost for such additional mailing. It is understood however, that the CITY will be charged a prorated amount on an equal basis if another Entity is consolidated on such billing.

4. The CITY is to provide in writing its adopted tax rate to the COUNTY no later than October 1st of each year and the COUNTY is to mail out the consolidated tax statements no later than November 1st of each year. If the CITY fulfills this requirement and the COUNTY, due to a delay in adoption of its tax rate or other entities tax rate determines that it will not be able to mail consolidated tax statements by November 1st, then the COUNTY at its own expense will mail a separate tax statement for the CITY by November 1st.

5. The CITY will require the TAC to give bond conditioned on his faithful performance of duties. The bond shall be payable to, approved by, and paid for by the CITY in an amount to be determined by the CITY.

VI. MISCELLANEOUS:

1. It is expressly understood and agreed that, in the execution of this Agreement, neither the COUNTY nor CITY waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2. All notices provided to be given under this Agreement shall be given by regular or certified mail addressed to the proper party, at the following address:

IF TO COUNTY:
Hon. J.D. Salinas, County Judge
100 E. Cano, 2nd Floor
P.O. Box 1356
Edinburg, Texas 78540

WITH COPIES TO:
Armando Barrera Jr., RTA
Hidalgo County Tax Assr/Coll
P.O. Box 178
Edinburg, Texas 78540-0178

Ray Eufracio, County Auditor
2808 S. Bus Hwy 281
Edinburg, Texas 78539

IF TO THE CITY:
Hon. Senovio Castillo, Mayor
City of Elsa
P.O. Box 427
Elsa, Texas 78543

3. 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 parties created hereunder are performable in Hidalgo County, Texas.

4. LEGAL CONSTRUCTION: 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.

6. PRIOR AGREEMENT SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, _____.

COUNTY OF HIDALGO:

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

CITY OF ELSA:

BY:_____
Senovio Castillo, Mayor
City of Elsa

ATTEST:

_____
Arturo Guajardo,
Hidalgo County Clerk
Hidalgo County, Texas

_____
Nancy Sanchez, City Secretary
City of Elsa

EXHIBIT A
LOCKBOX INSTRUCTIONS

These Lockbox Instructions (Instructions) are given by the County of Hidalgo (County) to, and are hereby accepted by, First National Bank (Bank), a National Banking association.

Agreements:

In consideration of the mutual covenants herein expressed, the County hereby instructs Bank, and County and Bank agree as follows:

1. Definitions: As used in this Agreement, the following capitalized terms shall have the following meanings:

    1. **Items** shall have the meaning set forth in the Lockbox Agreement.

    2. **Tax Account** shall mean ad valorem tax accounts of any ad valorem taxpayer (s) of County

    3. **Account Debtor** shall mean any person or entity obligated in respect of a Tax Account.

    4. **Tax Account Payment** shall mean any payment made by or on behalf of any Tax Account.

    5. **Lockbox** shall mean the lockbox described in the Lockbox Agreement of County and Bank.

2. Payment into Lockbox Account.

(a) From and after the date hereof, Tax Account Payments shall be mailed to the Bank by the Account Debtors and shall be addressed to the Lockbox. All Account Payments as are actually received by the Bank into the Lockbox shall be deposited on the day received in a suspense account in the name of the Tax Assessor-Collector of County, Such suspense account (s) are hereinafter referred to as the Lockbox Accounts. Within one business days following the date of deposit of funds in such suspense account, such funds shall be available to County and shall be available to County and shall be deposited into account(s) designated by the Tax Assessor-Collector of County.

(b) All invoices, collection notices, and other correspondence of County to each Account Debtor shall reflect that all Tax Account Payments then or thereafter made and returned by mail by Tax Account Debtors in respect of any Tax Account shall be mailed to the Lockbox.

3. **Access to Lockbox**. Bank shall have the sole and exclusive right to access the Lockbox.
4. **Schedule 1.** Schedule 1 is attached and incorporated herein at this point for all

purposes as constituting the services to be provided to County by Bank hereunder.

5. Amendments Neither these Instructions nor any provision hereof may be amended, changed or modified orally, except as provided in the Lockbox agreement, but may be amended, changed or modified only by an instrument in writing signed by County and the Bank.

IN WITNESS WHEREOF, these instructions are executed on the _____ day of _2005, but are effective as of _____, 2005.

SIGNED FOR IDENTIFICATION:

Approved by Commissioners' Coun
on 5-10-05

COUNTY OF HIDALGO, TEXAS

By: _____

Ramon Garcia, County Judge

FIRST NATIONAL BANK

By: _____

Saul Ortega
Chief Financial Officer

Approved by Commissioners' Court on the 10th day of May, 2005

Approved As To Form:

Atlas & Hall, L.L.P.

By: _____ *Date:* 8-9-05

Exhibit B
LOCKBOX PROCESSING AGREEMENT

In of the consideration of the mutual covenants and promises herein expressed, FIRST NATIONAL BANK, a national banking association with offices in Edinburg, Hidalgo County, Texas (Bank), and HIDALGO COUNTY, TEXAS (County), do hereby agree as follows:

ARTICLE I
Terms

The following terms shall have the meanings indicated:

1.1 Business Day - A day on which Bank is open for the general business of banking.

1.2 Instructions - A set of instructions, provided and executed by County and accepted by Bank, setting forth details as to how County desires Bank to handle items for county. One set of instructions shall be executed by County for each lockbox the County has with the Bank. A copy of instructions is attached hereto as Exhibit A

1.3 Items - Any and all checks, evidences of payments or accompanying documents delivered by U.S. mail or otherwise to lockbox (es) P.O. Box 4290, Edinburg Texas, 78540-4290.

1.4 Lockbox Processing - Opening and handling of items by the Bank for County pursuant to the instructions.

ARTICLE II
Rights and Duties

2.1 Bank agrees to use its best efforts to perform Lockbox Processing for County in accordance with County's instructions on Business Days to perform the Lockbox Processing as described herein.

2.2 Bank will use its best efforts to handle items in accordance with the instructions specifically including, but not limited to, numbered paragraph 5 on Schedule I to the Lockbox instructions attached hereto as Exhibit A and return to County, pursuant to the instructions, those items which are not identified by the instructions as acceptable for processing:

2.3 Items which are checks or drafts for which Bank unsuccessfully tries to receive a credit will be charged back to County's account(s) specified in the applicable instructions, (unless otherwise specified in writing), and such items, if available, will be returned along with the debit advice, to County.

2..4 Checks drawn in foreign currency will be handled on an individual collection basis

only, and Bank assumes no risk of loss nor any liability which any party, including County, may suffer by virtue of any fluctuation(s) in exchange rates(s).

2..5 The term of this Agreement shall commence on the10th day of May, 2005 , and shall terminate on the date of termination of that one certain Depository Agreement between the County and the Bank.

2..6 Bank shall indemnify County and hold County harmless for any act done or step taken or omitted by Bank or which in any manner may arise as a result of negligence by Bank or for any mistake in fact or law or for anything that Bank does or refrains from doing in connection with or as required by this Agreement.

2..7 Bank shall not be in default under this Agreement if Bank cannot perform its obligations hereunder due to the malfunction of the County's computer system, including both hardware and software, which malfunctions directly causes Bank to not fulfill its obligations under this Agreement. Bank shall not be responsible for the accuracy of tax statements mailed by County on written instructions given pursuant to this Agreement by County employees as authorized herein under paragraph 3.2.

2..8 In the event any Written Instructions relate to the processing of any items which are payable singularly or jointly to a person or entity other than County (Third Party), county expressly warrants that it has the authority and right to direct and control the funds presented by such items and that such authority and right has been expressly granted to it by such third Party and that County has the right and authority to direct the disposition of such funds.

ARTICLE III
Miscellaneous

3.1 Each set of Instructions shall be effective as to one and only one lockbox of County with the Bank and shall remain in effect until this Agreement is terminated or until such instructions have been superseded by subsequent written instructions which have been agreed to by the Bank in writing.

3.2 Instructions may be executed by any one of the following and on behalf of County:

Name: Armando Barrera, Jr.	Title: Tax Assessor/Collector
Name: Paul Villarreal	Title: Chief Operations Manager
Name: Yolanda Villescas	Title: Tax Collection Manager

3.3 Bank will honor oral changes to instructions given by the persons authorized under 3.2 above, provided such oral modifications are valid for a period not to exceed one week (seven working days) and such instructions do not change the procedures specified in the Lockbox instructions attached hereto as Exhibit A. Within one week of the issuance of such oral modification, duly executed superseding instructions must be received by the Bank or the previous instructions, without the oral modifications, shall again be in full force and effect.

3.4 This Agreement may not be modified in any manner without the express written consent of both parties, except as provided for in Section 3.3 hereof.

3.5 Upon termination of this Agreement by expiration or otherwise, paragraphs 2.6 and 2.8 shall survive termination with respect to any action or inaction taken with respect to this Agreement prior to the effective date of termination.

3.6 Notices shall be in writing and either delivered in person or given by first class U.S. Mail and shall be deemed received two (2) business days after the postmarked date if given by mail.

3.7 Notice shall be addressed as follows unless otherwise designated in writing:

If to Bank: FIRST NATIONAL BANK
P.O. Box 810
Edinburg, Texas 78577
Attn: Lock Box Department

If to County: COUNTY OF HIDALGO
Attn: County Judge
cc: Armando Barrera, Jr.
Tax Assessor/Collector
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

3.8 **Service Fees and Payment,** County shall pay the bank on a monthly basis, processing fees as follows:

Lock Box
Schedule of Fees

Set up fee per Document Type:	No Charge
Set up fee for Mark Sense:	No Charge
Payment processing per coupon:	$ .25
Per Item Deposit:	No Charge
Mail Preparation:	No Charge
Annual Box fee:	Cost
Monthly Maintenance fee:	$100
Exception Item: (if automated)	$ .25
Complete manual entry	$1.00
CD-ROM:	$10 per CD
File Transmission:	$10 per Transmission
Foreign Item Collection:	Cost
LockBox Research:	Not Applicable

3.9 This Agreement incorporates by reference any and all agreements set forth on the signature cards for the accounts referenced herein or in any applicable written instructions and any and all reasonable rules or regulations now or hereafter promulgated by Bank which relate to the type of accounts referenced herein or referenced in any applicable written instructions. In the event of a conflict, the terms of this Agreement shall be controlling.

3.10 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, except as Federal Law may otherwise apply.

3.11 Venue for any and all purposes under this Agreement shall be in Hidalgo County, Texas.

3.12 The undersigned represents and warrants that he/she has the requisite and necessary authority to execute this Agreement on behalf of County and that all necessary action has been take to authorize this Agreement and that this Agreement upon execution shall be a binding obligation of County.

EXECUTED this ___day of__, 2005, in Hidalgo County, Texas, but effective as of the date first set forth in paragraph 2.5 above.

Approved by Commissioners' Court
on 5-10-05-AR

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:
By: _____
Juan D. Salinas, III, County Clerk

FIRST NATIONAL BANK

By: _____
Saul Ortega, Chief Financial Officer

Approved by Commissioners' Court on the 10th day of May, 2005

Approved As To Form:

Atlas & Hall, L.L.P.

By: _____ *Date:* 8-9-05

SERVICES

In accordance with the Lockbox Processing bid specifications and requirements, First National Bank propose the following:

1) The following definitions shall apply to these specifications:

   a) Hits, Shorts, Overs, Partial Pymts ---Check and tax statement amounts match
   ---Current tax year
   ---Payable to: Armando Barrera, Jr.,
   Tax Assessor/Collector

   b) Multiples ---One check to pay several statements
   ---Several checks to pay one statement

   c) Hits, Shorts, Overs, Partial Pymts, ---Customer requests a receipt, and qualifies
   W/receipt requested. Place inall documents will be stapled to its different batch corresponding envelope, dated and forwarded to Tax Assessor/Collector's Office for processing

2) The Bank will have total jurisdiction of a Post Office box from approximately from May 10, 2005 to May 9, 2007 of the following year.

3) The County anticipates the bank will receive approximately 100,000 tax account payments through the Lockbox Processing.

4) The following steps, (not necessarily in the order shown) will be performed daily by the bank:

   a) Mail Pick-up
   b) Opening the mail
   c) Sorting the mail;
   d) Totaling the tax statements considered Hits, Shorts, Overs, Partial Payments
   e) Batching
   f) Filming of batches
   g) Posting of payments
   h) Delivery of completed work

5) That Bank proposes to process each statement under the following guidelines:

   a) Insure that each check is properly endorsed and made payable to Armando Barrera, Jr. Tax Assessor Collector.

   b) That each statement contains the taxpayer's identification number, tax years and amount due.

   c) Only current tax payments will be processed, if over, system will default to delinquent

years, or refund. If short, will be applied as a partial payment. Partial Payments should be accepted.

d) Exception (miss) statements such as: altered, receipt requested, incorrect tax year, any letter to the County; these types of statements will be segregated, dated, and given back to the Tax Assessors office for processing..

e) The Bank agrees to have in operation the following equipment:
   1) (2) Internet capable PC's that can VPN to Tax Office System
   2) Receipt Printers
   3) Report Printer (Laser Optional)

f) The bank also agrees to incur reasonable software and programming costs, to allow the bank access to County computer system for account purposes. The bank will be allowed to discuss any additional programming with the County vendor to minimize cost and receive the program in a manner, which provides service and reporting to both the bank and County.

g) The Bank will make its best effect to post all payments each day.

h) After receipt of processing, bank will deposit the tax payments directly into a Tax General account in the Tax Assessor/Collector's name. The total funds deposited will be logged daily. On the business day of the deposit, the bank shall make these funds available to the County.

i) The Bank will forward the posted tax statements and deposit receipts to the County the next business day.

j) Any and all daily reports furnished by the Bank will be those reports which are made available through the County's software.

k) The bank will furnish the County weekly CD's of all checks and coupons imaged.

6. Bank must accept tax payments over the counter at all bank locations during collection period of October 1 thru January 31st.

*The bank shall obtain further equipment as is necessary to perform the task hereunder.

AI-10950 **8.B.**

Health Division - FY09 SDI Grant Contract
CC REGULAR

Date: 09/09/2008
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Area: Health & Human Services Dept.

Information

CAPTION

1. Requesting authorization and approval to accept the attached SDI Grant Contract #2009-029541, Attachment #001, in the amount of $165,909.00 for the period 9/1/2008 to 8/31/2009.
2. Requesting authorization and approval of the attached SDI Grant Budget and Salary schedules for the period 9/1/2008 to 8/31/2009 (Acct. #8-1293-441-00-340-018-9).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1293-441-00-340-018-9-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $165,909.00 for the SDI Grant (contract 1 of 2) - CHS Prenatal Services for FY 2009. Grant period is from 9/1/08 to 8/31/09.

Revenue account# 8-1293-334-00-340-018-9-000 SDI Grant

Attachments

Link: FY09 SDI Contract
Link: FY09 SDI Budget
Link: FY09 SDI Salary

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/03/2008 07:40 AM	APRV
2	Manuel Chapa	Manuel Chapa	09/04/2008 03:17 PM	APRV
3	Auditor's Office	Becky Morales	09/05/2008 11:15 AM	APRV
4	Purchasing Department	Marty Salazar	09/05/2008 11:50 AM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 01:06 PM	APRV

Form Started By: Dan Beltran Started On: 09/02/2008 01:10 PM

Final Approval Date: 09/05/2008

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2009-029541 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $165,909.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2008 and ends on 08/31/2009. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2009-029541-001 CHS - Prenatal Services

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

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

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

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

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

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

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

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH & HUMAN SERVICES
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2009-029541
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000342855

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: CHS - Prenatal Services

TERM: 09/01/2008 THRU: 08/31/2009

SECTION I. STATEMENT OF WORK

Contractor shall provide or assure the provision of prenatal services for Title V-eligible clients prior to their eligibility for Children's Health Insurance Program (CHIP) perinatal benefits. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of prenatal services.

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

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

The following documents are incorporated by reference and made a part of this Program Attachment. These include:

- DSHS FY09 Title V Fee-For-Service Prenatal Renewal Contract Application;
- Contractor's Response to DSHS' FY 09 Title V Fee-for-Service Prenatal Renewal Contract Application;
- DSHS FY08 Title V Fee-For-Service Prenatal Contract Application;
- Contractor's Response to DSHS' FY 08 Title V Fee-for-Service Prenatal Contract Application;
- Title V Policies and Procedures Manual for Title V Maternal and Child Health Services, revised for FY09 or latest revision;
- DSHS Department of State Health Services Standards for Public Health Clinic Services, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2008, and Core Tool Monitoring Instructions, FY2008; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2008, and Title V Tool Monitoring Instructions, FY2008; or latest revision.

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

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

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

At least 30% of the total amount of this Program Attachment shall be for services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS: N/A.

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Prenatal) (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Prenatal) – 185 (Form EF21-12005);

- Title V Maternal-Child Services Report (Prenatal) – 186 (Form EF21-12005); and
- Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation should either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 458-7235.

MRRs should be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 458-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

No later than 60 days after the end of the Program Attachment term, Contractor shall submit the final Request for Advance or Reimbursement Form 270 (DSHS Form GC-10). The original, signed version of Form 270 should be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

Form 270 shall be emailed also to CDSB at cdsb@dshs.state.tx.us.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.994 and State

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

Total payments will not exceed $165,909.00.

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article I, Sections 1.03 and 1.04, are revised to include:

Contractor shall submit reports as deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article II, Sections 2.05 and 2.06, are revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this contract Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment may not exceed 25% of the amount DSHS pays Contractor for the provision of a given service. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the patient before submitting DSHS Program claims for allowable costs.

Pharmacy: If Contractor is dispensing and/or providing prescription medications, e.g., birth control pills, antibiotics, etc., on site, it shall have, at a minimum, a Class D pharmacy license as provided by the Texas Pharmacy Act, Occupations Code, Chapter 560, or shall dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from DSHS.

General Provisions, **Funding** Article III, Section 3.05, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.02, is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates.

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number and the closure, relocation, and/or opening of clinic site(s).

Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option. A Request for "Advance or Reimbursement", Form 270 (Form GC-10), or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the time frames indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

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

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor agrees to not seek additional reimbursement

or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Allowable Costs and Audit Requirements** Article VI, Section 6.02, is revised to include:

DSHS shall include in any financial audits of state funds received by Contractor under this Program Attachment a review to ensure compliance with the requirements of Department of State Health Services Rider 77, General Appropriations Act, 80th Legislature.

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

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

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

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

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

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

General Provisions, **Operations of Contractor** Article, Section 12.19, is revised to include:

DATE: September 2, 2008

DEPARTMENT HEAD: Eduardo Olicarez - Chief Administrative Officer **AI#10950**

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 8-1293-441-00-340-018-9-XXX (SDI Grant Contract)

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1293-441-00-340-018-9-113	Salaries - F/T Employees	125,084.00
8-1293-441-00-340-018-9-220	FICA	9,569.00
8-1293-441-00-340-018-9-230	Retirement	11,157.00
8-1293-441-00-340-018-9-250	Unemployment Compensation	625.00
8-1293-441-00-340-018-9-260	Worker's Compensation	4,090.00
8-1293-441-00-340-018-9-211	Health Insurance	15,262.00
8-1293-441-00-340-018-9-212	Life Insurance	122.00
8-1293-334-00-340-018-9-000	SDI Revenue	165,909.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 165,909.00

REASON: Implement SDI Grant Budget for the period 9/1/08 to 8/31/09

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
SDI EMPLOYEE SALARY SCHEDULE
8-1293-441-00-340-018-9

Term: 9/1/2008 - 8/31/2009

Slot #	Employee Name	Employee Title	Salary 9/1/2008 12/31/2008	Salary 1/1/2009 8/31/2009	Salary for 12 month Grant Period
018-G003		RN	$ 15,307.00	$ 32,144.70	$ 47,451.70
018-G014		Billing Clerk	$ 6,220.33	$ 13,062.70	$ 19,283.03
018-G013		Clerk Manager	$ 6,219.00	$ 13,059.90	$ 19,278.90
018-G007		Billing Coordinator	$ 12,089.00	$ 25,386.90	$ 37,475.90
018-G004		RN	$ 15,307.00	$ 32,144.70	$ 47,451.70
018-G018		Clinic Aide	$ 5,682.33	$ 11,932.90	$ 17,615.23
018-G012		Clerk Manager	$ 6,530.33	$ 13,713.70	$ 20,244.03
018-G005		RN	$ 15,306.00	$ 32,142.60	$ 47,448.60
018-G017		Billing Clerk	$ 5,682.33	$ 11,932.90	$ 17,615.23
018-G008		Social Worker	$ 11,237.00	$ 23,597.70	$ 34,834.70
018-G016		Eligibility Specialist	$ 5,923.67	$ 12,439.70	$ 18,363.37
018-G015		Eligibility Specialist	$ 5,924.33	$ 12,441.10	$ 18,365.43
018-G009		Social Worker	$ 11,237.00	$ 23,597.70	$ 34,834.70
018-G011		Maintenance Worker	$ 6,560.67	$ 13,777.40	$ 20,338.07
	Salary Totals		**$ 129,225.99**	**$ 271,374.60**	**$ 400,600.59**
	FICA	7.65%	$ 9,885.79	$ 20,760.16	$ 30,645.95
	Retirement	8.92%	$ 11,526.96	$ 24,206.61	$ 35,733.57
	Unemployment	0.50%	$ 646.13	$ 1,356.87	$ 2,003.00
	Worker's Comp.	3.27%	$ 4,225.69	$ 8,873.95	$ 13,099.64
	Health Insurance	$4,167/Yr.			$ 48,883.77
	Life Insurance	$33/Yr.			$ 387.86
	Fringe Benefit		**$ 26,284.57**	**$ 55,197.59**	**$ 130,753.79**
	Grand Total		**$ 155,510.56**	**$ 326,572.19**	**$ 531,354.38**

AI-10967 **9.A.**

Claim - Pueblo Tires & Service
CC REGULAR

Date: 09/09/2008
Submitted By: Diana Solis, ADULT PROBATION
Submitted For: Diana Solis
Department: ADULT PROBATION

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claim/invoice with authority for Hidalgo County Treasurer to issue a check in the amount of $32.17 for the following invoice after it has been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

Invoice #	Vendor	Description	Amount
63553	Pueblo Tires & Service	Oil Change	$32.17

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1297-423-00-320-005-8-434
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 09-02-08 $486.96

Attachments

Link: Pueblo Tires & Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/03/2008 11:03 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/04/2008 10:18 AM	APRV
3	Auditor's Office	Becky Morales	09/04/2008 12:01 PM	APRV
4	Purchasing Department	Marty Salazar	09/04/2008 12:22 PM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 07:55 AM	APRV

Form Started By: Diana Solis Started On: 09/03/2008 10:50 AM

Final Approval Date: 09/05/2008

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

RICARDO P. RODRIGUEZ, JR.
JUDGE 92ND DISTRICT COURT

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

MARIO E. RAMIREZ, JR.
JUDGE 332ND DISTRICT COURT

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540
Phone (956) 587-6000
Fax (956) 318-2488

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

THOMAS P. WINGATE
JUDGE 430TH DISTRICT COURT

RODOLFO "RUDY" GONZALEZ
JUDGE COUNTY COURT AT LAW NO. 1

JAIME J. PALACIOS
JUDGE COUNTY COURT AT LAW NO. 2

FEDERICO (FRED) GARZA, JR.
JUDGE COUNTY COURT AT LAW NO.4

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

August 28, 2008

Commissioners Court
Hidalgo County
Edinburg, Texas 78540

REF: Pueblo Tires & Service Inv#63553 dated 7/31/08 for $32.17
Budget account # 8-1297-423-00-320-005-8-434

Commissioners Court:

The Hidalgo County Restitution Center has a total of five vans. On 7/31/08, unit #4 was taken to Pueblo Tires for an oil change due to an open purchase order #598124. The purchase order listed only unit #1, #2, and #3 making this oil change a claim.

I am requesting that payment be made to Pueblo Tires for the oil change on unit #4 in the amount of $32.17.

Respectfully,

Joe Lopez
Asst. Director

JL/ds
Attachments

CONTROL # 451488

REMIT ALL PAYMENTS TO:
BUSINESS OFFICE
1919 W. BUSINESS 83
MC ALLEN, TX 78501

Inv Date	Cust#	Order#	Page	Inv#
07/31/08	100959	70705	1	6.3553

PUEBLO TIRES #05
620 W. UNIVERSITY DR.
EDINBURG, TX 78539
(956)383-2851

Sold To: HIDALGO COUNTY
DETTITUTION CENTER
1124 N. M ROAD
EDINBURG, TX 78539

License:205791
Mileage:168,795 06 FORD F350
Vin# 1FB2231L28HA80364 Unit #4
Ship To: HIDALGO COUNTY

Charge

P/O#	Slm	M-Phone	O-Phone	Ship Via
598124	338	(956)381-0733		INSTALLED

Item#	Description	Qty Ord	Qty Shp	FET	Price	Net
LOF	LUBE, OIL & FILTER	1	1		0.00	0.00
SL	SERVICE LABOR	1	1		5.25	5.25
M4651	OIL FILTER	1	1		5.99	5.99
5W30B	KENDALL 5W30 MOTOR OIL BULK	7	7		2.99	20.93
	*CHASSIS LUBED __Y___					
	*FLUIDS CHECKED _Y___					
	*AIR PRESSURE CHECKED __Y__					
	*BELTS AND HOSES CHECKED _Y___					
	*AIR FILTER CHECKED _Y___					
	*TD _0_/32NDS LEFT FRONT					
	*TD _0_/32NDS LEFT REAR					
	*TD _0_/32NDS RIGHT REAR					
	*TD _0_/32NDS RIGHT FRONT					
	*ENGINE OIL SHOULD BE CHANGED EVERY					
	*3000 MILES OR 3 MONTHS. YOUR NEXT					
	*SERVICE IS DUE ON 171795 MILES OR					
	*10-31-08					
	*UNIT#04					
TY	THANK YOU & PLEASE COME AGAIN	1	1		0.00	0.00

PUEBLO TIRES . . .

8-1297-423-00-320-005-8-434

**********THANK YOU**********
YOUR BUSINESS IS APPRECIATED

8.28.08

SubTot Parts:	26.92
SubTot Labor:	5.25

NET 10TH

INVOICE RECEIVED BY: 8/1/08
on

24 HOUR ROAD SERVICE AVAILABLE

GOODS/SERVICES RECEIVED BY:

LUGNUTS SHOULD BE CHECKED FOR PROPER TORQUE WITHIN THE FIRST 50 MILES OF USE.

Inv Total : 32.17

X

Purchase Order

COUNTY OF HIDALGO

PO#: 598124

DATE: 01/29/08

VENDOR: 91987 REQ:00125966
FAX (956)382-6859 Email:
Phone:(956)682-7800
PUEBLO TIRES & SERVICE
ATTN: CREDIT DEPT
1919 W. HWY. 83
MCALLEN TX 78501

BUYER:
SHIP TO: ADULT PROBATION
3100 S BUSINESS HWY 281
EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: ADULT PROBATION

Special Instructions:
Req.#347

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
1	EACH	Blanket Purchase Order: for brakes,rotors & other minor repairs such as oil changes, a/c vehicle, tune ups, inspection sticker, wheel alignment, tire repairs & spark plugs on following three (3) vehicles VAN#1 license plate 1025248; VAN#2 license plate 1025247; VAN#3 license plate 206218.	750.00	750.00
		Total		750.00

****

For Hidalgo County use only

8-1297-423-00-320-005-8-434 750.00

Approved

A

Authorized by: Martha L. Salazar

AI-10954 **10.A.**

claim item

CC REGULAR

Date: 09/09/2008

Submitted By: Letty Perez, J.P. 3, 2

Department: J.P. 3, 2

Information

CAPTION

Discussion, consideration, acceptance and approval of claim/invoice with authority for Auditor to issue payment after auditing procedures are completed: For Xerox digital copier with network printing contract for 2007 State PO#C-1080-7-920 #131275

Vendor	Invoice Date	Amount
Xerox	02/02/08	258.59
Xerox	03/02/08	258.59
Xerox	04/02/08	258.59
Xerox	05/02/08	258.59
Xerox	06/02/08	258.59
Xerox	07/02/08	258.59
Xerox	08/02/08	258.59
Xerox	09/02/08	258.59

BACKGROUND

From acct# 8-1100-412-00-066-001-0-442

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-412-00-066-001-0-442

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

BUDGETARY IMPACT:

Available balance as of 09/04/08 $ 2,268.45.

Attachments

Link: claim item

Link: invoices

Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/03/2008 07:48 AM	APRV
2	Erika Reyna	Erika Reyna	09/04/2008 10:31 AM	APRV
3	Auditor's Office	Becky Morales	09/05/2008 10:44 AM	APRV
4	Purchasing Department	Marty Salazar	09/05/2008 02:50 PM	APRV

5	Court Administrator	Angela Garcia	09/05/2008 03:04 PM	APRV
Form Started By: Letty Perez			Started On: 09/02/2008 02:53 PM	
Final Approval Date: 09/05/2008				

Discussion, consideration, acceptance and approval of claim/invoice with authority for Auditor to issue payment after auditing procedures are completed: For Xerox digital copier with network printing contract for 2007 State PO#C-1080-7-920 #131275

From acct# 8-1100-412-00-066-001-0-442

Vendor	Invoice Date	Amount
Xerox Capital Services LLC	02/02/08	$258.59
	03/02/08	$258.59
	04/02/08	$258.59
	05/02/08	$258.59
	06/02/08	$258.59
	07/02/08	$258.59
	08/02/08	$258.59

XEROX

Customer Information

Direct Inquiries and Correspondence To:
XEROX CAPITAL SERVICES, LLC
PUBLIC SECTOR
CUSTOMER BUSINESS CENTER
P O BOX 660502
DALLAS, TX 75266-0502

Telephone 888-435-6333
www.xerox.com/eSupportCentre

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

Purchase Order Number
131275
Special Reference

Contact Number
036
Terms and Conditions of Payment
PAYABLE ON RECEIPT

Ship To/Installed At
COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To:
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Invoice Date
02/02/08
Invoice Number
597960458
Customer Number
959463209

For Address Corrections, Please see the reverse side of your orginal invoice

Invoice

INVOICE FOR THE MONTHLY PAYMENT ON YOUR XEROX LEASE AGREEMENT.

SHEE COPIER SERIAL NUMBER TFW-025209

MONTHLY PAYMENT	$258.59
TOTAL PAYMENT DUE	$258.59

DUPLICATE INVOICE

INVOICE 10 OF YOUR 36 MONTH CONTRACT

Payment

Please detach the payment portion and return with your remittance

Ship To/Installed At
COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To:
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

When Paying By Mail
Send Payment To:
XEROX CORPORATION
P.O. BOX 7405
PASADENA, CA
91109-7405

For Xerox Use Only

PLEASE PAY THIS AMOUNT-> $258.59

00-495-2792 959463209 597960458 02/02/08

XEROX

Customer Information

Direct Inquiries and Correspondence To:
XEROX CAPITAL SERVICES, LLC
PUBLIC SECTOR
CUSTOMER BUSINESS CENTER
P O BOX 660502
DALLAS, TX 75266-0502

Telephone 888-435-6333
www.xerox.com/eSupportCentre

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

Purchase Order Number
131275
Special Reference

Contact Number
036
Terms and Conditions of Payment
PAYABLE ON RECEIPT

Ship To/Installed At
COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To:
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Invoice Date
03/02/08
Invoice Number
598022262
Customer Number
959463209

For Address Corrections, Please see the reverse side of your orginal invoice

Invoice

INVOICE FOR THE MONTHLY PAYMENT ON YOUR XEROX LEASE AGREEMENT.

SHEE COPIER SERIAL NUMBER TFW-025209

MONTHLY PAYMENT $258.59

TOTAL PAYMENT DUE $258.59

DUPLICATE INVOICE

INVOICE 11 OF YOUR 36 MONTH CONTRACT

Payment

Please detach the payment portion and return with your remittance

Ship To/Installed At
COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To:
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
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78572

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XEROX CORPORATION
P.O. BOX 7405
PASADENA, CA
91109-7405

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PLEASE PAY THIS AMOUNT-> $258.59

00-495-2792 959463209 598022262 03/02/08

XEROX

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730 BREYFOGLE RD
MISSION TX
78572

Bill To:
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Invoice Date
04/02/08
Invoice Number
598083795
Customer Number
959463209

For Address Corrections, Please see the reverse side of your orginal invoice

Invoice

INVOICE FOR THE MONTHLY PAYMENT ON YOUR XEROX LEASE AGREEMENT.

SHEE COPIER SERIAL NUMBER TFW-025209

MONTHLY PAYMENT	$258.59
TOTAL PAYMENT DUE	$258.59

DUPLICATE INVOICE

INVOICE 12 OF YOUR 36 MONTH CONTRACT

Payment

Please detach the payment portion and return with your remittance

Ship To/Installed At
COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To:
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78572

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XEROX CORPORATION
P.O. BOX 7405
PASADENA, CA
91109-7405

For Xerox Use Only

PLEASE PAY THIS AMOUNT-> $258.59

00-495-2792 959463209 598083795 04/02/08

XEROX

Customer Information

Direct Inquiries and Correspondence To:
XEROX CAPITAL SERVICES, LLC
PUBLIC SECTOR
CUSTOMER BUSINESS CENTER
P O BOX 660502
DALLAS, TX 75266-0502

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www.xerox.com/eSupportCentre

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FREE NUMBER
1-800-822-2200

Purchase Order Number
131275
Special Reference

Contact Number
036
Terms and Conditions of Payment
PAYABLE ON RECEIPT

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COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To:
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Invoice Date
05/02/08
Invoice Number
598144330
Customer Number
959463209

For Address Corrections, Please see the reverse side of your orginal invoice

Invoice

INVOICE FOR THE MONTHLY PAYMENT ON YOUR XEROX LEASE AGREEMENT.

SHEE COPIER SERIAL NUMBER TFW-025209

MONTHLY PAYMENT	$258.59
TOTAL PAYMENT DUE	$258.59

DUPLICATE INVOICE

INVOICE 13 OF YOUR 36 MONTH CONTRACT

Payment

Please detach the payment portion and return with your remittance

Ship To/Installed At
COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To:
COUNTY OF HIDALGO
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STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

When Paying By Mail
Send Payment To:
XEROX CORPORATION
P.O. BOX 7405
PASADENA, CA
91109-7405

For Xerox Use Only

PLEASE PAY THIS AMOUNT-> $258.59

00-495-2792 959463209 598144330 05/02/08

XEROX

Customer Information

Direct Inquiries and Correspondence To:
XEROX CAPITAL SERVICES, LLC
PUBLIC SECTOR
CUSTOMER BUSINESS CENTER
P O BOX 660502
DALLAS, TX 75266-0502

Telephone 888-435-6333
www.xerox.com/eSupportCentre

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Purchase Order Number
131275
Special Reference

Contact Number
036
Terms and Conditions of Payment
PAYABLE ON RECEIPT

Ship To/Installed At
COUNTY OF HIDALGO
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730 BREYFOGLE RD
MISSION TX
78572

Bill To:
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Invoice Date
06/02/08
Invoice Number
598202773
Customer Number
959463209

For Address Corrections, Please see the reverse side of your orginal invoice

Invoice

INVOICE FOR THE MONTHLY PAYMENT ON YOUR XEROX LEASE AGREEMENT.

SHEE COPIER SERIAL NUMBER TFW-025209

MONTHLY PAYMENT	$258.59
TOTAL PAYMENT DUE	$258.59

DUPLICATE INVOICE

INVOICE 14 OF YOUR 36 MONTH CONTRACT

Payment

Please detach the payment portion and return with your remittance

Ship To/Installed At
COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To:
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MISSION TX
78572

When Paying By Mail
Send Payment To:
XEROX CORPORATION
P.O. BOX 7405
PASADENA, CA
91109-7405

For Xerox Use Only

PLEASE PAY THIS AMOUNT-> $258.59

00-495-2792 959463209 598202773 06/02/08

XEROX

Customer Information

Direct Inquiries and Correspondence To:
XEROX CAPITAL SERVICES, LLC
PUBLIC SECTOR
CUSTOMER BUSINESS CENTER
P O BOX 660502
DALLAS, TX 75266-0502

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Purchase Order Number
131275
Special Reference

Contact Number
036
Terms and Conditions of Payment
PAYABLE ON RECEIPT

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730 BREYFOGLE RD
MISSION TX
78572

Bill To:
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Invoice Date
07/02/08
Invoice Number
598261319
Customer Number
959463209

For Address Corrections, Please see the reverse side of your orginal invoice

Invoice

INVOICE FOR THE MONTHLY PAYMENT ON YOUR XEROX LEASE AGREEMENT.

SHEE COPIER SERIAL NUMBER TFW-025209

MONTHLY PAYMENT	$258.59
TOTAL PAYMENT DUE	$258.59

DUPLICATE INVOICE

INVOICE 15 OF YOUR 36 MONTH CONTRACT

Payment

Please detach the payment portion and return with your remittance

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COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To:
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STE A PCT 3 PL 2
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MISSION TX
78572

When Paying By Mail
Send Payment To:
XEROX CORPORATION
P.O. BOX 7405
PASADENA, CA
91109-7405

For Xerox Use Only

PLEASE PAY THIS AMOUNT-> $258.59

00-495-2792 959463209 598261319 07/02/08

XEROX

Customer Information

Direct Inquiries and Correspondence To:
XEROX CAPITAL SERVICES, LLC
PUBLIC SECTOR
CUSTOMER BUSINESS CENTER
P O BOX 660502
DALLAS, TX 75266-0502

Telephone 888-435-6333
www.xerox.com/eSupportCentre

THE EASY WAY
TO ORDER SUPPLIES
CALL OUR TOLL
FREE NUMBER
1-800-822-2200

Purchase Order Number
131275
Special Reference

Contact Number
036
Terms and Conditions of Payment
PAYABLE ON RECEIPT

Ship To/Installed At
COUNTY OF HIDALGO
COURT CO-ORDINATOR
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730 BREYFOGLE RD
MISSION TX
78572

Bill To:
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Invoice Date
08/02/08
Invoice Number
598320132
Customer Number
959463209

For Address Corrections, Please see the reverse side of your orginal invoice

Invoice

INVOICE FOR THE MONTHLY PAYMENT ON YOUR XEROX LEASE AGREEMENT.

SHEE COPIER SERIAL NUMBER TFW-025209

MONTHLY PAYMENT	$258.59
TOTAL PAYMENT DUE	$258.59

DUPLICATE INVOICE

INVOICE 16 OF YOUR 36 MONTH CONTRACT

Payment

Please detach the payment portion and return with your remittance

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STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To:
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78572

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PASADENA, CA
91109-7405

For Xerox Use Only

PLEASE PAY THIS AMOUNT-> $258.59

00-495-2792 959463209 598320132 08/02/08

Customer Information

Refer Inquiries and Correspondence to:
XEROX CAPITAL SERVICES, LLC
PO BOX 660502
DALLAS TX
75266-0501
2673

THE EASY WAY TO ORDER SUPPLIES CALL OUR TOLL FREE NUMBER 1-800-822-2200

Purchase Order Number
131275
Special Reference

Contract Number
959463209
Terms and Conditions of Payment
PAYMENT DUE 09-23-08

Telephone 888-435-6333

Ship To/Installed At
COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

FOR ADDRESS CORRECTION SEE REVERSE SIDE.

Bill To
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Invoice Date
09-02-08
Invoice Number
598377656
Customer Number
959463209
Please reference this number on all inquiries to Xerox.

Invoice

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT

WC123 DUPLEX/DADSERIAL NUMBER TFW-025209

PERIOD PAYMENT $258.59

TOTAL PAYMENT DUE $258.59

ASSOCIATED SERIAL NUMBERS:
23-28FAX 23-28HDD FINSHR HICAPFEED

INVOICE RECEIVED BY:
on 9-3-08
GOODS/SERVICES RECEIVED BY:
on 9-3-08

INVOICE 17 OF YOUR 36 PERIOD CONTRACT

Payment

PLEASE INCLUDE THIS STUB WITH YOUR PAYMENT, OR WRITE YOUR INVOICE NUMBER(S) ON YOUR CHECK.

Ship To/Installed At
COUNTY OF HIDALGO
COURT CO-ORDINATOR
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

Bill To
COUNTY OF HIDALGO
RIGHT OF WAY
STE A PCT 3 PL 2
730 BREYFOGLE RD
MISSION TX
78572

When Paying By Mail Send Payment To:
XEROX CORPORATION
P.O. BOX 7405
PASADENA, CA
91109-7405

☐ Please check here if your "Bill To" address or "Ship To/Installed At" location has changed and complete reverse side.

05-879-7374 959463209 598377656 09-02-08

PLEASE PAY THIS AMOUNT

Invoice Amount
$258.59

2981 F006244

202100008070060 5983776560 0300258592 295946320958

AI-10990 **11.A.**

Hidalgo/Willacy Housing Corp.
CC REGULAR

Date: 09/09/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

1. Approval to accept resignation of Joe M. Flores as Director of Hidalgo/Willacy Housing Finance Corporation.
2. Approval to appoint board member in order to fill vacancy to the Hidalgo/Willacy Housing Finance Corporation.

BACKGROUND

Recommendation - Mr. Juan D. Salinas, III

(Letter attached)

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: J.Flores letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 09:22 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/05/2008 11:44 AM	APRV
3	Auditor's Office	Becky Morales	09/05/2008 03:00 PM	APRV
4	Purchasing Department	Marty Salazar	09/05/2008 03:14 PM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 03:26 PM	APRV

Form Started By: Estella Webber — Started On: 09/04/2008 08:59 AM

Final Approval Date: 09/05/2008

HIDALGO/WILLACY HOUSING FINANCE CORPORATION

1916 TESORO BLVD., • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 787-5291
E-mail: ucp@bizrgv.rr.com

To: Sylvia S. Handy, President
1902 Joe Stephens Ave.
Weslaco, Texas 78596

From: Joe M. Flores
724 North Breyfogle
Mission, Texas 78574

Date: September 3, 2008

Re: Resignation from Hidalgo/Willacy Housing Finance Corp. Board

Madam President,

Please accept this letter as notice of my resignation as board member of the Hidalgo/Willacy Housing Finance Corporation.

I want to take this time to thank you for the opportunity to serve on this prestigious board. I have all the confidence that you and the Board will continue doing a great job taking care of the Citizens of Hidalgo/Willacy County. Best wishes on all the plans and projects that you have for this great county.

If you have any questions, please do not hesitate to call me at (956) 205-7000.

Sincerely,

Joe M. Flores, Director
Hidalgo/Willacy Housing Finance Corp.

cc: Hector "Tito" Palacios, H.W.H.F.C. Board Member
Diana R. Serna, Hidalgo Urban County Program Director
File

Equal Housing Opportunity
Equal Employment Opportunity Employer

AI-11001 **11.B.**

Clearance & Demolition project - City of Donna
CC REGULAR

Date: 09/09/2008
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Area: Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract with Jose D. Martinez in the amount of $7,380.00 for the Clearance & Demolition project utilizing Year 20 (2008) funds.

BACKGROUND

City of Donna has requested and received quotes for a Clearance and Demolition project to include the demolishing and clearance of three residential properties in designated slum & blighted areas within the City of Donna. The lowest quote was received from Jose D. Martinez in the amount of $7,380.00.

(See attached Price Quotation approval sheet.)

Contract Amount: $ 7,380.00
Funds Available: $ 7,500.00 (2008 FY 20)

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County funds will be used for Clearance and Demolition project.

Contract Amount: $ 7,380.00
Funds Available: $ 7,500.00 (2008 FY 20)

Attachments

Link: project price quotes
Link: city letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 01:16 PM	APRV
2	Veronica Lopez	Veronica Lopez	09/04/2008 02:31 PM	APRV
3	Auditor's Office	Becky Morales	09/05/2008 10:47 AM	APRV

4	Purchasing Department	Marty Salazar	09/05/2008 11:54 AM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 01:06 PM	APRV

Form Started By: Estella Webber Started On: 09/04/2008 11:31 AM

Final Approval Date: 09/05/2008

URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

Price Quotations

VENDOR #1

Name: JOSE D MARTINEZ **Person Contacted:** JOE MARTINEZ **Phone:** 956.884.0865
Address: 6321 OLD LA BLANCA RD DONNA, TX 78537

Item#	Quantity	Description	Amount
	1	LEAL, RAFAEL 519 S. 10TH ST. C500-00-003-0019-00	$2,200.00
	1	MORENO, ROSA 424 S. 16TH ST. M4100-00-004-0013-00	$2,580.00
	1	WEAVER, ROY 223 TYAN U3590-00-000-0030-00	$2,600.00

TOTAL: $7,380.00

VENDOR #2

Name: RODOLFO RODRIGUEZ **Person Contacted:** RODOLFO RODRIGUEZ **Phone:** 956.650.0011
Address: 1638 S. GEORGIA MERCEDES, TX 78570

Item#	Quantity	Description	Amount
	1	LEAL, RAFAEL 519 S. 10TH ST. C500-00-003-0019-00	$2,575.00
	1	MORENO, ROSA 424 S. 16TH ST. M4100-00-004-0013-00	$2,700.00
	1	WEAVER, ROY 223 TYAN U3590-00-000-0030-00	$3,100.00

TOTAL: $8,375.00

VENDOR #3

Name: RUFINO LOPEZ **Person Contacted:** RUFINO LOPEZ **Phone:** 956.463.9190
Address: 306 N. 17TH ST. DONNA, TX 78537

Item#	Quantity	Description	Amount
	1	LEAL, RAFAEL 519 S. 10TH ST. C500-00-003-0019-00	$2,595.00
	1	MORENO, ROSA 424 S. 16TH ST. M4100-00-004-0013-00	$3,253.00
	1	WEAVER, ROY 223 TYAN U3590-00-000-0030-00	$3,059.00

TOTAL: $8,907.00

Recommendation: (See next page)

Requested by: City of Donna 9/3/08 **Approved by:** Liana R Lerma 9-4-08
City/Precinct Date for CDBG Manager Date

Form UCA - 5

URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

Price Quotations

VENDOR #1

Name: SOUTH-EAST HOME SERVICES **Person Contacted:** JIMMY **Phone:** NO # PROVIDED

Address: 455 OLD PORT ISABEL RD. BROWNSVILLE, TX 78521

Item#	Quantity	Description	Amount
	1	LEAL, RAFAEL 519 S. 10TH ST. C500-00-003-0019-00	$4,300.00
	1	MORENO, ROSA 424 S. 16TH ST. M4100-00-004-0013-00	$4,000.00
	1	WEAVER, ROY 223 TYAN U3590-00-000-0030-00	$5,500.00

TOTAL: $13,800.00 ✓

VENDOR #2

Name: GEORGE LEAL **Person Contacted:** GEORGE LEAL **Phone:** 956.686.3140

Address: 4418 W. BUS 83 MCALLEN, TX 78501

Item#	Quantity	Description	Amount
	1	LEAL, RAFAEL 519 S. 10TH ST. C500-00-003-0019-00	$3,314.30
	1	MORENO, ROSA 424 S. 16TH ST. M4100-00-004-0013-00	$6,288.00
	1	WEAVER, ROY 223 TYAN U3590-00-000-0030-00	$3,615.60

TOTAL: $13,217.90

VENDOR #3

Name: _____ **Person Contacted:** _____ **Phone:** _____

Address: ~~306 N. 17TH ST. DONNA, TX 78537~~

Item#	Quantity	Description	Amount

Recommendation: THE LOWEST QUOTE FOR THE CLEARANCE AND DEMOLITION PROJECT IS JOSE D. MARTINEZ WITH THE TOTAL OF $7,380.00, THEREFORE WE ARE REQUESTING TO PROCEED WITH HIS SERVICES. IF ANY QUESTIONS OR CONCERNS PLEASE CONTACT ME. THANK YOU.

Requested by: City of Donna 9/3/08 **Approved by:** _____

City/Precinct Date CDBG Manager Date

Form UCA - 5

JOSE D. MARTINEZ
6321 OLD LA BLANCA RD.
DONNA, TX 78537
956-884-0865

Attn: ADRIANA SOLIS
'CLEARAMCE AND DEMOLITION'
CITY OF DONNA
5008-15-400-5000-1500

City of Donna
The Heart of the Valley

Quote Sheet

	Owners Name	Address	Property I.D.	Amount
1)	Leal, Rafael	519 S. 10th St.	C5000-00-003-0019-00	$2,200.00
	Property Description:	22' x 23' = 506 sq. ft. Wood/block frame Concrete foundation (Contractor must remove all trash & debris)		
2)	Moreno, Rosa	424 S. 16th St.	M4100-00-004-0013-00	$2,580.00
		22' x 24' = 552 sq. ft. Wood frame (Contractor must remove all trash & debris)		
3)	Weaver, Roy	223 Tyan	U3590-00-000-0030-00	$2,600.00
		30' x 32' = 960 sq. ft. Mobile Home Wood frame / Aluminum Siding Concrete Runners (Contractor must remove all trash & debris)		TOTAL $7,380.00

Jose D MARtinez
Name Authorized Agent

(956) 884-0865
Phone / Fax / Cell

6321 old la Blanca Rd
Address Donna TX 78537

Joe MARtinez
Contact Person

Signature/ in blue ink

City of Donna
The Heart of the Valley

September 4, 2008

Mr. Antonio "Tony" Barco
CDBG Manager
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Ref: Clearance & Demolition Project

Dear Mr. Barco,

Please be advised that the City of Donna received 5 quotes from contractors for clearance and demolition for the following properties.

- 519 S. 10th St
- 424 S. 24th St
- 223 Tyan St

The lowest quote of the 5 we received was from Jose D. Martinez, who turned in the lowest quote at $7,380.00. At this time we are requesting that the item be placed on the agenda at the next County Commissioners meeting for their consideration. Enclosed you will find the documentation relating to the project as was requested by your office.

If you should have any questions, please contact me at (956) 464-3314.

Thank You,

P.R. Avila II
City Manager

Enclosures

SEP 4 2008

307 S. 12th St. Donna, Texas 78537 (956) 464-3314 Fax (956) 464-9923

AI-10973 **12.A.**

Cell Phone Replacement
CC REGULAR

Date: 09/09/2008
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Area: Planning Department

Information

CAPTION

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

Department Name:	Name of Employee:	Equipment Type:	One Time Equipment Charge:
Planning Department	Jose R. Tovar	IC 502	$50.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-419-10-210-001-0-664
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $0.29 as of 9/4/08. Additional funding is pending transfer AI-11004 in the amount of $200.00.

Attachments

Link: Cell Phone Replacement
Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/03/2008 04:15 PM	APRV
2	Dale Kennan	Dale Kennan	09/04/2008 08:45 AM	APRV
3	Auditor's Office	Becky Morales	09/04/2008 12:00 PM	APRV
4	Dale Kennan	Dale Kennan	09/04/2008 01:32 PM	APRV
5	Purchasing Department	Marty Salazar	09/04/2008 04:43 PM	APRV
6	Court Administrator	Angela Garcia	09/05/2008 07:55 AM	APRV

Form Started By: Griselda Salazar Started On: 09/03/2008 03:12 PM

Final Approval Date: 09/05/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☒ Other replacing telephone(ic502)

(2) Requesting employee/position: Jose R. Tovar Engineering Tech. II (See attached Memo) (956)648-7780

Employee ID #: 140619 Office: _____ **Budget Acct. #:** 8-1100-419-10-210-001-0-532

(3) Type of duties:

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

(4) Describe how cell phone will be used: We currently conduct approximately 4,000 field inspections per year and find it necessary to communicate with the applicant and our office to locate site or to clarify requests. Currently my inspectors utilize their personal cellular phones when communicating with the applicant on issues that arise in the field.

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

Sprint	☐ Other	☒ BE1000	☐ Data Plan	☒ Equipment Type	☒ Equipment Cost
Plan Cost	$____	$55.00	$55.00	IC502	$ 50.00

(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 _____ Carrying case _____ Extra battery _____ Other:_____

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

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
	Tomas J. Arredondo	9-2-08 3:48 p.m

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

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

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Irma Celia Castillo 9/3/08

2008 SEP 4 AM 8 41
HIDALGO COUNTY
BUDGET OFFICE

TO: RENAN RAMIREZ, CHIEF INFORMATION OFFICER
I T DEPARTMENT

FROM: IRMA CELIA CASTILLO, EXECUTIVE ASS'T
HIDALGO COUNTY PLANNING DEPT.

FOR: RAUL E. SESIN, P.E., CFM, ADMINISTRATOR
HIDALGO COUNTY PLANNING DEPT.

DATE: SEPTEMBER 3, 2008

RE: REPLACING EXISTING PHONE (956)648-7780

Mr. Ramirez:

I am requesting an ic501 cellular phone, with the number mentioned above, be replaced. As Jose R. Tovar was working at Moonlight Subdivision, pulling on a large water hose, the hose knocked the cellular phone out and fell into the flooded water. Mr. Tovar did look for the phone and could not find it.

Thank You.

AI-10993 **12.B.**

Final Approval for Sekula Farms, Inca Trails & Final Approval with Financial Guarantee Ruben Rodriguez Subdivisions

CC REGULAR

Date: 09/09/2008
Submitted By: Anna Galvan, BUDGET & MANAGEMENT
Submitted For: Planning Dept.
Department: BUDGET & MANAGEMENT
Agenda Area: Planning Department

Information

CAPTION

1. Final Approval
   A. Sekula Farms Subdivision - Pct. 4 (Joseph Sekula)
   B. Inca Trail Subdivision - Pct. 2 (Oscar Santos)
2. Final Approval with Financial Guarantee
   A. Ruben Rodriguez Subdivision - Pct. 3 (Ruben Rodriguez)

BACKGROUND

Fiscal Impact

Attachments

Link: Sekula - Final
Link: Sekula; Plat
Link: Inca - Final
Link: Inca; Plat
Link: Ruben R. - Final
Link: Ruben R.; Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 10:49 AM	APRV
2	Dale Kennan	Dale Kennan	09/04/2008 11:12 AM	APRV
3	Auditor's Office	Becky Morales	09/05/2008 10:51 AM	APRV
4	Purchasing Department	Marty Salazar	09/05/2008 11:52 AM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 01:06 PM	APRV
Form Started By: Anna Galvan			Started On: 09/04/2008 09:12 AM	
Final Approval Date: 09/05/2008				

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: September 3, 2008

RE: **Sekula Farms Subdivision – Pct. 4**
Final Approval

Sekula Farms Subdivision is a one (1) commercial lot subdivision located along the Southside of Cibolo Road and approximately 3,675 feet East from US Expressway 281.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 12, 2005. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

Sanitary Services will be provided by the City of Edinburg.

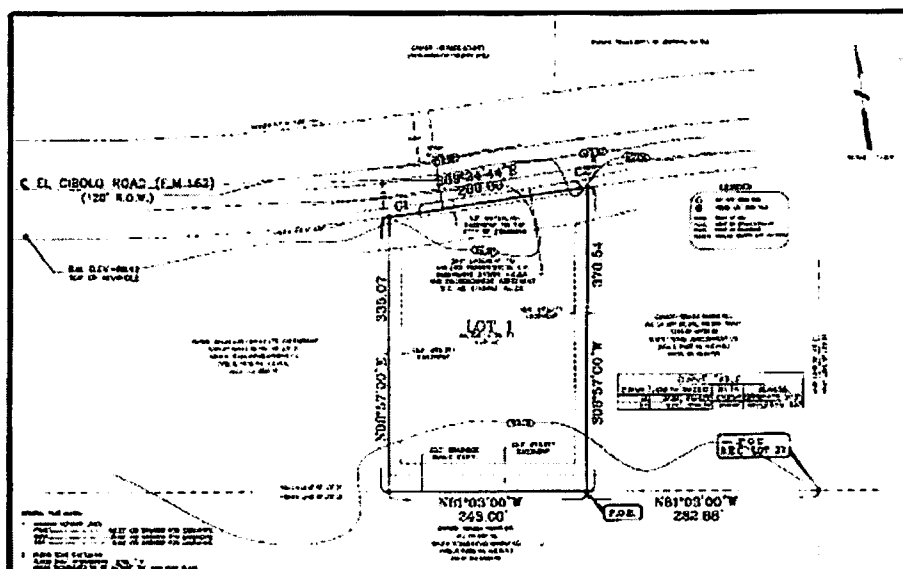
Water Services will be provided by the City of Edinburg. There is an existing sixteen (16) inch waterline on El Cibolo Road that will serve as the primary source of water for the proposed development.

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

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **September 2, 2008.**

SEKULA FARMS SUBDIVISION

HIDALGO COUNTY, TEXAS



LOCATION MAP

SALINAS ENGINEERING & ASSOCIATES

CONSULTING ENGINEERS & SURVEYORS

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: September 3, 2008

RE: **Inca Trail Subdivision – Pct. 2**
Final Approval

Inca Trail Subdivision is a twenty (20) lot subdivision located on the West side of Alamo Road and 315.12 feet South of Minnesota Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 7, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Alamo Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

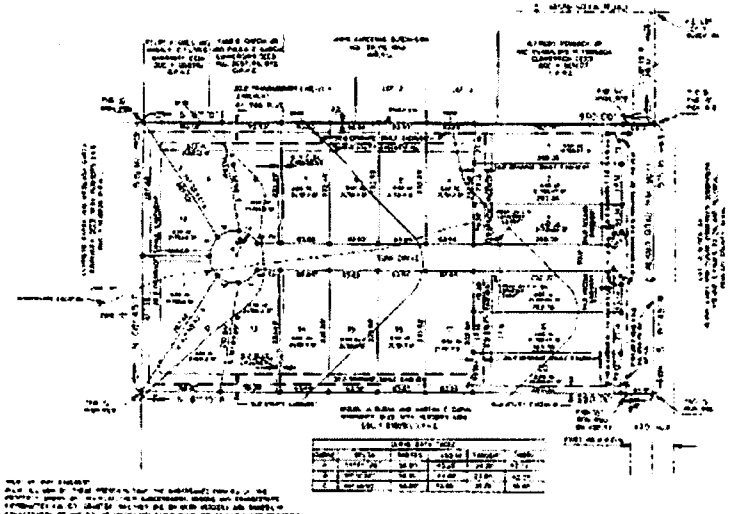
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) waterline on Alamo 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 July 24, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **September 2, 2008.**

INCA TRAIL SUBDIVISION



NAIN ENGINEERING, L.L.C.

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: September 3, 2008

RE: **Ruben Rodriguez Subdivision– Pct. 3**
Final Approval with Financial Guarantee

Ruben Rodriguez Subdivision is a three (3) lot subdivision located on the South side of 7 Mile Line Road approximately 264 feet East of Stewart Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 18, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate five (5) feet on 7 Mile Line Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

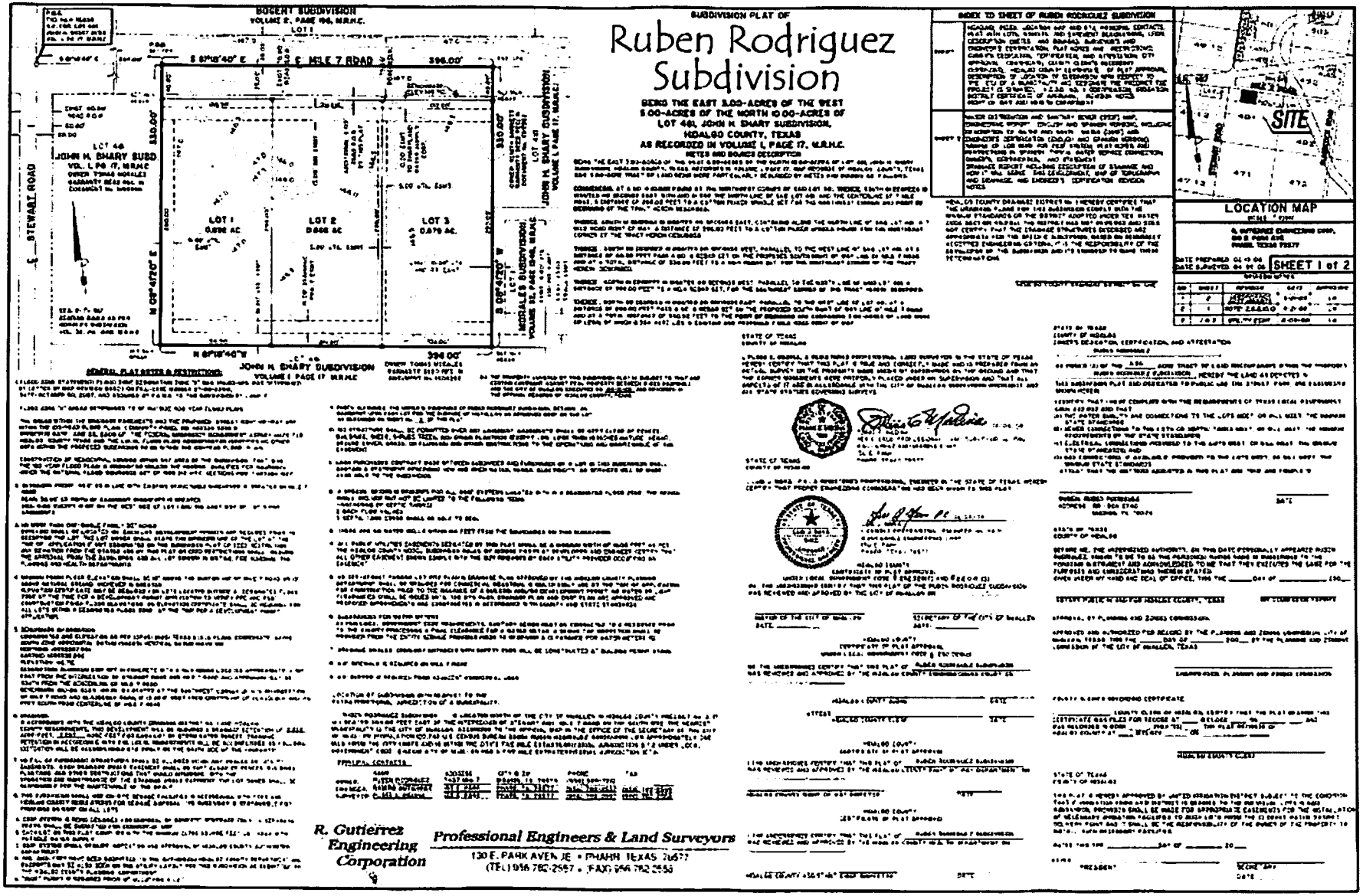
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Luis Nava, P.E. and approved by the Environmental Health Department. Two (2) septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on 7 Mile Line 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 Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on December 18, 2007. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $1,500.00 was submitted to the Planning Department and deposited into Escrow 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 **September 2, 2008**.


SUBDIVISION PLAT OF
Ruben Rodriguez Subdivision
BEING THE EAST 3.00-ACRES OF THE WEST 5.00-ACRES OF THE NORTH 10.00-ACRES OF LOT 46, JOHN H. SHARY SUBDIVISION, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 1, PAGE 17, M.R.H.C.
INDEX TO SHEET OF RUBEN RODRIGUEZ SUBDIVISION
LOCATION MAP
SITE
SHEET 1 of 2
BOSCHERT SUBDIVISION
VOLUME 2, PAGE 66, M.R.H.C.
JOHN H. SHARY SUBDIVISION
VOLUME 1, PAGE 17, M.R.H.C.
MORALES SUBDIVISION
VOLUME 32, PAGE 044, M.R.H.C.
E. MILE 7 ROAD
S. STEWART ROAD
LOT 46
JOHN H. SHARY SUBD
VOL. 1, PG 17, M.R.H.C.
LOT 1
0.698 AC
LOT 2
0.698 AC
LOT 3
0.679 AC
S 89°58'40" E
396.00'
N 89°58'40" W
396.00'
330.00'
N 00°43'20" E
S 00°43'20" W
STATE OF TEXAS
COUNTY OF HIDALGO
R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2567 • (FAX) 956 782-2553

AI-10918 **13.A.**

Elections Dept. Claims
CC REGULAR

Date: 09/09/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Elections Administration

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claims/invoice with authority for Hidalgo County Treasurer to issue payment for the following invoices after they have been reviewed, audited and processing procedures are completed by the Hidalgo County Auditor.

Vendor	Invoice Date	Amount
Mr. Press	01/16/08	$220.00
Gateway Printing	12/06/07	$346.90
Superior Alarms	10/10/07	$70.00
Superior Alarms	07/01/08	$180.00
Copy Zone	05/08/08	$3,534.17
ES&S	04/16/08	$709.09
Smart Source	05/12/08	$861.60

BACKGROUND

The following is a list of purchase orders done **after** services were received:

Vendor	P.O. #
Mr. Press	P.O. #598261
Copy Zone	P.O. #603541

The following is a list of account #'s that will be used to pay outstanding invoices:

Vendor	Account #
Superior Alarms	8-1100-414-00-130-001-0-431
Superior Alarms	8-1100-414-00-130-001-0-431
E S & S	8-1100-414-00-130-001-0-432
Smart Source	8-1100-414-00-130-001-0-442
Gateway Printing	8-1100-414-00-130-001-0-550
Mr. Press	8-1100-414-00-130-001-0-343
Copy Zone	8-1100-414-00-130-001-0-550

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Vendor	Invoice Amount	Account #	Funds Available

Mr. Press	$220.00	8-1100-414-00-130-001-0-343	$1,776.00 (PO # 598261 will need to be deleted)
Gateway Printing	$346.90	8-1100-414-00-130-001-0-550	$300.02 (See AI-11020 for CC 09-09-08)
Superior Alarms	$180.00	8-1100-414-00-130-001-0-431	$1,050.00
Superior Alarms	$70.00	8-1100-414-00-130-001-0-431	$1,050.00
Copy Zone	$3,534.17	8-1100-414-00-130-001-0-550	$300.02 (PO # 603541 will need to be deleted)
ES&S	$709.09	8-1100-414-00-130-001-0-432	$9,437.80
Smart Source	$861.60	8-1100-414-00-130-001-0-442	$42,489.88

Pending AI-11020 for CC 09-09-08

Attachments

Link: Copy Zone invoice
Link: ES&S invoice
Link: Gateway invoice
Link: Mr. Press Invoice
Link: Smart Source Invoice
Link: 08 Superior Alarms Invoice
Link: 07 Superior Alarms Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/03/2008 07:39 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/05/2008 11:41 AM	APRV
3	Auditor's Office	Becky Morales	09/05/2008 02:58 PM	APRV
4	Purchasing Department	Marty Salazar	09/05/2008 03:12 PM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 03:25 PM	APRV

Form Started By: Angela Garcia Started On: 08/28/2008 04:38 PM

Final Approval Date: 09/05/2008

INVOICE

CopyZone
4131 North 10th St.
McAllen, TX 78504 (956) 668-9600

Invoice ID #313691
Sales Order ID #335485
05/08/2008

Bill to: HIDALGO COUNTY, Elections Dept
Accounts Payable
Elections Department
101 S. 10th Street
Edinburg TX 78539

Phone: 318.2570

Ship to: HIDALGO COUNTY, Elections Dept
Mike Ramirez Kanto
Elections Department
101 S. 10th Street
Edinburg TX 78539 207.0454 (c)

Phone: 318.2570

Cust. ID : 005857
Terms : P.O.; Net30
Salesperson: tonyc
Cust P O : Mike

Quantity	Item No	Description	L	Unit Price	Amount
		City/School Board Poll Books			
		qty: 1 set combined (19 loc) page quantity noted below			
		set: noted page(s) 1/0			
		siz: 8.5x11.0 out of standard			
		stk: txt: 20lb bond, uc white			
		typ: dhsc			
		ink: 1/0			
		art: digital by customer note			
		fin: collate; punch 43 hole			
		add covers f&b			
		no alpha tabs			
		spiral bind			
		pack			
58836	Copy,FS11-14W	Poll sheets, run-off election		0.0395	2324.02
58836	ljspiral	Punch, spiral, 43 hole		0.008	470.69
415	Bind, Spiral	Binding, spiral		1.50	622.50
0	TAB.A-Z	Tab, Alpha "A-Z", set of 26ch		4.52	0.00
0	INSERT	Insert tabs into poll book		0.95	0.00
415	Card Stock	Cover, front, print 1/0		0.18	74.70
415	ljcover	Cover, back, blank		0.07	29.05
		additional precinct added: - Mission, precinct 63			
215	Copy,FS11-14W	F-S Copy,S/S 8.5X11-14 WHT		0.0395	8.49

Invoice Rec'd by: [signature] on 5/21/08
Goods/Services Rec'd by [signature] on 5/21/08
8-1-100-414-00-130-001-0-550
P.O. # 035541

RECEIVED BY
COUNTY AUDITOR
2008 JUN 4 PM 3 00

#313691
9:42 AM 05/03/2008

Bill to: HIDALGO COUNTY, Elections Dept

Ship to: HIDALGO COUNTY, Elections Dept

Cust. ID : 005857

Quantity	Item No	Description	L	Unit Price	Amount
215	ljspiral	Binding, Spiral punch		0.008	1.72
2	Bind, Spiral	Binding, Spiral w/vinyl cover		1.50	3.00

Amount Tendered: $3534.17 Charged On Accnt

2008 JUN 4 PM 3 00
COUNTY AUDITOR
RECEIVED BY

Subtotal	3534.17
Tax	0.00
TOTAL	3534.17

Thank You For Your Business! Information contained herein is confidential and is intended only for the use of the inividual or entity named above. If you are not the intended recipient, you are notified that any disclosure, copying, distibution, or taking of any action in reliance on the contents of this information is strictly prohibited.

Election Systems & Software, Inc.
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

INVOICE NO	PAGE
671904	1

INVOICE DATE
04/16/08

BILL TO: HIDALGO COUNTY, TEXAS
TERESA NAVARRO - ELECTION ADMI
2802 SOUTH US HWY 281
EDINBURG, TX 78539-6243

SHIP TO: HIDALGO COUNTY ELECTIONS DEPT.
ATTN: KATIE FUENTES
1100 E BUSINESS 83
PHARR, TX 78577

ACCOUNT NO	CUSTOMER P.O. NUMBER	TERMS	ORDER NO	SALES REP	SHIP VIA
H31042	IVO DEPOT REPAIR	NET 30 DAY	747678	DON BLAKELY	BEST WAY

QTY ORDERED	DESCRIPTION	UNIT PRICE	UOM / DISC. %	EXTENDED PRICE
	ELECTION DATE: NA			
	SHIPPED R+L CARRIERS 4/7/08			
11	T,IVOTR,VOTER TERMINAL 15.1"	.0000		.00
	BRIGHT LIGHT			
	V5138239->			
	V5130318->			
	V5121722->			
	V5105512-C			
	V5154567->			
	V5140390->			
	V5133678->			
	V5119933->			
	V5149189->			
	V5153022->			
	V5120825->			
7	T,IVOTR,ADA TERM 15.1",(3-KEY)	.0000		.00
	BRIGHT LIGHT-ADA			
	V5155075->			
	V5129001->			
	V5142007->			
	V5111808->			
	V5124268->			
	V5118819->			
	V5118245->			
1	T,IVOTR,SUPERVISOR TERM 15.1"	.0000		.00

FREIGHT DISCOUNT
SHIPPING & HANDLING
TOTAL

INVOICE NO	ACCOUNT NO	AMOUNT

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!

Election Systems & Software, Inc.
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

INVOICE NO.	PAGE
671904	2
INVOICE DATE	
04/16/08	

BILL TO:
HIDALGO COUNTY, TEXAS
TERESA NAVARRO - ELECTION ADMI
2802 SOUTH US HWY 281
EDINBURG, TX 78539-6243

SHIP TO:
HIDALGO COUNTY ELECTIONS DEPT.
ATTN: KATIE FUENTES
1100 E BUSINESS 83
PHARR, TX 78577

ACCOUNT NO.	CUSTOMER P.O. NUMBER	TERMS	ORDER NO.	SALES REP.	SHIP VIA
H31042	IVO DEPOT REPAIR	NET 30 DAY	747678	DON BLAKELY	BEST WAY

QTY. ORDERED	DESCRIPTION	UNIT PRICE	UOM / DISC. %	EXTENDED PRICE
	ELECTION DATE: NA iVOTRONIC,BRIGHT LIGHT S5139462->			
32	BREAK FIX COVERAGE	.0000		.00
6	T,IVOTR,ASSY,TOUCH PANEL	.0000		.00
2	T,IVOTR,ASSY,BOARD,IRDA	.0000		.00
1	T,IVOTR,CABLE,VIDEO TO LCD AXON 15.1"	.0000		.00
1	T,IVOTR,PCA,15" VIDEO CONTROL	.0000		.00
1	T,IVOTR,LCD HV EXTENSION 15" IVOTRONIC	.0000		.00
1	T,IVOTR,BRACKET,LCD DISPLAY, 15"	.0000		.00
1	T,IVOTR,CONNECTOR,BATTERY CLIP	.0000		.00
1	T,IVOTR,DC POWER JACK, 2.5mm	.0000		.00

TAX EXEMPT .00
.00
.00

FREIGHT DISCOUNT	.00
SHIPPING & HANDLING	709.09
TOTAL	709.09

INVOICE NO.	ACCOUNT NO.	AMOUNT
671904	H31042	$709.09

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.
THANK YOU!

GATEWAY PRINTING & OFFICE SUPPLY, INC.

315 South Closner • Edinburg, TX 78539
(956) 383-3861 • Fax (956) 383-4674

1460 N. Expressway 77/83 • Brownsville, TX 78520
(956) 546-0632 • Fax (956) 546-0640

# OF PKG.	FILLED BY	CHECKED BY

218 NO RETURNS OR EXCHANGES AFTER 30 DAYS.

DATE: 12/06/07
INVOICE NUMBER: 562899-0

CUSTOMER # 396 DEPT.

SALESMAN 154
WRITER 117
PHONE 956-318-2570K
P.O. # PZAPATA
TIME 11:19:37
PAGE 1

BILLING ADDRESS
HIDALGO CO ELECTION EXPENSE
P O BOX 659
EDINBURG TX 78540 0659

CHARGE
INVOICE
ROUTE # JER
REPRINT

SHIPPING ADDRESS
TERESA NAVARRO
CORNER OF 10TH & 107
EDINBURG TX

ITEM NBR.	CO.	DESCRIPTION	UNIT	ORDER QTY.	B/O QTY.	SHIP QTY.	UNIT PRICE	D T	EXTENDED PRICE
JOB 31498		5,000 VOTING BY MAIL LT		1		1	346.900	N	346.90

Invoice rec'd by: D Reyillo on 4/25/08
Goods/Services Rec'd by D Reyillo on 4/25/08
-1100-414-00-130-001-0-550 5-2-08
P.O.# 581459

RECEIVED BY COUNTY AUDITOR
2008 MAY 5 AM 10 38

PLEASE REPORT DAMAGES OR SHORTS WITHIN 24 HOURS
ORDERED BY PATTY ZAPATA

SUB-TOTAL 346.90

TOTAL 346.90

TERMS: NET 10th of MONTH

FINANCE CHARGE (FC) - "PERIODIC RATE" - 1 1/2% PER MONTH ANNUAL PERCENTAGE RATE - 18%, OR A MINIMUM CHARGE OF 50 CENTS. ALL BILLS DUE AND PAYABLE TO GATEWAY PRINTING AND OFFICE SUPPLY, INC. EDINBURG, HIDALGO COUNTY, TEXAS

COPY

Mr. Press Cleaners & Laundry
Mon 1/14/2008 02:53 PM

Edit:02/25/2008 10:45 AM By Owner

READY BY: WED 1/16/2008 05:30 PM

31600

Dept.,Elections 138
(956) 318-2570 Owner

0 275 Other $220.00
APRON

275 PCS : [0]275

SUBTOTAL : $220.00
TOTAL : $220.00
BALANCE : $220.00

275 PCS

WED

RECEIVED BY
COUNTY AUDITOR
2008 APR 25 AM 11 39

Invoice Rec'd by: [signature] on 4/18/08
Goods/Services Rec'd by [signature] on 4/18/08
1-100-414-00-130-001-0-343
P.O.# 57822

Purchase Order

COUNTY OF HIDALGO

PO#: 598261

DATE: 01/31/08

Needed 01-29-08

VENDOR: 324132 REQ:00126184

Email:

Phone:

MCALLEN ALTERATION AND SHOE REPAIR
D/B/A MR PRESS
224 E CANO ST
EDINBURG TX 78539

Vendor Acct:

BUYER: pzapata
SHIP TO: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

CONTACT:
SITE: ELECTIONS

Special Instructions:
REQ# 44

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		
280	EACH	DRY CLEANING FOR APRONS FOR ELECTION JUDGES AT POLLING LOCATIONS	.80	224.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		224.00
		********** For Hidalgo County use only		
		8-1100-414-00-130-001-0-343 ✓		224.00
		Approved		

RECEIVED FEB 1 2008 HIDALGO COUNTY AUDITOR'S OFFICE

Authorized by: Martha L. Salazar

SmartSource

265 Oser Avenue Hauppauge, NY 11788
(800) 852-2258

Invoice

Invoice Number: 404165 - CH

Invoice Date: 5/12/2008

Bill To:
HIDALGO COUNTY ELECT
101 SOUTH 10TH AVE
EDINBURG, TX 78539

Phone:
Cust Id: 956-292-770
Quote: 74220

Ship To:
HIDALGO COUNTY ELECT
1100 EAST BUSINESS 83
PHARR, TX 78577
KATIE FUENTES

P.O. Number: Ramirez / 597328
P.O. Date: 2/4/2008
Phone: 956-207-0396
Description:

Contract No	Item No	Equipment Description	Days in Billing Period	Billed From	Billed Through	Qty	Billed Amount
C307185	\C00559	DELL D610 2.13GHZ 2/80	31	05/12/08	06/11/08	18	$ 775.44
		87087, 87090, 86958, 86984, 87001, 87026, 87045, 86952, 87074, 87114, 87130, 87136, 87139, 87141, 87147, 87148, 87160, 87072					
		DAMAGE WAIVER 10.00 %				1	$ 86.16

Tax Area: Non Taxable NT 0.00%
Sales Rep: David Lapin

Delivery/Pickup:	$0.00
Total Taxable:	$0.00
Total Non-Taxable:	$ 861.60
Tax:	$0.00
Net Amount Due	**$ 861.60**

Please Remit payment to:
SmartSource Rentals
P.O. Box 289
Laurel, NY 11948

600 Ash Ave P.O. Drawer 3097 McAllen, Texas 78501 Tel. (956) 682-6005 Fax (956) 213-1179
State License B4881 • Fire License ACR-86318-816

Superior Alarms
www.superioralarms.com

HIDALGO COUNTY ELECTIONS OFF
P.O. BOX 659
EDINBURG , TX 78539

Invoice # A181800
Date : 07/01/08
Account : 553478
Page : 1

Terms: DUE UPON RECEIPT

Qty	Description	Unit Price	Amount
1	CENTRAL STATION MONITORING FEE 07/15/08-07/14/09 HIDALGO COUNTY ELECTIONS OFF 101 S 10TH STREET	$180.00	$180.00

Sales Tax	$0.00
Less Payment Received & Credits Issued	$0.00
Total	$180.00

PLEASE PAY ON TIME AND AVOID FINANCE CHARGES.
553478 A 181800

Make checks payable to: SUPERIOR ALARMS
NOW PAY ONLINE! www.superioralarms.com/billpay.html

600 Ash Ave P.O. Drawer 3097 McAllen, Texas 78501 Tel. (956) 682-6005 Fax (956) 213-1179
State License B4881 • Fire License ACR-86318-816

Superior Alarms
www.superioralarms.com

HIDALGO COUNTY ELECTIONS OFF
2802 S BUSINESS 281
EDINBURG , TX 78539

Date : 10/10/07
Invoice # : S53666
PO Number :
AR Number : 553478

Terms: DUE UPON RECEIPT PHONE: (956)318-2511
Installation Address: 101 S 10TH STREET

QTY	DESCRIPTION	EACH	PRICE
	REPROGRAMMED UPDATES ON DVSS SYSTEM. TESTED SYSTEM AND SYSTEM IS OPERATING PROPERLY.		
	10-09-07		
	HIDALGO COUNTY ELECTIONS OFF		
	101 S 10TH STREET		
	EDINBURG, TX.		
	Ticket Number: 51515		
1	TECHNICAL SERVICE	$65.00	$65.00
1	FUEL SURCHARGE	$5.00	$5.00

PLEASE PAY ON TIME TO AVOID FINANCE CHARGES.

Make checks payable to:
Superior Alarms
P.O. Box 3097
McAllen, Texas 78502
553478 S 53666

Sub total:	$70.00
Sales tax:	$0.00
Less payments and credits:	$0.00
Total:	$70.00

53666

SUPERIOR ALARMS
600 ASH AVENUE
MCALLEN, TEXAS 78501
(956) 682-6005

LICENSE # B-4881

Install Date : 07/15/98 Ticket Number: 51515 Opr: MEL
Schedule Date : NONE SET A/R Number: 553478
Account Number: 553478 Tech :
HIDALGO COUNTY ELECTIONS OFF Service Plan:
101 S 10TH STREET Appt Date : NONE SET
EDINBURG TX 78539 USA Appt Time :
(956) 318-2570

[Service Information]
Person Requesting Service: PATTY
Contact Person : PATTY
Reason For Service : CHECK DVSS/MONITOR
[Service Type Description]
Warranty: NO WARRANTY Tech:
System Type: CAD 8600E

2:29 3:04

** ENTERED 10/05/07 AT 16:06:12 BY MEL
NEED TO CHECK CAMERA SYSTEM, DVR IS NOT RECORDING AND IT TURNS OFF AND ON. AWARE OF SERVICE CHARGE. REQUESTING SERVICE FOR TUESDAY 10-09-07

Date: 10-9-07 Time Arrived: 1:59 Time Complete: 2:14

Work Performed: Reprogram the up time on the DVSS unit System checked ok.

Qty	Part No.	Description	Price	Amount
1		Service Call	65.00	
1		Fuel	5.00	
		Tax	$10.00	

Repairs
I acknowledge that I have received the following parts to be sent in for repair:

X _____ __/__/__

I Hereby accept parts and labor charges as being satisfactory and acknowledge that equipment has been left in working condition. Service warranteed for (60) days from date of completion.

X _____ __/__/__

AI-10986 **13.B.**

Election Services Agreements
CC REGULAR

Date: 09/09/2008
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Elections Administration

Information

CAPTION

Approval of Election Services Agreements between Hidalgo County and the following:
1. Monte Also ISD
2. La Villa ISD
3. Edcouch-Elsa ISD
4. City of Pharr

for their November 4, 2008 Election.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Link: agreement
Link: agreement
Link: agreement
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 07:49 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/05/2008 09:22 AM	APRV
3	Auditor's Office	Becky Morales	09/05/2008 02:59 PM	APRV
4	Purchasing Department	Marty Salazar	09/05/2008 03:14 PM	APRV
5	Court Administrator (Originator)	Angela Garcia	09/05/2008 03:25 PM	APRV

Form Started By: Monica Badillo Started On: 09/03/2008 05:30 PM

Final Approval Date: 09/05/2008

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"), on behalf of Hidalgo County, a political subdivision of the State of Texas, and the Monte Alto ISD, hereinafter referred to as "THE ENTITY,"
(Name of Entity) pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, Monte Alto ISD, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 4, 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, Monte Alto ISD 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 Monte Alto ISD for its election to be held on November 4, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to Monte Alto ISD 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 Monte Alto ISD;

(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 Monte Alto ISD;

(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 Monte Alto ISD, 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 Monte Alto ISD 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, Monte Alto ISD 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 Monte Alto ISD 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:

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 Monte Alto ISD 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 13 day of August, 2008

ELECTIONS ADMINISTRATOR

BY: _____

Monte Alto ISD
NAME OF LEASING ENTITY

BY: _____

PRINT: Gabriel Farias Jr.

TITLE: Superintendent

APPROVAL COUNTY OF HIDALGO:

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

ATTEST
BY: _____

PRINT: Juan Gutierrez

TITLE: Business Manager

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND LA VILLA I.S.D.

THIS AGREEMENT (the "Agreement") is entered into by and between the La Villa I.S.D, Texas, acting by and through it's School Board President, Jose G. Cisneros (hereinafter referred to as "the School") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator.

WITNESSETH:

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, the School desires that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions of the COUNT, and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the School is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 4, 2008 general election of the School Board (the "Election"); and

WHEREAS, the School and the County agree to conduct early voting jointly and that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election; and

WHEREAS, the County agrees to perform election services for the School; and

NOW, THEREFORE, the County and the School for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold a joint election, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

k. Notify the election presiding and alternate judges of their appointment by the School for each election precinct.

2. The School shall be responsible for performing the following duties and shall furnish the following services:

a. Costs of services will be prorated for ballots based on the District's precincts voting. The District will reimburse 50% of ballot printing costs. Costs of labor and election supplies will be split 50/50 with County or other calculated rate if additional jurisdictions participate in the District area of County. District will pay $50.00 of programming fees.

b. Tabulating of the Election results for canvassing by the School's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:

4. (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.

6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the School no later than ten (10) days after the Elections.

7. The School shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the ELECTION AS DESCRIBED IN PARAGRAPH 2 HEREOF. This payment shall be made by the School to the County thirty (30) days after the Elections. (The School agrees to provide the County with copies of all bills that the School paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be

EXCUTED in DUPLICATE this the ____ day of _____, 2008.

LA VILLA I.S.D, TEXAS

By: _____
Jose G. Cisneros La Villa I.S.D. Board President

ATTEST:

_____
Pedro Mata Jr. La Villa I.S.D. Board Secretary

HIDALGO COUNTY, TEXAS

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

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By: _____
Elections Administrator

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

BY: _____
STEPHEN L. CRAIN

AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND THE EDCOUCH-ELSA ISD

THIS AGREEMENT (the "Agreement") is entered into by and between the Edcouch-Elsa ISD, Texas, acting by and through its School Board President, Juan Jose Ybarra, Jr. (hereinafter referred to as "the School") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator.

WITNESSETH:

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, the School desires that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions of the COUNTY; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the School is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 4, 2008 general election of the School Board (the "Election"); and

WHEREAS, the School and the County agree to conduct early voting jointly and that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election; and

WHEREAS, the County agrees to perform election services for the School; and

NOW, THEREFORE, the County and the School for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold a joint election, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

a. Procure, provide and distribute all necessary election supplies, including:
    1) Ballots (preparation and distribution only);
    2) Election kits; and
    3) Ballot boxes and voting booths provided free of charge by the County.

b. Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

c. Serve as the Early Voting Clerk.

d. Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the school.

e. Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the School.

f. Arrange, for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.

g. Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the School.

h. Preparation, distribution, and publication of all notices and newspaper advertisements.

i. Preparation of U.S. Department of Justice pre-clearance for the general trustee election.

j. Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the general trustee election.

k. Notify the election presiding and alternate judges of their appointment by the School for each election precinct.

2. The School shall be responsible for performing the following duties and shall furnish the following services:

a. Costs of services will be prorated for ballots based on the District's precincts voting. The District will reimburse 50% of ballot printing costs. Costs of labor and election supplies will be split 50/50 with County or other calculated rate if additional jurisdictions participate in the District area of County. District will pay $50.00 of programming fees.

b. Tabulating of the Election results for canvassing by the School's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:

4. (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.

6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the School no later than ten (10) days after the Elections.

7. The School shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the ELECTION AS DESCRIBED IN PARAGRAPH 2 HEREOF. This payment shall be made by the School to the County thirty (30) days after the Elections. (The School agrees to provide the County with copies of all bills that the School paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be

submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A."

8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXCUTED in DUPLICATE this the 19th day of August, 2008.

EDCOUCH-ELSA ISD, TEXAS

By: _____
Juan Jose Ybarra, Jr. Edcouch-Elsa ISD Board President

ATTEST:

_____
Domingo Rodriguez, Edcouch-Elsa ISD Board Secretary

HIDALGO COUNTY, TEXAS

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

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

HIDALGO COUNTY ELECTIONS OFFICER

By: _____
Elections Administrator

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"), on behalf of Hidalgo County, a political subdivision of the State of Texas, and the City of Pharr, hereinafter referred to as "THE 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 for a special election to be held on November 4, 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 Pharr 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 Pharr for its special election to be held on November 4, 2008 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to City of Pharr 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 Pharr ;

(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 Pharr ;

(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 Pharr , preparing or sending Justice Department Submissions, publishing (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 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, City of Pharr 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 Pharr 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:

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 Pharr 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: _____

CITY OF PHARR
NAME OF LEASING ENTITY

BY: "Polo" Palacios Jr

PRINT: LEOPOLDO "POLO" PALACIOS, JR.

TITLE: MAYOR

APPROVAL COUNTY OF HIDALGO:

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

ATTEST
BY: Aida V Montoya

PRINT: Aida V Montoya

TITLE: City Clerk

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-10957 **14.A.**

Approval of Payment- FM 907 Parcel # 7
CC REGULAR

Date: 09/09/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land described as Parcel #7 for the FM 907 (Alamo Road) Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1315-126-20-000-011-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Due from State balance is $78,843.33 as of 9/4/08.

Attachments

Link: Attachments

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 07:47 AM	APRV
2	Dale Kennan	Dale Kennan	09/04/2008 08:31 AM	APRV
3	Auditor's Office	Becky Morales	09/04/2008 12:14 PM	APRV
4	Purchasing Department	Marty Salazar	09/04/2008 12:21 PM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 07:55 AM	APRV
Form Started By: Sandra Garcia			Started On: 09/02/2008 04:55 PM	
Final Approval Date: 09/05/2008				

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

To: **Commissioners' Court**

From: **Bobby Villarreal**
Right of Way Agent

Date: **April 29, 2008**

Subject: **FM 907 (Alamo Road) Project**
Parcel # 7 – Rigoberto Hernandez

Appraised Value	**$ 4,400.00**
Settlement Demand	**$ 5,600.00**
Difference	**($ 1,200.00) *** **

***See attached letter**

Commissioners' Court Executive Session April 29, 2008.

4/29/08 **Approved**

_____ **Not Approved**

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

April 21, 2008

Mr. Joe Pena,
Director Hidalgo County ROW Department
509 E. Earling Road
San Juan, Texas 78589

RE: Counteroffer Acceptance
CSJ: 1586-01-051
FM 907
FROM: US Business 83
TO: Rancho Blanco Road
Parcel: 7

Mr. Pena,

After reviewing the counteroffer submitted to your office by the property owner of the above captioned project and parcel, it is this District Evaluation Team's recommendation to accept said counter offer based on cost savings to the State if eminent domain proceedings are avoided.

Please proceed with your acquisition negotiations based on this acceptance of the property owner's counteroffer.

Should you have any questions or comments please feel free to call me at (956) 702-6287.

Sincerely,

for Luana M. Gonzalez
Pharr District ROW Administrator

LMG:rj
cc: File

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

April 9, 2008

Ms. Luana Gonzalez
District Right of Way Administrator
Texas Department of Transportation
P. O. Box 1717
Pharr, Texas 78577-1717

Re: County: Hidalgo
TxDot CSJ #1586-01-051
Highway: FM 907 (Alamo Road)
From Bus 83 to Rancho Blanco Road
Parcel # 7

Dear Ms. Gonzalez,

Attached herewith please find a counter offer as submitted by Mr. Rigoberto Hernandez owner of Parcel # 7. Mr. Joe Pena has reviewed the aforementioned and hereby recommends approval as petitioned.

Considering the high cost of litigation averaging between $5,000.00 and $10,000.00, the Hidalgo County Right of Way Department recommends approval of the owners' counter-offer $5,600.00. This figure represents an additional $1,200.00 to the approved value of $4,400.00.

Should you have any questions after reviewing the attached document, please feel free to call me at the office (283-8134).

Respectfully,

Bobby Villarreal
Right of Way Agent
Hidalgo County Right of Way Department.

Attachments: (as noted)
cc: Commissioner Sylvia Handy, Pct. 1
Joe N. Pena, ROW Director

April 9, 2008

Hidalgo County Right of Way
509 E. Earling Road
San Juan, Texas

RECEIVED
APR 09 2008
RIGHT OF WAY DEPT.

Attn: Bobby Villarreal, Right of Way Agent
Re: Alamo Road Project
Parcel #7

Dear Mr. Villarreal,

Pursuant to my earlier conversation with you, I would like to make a counteroffer to your proposal concerning the acquisition of a portion of my property. Specifically, I am proposing a price of $5,600 for Parcel #7 (Alamo Road Project). I believe this value is appropriate and in line with recent sales in the immediate vicinity. I believe the comparable sales in the appraisal report justify more value. In my opinion the values were discounted too much and $7.00 sq/ft is a fair value. The difference between your offer and mine is $1,200.

I am willing to sign a deed upon acceptance of my counter offer, thereby avoiding delay and expense of formal condemnation hearings on both our parts.

This offer will remain open for acceptance for a 30 day period from date hereof. Please contact me at your earliest convenience.

Sincerely,

Rigoberto Hernandez

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

March 13, 2008

Rigoberto & Dora Hernandez
701 S. I Road
San Juan, Texas 78589

RE: Hidalgo County
FM 907 (Alamo Road Project)
CSJ # 1586-01-051
Parcel # 7

Dear Mr. & Mrs. Hernandez,

The Commissioners' Court of Hidalgo County in coordination with the Texas Department of Transportation has authorized me to make an offer for the property to be acquired under the above captioned parcel for right of way purposes in connection with the FM 493 Road Project.

In acquiring property for the highway systems of Texas, Hidalgo County and the Texas Department of Transportation follow a definite procedure for appraising the land needed and for handling personal negotiations with each landowner. As explained by the County negotiator, Mr. Bobby Villarreal, your property located within the above-mentioned project is to be acquired.

Based on an Appraisal made by Mr. Leonel Garza III with Leonel Garza Jr. and Associates LLC, a State Certified Independent Appraiser, the Commissioner's Court of Hidalgo County and the Texas Department of Transportation has authorized me to make an offer of $4,400.00 for a partial acquisition of your property. The offer represents total compensation for land and improvements. We are prepared to negotiate with you to acquire this parcel of land at its full-appraised value.

509 E. Earling Rd. ☆ San Juan, Texas 78589 ☆ (956) 283-8134 ☆ Fax (956) 283-8402

BREAKDOWN

Land	
800 sq. ft. @ $ 5.50	$4,400.00
Improvements	
Concrete Paving – Owner of Record Watermill Express, LLC	$2,593.00
Total Estimated Value	$6,993.00
Cost To Cure Damages	$0.00
Total Offered	$6,993.00

We would appreciate if you took the time to review the package of information sent. If this offer is not accepted or feel that you need additional time to consider the offer, please contact our office within ten (10) working days from the date you receive this letter.

After the date of payment of the purchase price, or the date of deposit in the court of funds to satisfy the award of compensation as determined by eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with the Department within six months after you are notified of the Departments determination on any claim for reimbursement

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" form you of eligible requirements, payments and services which are available.

Attached is a copy of the Texas Department of Transportation brochure entitled "Right of Way Purchase" which we trust will give you a better understanding of the procedures followed by the Department in purchasing property. If you have any questions regarding the details as to the type of facility to be built or concerning the purchase transaction, please do not hesitate to ask and we will try to answer them for you.

Sincerely yours,

Jose N. Pena
Director
Right-of-Way Dept.
County of Hidalgo

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

May 26, 2008

Hidalgo County
ROW CSJ 1586-01-051
FM 907: FROM Mile Bus 83
TO Rancho Blanco Road
Revised PARCEL NO. 7

Mr. Jose N. Pena Hidalgo County ROW Director
Hidalgo County Right of Way Department
509 East Earling Road
San Juan, TX 78589

Dear Mr. Pena,

Enclosed is a copy of the State's REVISED ROW-A-10 form executed by the District Office and ~~two~~ one original appraisal reports for the parcel on the above captioned project. Remember the REVISED "TEN" form is for your files and NOT to be given to the property owner.

Accept this correspondence as an official release for negotiations allowing you to make a REVISED offer and close on the executed parcel.

If you have any questions, please feel free to give me a call.

Sincerely,

Luana M. Gonzalez

Luana M. Gonzalez
Pharr District ROW Administrator

LMG: je

Enclosure

ROW-A-10
Rev. 10/2005
ROWIS

TABULATION OF VALUES

Parcel: 7 Highway: FM 907 ROW CSJ: 1586-01-051

Taking Type: Partial Taking
Size of Remainder: 108100.00000 Sq Feet
Type of Property: Commercial
Contract Fencing: Undetermined
Appraised by: Leonel, III . Garza
Date Appraised: 01/04/2008
Access will be **Undetermined**

District: Pharr
County: HIDALGO
Federal Project:

Agency	Participating Percentage	Expense Description
City - Alamo	4.3000	ROW Acquisition Expenses

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
Hernandez, Rigoberto	Fee Simple	800.00000 Sq Feet	$4,400.00	Undetermined

I. Total Approved Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
$4,400.00	$3,355.00	$0.00	$15,150.00	$22,905.00

II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
A	Parking Lot	Concrete	$3,355.00	$355.00	Not Applicable
		Total:	$3,355.00	$355.00	

III. Damages and Enhancements

Non-Exempt Damages	Exempt Damages	Enhancements	Net Damages
$15,150.00	$0.00	$0.00	$15,150.00

IV. Sign Values

Item No.	Sign Owner	Type Construction	Improvement Value	Retention Value	Bisect. Cat.
		Total:	$0.00	$0.00	

TABULATION OF VALUES (continued)

Parcel: 7 Highway: FM 907 ROW CSJ: 1586-01-051

V. Recapitulation

Date:	01/04/2008	01/04/2008	01/04/2008	Recommended Value
Appraiser's Name:	Leonel, III . Garza	Leonel, III . Garza	Leonel, III . Garza	
Appraisal Type:	Update Appraisal for Neg	Update Appraisal for Neg	Initial Appraisal	
Value of Whole Property:				
Parcel Area ac.	800.00000 Sq Feet			
VALUE FOR PARCEL	$4,400.00	$4,400.00	$4,400.00	$4,400.00
Land: per.	$5.50/Sq Feet	$5.50/Sq Feet	$5.50/Sq Feet	
Easement				
Improvements	$3,355.00	$3,355.00	$2,593.00	$3,355.00
Net Damages or (Enhancements)	$15,150.00	$5,500.00		$15,150.00
OAS Values(s)				
TOTAL COMPENSATION	$22,905.00	$13,255.00	$6,993.00	$22,905.00

VI. Comments and Conclusions on Values in the Appraisal Report

Parcel 7 is a partial taking of 0.02 of an acre (800 sf) out of Lot 4, Block 28 of the Alamo Land and Sugar Company Subdivision, map reference Volume 1, Page 24-36, of the Hidalgo County Map Records, Texas. Said tract is further described as being conveyed to Rigoberto and Dora Hernandez, recorded in Document Volume 2901 Page 682, of the Official Records of Hidalgo County, Texas.

The whole property is located on the Southeast corner at the intersection of FM 907 and Moore Road. The whole property is currently improved with a commercial structure (Watermill) that is not impacted by the taking.

Within the acquisition area is a section of concrete that is valued accordingly.
The highest and best use of the whole property is for commercial use.

The appraiser Leonel Garza III selects three (3) comparable sales to value the whole property land. The taking is properly valued as a pro-rata part of the whole value at $ 5.50 per square foot. The subject property is located in a region which contains water, electricity and phone service, which is typical of the market area. The remainder highest and best use is the same as for the whole property and the land value is equal to the land value of the whole property.

Based on a review of the appraisal report and a field inspection of the subject, it appears that the total compensation of $ 6,993.00 represents market value.

TABULATION OF VALUES (continued)

Parcel: 7

Highway: FM 907

ROW CSJ: 1586-01-051

VI. Comments and Conclusions on Values in the Appraisal Report

Updated for Negotiations:

Parcel 7 is a partial taking of 0.02 of an acre (800 sf) out of Lot 4, Block 28 of the Alamo Land and Sugar Company Subdivision, map reference Volume 1, Page 24-36, of the Hidalgo County Map Records, Texas. Said tract is further described as being conveyed to Rigoberto and Dora Hernandez, recorded in Document Volume 2901 Page 682, of the Official Records of Hidalgo County, Texas.

The whole property is located on the Southeast corner at the intersection of FM 907 and Moore Road.

The whole property is currently improved with a commercial structure (Watermill) that is not impacted by the taking.

Within the acquisition area is a section of concrete that is valued accordingly. A cost to cure to expand the exisiting concrete drive and paved area was assigned.

The highest and best use of the whole property is for commercial use.

The appraiser Leonel Garza III selects three (3) comparable sales to value the whole property land. The taking is properly valued as a pro-rata part of the whole value at $ 5.50 per square foot. The subject property is located in a region which contains water, electricity and phone service, which is typical of the market area. The remainder highest and best use is the same as for the whole property and the land value is equal to the land value of the whole property.

Based on a review of the appraisal report and a field inspection of the subject, it appears that the total compensation of $ 13,255.00 represents market value.

Updated for Negotiations: Parcel 7 is revised and due to the relative proximity to the area to be acquired the Watermill Express facility will be relocated. A cost to cure has been updated to reflect current market value.

Parcel 7 is a partial taking of 0.02 of an acre (800 sf) out of Lot 4, Block 28 of the Alamo Land and Sugar Company Subdivision, map reference Volume 1, Page 24-36, of the Hidalgo County Map Records, Texas. Said tract is further described as being conveyed to Rigoberto and Dora Hernandez, recorded in Document Volume 2901 Page 682, of the Official Records of Hidalgo County, Texas.

The whole property is located on the Southeast corner at the intersection of FM 907 and Moore Road.

The whole property is currently improved with a commercial structure (Watermill) that will be relocated due to the relative proximity to the area to be acquired. A cost to cure has been assigned.

Within the acquisition area is a section of concrete that is valued accordingly. The appraiser assigned a cost to cure to expand the existing concrete drive and paved area.

The highest and best use of the whole property is for commercial use.

The appraiser Leonel Garza III selects three (3) comparable sales to value the whole property land. The taking is properly valued as a pro-rata part of the whole value at $ 5.50 per square foot. The subject property is located in a region which contains water, electricity and phone service, which is typical of the market area. The remainder highest and best use is the same as for the whole property and the land value is equal to the land value of the whole property.

Based on a review of the appraisal report and a field inspection of the subject, it appears that the total compensation of $ 22,905.00 represents market value.

Parcel: 7

TABULATION OF VALUES (continued)

Highway: FM 907

ROW CSJ: 1586-01-051

VII. Justification and Explanation for Credit if Retained

A retention value of 10% has been assigned to the concrete paving.

ROW-A-10
Rev. 10/2005
ROWIS

TABULATION OF VALUES (continued)

Parcel: 7 Highway: FM 907 ROW CSJ: 1586-01-051

VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.
Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.
The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

IX. Reviewing Appraiser's Statements

District Reviewing Appraiser's Statement

The recommended value on this form is my opinion of value for the parcel and was reached independently based on appraisals and other factual data without collaboration or direction. An on-the-ground inspection of the parcel was made and comparables in the area were inspected. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items which are not compensable under the State law.

Jesus Esquivel 5-26-08

District Reviewing Appraiser Date

Contract Reviewing Appraiser's Statement (if applicable)

The recommended value on this form is my opinion of value for the parcel and was reached independently based on appraisals and other factual data without collaboration or direction. An on-the-ground inspection of the parcel was made and comparables in the area were inspected. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items which are not compensable under the State law.

Contract Reviewing Appraiser Date

Division Reviewing Appraiser's Statement (if applicable)

Values contained is this form are my opinion of value for the parcel and was reached independently based on appraisals and other factual data including the District's reviewer's inspection, analysis and recommendation and on-the-ground knowledge and without collaboration or direction. I have not direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. It is my understanding that the parcel may be used in connection with a Federal-Aid Right of Way Highway Project. To the best of my knowledge, the value does not include any items which are not compensable under the State law.

Division Reviewing Appraiser Date

X. Approval of Values

County/City Representative Date

Mark A. Gonzalez 5/27/08

District Engineer Date

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	Southeast corner of Alamo Road and Moore Road, Alamo, Texas 78516	Account:	N/A	
Property Owner:	Rigoberto and Dora Hernandez	Parcel:	7	(Updated 05/22/08)
Address of Property Owner:	701 South I Road San Juan, Texas 78589-3224	CSJ:	1586-01-051	
Occupant's Name:	Rigoberto and Dora Hernandez	Federal Project No:	N/A	
Whole: ☐	Partial: ☑ Acquisition	Highway:	FM 907 (Alamo Road)	County: Hidalgo County

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that , it is my opinion the total compensation for the acquisition of the herein described property is $22,905.00 as of January 4, 2008, based upon my independent appraisal and the exercise of my professional judgment; on January 4, 2008, (date)(s), I personally inspected in the field the property herein appraised; I afforded Rigoberto and Dora Hernandez, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection.

The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 6, 2007 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and , my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State,

and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General
Certification Number

May 22, 2008
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

5-24-08
District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Right-of-Way Department under the direction of Precinct No. 1. and others which would be involved with the acquisition of said proposed right-of-way along FM 907 (South Alamo Road). The part to be acquired is for the expansion of the existing right-of-way of FM 907 (South Alamo Road) with the project limits located between Ridge Road and Halls Acres Road within the city and existing ETJ of the City of Alamo. The intended use of the report is to assist Joe Pena, Director of the Right-of-Way Department of Hidalgo County and others involved with the project, for future negotiations of acquiring all or part of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004.

The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include other governmental entities which may be participating in the project. Joe Pena is the Director of the Right-of-Way Department of Hidalgo County, who has a local office established at Precinct No. 2, located at 509 E. Earling Road, San Juan, Texas 78589. Mr. Pena, shall be the project manager for this project under the direction of Honorable Sylvia Handy, County Commissioner of Precinct No. 1. Mr. Pena can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated November 6, 2007, on behalf of Hidalgo County Right-of-Way Department and Hidalgo County Purchasing Department, request for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Aranda and Associates, Inc of McAllen, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record.

Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the County of Hidalgo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements and project influence (if any exist).

The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the Hidalgo County Appraisal District, if they are affected by the part to be acquired.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Accessibility To Subject Property

The owner of record of the subject property, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired is located along the northwest corner of the subject property; which is located at the Northwest corner of South Alamo Road (FM 907) and Moore Road. As per scope of the assignment, the subject property (part to be acquired) shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the Hidalgo County Appraisal District. The property was analyzed based on the whole property less any existing road right-of-way of which a pro-rata part of the whole is determined to be the subject of this report. The subject property is a large tract of land of which the remainder shall not be affected nor damaged as a result of the acquisition. Therefore, a valuation of the remainder portion of the subject property was not required.

Economic Unit Analysis

The subject property shall be analyzed based on a 2.5 acre gross tract of land. Any existing right-of-way and easements with in the proposed acquisition shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by Aranda and Associates, Inc dated September 19, 2006. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 3.10 acres to 15.00 acres. These indicated economic unit values are used for the valuation of the irregular partial taking, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial taking for the market valuation of the subject property.

Part to be Acquired

The proposed partial acquisition is comprised of fee land in which the net land area to be acquired is 800 square feet (0.02 acres). The proposed partial acquisition has approximately 40.00 lineal feet along the eastern frontage of Alamo Road and 40.00 lineal feet on the southern frontage of Moore Road. The part to be acquired is an irregular-shaped tract of land which has limited use and site utility due to its location and size as proposed and does not constitute a readily marketable economic unit. Therefore, the part to be acquired, which is the subject of this report, shall be evaluated as a pro-rata part of the whole as determined by the approaches to market value selected. Based on the pro-rata part of the whole, the subject shall be valued based on the highest and best use as a residential use tract of land which is based on the local market trend along Alamo Road. This highest and best use is further explained on page 1.4 of this report.

To Be Acquired (Net)	0.02 Acres
	800 S.F.

Legal Description of The Part To Be Acquired

Being 800 square feet (0.02 acre) of land more or less, situated in Hidalgo County, Texas and also being a part or portion of a tract of land out of Lot Four (4), Block Twenty Eight (28), Alamo Land and Sugar Company's Subdivision as recorded in Volume 1, Page 24-26, Hidalgo County Map Records and conveyed to Rigoberto and wife Dora Hernandez in a document recorded in Volume 2901, Page 682, Dated April 18, 1990 of the Hidalgo County Deed Records, and said 800 square feet (0.02 acre) also being more particularly described by metes and bounds.

Remainder Before and After The Acquisition

The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the acquisition.

Property Tax Information

This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Rigoberto & Dora S Hernandez. The part to be acquired was identified as part of a larger tract of land which contained tax identification no. A1800-00-028-0004-07 & A1800-00-028-0004-05. The subject property land assessment was indicated to be $#####. The property taxes for the subject property appear to be current, however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

Environmental Assessment / Adverse Easements / Encroachments / Topography

This appraiser has made an on-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value.

A survey of the remainder of the subject property was not provided by Aranda and Associates, Inc. as per date of report. Therefore, the extraordinary assumption that no adverse easements nor encroachments are located within the remainder before and after the taking which would affect the value of the whole, part to be acquired and the remainder before and after the acquisition. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property as a whole, part to be acquired and the remainder after.

Utility Services Available

The subject property is located in a region which contains water, electricity, and phone service, which is typical of the market area.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status

It appears that the subject property is not listed for sale as of the effective date of this appraisal. No visible "For Sale" signs were located on the subject property and the property was not listed for sale under a Realtor's® Multiple Listing Service.

Estimated Marketing Time Period

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Alamo, San Juan and Pharr markets. The analysis included the indicated "DOM" Days on Market as shown on the McAllen Multiple Listing Service which provides local Realtors an avenue to advertise properties located in the Rio Grande Valley, with its primary focus on properties within Hidalgo County.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subjects highest and best use as if vacant and as improved is indicated for commercial development. This type of use is concurrent with the recent trends located along Alamo Road within the city of Alamo and nearby municipalities. This highest and best use is based on the determined economic unit of the subject property as whole as the portion being acquired in the name of the County of Hidalgo, Texas, does not itself constitute an economic unit.

When a property is evaluated the highest and best use must always be considered. In the current case the highest and best use of the whole is determined to be for commercial purposes based on several factors. These factors that are taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed taking. In order to determine the highest and best use, research was performed within the City of Alamo, City of San Juan and within this market of Hidalgo County to determine the legal permissibility of land use along Alamo Road. Along Alamo Road, development is mixed with sparse retail, and single family residential developments.

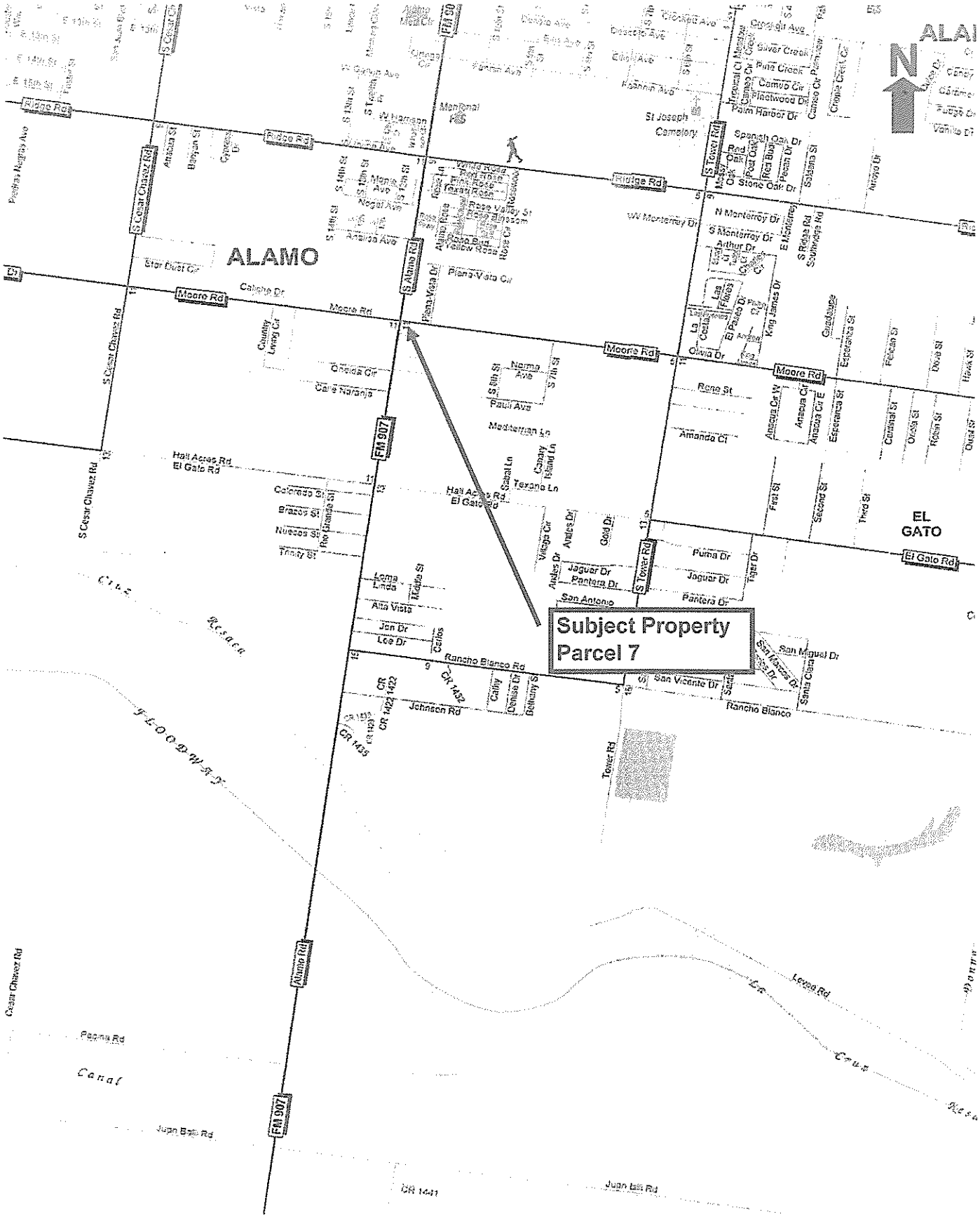
Since the subject lies within jurisdiction of Alamo, Texas municipal zoning ordinance restrictions are applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along Alamo Road and the existing ordinance which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use of commercial use "as if vacant" and "as improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the southern region of the City of Alamo. The subject property contains adequate land area and frontage along Alamo Road to allow for future commercial development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a single family residential highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

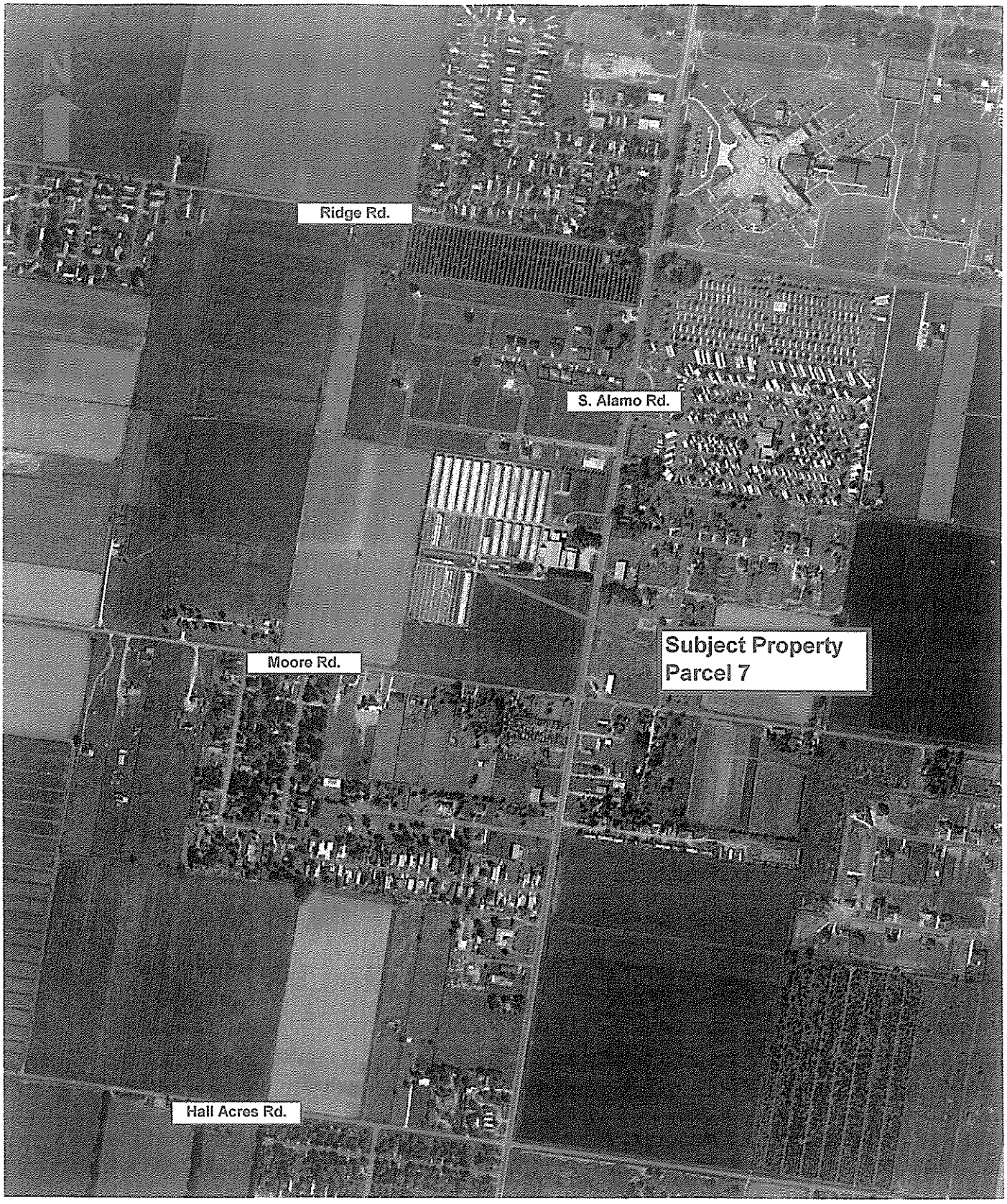
The financial feasibility and maximally productive use of the subject property is based on the continued growth along Alamo Road, which includes single family residential, commercial, and light to heavy industrial uses. Based on the continued growth along Alamo Road, it is estimated that the subject can be financially feasible to contain a commercial use "as if vacant" and "as improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the taking which will not be affected nor damaged as a result of the part to be acquired.

After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as if vacant" and "as improved" shall be for commercial residential use. This conclusion is correlated to the property as a whole, part to be acquired and the remainder before and after the acquisition.

LOCATION MAP OF SUBJECT PROPERTY

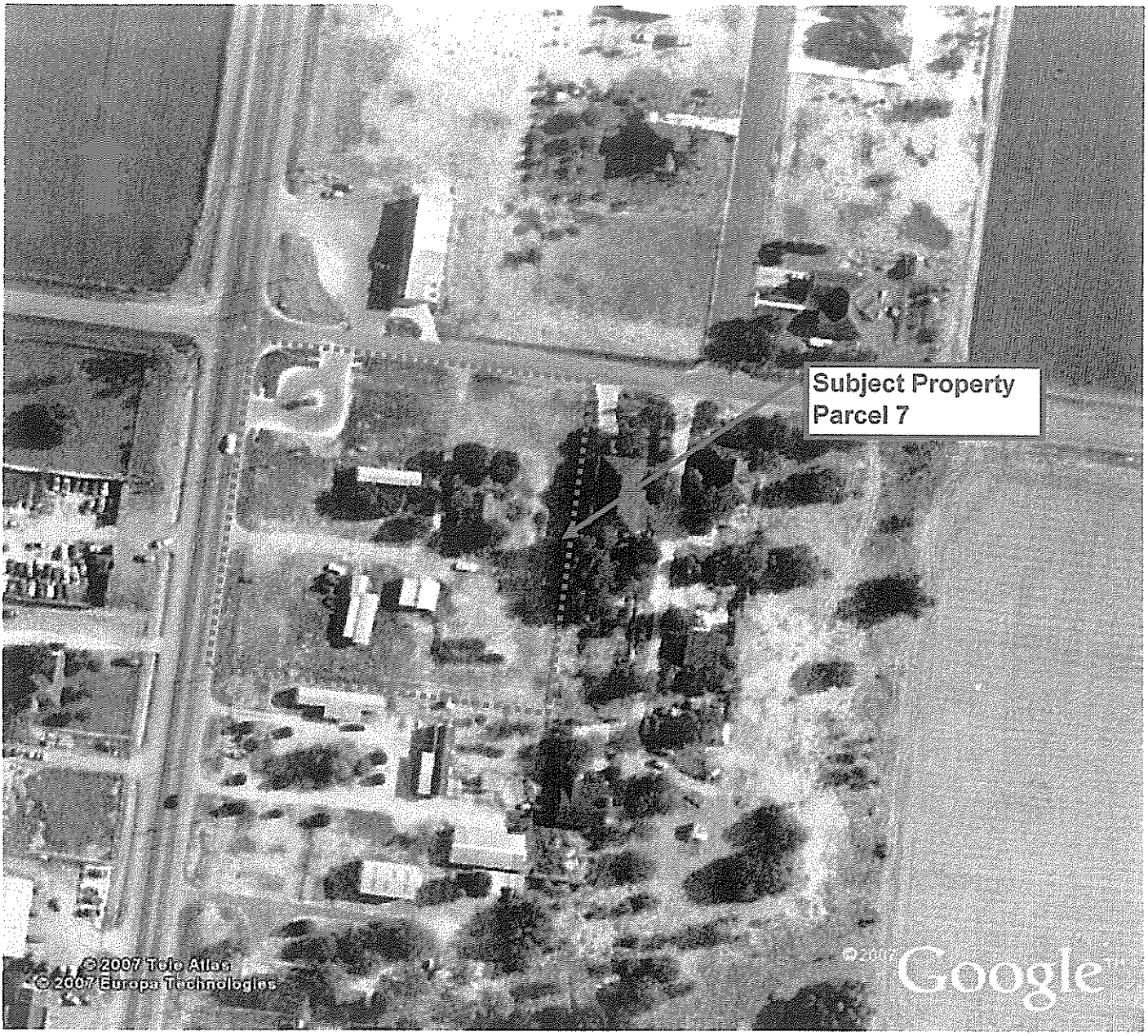

ALAMO
EL GATO
Subject Property
Parcel 7
Ridge Rd
Moore Rd
Rancho Blanco Rd
El Gato Rd
Johnson Rd
Juan Ballí Rd
Pepina Rd
Levee Rd
Canal
FM 907
FM 88
S Alamo Rd
S Tower Rd
S Cesar Chavez Rd
Hall Acres Rd
El Gato Rd
Jaguar Dr
Pantera Dr
San Antonio
Puma Dr
Rene St
Amanda Ct
Olivia Dr
Arroyo Dr
Stone Oak Dr
Palm Harbor Dr
Cameo Dr
Silver Creek
Plum Creek
Flagwood Dr
Spanish Oak Dr
Post Oak Dr
Red Bluff
Pecan Dr
Solana St
Monterrey Dr
Arthur Dr
King James Dr
El Paseo Dr
La Cima
La Plaza
Esperanza St
Felicia St
Dove St
Hawk St
Cardinal St
Oriole St
Robin St
Owl St
First St
Second St
Third St
Anapua Cir IV
Anapua Cir E
Amanda Cir
Rene St
Norma Ave
Pauli Ave
Mediterran Ln
Canary Island Ln
Salsal Ln
Texano Ln
Colorado St
Brazos St
Nueces St
Trinity St
Rio Grande St
Loma Linda
Middle St
Alta Vista
Jen Dr
Lee Dr
Celtis
Anales Dr
Gold Dr
Virgin Cir
Tiger Dr
San Miguel Dr
Santa Clara
San Vicente Dr
Santa Rosa Dr
Rancho Blanco
Calle Naranja
Olivia Dr
Monterrey Dr
Ridge Rd
Moore Rd
Cruz Rosa
Floodway
Cesar Chavez Rd
Alamo Rd
Levee Rd
Juan Ballí Rd
CR 1441
CR 1432
CR 1433
Tower Rd
Cemetery
St Joseph Cemetery
Monument
Mission Rose
Rose Valley St
Rose Ln
Rose Cir
Yellow Rose
Texas Rose
Rose Bud
Alamo Rose
Rose Cir
Rose Valley St
Rose Ln
Rose Bud
Yellow Rose
Texas Rose
Rose Cir
Alamo Rose

AERIAL PHOTOGRAPH OF SUBJECT AREA



AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PARCEL AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED WHICH IS OUTLINED IN YELLOW. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY ARANDA AND ASSOCIATES, INC. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 7

Local Address: Southeast corner of Alamo Road and Moore Road, Alamo, Texas 78516

Date Taken: January 4, 2008

Taken By: Leonel Garza III

1. Point from which taken: Photo 1: Alamo Road R.O.W.
Photo 2: Alamo Road R.O.W.

Looking: Photo 1: Southeastern View
Photo 2: Eastern View

Photo 1
Southeastern view of subject property; taken from Alamo (FM 907) Road right-of-way.

Photo 2
Eastern view of subject property; taken from Alamo (FM 907) Road right-of-way.

2. Point from which taken: Photo 3: Alamo Road R.O.W.
Photo 4: Moore Road R.O.W.

Looking: Photo 3: Southwestern View
Photo 4: Northeastern View

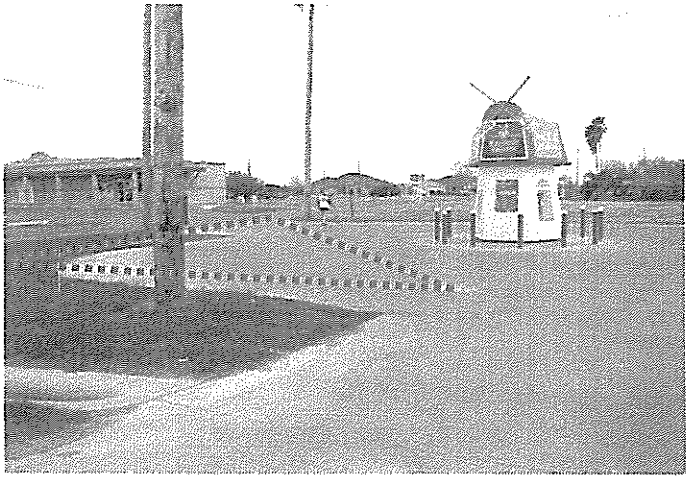


Photo 3
Southwestern view of part to be acquired; taken from the South Alamo Road.

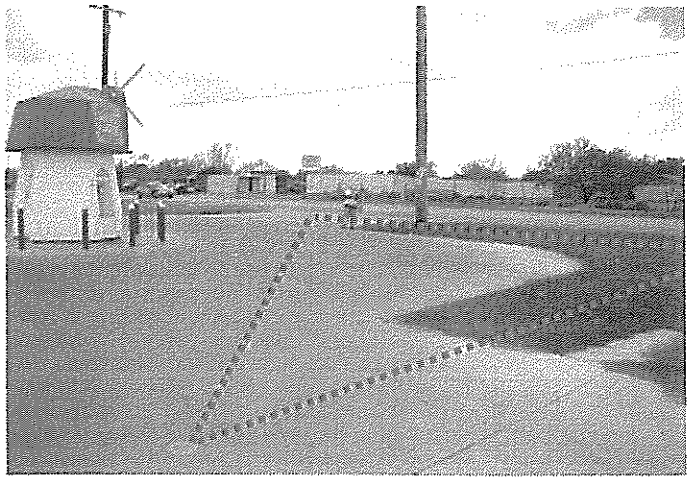


Photo 4
Northeastern view of part to be acquired; taken from the Moore Road.

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 7

Local Address: Southeast corner of Alamo Road and Moore Road, Alamo, Texas 78516

Date Taken: January 4, 2008

Taken By: Leonel Garza III

1. Point from which taken: Photo 5: Alamo Road R.O.W.
Photo 6: Alamo Road R.O.W.

Looking: Photo 5: Northern View
Photo 6: Southern View

Photo 5
Northern view of South Alamo Road.

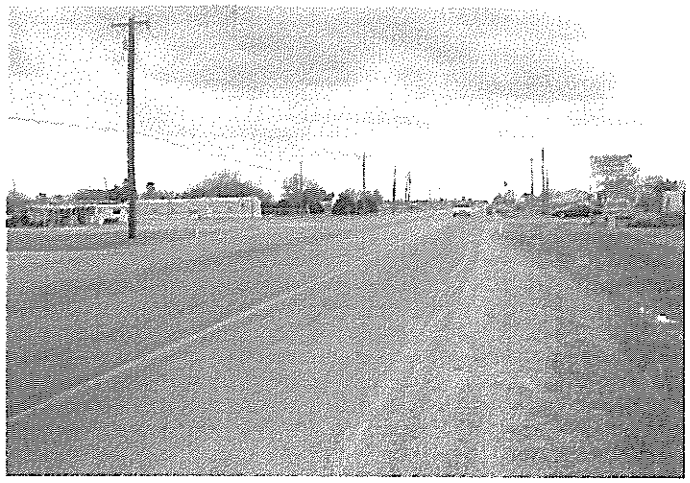


Photo 6
Southern view of South Alamo Road.

2. Point from which taken: Photo 7: Subject Property
Photo 8: Alamo Road R.O.W.

Looking: Photo 7: Northeastern View
Photo 8: Eastern View

Photo 7
Northeastern view of property improvement located approximately 12.88' lineal feet from the part to be acquired.

Photo 8
Additional eastern view of the subject property.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 2.5 acre tract of land currently being utilized for mixed use with several mobile homes and a Watermill Express water station located along the southeast corner of FM 907 (Alamo Road) and Moore Road within the city of Alamo, Texas. According to the survey provided by Aranda and Associates, Inc, dated September 19, 2006, the part to be acquired is approximately 0.02 acres (800 square feet) net. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as if vacant, which shall exclude any existing road right-of-way in order to derive the net area within the acquisition. This is performed in order to determine the pro-rata part of the whole for the purchase of said tract by the Hidalgo County Right-of-Way Department.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along South Alamo Road (FM 907) is a mixture of single family residential subdivisions and RV parks. Several properties along South Alamo Road (FM 907) are in a state of development as new subdivisions are being created as indicated by the City of Alamo Planning Department. Leonel Garza Jr. & Associates LLC has inspected the market area along South Alamo Road (FM 907) and has found that the market is in a state of positive development of which is concentrated along South Alamo Road (FM 907), Stewart Road, and Ridge Road.

SITE ANALYSIS:

Five Year Sales History: The subject property is indicated to be under the ownership of Rigoberto & Dora Hernandez, as indicated by survey and field notes provided by Aranda and Associates, Inc. Further investigation of the subjects history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office confirmed the current owner of record to be Rigoberto & Dora Hernandez. The subject property was transferred from William H. Padgett & Doris E. Padgett (Grantor) to Rigoberto & Dora Hernandez (Grantee) on April 10, 1990. Therefore, the subject has been in the name of Rigoberto & Dora Hernandez, for over seventeen (17) years.

Legal Description: (Whole Property) Lot Four (4), Block Twenty Eight (28), Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.

Legal Description: (Part to be Acquired) Being 800 square feet (0.02 acre) of land more or less, situated in Hidalgo County, Texas and also being a part or portion of a tract of land out of Lot Four (4), Block Twenty Eight (28), Alamo Land and Sugar Company's Subdivision as recorded in Volume 1, Page 24-26, Hidalgo County Map Records and conveyed to Rigoberto and wife Dora Hernandez in a document recorded in Volume 2901, Page 682, Dated April 18, 1990 of the Hidalgo County Deed Records, and said 800 square feet (0.02 acre) also being more particularly described by metes and bounds.

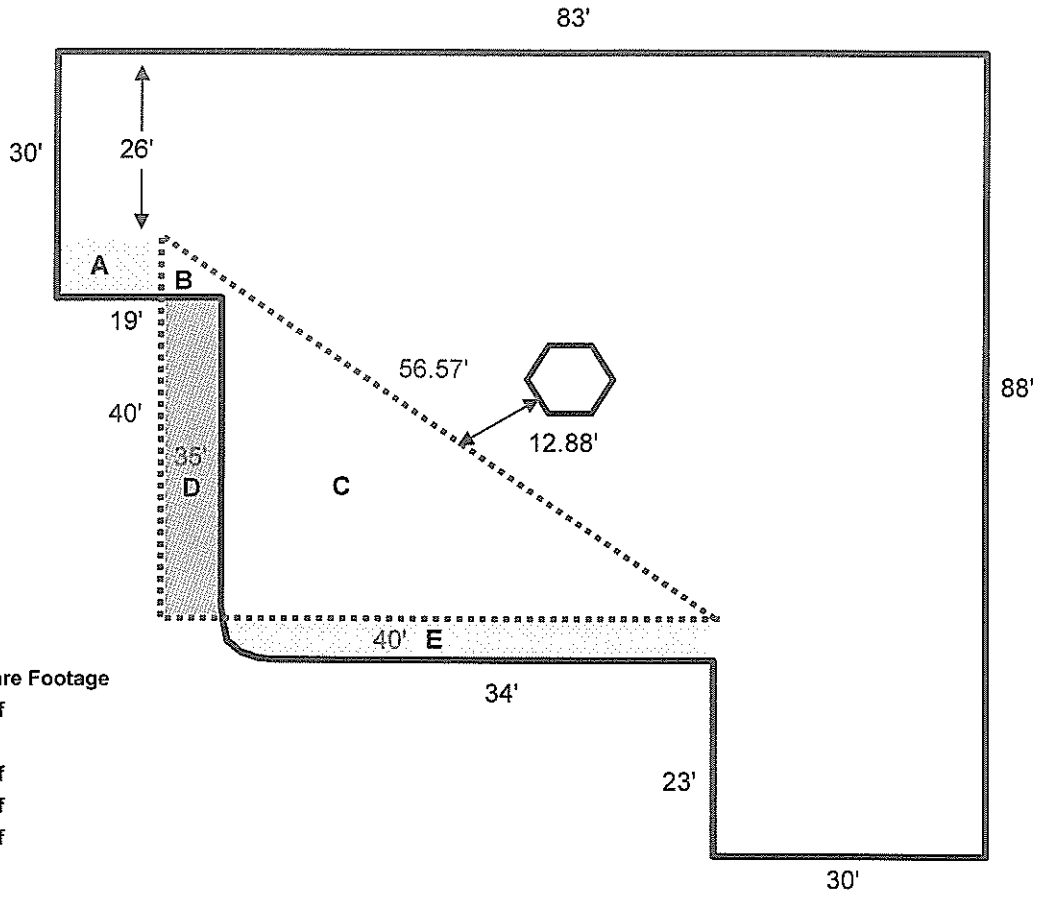
Improvements: During the on-site inspection of the subject property, no building improvements were indicated within nor affected by the part to be acquired. Site improvements located within the proposed acquisition are valued utilizing cost estimates from Marshal & Swift Valuation Service and local contractors. Any utilities located within the part to be acquired shall be relocated as an item of construction and shall not be included within the compensation of the subject property as per scope of the assignment.

Highest and Best Use: Commercial Development

(Form ROW-A-^ Rev. 7/2004 Page 3 of 5 Continued on Next Page)

SKETCH OF THE SUBJECT PROPERTY

(Sketch is not to scale)



Area Square Footage

- **A: 184 Sf**
- **B: 32 Sf**
- **C: 576 Sf**
- **D: 192 Sf**
- **E: 136 Sf**

Concreate within the part to be acquired.		**610' Sf**
Grass within the part to be acquired.		**190' Sf**
	Total	**800' Sf**
Concrete not located with (but effected by) the part to be acquired.		**320' Sf**

(Continuation from previous page)

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	William H Padgett & Doris E. Padgett	Faith Development, LLC	Wilder Corporation	Israel Lee Rivas and wife, Cynthia Rivas
Grantee	Rigoberto and Dora Hernandez	SSP Partners	Esperanza Munoz	KFLP Limited
Date of Sale	April 18, 1990	December 28, 2006	February 18, 2004	August 2, 2007
Unit Price	/ SF	8.35 / SF	4.91 / SF	10.96 / SF
Relative Location	Average	Superior -30%	Superior -10%	Superior -50%
Lot Location	Corner Tract	Corner Tract 0%	Interior Tract 20%	Corner Tract 0%
Financing	Conventional	Similar 0%	Similar 0%	Similar 0%
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Typical of Market	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / Electricity / Phone	Similar 0%	Similar 0%	Similar 0%
Street Access / Frontage	El Gato Road	SWC of I Road and Moore Road 0%	E/S of Cage Boulevard North of Moore Drive 0%	SWC of Cage & Hall Acres Road 0%
Size of Tract	2.50 Ac	1.36 Ac 0%	1.00 Ac 0%	0.89 Ac 0%
Net Adjustments		Δ -30%	Δ 10%	Δ -50%
Indicated Unit Value		$ 5.85 / SF	$ 5.40 / SF	$ 5.48 / SF

Estimated Unit Value of Fee Simple Area $ **5.50 / SF**

Estimated Value by Sales Comparison Approach **(800 SF @ $5.50 / SF)** $ **4,400**
(Includes Part To Be Acquired Only)

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No. 7 Highway: FM 907 (Alamo Road) County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/ Lessor: Faith Development, LLC Grantee/Lessee: SSP Partners

Date: December 28, 2006 Recording Information: Doc. 1703090 Key Map: N/A

Address: 2201 South "I" Road Zip Code: 78516

Legal Description: All of Lots One (1) and Two (2), Hacienda Palms Subdivision, an addition to the City of San Juan, Hidalgo County, Texas, according to a map or plat recorded in Volume 50, Page 6, Map Records, Hidalgo County, Texas.

Confirmed Price : $ 495,000 Verified with: Developer - Jerry Garza

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 1.36 Acres or 59,252 Sf Unit Price as Vacant : $ 363,971 / Ac or $ 8.35 / Sf

Type Street: Asphalt Paved Street Utilities: Electricity/Phone/Water/Sewer

Improvement(s) Description: Vacant At Time of Sale

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $:

Condition and Functional Design: N/A

Current Use: Circle K Convenience Store Highest and Best Use: Commercial Development

Date of Inspection: January 5, 2008 Zoning: N/A Flood Plain: Zone B

Attach Additional Information: Vacant corner tract of land located at the southeast corner of "I" Road and Moore Road in San Juan, Texas.

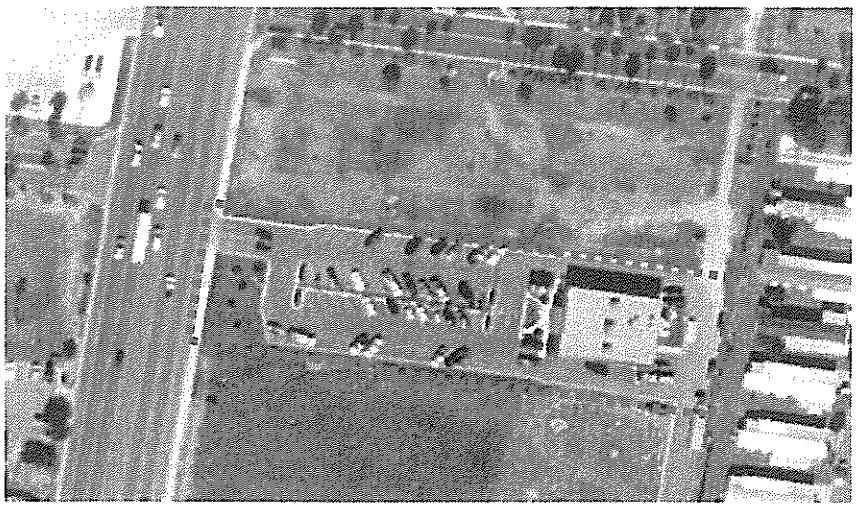
Appraiser: Leonel Garza III January 5, 2008
(Typed, not signed) Date

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No. 7 Highway: FM 907 (Alamo Road) County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/ Lessor: Wilder Corporation Grantee/Lessee: Esperanza Munoz

Date: February 18, 2004 Recording Information: Doc. 1300239 Key Map: N/A

Address: Located on the east side of Cage Boulevard just north of Moore Drive. Pharr, Texas. Zip Code: 78577

Legal Description: The south 117.73' feet of the north 267.73' feet out of Lot 2, Tropic Star Subdivision, an addition to the City of Pharr, Hidalgo County, Texas.

Confirmed Price: $ 214,000 Verified with: Deed Records & Esperanza Munoz

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 1.00 Acres or 43,560 Sf Unit Price as Vacant $ 214,000 /Acre or $ 4.91 / Sf

Type Street: Asphalt Paved Street Utilities: Electricity/Phone/Water/Sewer

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest and Best Use: Commercial Development

Date of Inspection: January 5, 2008 Zoning: Commercial / R-4 Flood Plain: Zone B

Attach Additional Information:

The subject property is located on the east side of Cage Boulevard just north of Moore Drive in Pharr, Texas. The property consists of 43,560 square feet with ±117.73 lineal feet of frontage along the east side of Cage Boulevard. The property has access to all city of Pharr utilities with access to a 12' water line and a 12" sewer line. It is indicated by FEMA Flood Panel No. 4803470005C dated October 19, 1982 not to be located within a flood prone area with a Zone "C" Designation. Municipal zoning of the subject property is mixed with 200.0' being General Commercial and the remaining land in the rear being "R-4", Residential. The subject property is proposed to be improved with a Taco Fiesta Restaurant.

Appraiser: Leonel Garza III January 5, 2008
(Typed, not signed) Date

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No. 7 Highway: FM 907 (Alamo Road) County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐

Grantor/ Lessor: Cynthia Rivas Grantee/Lessee: KFLP Limited

Date: August 2, 2007 Recording Information: Doc. 1790242 Key Map: N/A

Address: The property is located at the southwest corner of Cage Boulevard and Hall Acres Road, Pharr, Texas. Zip Code: 78577

Legal Description: The east 285' feet of the north 136' feet of Lot 236, Kelly-Pharr Subdivision, an addition to the City of Pharr, Hidalgo County, Texas, according to a map or plat recorded in Volume 3, Page 134, Deed Records, Hidalgo County, Texas.

Confirmed Price: $ 425,000 Verified with: Sale Contract

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 0.89 Acres or 38,768 Sf Unit Price as Vacant $ 477,528 / Acre or $ 10.96 / Sf

Type Street: Asphalt Paved Street Utilities: Electricity/Phone/Water/Sewer

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest and Best Use: Commercial Retail

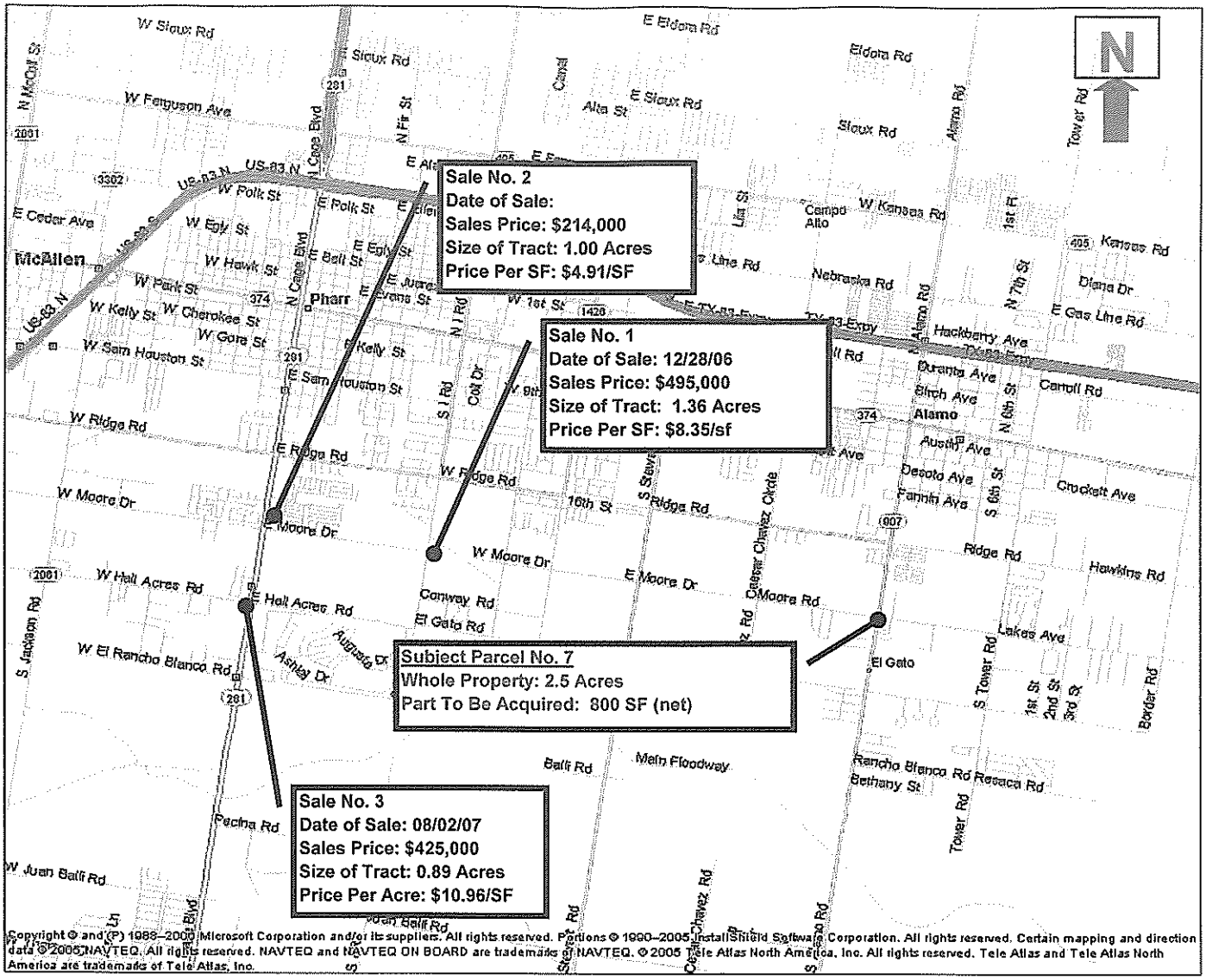
Date of Inspection: January 5, 2008 Zoning: Commercial Flood Plain:

Attach Additional Information:

The sale is located at the southwest corner of South Cage Boulevard (U.S. Highway 281) and Hall Acres Road in Pharr, Texas. At the time of the sale the property was a vacant tract of land consisting of 0.89 Acres (38,768.40 square feet) gross or 0.652 Acres (27,007.20 square feet) net, with a dimension of 285.0' x 136.0'. According to the city of Pharr the site has access to all utilities which includes water and sewer. FEMA indicated that the subject property is located in Zone "B" which is not prone to flooding.

Appraiser: Leonel Garza III January 5, 2008
(Typed, not signed) Date

COMPARABLE SALES MAP



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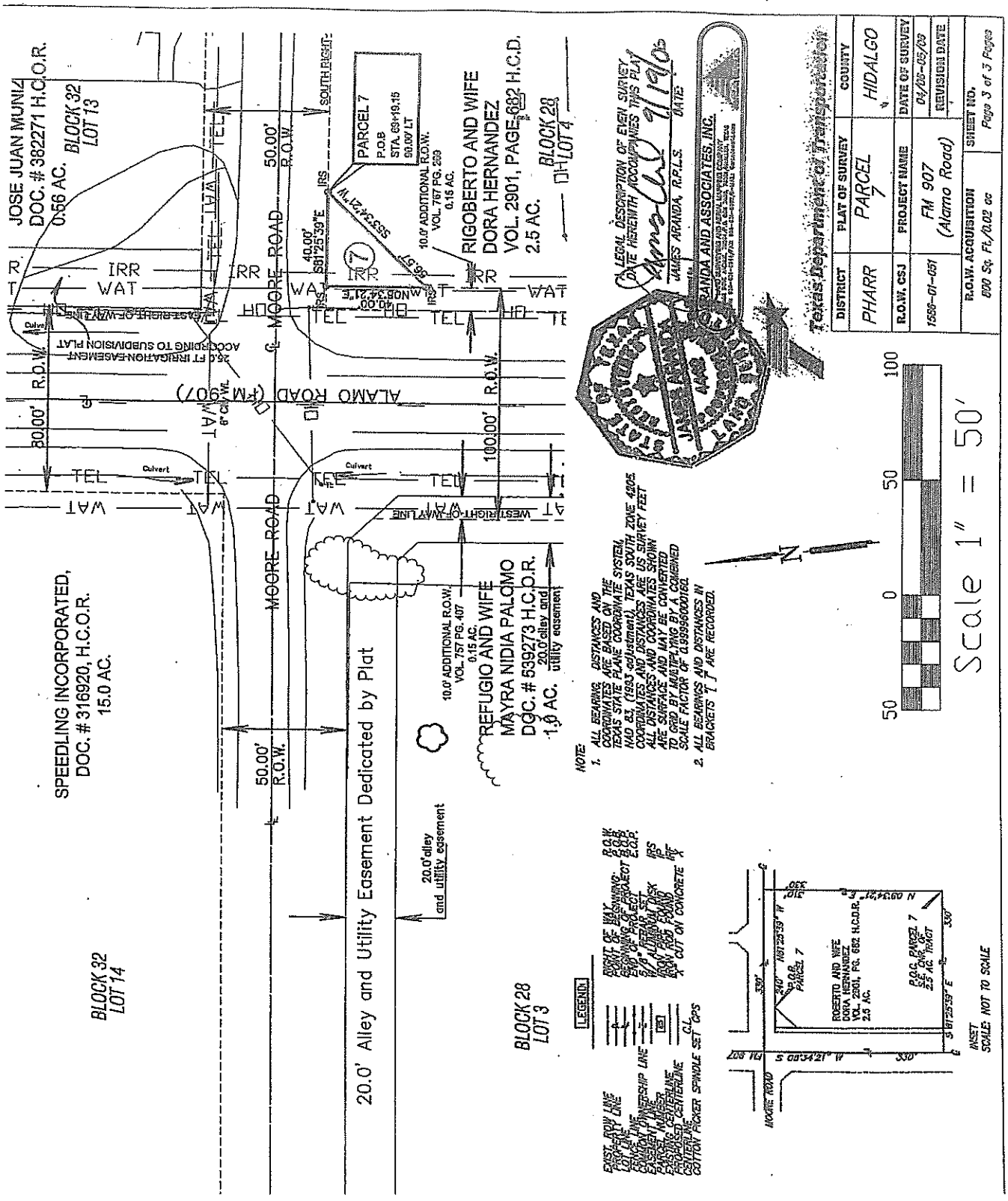
SURVEY OF SUBJECT PROPERTY (Page 1 of 1)



Yellow Highlight = Proposed Right-of-Way

Parcel 7
Page 1 of 3
Survey Date: 04/06-05/06
Revision Date:

Exhibit "A"

County: HIDALGO
Highway: FM 907 (Alamo Road)
ROW CSJ: 1586-01-051
CCSJ: 1586-01-045

Parcel 7
Property Description

Being 800 square feet (0.02 acre) of land more or less, situated in Hidalgo County, Texas and also being a part or portion of a tract of land out of Lot Four (4), Block Twenty Eight (28), Alamo Land and Sugar Company's Subdivision as recorded in Volume 1, Pages 24-26, Hidalgo County Map Records and conveyed to **RIGOBERTO AND WIFE DORA HERNANDEZ** in a document recorded in Volume 2901, Page 682, Dated April 18, 1990 of the Hidalgo County Deed Records, and said 800 square feet (0.02 acre) also being more particularly described by metes and bounds as follows;

COMMENCING on an iron rod set on the southwest corner of said Rigoberto and wife Dora Hernandez, a 2.5 acre tract, THENCE as follows:

N 08° 34' 21" E, along the West line of said Rigoberto and wife Dora Hernandez Tract, a distance of 310.00 feet to the South right of way Line of Moore Road. Thence, continuing along the South right of way line of Moore Road N 81° 25' 39" W, a distance of 240.00 feet to a ½" iron rod set for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) Thence, S 53°34'21" W, to the East right of way line of FM 907 (Alamo Road), a distance of 56.57' feet to a ½" iron rod set with an aluminum cap, for the southwest corner of this tract;

(2) Thence, N 08°34'21" E, in a northerly direction along the East right-of-way line of FM 907 (Alamo Road), a distance of 40.00 feet to a ½" rod set with an aluminum cap, for the northwest corner of this tract;

Parcel 7
Page 2 of 3
Survey Date: 04/06-05/06
Revision Date:

(3) Thence, S 81°25'39" E, a distance of 40.00' feet to the **POINT OF BEGINNING** and containing 800 square feet (0.02 acre) of land, more or less.

Note: The Point of Beginning of this description has coordinates of X = 1106930.4445 and Y = 16586138.3669; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.0000400;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

9/19/06
James Aranda, R.P.L.S. Date
Texas Registration No. 4442

R.P.L.S. SEAL
STATE OF TEXAS
REGISTERED
JAMES ARANDA
4442
LICENSED
LAND SURVEYOR

Explanation of Adjustments with Reconciliation:

During the analysis of the part to be acquired, the value for the subject property as a whole was determined. This determination of market value is utilized for the valuation of the part to be acquired which is a pro-rata part of the whole. The local market was searched for comparable sales of which contained similar frontage along South Alamo Road (FM 907) and other similar nearby thoroughfares. Each of the sales utilized are located on or near intersection similar to the subject property. Adjustments were required to each of the comparable sales due to inferior and superior qualities in direct comparison with the subject. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located at the southeast corner of I Road and Moore Road within the City of Pharr. The subject property was originally purchased by Faith Development for a single family residential subdivision of which consisted of approximately 16 acres. The developer subdivided the frontage along I Road and sold this portion to SSP Corporation also known as Circle K Convenience Store. The subject was vacant at the time of inspection. Due to the superior location of the comparable a downward adjustment of -30% was indicated. No further adjustments were required. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is $5.85 per square foot.

Sale No. 2 is located along the eastern side of Cage Boulevard, just north of Moore Drive within the City of Pharr. The subject is currently improved with a Taco Fiesta Restaurant. Due to the superior location of the comparable sale a downward adjustment of -10% was indicated. However, an upward adjustment for being an interior tract of +20% was also indicated. No further adjustments were indicated for the comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is $5.40 per square foot..

Sale No. 3 is located at the southwest corner of Cage Boulevard and Hall Acres Road within the City of Pharr. The subject property was purchased for commercial speculation. Due to the superior location of the comparable sale a downward -50% adjustment was required. No other adjustments were required for this comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is $5.48 per square foot.

After reviewing the comparable sales selected, an unadjusted unit range of market value of $4.91 per square foot to $10.96 per square foot was indicated. After adjustments were made in paired sales analysis of the comparable to the subject property, an adjusted range of market value of $5.40 per square foot to $5.85 per square foot was determined. Based on the existing developments within the immediate market area and the current trends found along Alamo Road and Ridge Road, a unit value near the upper end of the adjusted range; $5.50 per square foot.

ESTIMATED VALUE OF ACQUISITION

Land:	**800 SF**	**@**	**$**	**5.50 per square foot**	**$**	**4,400**

Improvements:

Concrete Paving - Owner of Record Watermill Express LLC (610 sf @ $5.50/ square foot)	**$**	**3,355**
	$	-
	$	-
	$	-
	$	-
Total Improvements	**$**	**3,355**

TOTAL ESTIMATED VALUE	**$**	**7,755**
Cost To Cure Damages	**$**	**15,150**
Estimated Total Compensation	**$**	**22,905**

Cost To Cure Explanation

After a review of the construction documents and speaking with the Texas Department of Transportation on the proposed construction at this intersection, it was indicated that the driveway needed to be relocated in order to regain the existing engress and ingress to the subject property. Therefore, a cost to cure to expand the existing concrete drive and extension of the concrete paved area shall be required. Based on this extension, a cost to cure estimated to be 1,000 square foot area x $5.50 square foot = $5,500.00. In addition, due to the relative proximity of the Watermill Express unit to the area to be acquired a cost to cure is required. A relocation cost for the unit of $9,650, (based on estimate provided by property owner), will be included to allow proper traffic flow and accesibility to both sides of the water mill facility as prior to the acquitition. Total cost to cure damages is therefore calculated to be $15,150.

This appraisal has been updated since the previous appraisl on dated March 25, 2008, based on new information provided by property owner of which is attached within the addenda of this report.

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualifications of Appraisers
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Warranty Deed
7. Counter Offer

Certification of Appraisal

I certify that, to the best of my knowledge and belief:

* The statements of fact contained in this report are true and correct.
* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
* I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
* I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
* My engagement in this assignment was not contingent upon developing or reporting predetermined results.
* My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
* My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in conjunctions with the standards accepted by the Texas Department of Transportation.
* I have made a personal observation of the property that is the subject of this report. Assisting in the gathering of on-site information during the date of inspection was Luis Carlos Garza, Appraiser Trainee. Their specific use during this project was limited to the measuring of improvements located within taking and those items which may be damaged by the part to be acquired, aiding in the photography of the subject property and partial analysis. The full analysis and data gathering of sales information and other information concerning the subject property was performed by Leonel Garza III, General Certified Appraiser.
* I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
* I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative and for the purpose of right-of-way acquisition only and does not meet the standards required by certain financial institutions for the purpose of acquiring a loan.
* The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of the client to begin negotiations of said property for acquisition.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX - 1328375-General

Luis Carlos Garza
Appraiser Trainee
License No. TX - 1335013 - Trainee

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumption:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering, title reports and surveys provided are assumed to be correct. The survey and field notes and other illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses; certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the survey provided.
10. Unless otherwise stated in this report, this appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication with out the written permission of Leonel Garza Jr. & Associates LLC.
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser and or the client of this report.
5. If the property rights appraised are the "Leased Fee Estate", then the final indicated market value estimate is based on the continued performance under the lease terms.
6. All original appraisal reports have been signed in blue. Any other copy, which is not signed in blue, may have been altered, and this appraiser is not responsible for its contents or values indicated.

Assumptions and Interpretations Made of the Marketing Period

1. Marketing Time Period: Begins with the date of value estimate and with the indicated exposure time.
2. Exposure to the open market: listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the market. This appraiser does not consider a sign placed by a property owner on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.
3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER - LEONEL GARZA III

EDUCATION

* **Graduate, 1995, Texas A&M University, College Station, Texas**
  Bachelor of Science in Biomedical Science

* **Graduate, 1991 McAllen Memorial High School, McAllen, Texas**

LICENSE HELD

* **State Certified General Real Estate Appraiser**
* License Number TX - 1328375-General
* December 31, 2006 Through December 31, 2008 (Active)

PUBLIC SERVICE & PROFESSIONAL ORGANIZATIONS

* **Associate Member of the Appraisal Institute (Not an MAI Designated Appraiser)**
  Currently taking courses toward the designation of MAI through the Appraisal Institute. Approximate time of completion, 2 years)

* **Chairman of the City of McAllen Zoning Board of Adjustments & Appeals**
  The ZBOA protects enforces and reviews the current city zoning ordinances for all types of properties within the boundaries of the City of McAllen. Cases heard are first brought to the City Planning and Zoning Commission and then to the ZBOA if a variance is required. The ZBOA shall review the previous boards decision and upon a super-majority vote shall decide whether or not the applicants request for overturning the previous boards action is required.

* **Chairman of the Hidalgo County Subdivision Review Board**
  The county commission on subdivision review's primary goal is to ensure that proper standards, set by Texas State Law and the Texas State Attorney Generals Office, are mandated by each proposed subdivision developer and or land owner who resides within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo.

* **Chairman of the Hidalgo County Building Line of Adjustments Board**
  This county advisory board reviews applications of those who have recently constructed or contain non-conforming structures of which are not in compliance with a recorded subdivision plat nor the Hidalgo County Planning Departments minimum set back requirements. These requirements are govern by the Texas Water Development Board and the Texas Model Subdivision Rules.

* **Former Executive Board Member of the Lower Rio Grande Boy Scout Council**
  The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

* **Former Vice Chairman and Member of the City of McAllen Ambulance Advisory Committee**
  The Ambulance Advisory Committee is responsible for review the current contract provider for 911 services within the City of McAllen and attend to any concerns and or complaints toward the contractor.

* **Former Member of the City of McAllen Building Board of Adjustment and Appeals**
  The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

* **Former Member of the Pharr Municipal Park Charter Committee**
  Appointed in 1998-1999, our goal was to establish a 103-acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X. The project is still on-going.

WORK EXPERIENCE & CONTINUING EDUCATION

* Employee of Leonel Garza Jr. & Associates since 1990
* State Certified General Real Estate Appraiser since 1998 - Present
* Owner of G-3 Construction which primary focus is custom single-family residences and multifamily apartment complexes.
* Commercial property manager throughout the City of McAllen & Pharr, Texas.
* Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. Leonel Garza Jr. was a State Certified General Real Estate Appraiser in McAllen, Texas for over 18 years, and was a Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998 appointed by Governor George W. Bush for two terms.

Clients For Whom Appraisals Have Been Prepared By This Appraiser			
Banks	Bankruptcy Courts	Cities	Counties
Attorneys	Texas Department of Transportation	Alamo	Hidalgo
Retailers	Homeowners	Mission	Cameron
Doctors	Rancher	McAllen	Star
Oil Companies	Banks	Pharr	
Farmers	National Franchises Estate Planners	Hidalgo	
Mortgage Companies		San Juan	
Hotel Franchises		Edinburg	
US Department of Interior		Mercedes	

Type of Appraisals Which Have Been Prepared By This Office		
Caliche Pits / Land Fills	Apartment Complexes	Agricultural Land
Commercial Lots	Automobile Agencies	Bar / Lounges
Convenience Stores	Mini-Storage Units	Grocery Stores
Farms & Ranches	Mobile Home Park Subdivision	Multi- Tenant Retail
Industrial (McAllen Foreign Trade Zone)	Motels / Hotels	Multi-Tenant Offices
Industrial Subdivisions	Ranches	Residential
Medical Offices	Residential Subdivisions	Vacant Residential Lots
Retail Commercial Strips	Restaurants	Veterinary Clinics
Warehouses	Right-of-Way Acquisitions	
	Truck Stops	

Areas Where Appraised Properties Have Been Performed By This Office			
Alamo	Georgewest	McAllen	Rio Grande City
Alice	Hargill	McCook	Roma
Austin	Harlingen	Mercedes	San Antonio
Beeville	Hidalgo	Mission	San Juan
Donna	Kingsville	New Braunfels	South Padre Island
Edcouch	Kyle	Palmview	Sullivan City
Edinburg	La Feria	Pleasanton	Weslaco
Eagle Pass	La Joya	Port Isabel	Zapata
Elsa	Los Ebanos	Progreso	

CERTIFIED LETTER OF INSPECTION TO PROPERTY OWNER

Leonel Garza Jr. & Associates LLC
Appraisal Services
1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236 / leonel3@aol.com

November 15, 2007

1586-01-051 Parcel 7

Rigoberto & Dora S Hernandez

701 South I Road

San Juan,TX 78589-3224

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Right of Way Department to appraise various properties along the FM 907 (Alamo Road) from Ridge Road thru El Gato Road for the purpose of acquiring additional right-of-way (land). The purpose of such "right-of-way" is for the expansion and renovation of FM 907 (Alamo Road). This project is Phase I of a master plan created by Hidalgo County Right of Way Department to enhance the roadway within your neighborhood. The County is interested in acquiring a portion of your frontage along FM 907 (Alamo Road) for this expansion in the name of the State of Texas in fee simple. Marked on the attached exhibit is the portion of land, which is to be appraised and purchased. This is the beginning process for future negotiations to acquire and compensate you for your land. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295 located in McAllen, Texas.

We believe that you may own this property affected by the acquisition. If you are not the owner of this property, we ask that you please contact us.

An off-site inspection and photographs of your property may have already been conducted from the existing road right of way. If you have any questions regarding this inspection of your property or care to join us for a re-inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX – 1328375-General

Cc: Hidalgo County Right-of-Way Dept.
Bobby Villarreal – Right-of-Way Agent
509 East Earling Road
San Juan, Texas
Office Phone (956) 283-8134

CERTIFIED LETTER TRACKING INFORMATION

7005 3110 0000 0984 4637

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.21

Postmark Here

FM907 P.7

Sent To: Rigoberto & Dora S. Hernandez
Street, Apt. No.; or PO Box No.: 701 South d Road
City, State, ZIP+4: San Juan, TX 78589-3224

PS Form 3800, June 2002 — See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
1586-01-051 Parcel 7
Rigoberto & Dora S Hernandez
701 South d Road
San Juan, TX 78589-3224

FM907 (Alamo Rd.)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

SAN JUAN TX NOV 20 2006 78589

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7005 3110 0000 0984 4637

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

2251

Prepared by the State Bar of Texas for use by lawyers only
Revised 10-85
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WLL/ml

WARRANTY DEED

VOL. 2901 PAGE 682

Date: April 10, 1990

Grantor: William H. Padgett and wife, Doris E. Padgett

Grantor's Mailing Address (including county): Rt. 2, Box 163-GG
Alamo, Hidalgo County, Texas 78516

Grantee: Rigoberto Hernandez and wife, Dora S. Hernandez

Grantee's Mailing Address (including county): 616 W. Cherokee
Pharr, Hidalgo County, Texas 78577

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable cash considerations

Property (including any improvements):

The North 2 1/2 acres of the West 5 acres of the North 20 acres (also known as the West 330 feet of the North 330 feet) of Lot Four (4), Block Twenty-eight (28), Alamo Tract of the Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 24-25, Map Records, Hidalgo County, Texas, reference to which record is here made of for all purposes.

SAVE AND EXCEPT a tract of land 178 feet x 132 feet X out of Southwest corner conveyed to Robert C. Champion and wife, Santitos T. Champion by Deed dated May 4, 1977, recorded in Volume 1530, Page 165, Deed Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

(A) All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instruments recorded in Volume 1189, Page 825, and in Volume 1443, Page 327, Deed Records, Hidalgo County, Texas.

(B) Oil, Gas, and Mineral Leases dated March 30, 1938, recorded in Volume 32, Page 253; dated December 18, 1952, recorded in Volume 137, Page 168; in Volume 208, Page 128; and Volume 400, Page 805, Oil and Gas Records, Hidalgo County, Texas.

(C) Easement for RIGHT OF WAY granted to HIDALGO COUNTY, as set forth in instrument recorded in Volume 767, Page 269, Deed Records, Hidalgo County, Texas.

(D) Easement for RIGHT OF WAY granted to HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, as set forth in instrument recorded in Volume 2369, Page 657, Official Records, Hidalgo County, Texas.

(E) Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 2.

(F) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

(G) Subdivision regulations of the County of Hidalgo and/or Ordinance or government regulations of the City holding extraterritorial jurisdiction of said property.

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, 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 the context requires, singular nouns and pronouns include the plural.

VOL. 2901 PAGE 683

William H. Padgett
W.H. PADGETT

Doris E. Padgett
DORIS E. PADGETT

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 13th day of April, 1990
by W.H. PADGETT William H. Padgett and DORIS E. Padgett

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

WILLIAM L. LEMEN
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-30-92

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of , 19
by
of
a corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:

CHARGE & RETURN
W. L. LEMEN
BOX 54
SAN JUAN ,TEXAS 78589

PREPARED IN THE LAW OFFICE OF:
William L. Lemen, P.C.
220 W. 6th Street
P.O. Box 54
San Juan, Texas 78589

FILED FOR RECORD
'90 APR 18 PM 4 38
COUNTY CLERK
HIDALGO COUNTY, TEXAS

AI-10985 **14.B.**

Open Cut - Rogers Road
CC REGULAR

Date: 09/09/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

Authorization for discussion and/or approval to open cut Rogers Road approximately 500' west of Val Verde Road- 3/4" service connection - North Alamo Water Supply.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No budgetary impact

Attachments

Link: Permit Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 07:49 AM	APRV
2	Dale Kennan	Dale Kennan	09/04/2008 09:19 AM	APRV
3	Auditor's Office	Becky Morales	09/04/2008 12:07 PM	APRV
4	Purchasing Department	Marty Salazar	09/04/2008 12:23 PM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 07:55 AM	APRV

Form Started By: Sandra Garcia — Started On: 09/03/2008 05:13 PM

Final Approval Date: 09/05/2008

REVISED NOVEMBER 2005 FEE: $ 3.75

THE 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 9th day of Sept., 2008 does by these presents **GRANT, GIVE AND RELINQUISH TO**:
The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a **2"** inch /water/ gas/ sewer/ irrigation line; said line to be constructed of **PVC** material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**
1. Approximately 500' W of FM 1423 on the South Side of Rogers Rd – Need to break pavement to locate water line – Crisoforo Maldonado (¾" service connection)

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a **water** line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all

related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the

Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the 9th Day of September, 2008.

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

Rebecca A. Reyes of Permittee, North Alamo Water Supply Corporation
(Printed Name of Agent) (Company Name)

420 S Doolittle Rd Edinburg Tx 78539 (956)383-1618 fax (956)318-0909
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and a

WITNESS my hand this the 2nd Day of September, 2008.

BY: Rebecca A. Reyes
Signature

Clerk
Title

THE 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 JUAN D SALINAS,111,County Judge of Hidalgo County, Texas and SYLVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L.GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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 the 3rd day of Sept, 2008.

REBECCA GOMEZ
Notary Public, State of Texas
My Commission Expires
09-17-2011

Rebecca Reyes
Notary Public, State of Texas

My Commission Expires:

THE 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 Rebecca A. Reyes, Agent of North Alamo Water Supply Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said North Alamo Water Supply Corporation a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of September, 2008.

NOELIA ESCAMILLA
Notary Public
STATE OF TEXAS
My Comm Exp 07-07-2009

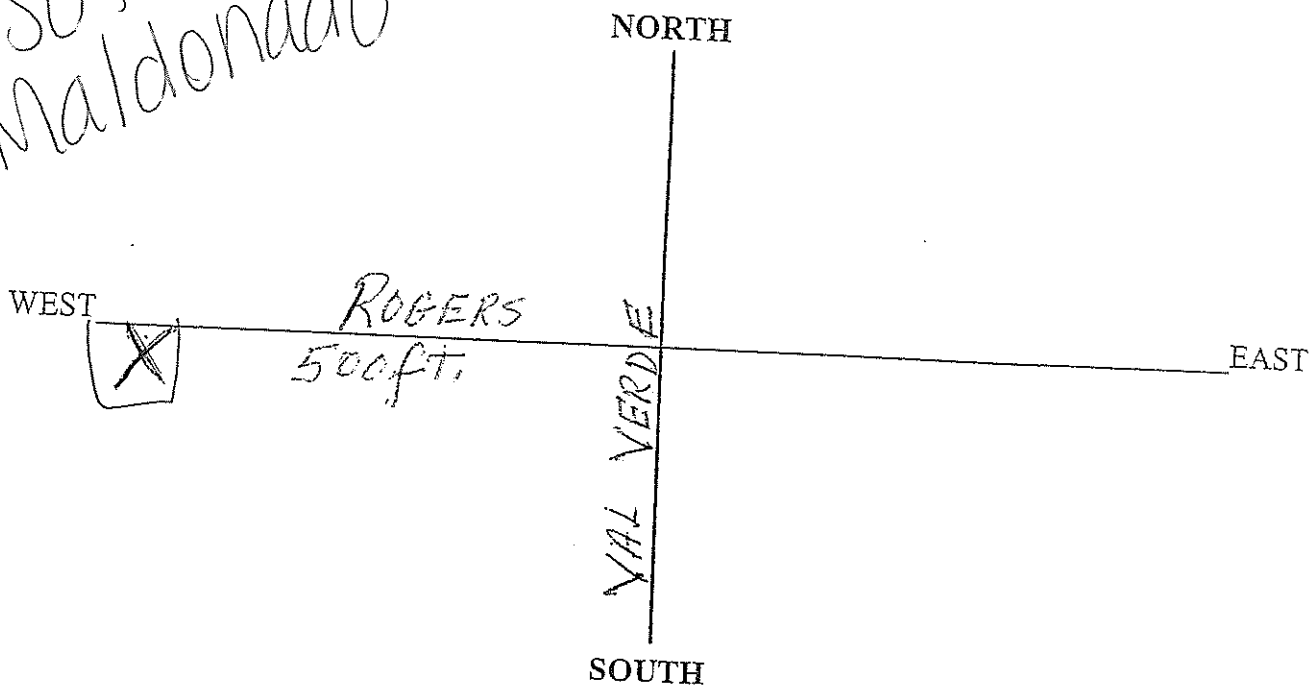
Noelia Escamilla
Notary Public, State of Texas

My Commission Expires:

*** PLEASE STAKE METER LOCATION WITH NAME ON STAKE***
STAKE SHOULD BE AT LEAST 3 FEET HIGH.

Make map showing closest crossroads.

Crisoforo Maldonado



AI-10999 **14.C.**

Acquisition of Irrigation Ditches
CC REGULAR

Date: 09/09/2008
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Area: Right of Way

Information

CAPTION

1. Authorization for consideration, action and/or approval to enter in negotiation with various Irrigation Districts to acquire existing ditches within Hidalgo County.
2. Authorization for surveys metes & bounds, title reports, appraisals and possible acquisition of additional right of way of existing ditches within Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-260-001-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $612,026.00 as of 9/4/08. Pending final location of ditches to determine which precinct account numbers will be used for the acquisition.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 02:37 PM	APRV
2	Dale Kennan	Dale Kennan	09/04/2008 03:21 PM	APRV
3	Auditor's Office		09/05/2008 05:08 PM	NEW
Form Started By: Sandra Garcia			Started On: 09/04/2008 11:05 AM	
Final Approval Date: 09/05/2008				

AI-10960 **15.A.**

Membership Dues
CC REGULAR

Date: 09/09/2008
Submitted By: Yolanda Agado, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Area: Auditor's Office

Information

CAPTION

Requesting approval to pay membership dues in the amount of $65.00 to the Institute of Internal Auditors (Req # 138763).

BACKGROUND

The purpose of the The Institute of Internal Auditors is to support the membership by providing education and resources to assist in the performance of their official duties in an independent, professional and innovative manner, therefore enhancing efficient and effective County government.

The purpose of the The Institute of Internal Auditors is to enhance and promote the professional management of governments for the public benefit by identifying and developing financial policies and practices and promoting them through education, training, and leadership.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-21-170-001-0-810
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req # 00138763 with $65.00 available
Funds available in account as of 09-04-08 $985.00

Attachments

Link: Membership Dues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 09:22 AM	APRV
2	Veronica Lopez	Veronica Lopez	09/04/2008 10:44 AM	APRV
3	Auditor's Office	Becky Morales	09/04/2008 12:03 PM	APRV
4	Purchasing Department	Marty Salazar	09/04/2008 12:21 PM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 07:55 AM	APRV
Form Started By: Yolanda Agado			Started On: 09/03/2008 08:33 AM	

Final Approval Date: 09/05/2008

The Institute of Internal Auditors
Progress Through Sharing

247 Maitland Avenue, Altamonte Springs, Florida 32701-4201, United States
Phone: +1-407-937-1100, Fax: +1-407-937-1101
E-mail: custserv@theiia.org Web: www.theiia.org

Mr. Raymundo Eufracio
Hidalgo, County of
100 E Cano 3rd Floor
Post Office Box 689
Edinburg TX 78540-0689
UNITED STATES

Email: ray.eufracio@auditor.co.hidalgo.tx.us

Customer ID	Expiration Date	Terms
1311243	10/31/2008	Due Upon Receipt

Quantity	Description	Invoice #	Invoice Date	Unit Price	Amount
1	Government Member	1574230	08/01/2008	$65.00	$65.00

This renewal notice covers your IIA membership dues, or if applicable, your special membership section renewal. Note: Membership dues are tax deductible as a business expense, not as a charitable contribution. Your membership fees include a $40 subscription to *Internal Auditor* magazine. 0% of dues is **not** deductible as used for lobbying purposes. Contributions to The IIA Research Foundation and the Academic Relations Fund, 501(c)(3) non-profit organizations, are deductible as charitable contributions.

		Amount Paid (US Dollars)	$0.00
		Balance	$65.00
Special Membership Subscription:	Chief Audit Executive Services	Add $100	
	Gaming Audit Group	Add $40	
	Financial Services Auditor Group	Add $40	
The Internal Audit Academic Advancement Fund: Product Code AIRF	Your contribution will assist IAEP schools in developing internal audit education curricula and meet the market demand for knowledgeable, experienced internal auditors in the workforce. Your contribution will be matched with funds from The IIA	$50 suggested minimum	
Research Foundation Contribution: Product Code RIRF	You can make a difference! We invite you to support your profession through a voluntary contribution to The IIA Research Foundation.	$50 suggested minimum	
		Grand Total	

Payment Options

All payments must be made in U.S. dollars. For drafts drawn on banks located outside the U.S. and Canada, please add $30.00 U.S. to your payment for bank collection fees. To transfer payments by wire, have your bank wire funds to IIA Account #3044773, CNL Bank and add $15.00 U.S. wire fee; if paying by ACH use routing number 063114289. A finance charge of 1.5% per month (APR 18%) will be added to all balances over 30 days. Federal I.D. Number: 135532538 - Canadian GST: R124590001
If paying by wire transfer, please be sure to include your customer number and invoice number on your transfer notice. Please e-mail wirepayments@theiia.org with the date of the wire, transfer amount and invoice number to be paid.

Please remit payment to:

The Institute of Internal Auditors
CNL
P O Box 31280
Tampa FL 33631-3280

Charge to: VISA ____ ____ AMEX ____

Name as it appears on Credit Card _____

Account # _____ Exp. _____

_____

Signature (as it appears on card)

Paying by credit card? Visit us on-line at www.theiia.org

Return One Copy with Payment

Renewal Notification
ssanders 08/01/2008

1311243

Requisition
COUNTY AUDITOR

Req # 00138763
PO #
Date: 09/03/08

Bill To: x
x

Vendor : 293776
THE INSTITUTE OF INTERNAL AUDITORS
PAYMENT CENTER
P.O. BOX 281196
ATLANTA GA 30384-1196
FAX (407)937-1101

Ship To: COUNTY AUDITOR
2802 SOUTH HIGHWAY 281
EDINBURG TX 78539

Contact: R. EUFRACIO
956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		MEMBERSHIP DUES FOR ONE (1) STAFF MEMBER (CLASSIFIED AS A GOVERNMENT MEMBER) FOR A PERIOD OF 1-YEAR EFFECTIVE: 11/1/2008 - 10/31/2009		
1	YEAR	CUSTOMER ID #1311243 - RAYMUNDO EUFRACIO, CPA - HIDALGO COUNTY AUDITOR	65.00	65.00
		Account No	Encumbrance	
		8-1100-415-21-170-001-0-810	65.00	
			Freight	.00
			Total	65.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: Linda Tong

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Raymundo Eufracio, CPA, do hereby state that my membership in the **THE INSTITUTE OF INTERNAL AUDITORS** 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 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: 9/3/08

TITLE: Hidalgo County Auditor

Before me Yolanda Agado, a Notary Public, appeared Raymundo Eufracio, CPA, 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 STATE OF TEXAS
YOLANDA AGADO
My Commission Expires
May 31, 2011

Yolanda Agado 9/4/2008
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

AI-10991 **16.A.**

Border Colonia Access Program Round III appropriation
CC REGULAR

Date: 09/09/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Colonia Access Program

Information

CAPTION

Border Colonia Access Program Round III:
Approval of 2008 appropriation of funds for the Border Colonia Access Program Round III in the total amount of $12,691,299.46.

BACKGROUND

The County of Hidalgo applied for funding from the Texas Department of Transportation under the Border Colonia Access Program (3rd Call).

Precinct	Allocation	Competitive	Total
Pct#1	$3,206,251.26	$420,163.71	$3,626,414.97
Pct#2	$2,900,778.85	$361,172.54	$3,261,951.39
Pct#3	$3,319,957.82	$451,513.71	$3,771,471.53
Pct#4	$2,031,461.57	$0.00	$2,031,461.57
Total	$11,458,449.50	$1,232,849.96	$12,691,299.46

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1312-431-00-12X-XXX-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for the Border Colonia Access Program Round III in the total amount of $12,691,299.46.

Attachments

Link: 2008 Allocation Eligible Project Costs
Link: Pct#1 3rd Call BCAP
Link: Pct#2 3rd Call BCAP
Link: Pct#3 3rd Call BCAP
Link: Pct#4 3rd Call BCAP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 10:51 AM	APRV

2	Veronica Lopez	Veronica Lopez	09/05/2008 11:04 AM	APRV
3	Auditor's Office		09/05/2008 05:08 PM	NEW

Form Started By: Manuel Chapa Started On: 09/04/2008 09:09 AM

Final Approval Date: 09/05/2008

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)
HIDALGO	M1080882	La Flor Estates	7,638.00	84,329.25	91,967.25
HIDALGO	M1080790	Village Grove #2		42,407.91	42,407.91
HIDALGO	M1080397	La Suena	126,020.00	231,579.36	357,599.36
HIDALGO	M1080600	Randolph Barnett #1	30,610.00	60,000.00	90,610.00
HIDALGO	M1080606	Regal Estates	71,110.00	120,000.00	191,110.00
HIDALGO	M1080406	Las Bnsas	47,500.00	130,000.00	177,500.00
HIDALGO	M1080883	La Flor Gardens	7,636.00	84,329.25	91,965.25
HIDALGO	M1080891	Los Encinos #2	104,425.00	113,480.03	217,905.03
HIDALGO	M1080274	Foster Subdivision	16,108.00	95,000.00	111,108.00
HIDALGO	M1080348	Jardin Terrace Subdivision	45,510.00	140,000.00	185,510.00
HIDALGO	M1080461	Mid-Valley Estates	21,600.00	213,250.95	234,850.95
HIDALGO	M1080687	South Palm Gardens Estates #1		58,759.11	58,759.11
HIDALGO	M1080055	Ariel Hinojosa Subdivision	24,310.00	121,491.95	145,801.95
HIDALGO	M1080886	Laborsita	5,124.00	54,900.48	60,024.48
HIDALGO	M1080804	Wes-Mer Subdivision	10,800.00	78,876.17	89,676.17
HIDALGO	M1080063	Balli Estates		536,612.27	536,612.27
HIDALGO	M1080401	Lakeview Subdivision	22,400.00	355,000.00	377,400.00
HIDALGO	M1080185	Colonia Whalen Road	26,756.00	98,047.17	124,803.17
HIDALGO	M1080855	Ash County	32,400.00	97,905.35	130,305.35
HIDALGO	M1080300	Hacienda De Los Vegas	4,534.00	107,976.43	112,510.43
HIDALGO	M1080310	Havana Lomas #4	28,710.00	104,890.95	133,600.95
HIDALGO	M1080111	Blue Star Enterprises #2	84,050.00	203,163.72	287,213.72
HIDALGO	M1080082	Basham #18	43,060.00	124,147.05	167,207.05
HIDALGO	M1080329	Hoehn Drive Subdivision	105,322.00	351,700.63	457,022.63
HIDALGO	M1080454	McColl Estates	68,875.00	112,422.71	181,297.71
HIDALGO	M1080319	High Point Subdivision		121,186.80	121,186.80
HIDALGO	M1080079	Basham #14	58,580.00	188,671.09	247,251.09
HIDALGO	M1080937	Aldamas Subdivision 1 & 2	220,065.00	295,784.13	515,849.13
HIDALGO	M1080380	La Homa Grove Estates	37,410.00	117,815.67	155,225.67
HIDALGO	M1080932	Indian Hills East		1,260,219.06	1,260,219.06

2008 Allocation Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)
HIDALGO	M1080940	Sundown's Retirement Center	100,895.00	108,870.74	209,765.74
HIDALGO	M1080324	Hilda Subdivision #2	62,020.00	120,000.00	182,020.00
HIDALGO	M1080262	Esperanza Estates	87,255.00	115,087.81	202,342.81
HIDALGO	M1080148	Chapa North	16,200.00	69,570.58	85,770.58
HIDALGO	M1080752	Trenton Terrace	140,840.00	135,000.00	275,840.00
HIDALGO	M1080657	Seminary Village Subdivision	36,400.00	135,000.00	171,400.00
HIDALGO	M1080149	Chapa South	9,000.00	66,877.78	75,877.78
HIDALGO	M1080234	Dude Hill #1	28,335.00	60,000.00	88,335.00
HIDALGO	M1080900	Morningside South	143,325.00	217,458.93	360,783.93
HIDALGO	M1080596	Rancho Escondido	183,270.00	269,551.95	452,821.95
HIDALGO	M1080154	Citriana Village	165,795.00	319,874.96	485,669.96
HIDALGO	M1080688	South Palm Gardens Estates #2		48,602.00	48,602.00
HIDALGO	M1080311	Havana Lomas #5	25,150.00	65,000.00	90,150.00
HIDALGO	M1080896	McKee #1	36,100.00	86,774.07	122,874.07
HIDALGO	M1080215	De Anda Subdivision	12,600.00	51,725.18	64,325.18
HIDALGO	M1080413	Las Milpas Subdivision	72,685.00	117,072.59	189,757.59
HIDALGO	M1080591	Ramon Leal Subdivision	15,570.00	70,547.90	86,117.90
HIDALGO	M1080387	La Mesa Subdivision	60,500.00	149,480.86	209,980.86
HIDALGO	M1080890	Los Encinos #1	39,585.00	45,000.00	84,585.00
HIDALGO	M1080587	Ramirez Subdivision	26,910.00	50,000.00	76,910.00
HIDALGO	M1080588	Ramirez Subdivision #2	20,560.00	50,000.00	70,560.00
HIDALGO	M1080589	Ramirez Subdivision #3	31,160.00	34,961.95	66,121.95
HIDALGO	M1080844	Colonia Esperanza #1	19,118.00	85,605.53	104,723.53
HIDALGO	M1080536	Palm Lake Estates #1	202,072.00	496,541.18	698,613.18

2008 Competitive Eligible Project Costs

County	TWDB ID #	Colonia Name	Total Drainage Costs ($)	Eligible Roadway Costs ($)	Total Eligible Project Costs ($)
HIDALGO	M1080536	Palm Lake Estates #1	57,227.00	140,622.00	197,849.00
HIDALGO	M1080470	Monica Acres	35,510.00	73,187.53	108,697.53
HIDALGO	M1080465	Miller Resub Lot A	60,965.00	76,037.83	137,002.83
HIDALGO	M1080220	Delta West Subd.	41,600.00	313,968.53	355,568.53
HIDALGO	M1080228	Diaz Subd.	9,000.00	55,595.18	64,595.18
HIDALGO	M1080460	Mesquite Acres Subd.	98,445.00	125,724.71	224,169.71
HIDALGO	M1080780	Vereda Tropical	25,660.00	119,307.18	144,967.18

HIDALGO COUNTY BORDER COLONIAS ACCESS PROGRAM
(FUND 1312-NEW)
BUDGET SETUP FOR 3RD CALL
PRECINCT 1

Account #	Subdivision	Object Description	Budget Amount	Total By CSJ	Total By Type	Total By Precinct
Pct#1 (Allocation)						
8-1312-431-00-121-855-0-312	Pct. 1 - Ash County	Administration	$3,916.21			
8-1312-431-00-121-855-0-334	Pct. 1 - Ash County	Eng & Arch Services	$10,430.01			
8-1312-431-00-121-855-0-339	Pct. 1 - Ash County	Other Prof. Services	$3,319.28			
8-1312-431-00-121-855-0-734	Pct. 1 - Ash County	Subdivision Streets	$62,438.50			
8-1312-431-00-121-855-0-733	Pct. 1 - Ash County	Drainage Ditches	$32,400.00			
8-1312-431-00-121-855-0-899	Pct. 1 - Ash County	Contingency	$17,801.35	$130,305.35		
8-1312-431-00-121-063-0-312	Pct. 1 - Balli Estates	Administration	$21,464.49			
8-1312-431-00-121-063-0-334	Pct. 1 - Balli Estates	Eng & Arch Services	$42,960.23			
8-1312-431-00-121-063-0-339	Pct. 1 - Balli Estates	Other Prof. Services	$13,669.16			
8-1312-431-00-121-063-0-734	Pct. 1 - Balli Estates	Subdivision Streets	$390,547.50			
8-1312-431-00-121-063-0-733	Pct. 1 - Balli Estates	Drainage Ditches	$0.00			
8-1312-431-00-121-063-0-899	Pct. 1 - Balli Estates	Contingency	$67,970.89	$536,612.27		
8-1312-431-00-121-148-0-312	Pct. 1 - Chapa North	Administration	$2,782.82			
8-1312-431-00-121-148-0-334	Pct. 1 - Chapa North	Eng & Arch Services	$6,866.64			
8-1312-431-00-121-148-0-339	Pct. 1 - Chapa North	Other Prof. Services	$2,184.84			
8-1312-431-00-121-148-0-734	Pct. 1 - Chapa North	Subdivision Streets	$46,224.00			
8-1312-431-00-121-148-0-733	Pct. 1 - Chapa North	Drainage Ditches	$16,200.00			
8-1312-431-00-121-148-0-899	Pct. 1 - Chapa North	Contingency	$11,512.28	$85,770.58		
8-1312-431-00-121-149-0-312	Pct. 1 - Chapa South	Administration	$2,675.11			
8-1312-431-00-121-149-0-334	Pct. 1 - Chapa South	Eng & Arch Services	$6,074.64			
8-1312-431-00-121-149-0-339	Pct. 1 - Chapa South	Other Prof. Services	$1,932.84			
8-1312-431-00-121-149-0-734	Pct. 1 - Chapa South	Subdivision Streets	$46,224.00			
8-1312-431-00-121-149-0-733	Pct. 1 - Chapa South	Drainage Ditches	$9,000.00			
8-1312-431-00-121-148-0-899	Pct. 1 - Chapa South	Contingency	$9,971.19	$75,877.78		
8-1312-431-00-121-185-0-312	Pct. 1 - Colonia Whalen Road	Administration	$3,921.89			
8-1312-431-00-121-185-0-334	Pct. 1 - Colonia Whalen Road	Eng & Arch Services	$9,991.52			
8-1312-431-00-121-185-0-339	Pct. 1 - Colonia Whalen Road	Other Prof. Services	$3,179.12			
8-1312-431-00-121-185-0-734	Pct. 1 - Colonia Whalen Road	Subdivision Streets	$64,076.00			
8-1312-431-00-121-185-0-733	Pct. 1 - Colonia Whalen Road	Drainage Ditches	$26,756.00			
8-1312-431-00-121-185-0-899	Pct. 1 - Colonia Whalen Road	Contingency	$16,878.64	$124,803.17		
8-1312-431-00-121-215-0-312	Pct. 1 - De Anda Subdivision	Administration	$2,069.01			
8-1312-431-00-121-215-0-334	Pct. 1 - De Anda Subdivision	Eng & Arch Services	$5,147.76			
8-1312-431-00-121-215-0-339	Pct. 1 - De Anda Subdivision	Other Prof. Services	$1,638.56			
8-1312-431-00-121-215-0-734	Pct. 1 - De Anda Subdivision	Subdivision Streets	$34,216.00			
8-1312-431-00-121-215-0-733	Pct. 1 - De Anda Subdivision	Drainage Ditches	$12,600.00			
8-1312-431-00-121-215-0-899	Pct. 1 - De Anda Subdivision	Contingency	$8,653.85	$64,325.18		
8-1312-431-00-121-319-0-312	Pct. 1 - High Point Subdivision	Administration	$4,847.47			
8-1312-431-00-121-319-0-334	Pct. 1 - High Point Subdivision	Eng & Arch Services	$9,702.00			
8-1312-431-00-121-319-0-339	Pct. 1 - High Point Subdivision	Other Prof. Services	$3,087.00			
8-1312-431-00-121-319-0-734	Pct. 1 - High Point Subdivision	Subdivision Streets	$88,200.00			
8-1312-431-00-121-319-0-733	Pct. 1 - High Point Subdivision	Drainage Ditches	$0.00			
8-1312-431-00-121-319-0-899	Pct. 1 - High Point Subdivision	Contingency	$15,350.33	$121,186.80		

HIDALGO COUNTY BORDER COLONIAS ACCESS PROGRAM
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Account #	Subdivision	Object Description	Budget Amount	Total By CSJ	Total By Type	Total By Precinct
8-1312-431-00-121-932-0-312	Pct. 1 - Indian Hills East	Administration	$50,408.76			
8-1312-431-00-121-932-0-334	Pct. 1 - Indian Hills East	Eng & Arch Services	$100,890.90			
8-1312-431-00-121-932-0-339	Pct. 1 - Indian Hills East	Other Prof. Services	$32,101.65			
8-1312-431-00-121-932-0-734	Pct. 1 - Indian Hills East	Subdivision Streets	$917,190.00			
8-1312-431-00-121-932-0-733	Pct. 1 - Indian Hills East	Drainage Ditches	$0.00			
8-1312-431-00-121-932-0-899	Pct. 1 - Indian Hills East	Contingency	$159,627.75	$1,260,219.06		
8-1312-431-00-121-387-0-312	Pct. 1 - La Mesa Subdivision	Administration	$5,979.23			
8-1312-431-00-121-387-0-334	Pct. 1 - La Mesa Subdivision	Eng & Arch Services	$16,810.69			
8-1312-431-00-121-387-0-339	Pct. 1 - La Mesa Subdivision	Other Prof. Services	$5,348.86			
8-1312-431-00-121-387-0-734	Pct. 1 - La Mesa Subdivision	Subdivision Streets	$92,324.50			
8-1312-431-00-121-387-0-733	Pct. 1 - La Mesa Subdivision	Drainage Ditches	$60,500.00			
8-1312-431-00-121-387-0-899	Pct. 1 - La Mesa Subdivision	Contingency	$29,017.58	$209,980.86		
8-1312-431-00-121-896-0-312	Pct. 1 - McKee #1	Administration	$3,470.96			
8-1312-431-00-121-896-0-334	Pct. 1 - McKee #1	Eng & Arch Services	$9,837.08			
8-1312-431-00-121-896-0-339	Pct. 1 - McKee #1	Other Prof. Services	$3,129.98			
8-1312-431-00-121-896-0-734	Pct. 1 - McKee #1	Subdivision Streets	$53,328.00			
8-1312-431-00-121-896-0-733	Pct. 1 - McKee #1	Drainage Ditches	$36,100.00			
8-1312-431-00-121-896-0-899	Pct. 1 - McKee #1	Contingency	$17,008.05	$122,874.07		
8-1312-431-00-121-461-0-312	Pct. 1 - Mid-Valley Estates	Administration	$8,530.04			
8-1312-431-00-121-461-0-334	Pct. 1 - Mid-Valley Estates	Eng & Arch Services	$18,801.76			
8-1312-431-00-121-461-0-339	Pct. 1 - Mid-Valley Estates	Other Prof. Services	$5,982.38			
8-1312-431-00-121-461-0-734	Pct. 1 - Mid-Valley Estates	Subdivision Streets	$149,324.98			
8-1312-431-00-121-461-0-733	Pct. 1 - Mid-Valley Estates	Drainage Ditches	$21,600.00			
8-1312-431-00-121-461-0-899	Pct. 1 - Mid-Valley Estates	Contingency	$30,611.80	$234,850.96		
8-1312-431-00-121-687-0-312	Pct. 1 - So. Palm Gardens Est. #1	Administration	$2,350.36			
8-1312-431-00-121-687-0-334	Pct. 1 - So. Palm Gardens Est. #1	Eng & Arch Services	$4,704.16			
8-1312-431-00-121-687-0-339	Pct. 1 - So. Palm Gardens Est. #1	Other Prof. Services	$1,496.78			
8-1312-431-00-121-687-0-734	Pct. 1 - So. Palm Gardens Est. #1	Subdivision Streets	$42,764.98			
8-1312-431-00-121-687-0-733	Pct. 1 - So. Palm Gardens Est. #1	Drainage Ditches	$0.00			
8-1312-431-00-121-687-0-899	Pct. 1 - So. Palm Gardens Est. #1	Contingency	$7,442.83	$58,759.11		
8-1312-431-00-121-688-0-312	Pct. 1 -So. Palm Gardens Est. #2	Administration	$1,944.08			
8-1312-431-00-121-688-0-334	Pct. 1 -So. Palm Gardens Est. #2	Eng & Arch Services	$3,891.04			
8-1312-431-00-121-688-0-339	Pct. 1 -So. Palm Gardens Est. #2	Other Prof. Services	$1,238.06			
8-1312-431-00-121-688-0-734	Pct. 1 -So. Palm Gardens Est. #2	Subdivision Streets	$35,373.00			
8-1312-431-00-121-688-0-733	Pct. 1 -So. Palm Gardens Est. #2	Drainage Ditches	$0.00			
8-1312-431-00-121-688-0-899	Pct. 1 -So. Palm Gardens Est. #2	Contingency	$6,155.82	$48,602.00		
8-1312-431-00-121-790-0-312	Pct. 1 - Village Grove #2	Administration	$1,696.32			
8-1312-431-00-121-790-0-334	Pct. 1 - Village Grove #2	Eng & Arch Services	$3,379.10			
8-1312-431-00-121-790-0-339	Pct. 1 - Village Grove #2	Other Prof. Services	$1,075.17			
8-1312-431-00-121-790-0-734	Pct. 1 - Village Grove #2	Subdivision Streets	$30,919.00			
8-1312-431-00-121-790-0-733	Pct. 1 - Village Grove #2	Drainage Ditches	$0.00			
8-1312-431-00-121-790-0-899	Pct. 1 - Village Grove #2	Contingency	$5,338.32	$42,407.91		

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Account #	Subdivision	Object Description	Budget Amount	Total By CSJ	Total By Type	Total By Precinct
8-1312-431-00-121-804-0-312	Pct. 1 - Wes-Mer Subdivision	Administration	$3,155.05			
8-1312-431-00-121-804-0-334	Pct. 1 - Wes-Mer Subdivision	Eng & Arch Services	$7,179.31			
8-1312-431-00-121-804-0-339	Pct. 1 - Wes-Mer Subdivision	Other Prof. Services	$2,284.33			
8-1312-431-00-121-804-0-734	Pct. 1 - Wes-Mer Subdivision	Subdivision Streets	$54,466.50			
8-1312-431-00-121-804-0-733	Pct. 1 - Wes-Mer Subdivision	Drainage Ditches	$10,800.00			
8-1312-431-00-121-804-0-899	Pct. 1 - Wes-Mer Subdivision	Contingency	$11,790.98	$89,676.17	**$ 3,206,251.27**	
Pct. 1 Competitive						
8-1312-431-00-121-220-1-312	Pct. 1 - Delta West Subdivision	Administration	$12,558.74			
8-1312-431-00-121-220-1-334	Pct. 1 - Delta West Subdivision	Eng & Arch Services	$28,466.19			
8-1312-431-00-121-220-1-339	Pct. 1 - Delta West Subdivision	Other Prof. Services	$9,057.42			
8-1312-431-00-121-220-1-734	Pct. 1 - Delta West Subdivision	Subdivision Streets	$217,183.50			
8-1312-431-00-121-220-1-733	Pct. 1 - Delta West Subdivision	Drainage Ditches	$41,600.00			
8-1312-431-00-121-220-1-899	Pct. 1 - Delta West Subdivision	Contingency	$46,702.68	$355,568.53		
8-1312-431-00-121-228-1-312	Pct. 1 - Diaz Subdivision	Administration	$2,223.81			
8-1312-431-00-121-228-1-334	Pct. 1 - Diaz Subdivision	Eng & Arch Services	$5,171.37			
8-1312-431-00-121-228-1-339	Pct. 1 - Diaz Subdivision	Other Prof. Services	$1,645.44			
8-1312-431-00-121-228-1-734	Pct. 1 - Diaz Subdivision	Subdivision Streets	$38,012.50			
8-1312-431-00-121-228-1-733	Pct. 1 - Diaz Subdivision	Drainage Ditches	$9,000.00			
8-1312-431-00-121-228-1-899	Pct. 1 - Diaz Subdivision	Contingency	$8,542.06	$64,595.18		
					$420,163.71	**$3,626,414.98**

HIDALGO COUNTY BORDER COLONIAS ACCESS PROGRAM
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BUDGET SETUP FOR 3RD CALL
PRECINCT 2

Account #	Subdivision	Object Description	Budget Amount	Total By CSJ	Total By Type	Total By Precinct
Pct. 2 - Allocation						
8-1312-431-00-122-891-0-312	Pct. 2 - Los Encinos #2 Subdivision	Administration	$4,539.20			
8-1312-431-00-122-891-0-334	Pct. 2 - Los Encinos #2 Subdivision	Eng & Arch Services	$20,175.28			
8-1312-431-00-122-891-0-339	Pct. 2 - Los Encinos #2 Subdivision	Other Prof. Services	$6,419.41			
8-1312-431-00-122-891-0-734	Pct. 2 - Los Encinos #2 Subdivision	Subdivision Streets	$78,986.67			
8-1312-431-00-122-891-0-733	Pct. 2 - Los Encinos #2 Subdivision	Drainage Ditches	$104,425.00			
8-1312-431-00-122-891-0-899	Pct. 2 - Los Encinos #2 Subdivision	Contingency	$3,359.47	$217,905.03		
8-1312-431-00-122-454-0-312	Pct. 2 - McColl Estates Subdivision	Administration	$4,496.91			
8-1312-431-00-122-454-0-334	Pct. 2 - McColl Estates Subdivision	Eng & Arch Services	$16,626.81			
8-1312-431-00-122-454-0-339	Pct. 2 - McColl Estates Subdivision	Other Prof. Services	$5,290.35			
8-1312-431-00-122-454-0-734	Pct. 2 - McColl Estates Subdivision	Subdivision Streets	$82,277.77			
8-1312-431-00-122-454-0-733	Pct. 2 - McColl Estates Subdivision	Drainage Ditches	$68,875.00			
8-1312-431-00-122-454-0-899	Pct. 2 - McColl Estates Subdivision	Contingency	$3,730.87	$181,297.71		
8-1312-431-00-122-937-0-312	Pct. 2 - Aldamas Subd 1 & 2	Administration	$11,831.37			
8-1312-431-00-122-937-0-334	Pct. 2 - Aldamas Subd 1 & 2	Eng & Arch Services	$47,521.38			
8-1312-431-00-122-937-0-339	Pct. 2 - Aldamas Subd 1 & 2	Other Prof. Services	$15,120.44			
8-1312-431-00-122-937-0-734	Pct. 2 - Aldamas Subd 1 & 2	Subdivision Streets	$211,947.55			
8-1312-431-00-122-937-0-733	Pct. 2 - Aldamas Subd 1 & 2	Drainage Ditches	$220,065.00			
8-1312-431-00-122-937-0-899	Pct. 2 - Aldamas Subd 1 & 2	Contingency	$9,363.39	$515,849.13		
8-1312-431-00-122-940-0-312	Pct. 2 - Sundowners Retimt Ctr Subd	Administration	$4,354.83			
8-1312-431-00-122-940-0-334	Pct. 2 - Sundowners Retimt Ctr Subd	Eng & Arch Services	$19,424.96			
8-1312-431-00-122-940-0-339	Pct. 2 - Sundowners Retimt Ctr Subd	Other Prof. Services	$6,180.67			
8-1312-431-00-122-940-0-734	Pct. 2 - Sundowners Retimt Ctr Subd	Subdivision Streets	$75,695.55			
8-1312-431-00-122-940-0-733	Pct. 2 - Sundowners Retimt Ctr Subd	Drainage Ditches	$100,895.00			
8-1312-431-00-122-940-0-899	Pct. 2 - Sundowners Retimt Ctr Subd	Contingency	$3,214.73	$209,765.74		
8-1312-431-00-122-262-0-312	Pct. 2 - Esperanza Estates Subd	Administration	$4,603.51			
8-1312-431-00-122-262-0-334	Pct. 2 - Esperanza Estates Subd	Eng & Arch Services	$18,648.61			
8-1312-431-00-122-262-0-339	Pct. 2 - Esperanza Estates Subd	Other Prof. Services	$5,933.65			
8-1312-431-00-122-262-0-734	Pct. 2 - Esperanza Estates Subd	Subdivision Streets	$82,277.77			
8-1312-431-00-122-262-0-733	Pct. 2 - Esperanza Estates Subd	Drainage Ditches	$87,255.00			
8-1312-431-00-122-262-0-899	Pct. 2 - Esperanza Estates Subd	Contingency	$3,624.27	$202,342.81		
8-1312-431-00-122-900-0-312	Pct. 2 -Morningside South Subd.	Administration	$8,698.36			
8-1312-431-00-122-900-0-334	Pct. 2 -Morningside South Subd.	Eng & Arch Services	$33,142.82			
8-1312-431-00-122-900-0-339	Pct. 2 -Morningside South Subd.	Other Prof. Services	$10,545.44			
8-1312-431-00-122-900-0-734	Pct. 2 -Morningside South Subd.	Subdivision Streets	$157,973.34			
8-1312-431-00-122-900-0-733	Pct. 2 -Morningside South Subd.	Drainage Ditches	$143,325.00			
8-1312-431-00-122-900-0-899	Pct. 2 -Morningside South Subd.	Contingency	$7,098.97	$360,783.93		
8-1312-431-00-122-596-0-312	Pct. 2 - Rancho Escondido Subd	Administration	$10,782.08			
8-1312-431-00-122-596-0-334	Pct. 2 - Rancho Escondido Subd	Eng & Arch Services	$41,627.62			
8-1312-431-00-122-596-0-339	Pct. 2 - Rancho Escondido Subd	Other Prof. Services	$13,245.15			
8-1312-431-00-122-596-0-734	Pct. 2 - Rancho Escondido Subd	Subdivision Streets	$195,162.89			
8-1312-431-00-122-596-0-733	Pct. 2 - Rancho Escondido Subd	Drainage Ditches	$183,270.00			
8-1312-431-00-122-596-0-899	Pct. 2 - Rancho Escondido Subd	Contingency	$8,734.21	$452,821.95		

HIDALGO COUNTY BORDER COLONIAS ACCESS PROGRAM
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PRECINCT 2

Account #	Subdivision	Object Description	Budget Amount	Total By CSJ	Total By Type	Total By Precinct
8-1312-431-00-122-154-0-312	Pct. 2 - Citriana Village - Subd	Administration	$12,795.00			
8-1312-431-00-122-154-0-334	Pct. 2 - Citriana Village - Subd	Eng & Arch Services	$44,375.45			
8-1312-431-00-122-154-0-339	Pct. 2 - Citriana Village - Subd	Other Prof. Services	$14,119.46			
8-1312-431-00-122-154-0-734	Pct. 2 - Citriana Village - Subd	Subdivision Streets	$237,618.23			
8-1312-431-00-122-154-0-733	Pct. 2 - Citriana Village - Subd	Drainage Ditches	$165,795.00			
8-1312-431-00-122-154-0-899	Pct. 2 - Citriana Village - Subd	Contingency	$10,966.82	$485,669.96		
8-1312-431-00-122-413-0-312	Pct. 2 - Las Milpas Subdivision	Administration	$4,682.90			
8-1312-431-00-122-413-0-334	Pct. 2 - Las Milpas Subdivision	Eng & Arch Services	$17,407.93			
8-1312-431-00-122-413-0-339	Pct. 2 - Las Milpas Subdivision	Other Prof. Services	$5,538.89			
8-1312-431-00-122-413-0-734	Pct. 2 - Las Milpas Subdivision	Subdivision Streets	$85,568.88			
8-1312-431-00-122-413-0-733	Pct. 2 - Las Milpas Subdivision	Drainage Ditches	$72,685.00			
8-1312-431-00-122-413-0-899	Pct. 2 - Las Milpas Subdivision	Contingency	$3,873.99	$189,757.59		
8-1312-431-00-122-890-0-312	Pct. 2 - Los Encinos #1 Subdivision	Administration	$1,800.00			
8-1312-431-00-122-890-0-334	Pct. 2 - Los Encinos #1 Subdivision	Eng & Arch Services	$7,829.76			
8-1312-431-00-122-890-0-339	Pct. 2 - Los Encinos #1 Subdivision	Other Prof. Services	$2,491.29			
8-1312-431-00-122-890-0-734	Pct. 2 - Los Encinos #1 Subdivision	Subdivision Streets	$31,519.48			
8-1312-431-00-122-890-0-733	Pct. 2 - Los Encinos #1 Subdivision	Drainage Ditches	$39,585.00			
8-1312-431-00-122-890-0-899	Pct. 2 - Los Encinos #1 Subdivision	Contingency	$1,359.47	$84,585.00	**$2,900,778.85**	
Pct. 2 Competitive						
8-1312-431-00-122-465-1-312	Pct. 2 - Miller Resub Lot A Subd	Administration	$3,041.51			
8-1312-431-00-122-465-1-334	Pct. 2 - Miller Resub Lot A Subd	Eng & Arch Services	$12,643.31			
8-1312-431-00-122-465-1-339	Pct. 2 - Miller Resub Lot A Subd	Other Prof. Services	$4,022.87			
8-1312-431-00-122-465-1-734	Pct. 2 - Miller Resub Lot A Subd	Subdivision Streets	$53,974.23			
8-1312-431-00-122-465-1-733	Pct. 2 - Miller Resub Lot A Subd	Drainage Ditches	$60,965.00			
8-1312-431-00-122-465-1-899	Pct. 2 - Miller Resub Lot A Subd	Contingency	$2,355.91	$137,002.83		
8-1312-431-00-122-460-1-312	Pct. 2 - Mesquite Acres Subdivision	Administration	$5,028.99			
8-1312-431-00-122-460-1-334	Pct. 2 - Mesquite Acres Subdivision	Eng & Arch Services	$20,675.95			
8-1312-431-00-122-460-1-339	Pct. 2 - Mesquite Acres Subdivision	Other Prof. Services	$6,578.71			
8-1312-431-00-122-460-1-734	Pct. 2 - Mesquite Acres Subdivision	Subdivision Streets	$89,518.23			
8-1312-431-00-122-460-1-733	Pct. 2 - Mesquite Acres Subdivision	Drainage Ditches	$98,445.00			
8-1312-431-00-122-460-1-899	Pct. 2 - Mesquite Acres Subdivision	Contingency	$3,922.83	$224,169.71	**$361,172.54**	**$3,261,951.39**

HIDALGO COUNTY BORDER COLONIAS ACCESS PROGRAM
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BUDGET SETUP FOR 3RD CALL
PRECINCT 3

Account #	Subdivision	Object Description	Budget Amount	Total By CSJ	Total By Type	Total By Precinct
Pct#3 (Allocation)						
8-1312-431-00-123-055-0-312	Pct. 3 - Ariel Hinojosa Subd.	Administration	$4,859.68			
8-1312-431-00-123-055-0-334	Pct. 3 - Ariel Hinojosa Subd.	Eng & Arch Services	$12,882.10			
8-1312-431-00-123-055-0-339	Pct. 3 - Ariel Hinojosa Subd.	Other Prof. Services	$4,098.85			
8-1312-431-00-123-055-0-734	Pct. 3 - Ariel Hinojosa Subd.	Subdivision Streets	$92,800.00			
8-1312-431-00-123-055-0-733	Pct. 3 - Ariel Hinojosa Subd.	Drainage Ditches	$24,310.00			
8-1312-431-00-123-055-0-899	Pct. 3 - Ariel Hinojosa Subd.	Contingency	$6,851.32	**$145,801.95**		
8-1312-431-00-123-079-0-312	Pct. 3 - Basham #14	Administration	$7,546.84			
8-1312-431-00-123-079-0-334	Pct. 3 - Basham #14	Eng & Arch Services	$21,845.48			
8-1312-431-00-123-079-0-339	Pct. 3 - Basham #14	Other Prof. Services	$6,950.83			
8-1312-431-00-123-079-0-734	Pct. 3 - Basham #14	Subdivision Streets	$140,015.25			
8-1312-431-00-123-079-0-733	Pct. 3 - Basham #14	Drainage Ditches	$58,580.00			
8-1312-431-00-123-079-0-899	Pct. 3 - Basham #14	Contingency	$12,312.69	**$247,251.09**		
8-1312-431-00-123-082-0-312	Pct. 3 - Basham #18	Administration	$4,965.88			
8-1312-431-00-123-082-0-334	Pct. 3 - Basham #18	Eng & Arch Services	$14,773.31			
8-1312-431-00-123-082-0-339	Pct. 3 - Basham #18	Other Prof. Services	$4,700.60			
8-1312-431-00-123-082-0-734	Pct. 3 - Basham #18	Subdivision Streets	$91,242.85			
8-1312-431-00-123-082-0-733	Pct. 3 - Basham #18	Drainage Ditches	$43,060.00			
8-1312-431-00-123-082-0-899	Pct. 3 - Basham #18	Contingency	$8,464.41	**$167,207.05**		
8-1312-431-00-123-111-0-312	Pct. 3 - Blue Star Enterprises #2	Administration	$8,126.55			
8-1312-431-00-123-111-0-334	Pct. 3 - Blue Star Enterprises #2	Eng & Arch Services	$25,376.31			
8-1312-431-00-123-111-0-339	Pct. 3 - Blue Star Enterprises #2	Other Prof. Services	$8,074.28			
8-1312-431-00-123-111-0-734	Pct. 3 - Blue Star Enterprises #2	Subdivision Streets	$146,643.75			
8-1312-431-00-123-111-0-733	Pct. 3 - Blue Star Enterprises #2	Drainage Ditches	$84,050.00			
8-1312-431-00-123-111-0-899	Pct. 3 - Blue Star Enterprises #2	Contingency	$14,942.83	**$287,213.72**		
8-1312-431-00-123-234-0-312	Pct. 3 - Dude Hill #1	Administration	$2,400.00			
8-1312-431-00-123-234-0-334	Pct. 3 - Dude Hill #1	Eng & Arch Services	$7,748.48			
8-1312-431-00-123-234-0-339	Pct. 3 - Dude Hill #1	Other Prof. Services	$2,465.43			
8-1312-431-00-123-234-0-734	Pct. 3 - Dude Hill #1	Subdivision Streets	$42,656.46			
8-1312-431-00-123-234-0-733	Pct. 3 - Dude Hill #1	Drainage Ditches	$28,335.00			
8-1312-431-00-123-234-0-899	Pct. 3 - Dude Hill #1	Contingency	$4,729.63	**$88,335.00**		
8-1312-431-00-123-310-0-312	Pct. 3 - Havana Lomas #4	Administration	$4,195.64			
8-1312-431-00-123-310-0-334	Pct. 3 - Havana Lomas #4	Eng & Arch Services	$11,804.10			
8-1312-431-00-123-310-0-339	Pct. 3 - Havana Lomas #4	Other Prof. Services	$3,755.85			
8-1312-431-00-123-310-0-734	Pct. 3 - Havana Lomas #4	Subdivision Streets	$78,600.00			
8-1312-431-00-123-310-0-733	Pct. 3 - Havana Lomas #4	Drainage Ditches	$28,710.00			
8-1312-431-00-123-310-0-899	Pct. 3 - Havana Lomas #4	Contingency	$6,535.36	**$133,600.95**		
8-1312-431-00-123-311-0-312	Pct. 3 - Havana Lomas #5	Administration	$2,600.00			
8-1312-431-00-123-311-0-334	Pct. 3 - Havana Lomas #5	Eng & Arch Services	$7,965.05			
8-1312-431-00-123-311-0-339	Pct. 3 - Havana Lomas #5	Other Prof. Services	$2,534.33			
8-1312-431-00-123-311-0-734	Pct. 3 - Havana Lomas #5	Subdivision Streets	$47,259.67			
8-1312-431-00-123-311-0-733	Pct. 3 - Havana Lomas #5	Drainage Ditches	$25,150.00			
8-1312-431-00-123-311-0-899	Pct. 3 - Havana Lomas #5	Contingency	$4,640.95	**$90,150.00**		
8-1312-431-00-123-324-0-312	Pct. 3 - Hilda Subdivision #2	Administration	$4,800.00			

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8-1312-431-00-123-324-0-334	Pct. 3 - Hilda Subdivision #2	Eng & Arch Services	$16,083.32			
8-1312-431-00-123-324-0-339	Pct. 3 - Hilda Subdivision #2	Other Prof. Services	$5,117.42			
8-1312-431-00-123-324-0-734	Pct. 3 - Hilda Subdivision #2	Subdivision Streets	$84,176.06			
8-1312-431-00-123-324-0-733	Pct. 3 - Hilda Subdivision #2	Drainage Ditches	$62,020.00			
8-1312-431-00-123-324-0-899	Pct. 3 - Hilda Subdivision #2	Contingency	$9,823.20	**$182,020.00**		
8-1312-431-00-123-348-0-312	Pct. 3 - Jardin Terrace Subdivision	Administration	$5,600.00			
8-1312-431-00-123-348-0-334	Pct. 3 - Jardin Terrace Subdivision	Eng & Arch Services	$16,349.27			
8-1312-431-00-123-348-0-339	Pct. 3 - Jardin Terrace Subdivision	Other Prof. Services	$5,201.09			
8-1312-431-00-123-348-0-734	Pct. 3 - Jardin Terrace Subdivision	Subdivision Streets	$103,589.38			
8-1312-431-00-123-348-0-733	Pct. 3 - Jardin Terrace Subdivision	Drainage Ditches	$45,510.00			
8-1312-431-00-123-348-0-899	Pct. 3 - Jardin Terrace Subdivision	Contingency	$9,260.26	**$185,510.00**		
8-1312-431-00-123-380-0-312	Pct. 3 - La Homa Grove Estates	Administration	$4,712.63			
8-1312-431-00-123-380-0-334	Pct. 3 - La Homa Grove Estates	Eng & Arch Services	$13,714.72			
8-1312-431-00-123-380-0-339	Pct. 3 - La Homa Grove Estates	Other Prof. Services	$4,363.77			
8-1312-431-00-123-380-0-734	Pct. 3 - La Homa Grove Estates	Subdivision Streets	$87,269.25			
8-1312-431-00-123-380-0-733	Pct. 3 - La Homa Grove Estates	Drainage Ditches	$37,410.00			
8-1312-431-00-123-380-0-899	Pct. 3 - La Homa Grove Estates	Contingency	$7,755.30	**$155,225.67**		
8-1312-431-00-123-397-0-312	Pct. 3 - La Suena Subdivision	Administration	$9,263.17			
8-1312-431-00-123-397-0-334	Pct. 3 - La Suena Subdivision	Eng & Arch Services	$31,595.12			
8-1312-431-00-123-397-0-339	Pct. 3 - La Suena Subdivision	Other Prof. Services	$10,052.99			
8-1312-431-00-123-397-0-734	Pct. 3 - La Suena Subdivision	Subdivision Streets	$161,208.41			
8-1312-431-00-123-397-0-733	Pct. 3 - La Suena Subdivision	Drainage Ditches	$126,020.00			
8-1312-431-00-123-397-0-899	Pct. 3 - La Suena Subdivision	Contingency	$19,459.67	**$357,599.36**		
8-1312-431-00-123-536-0-312	Pct. 3 - Palm Lake Estates #1	Administration	$19,861.65			
8-1312-431-00-123-536-0-334	Pct. 3 - Palm Lake Estates #1	Eng & Arch Services	$79,205.50			
8-1312-431-00-123-536-0-339	Pct. 3 - Palm Lake Estates #1	Other Prof. Services	$25,201.75			
8-1312-431-00-123-536-0-734	Pct. 3 - Palm Lake Estates #1	Subdivision Streets	$320,128.93			
8-1312-431-00-123-536-0-733	Pct. 3 - Palm Lake Estates #1	Drainage Ditches	$202,072.00			
8-1312-431-00-123-536-0-899	Pct. 3 - Palm Lake Estates #1	Contingency	$52,143.35	**$698,613.18**		
8-1312-431-00-123-587-0-312	Pct. 3 - Ramirez Subdivision	Administration	$2,000.00			
8-1312-431-00-123-587-0-334	Pct. 3 - Ramirez Subdivision	Eng & Arch Services	$6,724.97			
8-1312-431-00-123-587-0-339	Pct. 3 - Ramirez Subdivision	Other Prof. Services	$2,139.77			
8-1312-431-00-123-587-0-734	Pct. 3 - Ramirez Subdivision	Subdivision Streets	$35,021.64			
8-1312-431-00-123-587-0-733	Pct. 3 - Ramirez Subdivision	Drainage Ditches	$26,910.00			
8-1312-431-00-123-587-0-899	Pct. 3 - Ramirez Subdivision	Contingency	$4,113.62	**$76,910.00**		
8-1312-431-00-123-588-0-312	Pct. 3 - Ramirez Subdivision #2	Administration	$2,000.00			
8-1312-431-00-123-588-0-334	Pct. 3 - Ramirez Subdivision #2	Eng & Arch Services	$6,191.25			
8-1312-431-00-123-588-0-339	Pct. 3 - Ramirez Subdivision #2	Other Prof. Services	$1,969.95			
8-1312-431-00-123-588-0-734	Pct. 3 - Ramirez Subdivision #2	Subdivision Streets	$36,210.39			
8-1312-431-00-123-588-0-733	Pct. 3 - Ramirez Subdivision #2	Drainage Ditches	$20,560.00			
8-1312-431-00-123-588-0-899	Pct. 3 - Ramirez Subdivision #2	Contingency	$3,628.41	**$70,560.00**		
8-1312-431-00-123-589-0-312	Pct. 3 - Ramirez Subdivision #3	Administration	$1,398.48			
8-1312-431-00-123-589-0-334	Pct. 3 - Ramirez Subdivision #3	Eng & Arch Services	$5,842.10			
8-1312-431-00-123-589-0-339	Pct. 3 - Ramirez Subdivision #3	Other Prof. Services	$1,858.85			

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8-1312-431-00-123-589-0-734	Pct. 3 - Ramirez Subdivision #3	Subdivision Streets	$21,950.00			
8-1312-431-00-123-589-0-733	Pct. 3 - Ramirez Subdivision #3	Drainage Ditches	$31,160.00			
8-1312-431-00-123-589-0-899	Pct. 3 - Ramirez Subdivision #3	Contingency	$3,912.52	**$66,121.95**		
8-1312-431-00-123-591-0-312	Pct. 3 - Ramon Leal Subdivision	Administration	$2,821.92			
8-1312-431-00-123-591-0-334	Pct. 3 - Ramon Leal Subdivision	Eng & Arch Services	$7,608.82			
8-1312-431-00-123-591-0-339	Pct. 3 - Ramon Leal Subdivision	Other Prof. Services	$2,420.99			
8-1312-431-00-123-591-0-734	Pct. 3 - Ramon Leal Subdivision	Subdivision Streets	$53,600.99			
8-1312-431-00-123-591-0-733	Pct. 3 - Ramon Leal Subdivision	Drainage Ditches	$15,570.00			
8-1312-431-00-123-591-0-899	Pct. 3 - Ramon Leal Subdivision	Contingency	$4,095.18	**$86,117.90**		
8-1312-431-00-123-600-0-312	Pct. 3 - Randolph Barnett #1	Administration	$2,400.00			
8-1312-431-00-123-600-0-334	Pct. 3 - Randolph Barnett #1	Eng & Arch Services	$7,893.61			
8-1312-431-00-123-600-0-339	Pct. 3 - Randolph Barnett #1	Other Prof. Services	$2,511.60			
8-1312-431-00-123-600-0-734	Pct. 3 - Randolph Barnett #1	Subdivision Streets	$42,418.78			
8-1312-431-00-123-600-0-733	Pct. 3 - Randolph Barnett #1	Drainage Ditches	$30,610.00			
8-1312-431-00-123-600-0-899	Pct. 3 - Randolph Barnett #1	Contingency	$4,776.01	**$90,610.00**		
8-1312-431-00-123-606-0-312	Pct. 3 - Regal Estates	Administration	$4,800.00			
8-1312-431-00-123-606-0-334	Pct. 3 - Regal Estates	Eng & Arch Services	$16,855.25			
8-1312-431-00-123-606-0-339	Pct. 3 - Regal Estates	Other Prof. Services	$5,363.03			
8-1312-431-00-123-606-0-734	Pct. 3 - Regal Estates	Subdivision Streets	$82,458.77			
8-1312-431-00-123-606-0-733	Pct. 3 - Regal Estates	Drainage Ditches	$71,110.00			
8-1312-431-00-123-606-0-899	Pct. 3 - Regal Estates	Contingency	$10,522.95	**$191,110.00**		
					$3,319,957.82	
Pct. 3 - Competitive						
8-1312-431-00-123-536-1-312	Pct. 3 - Palm Lake Estates #1	Administration				
8-1312-431-00-123-536-1-334	Pct. 3 - Palm Lake Estates #1	Eng & Arch Services				
8-1312-431-00-123-536-1-339	Pct. 3 - Palm Lake Estates #1	Other Prof. Services				
8-1312-431-00-123-536-1-734	Pct. 3 - Palm Lake Estates #1	Subdivision Streets	$140,622.00			
8-1312-431-00-123-536-1-733	Pct. 3 - Palm Lake Estates #1	Drainage Ditches	$57,227.00			
8-1312-431-00-123-536-1-899	Pct. 3 - Palm Lake Estates #1	Contingency		**$197,849.00**		
8-1312-431-00-123-470-1-312	Pct. 3 - Monica Acress	Administration	$2,927.50			
8-1312-431-00-123-470-1-334	Pct. 3 - Monica Acress	Eng & Arch Services	$9,603.80			
8-1312-431-00-123-470-1-339	Pct. 3 - Monica Acress	Other Prof. Services	$3,055.75			
8-1312-431-00-123-470-1-734	Pct. 3 - Monica Acress	Subdivision Streets	$51,797.25			
8-1312-431-00-123-470-1-733	Pct. 3 - Monica Acress	Drainage Ditches	$35,510.00			
8-1312-431-00-123-470-1-899	Pct. 3 - Monica Acress	Contingency	$5,803.23	**$108,697.53**		
8-1312-431-00-123-780-1-312	Pct. 3 - Vereda Tropical	Administration	$4,772.29			
8-1312-431-00-123-780-1-334	Pct. 3 - Vereda Tropical	Eng & Arch Services	$12,808.35			
8-1312-431-00-123-780-1-339	Pct. 3 - Vereda Tropical	Other Prof. Services	$4,075.38			
8-1312-431-00-123-780-1-734	Pct. 3 - Vereda Tropical	Subdivision Streets	$90,779.50			
8-1312-431-00-123-780-1-733	Pct. 3 - Vereda Tropical	Drainage Ditches	$25,660.00			
8-1312-431-00-123-780-1-899	Pct. 3 - Vereda Tropical	Contingency	$6,871.66	**$144,967.18**		
					$451,513.71	**$3,771,471.53**

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Account #	Subdivision	Object Description	Budget Amount	Total By CSJ	Total By Type	Total By Precinct
Pct# 4 (Allocation)						
8-1312-431-00-124-274-0-312	Pct. 4 - Foster Subdivision	Administration	$3,800.00			
8-1312-431-00-124-274-0-334	Pct. 4 - Foster Subdivision	Eng & Arch Services	$12,221.88			
8-1312-431-00-124-274-0-339	Pct. 4 - Foster Subdivision	Other Prof. Services	$3,888.78			
8-1312-431-00-124-274-0-734	Pct. 4 - Foster Subdivision	Subdivision Streets	$59,889.34			
8-1312-431-00-124-274-0-733	Pct. 4 - Foster Subdivision	Drainage Ditches	$16,108.00			
8-1312-431-00-124-274-0-899	Pct. 4 - Foster Subdivision	Contingency	$15,200.00	**$111,108.00**		
8-1312-431-00-124-300-0-312	Pct. 4 - Hacienda De Los Vegas	Administration	$4,319.06			
8-1312-431-00-124-300-0-334	Pct. 4 - Hacienda De Los Vegas	Eng & Arch Services	$9,980.74			
8-1312-431-00-124-300-0-339	Pct. 4 - Hacienda De Los Vegas	Other Prof. Services	$3,175.69			
8-1312-431-00-124-300-0-734	Pct. 4 - Hacienda De Los Vegas	Subdivision Streets	$86,200.00			
8-1312-431-00-124-300-0-733	Pct. 4 - Hacienda De Los Vegas	Drainage Ditches	$4,534.00			
8-1312-431-00-124-300-0-899	Pct. 4 - Hacienda De Los Vegas	Contingency	$4,300.94	**$112,510.43**		
8-1312-431-00-124-329-0-312	Pct. 4 - Hoehn Drive Subd	Administration	$14,068.03			
8-1312-431-00-124-329-0-334	Pct. 4 - Hoehn Drive Subd	Eng & Arch Services	$50,272.49			
8-1312-431-00-124-329-0-339	Pct. 4 - Hoehn Drive Subd	Other Prof. Services	$15,995.79			
8-1312-431-00-124-329-0-734	Pct. 4 - Hoehn Drive Subd	Subdivision Streets	$194,027.82			
8-1312-431-00-124-329-0-733	Pct. 4 - Hoehn Drive Subd	Drainage Ditches	$105,322.00			
8-1312-431-00-124-329-0-899	Pct. 4 - Hoehn Drive Subd	Contingency	$77,336.50	**$457,022.63**		
8-1312-431-00-124-882-0-312	Pct. 4 - La Flor Estates	Administration	$3,373.17			
8-1312-431-00-124-882-0-334	Pct. 4 - La Flor Estates	Eng & Arch Services	$8,192.91			
8-1312-431-00-124-882-0-339	Pct. 4 - La Flor Estates	Other Prof. Services	$2,606.84			
8-1312-431-00-124-882-0-734	Pct. 4 - La Flor Estates	Subdivision Streets	$66,845.00			
8-1312-431-00-124-882-0-733	Pct. 4 - La Flor Estates	Drainage Ditches	$7,638.00			
8-1312-431-00-124-882-0-899	Pct. 4 - La Flor Estates	Contingency	$3,311.33	**$91,967.25**		
8-1312-431-00-124-406-0-312	Pct. 4 - Las Brisas	Administration	$5,200.00			
8-1312-431-00-124-406-0-334	Pct. 4 - Las Brisas	Eng & Arch Services	$19,525.00			
8-1312-431-00-124-406-0-339	Pct. 4 - Las Brisas	Other Prof. Services	$6,212.50			
8-1312-431-00-124-406-0-734	Pct. 4 - Las Brisas	Subdivision Streets	$93,836.25			
8-1312-431-00-124-406-0-733	Pct. 4 - Las Brisas	Drainage Ditches	$47,500.00			
8-1312-431-00-124-406-0-899	Pct. 4 - Las Brisas	Contingency	$5,226.25	**$177,500.00**		
8-1312-431-00-124-883-0-312	Pct. 4 - La Flor Gardens	Administration	$3,373.17			
8-1312-431-00-124-883-0-334	Pct. 4 - La Flor Gardens	Eng & Arch Services	$8,192.91			
8-1312-431-00-124-883-0-339	Pct. 4 - La Flor Gardens	Other Prof. Services	$2,606.84			
8-1312-431-00-124-883-0-734	Pct. 4 - La Flor Gardens	Subdivision Streets	$66,845.00			
8-1312-431-00-124-883-0-733	Pct. 4 - La Flor Gardens	Drainage Ditches	$7,636.00			
8-1312-431-00-124-883-0-899	Pct. 4 - La Flor Gardens	Contingency	$3,311.33	**$91,965.25**		
8-1312-431-00-124-886-0-312	Pct. 4 - Laborsita	Administration	$2,196.02			
8-1312-431-00-124-886-0-334	Pct. 4 - Laborsita	Eng & Arch Services	$5,348.64			
8-1312-431-00-124-886-0-339	Pct. 4 - Laborsita	Other Prof. Services	$1,701.84			
8-1312-431-00-124-886-0-734	Pct. 4 - Laborsita	Subdivision Streets	$43,500.00			
8-1312-431-00-124-886-0-733	Pct. 4 - Laborsita	Drainage Ditches	$5,124.00			
8-1312-431-00-124-886-0-899	Pct. 4 - Laborsita	Contingency	$2,153.98	**$60,024.48**		

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Account #	Subdivision	Object Description	Budget Amount	Total By CSJ	Total By Type	Total By Precinct
8-1312-431-00-124-401-0-312	Pct. 4 - Lakeview Subdvision	Administration	$14,200.00			
8-1312-431-00-124-401-0-334	Pct. 4 - Lakeview Subdvision	Eng & Arch Services	$41,514.00			
8-1312-431-00-124-401-0-339	Pct. 4 - Lakeview Subdvision	Other Prof. Services	$13,209.00			
8-1312-431-00-124-401-0-734	Pct. 4 - Lakeview Subdvision	Subdivision Streets	$264,777.00			
8-1312-431-00-124-401-0-733	Pct. 4 - Lakeview Subdvision	Drainage Ditches	$22,400.00			
8-1312-431-00-124-401-0-899	Pct. 4 - Lakeview Subdvision	Drainage Ditches	$21,300.00	**$377,400.00**		
8-1312-431-00-124-657-0-312	Pct. 4 - Seminary Villlage Subd	Administration	$5,400.00			
8-1312-431-00-124-657-0-334	Pct. 4 - Seminary Villlage Subd	Eng & Arch Services	$18,854.00			
8-1312-431-00-124-657-0-339	Pct. 4 - Seminary Villlage Subd	Other Prof. Services	$5,999.00			
8-1312-431-00-124-657-0-734	Pct. 4 - Seminary Villlage Subd	Subdivision Streets	$96,647.00			
8-1312-431-00-124-657-0-733	Pct. 4 - Seminary Villlage Subd	Drainage Ditches	$36,400.00			
8-1312-431-00-124-657-0-899	Pct. 4 - Seminary Villlage Subd	Contingency	$8,100.00	**$171,400.00**		
8-1312-431-00-124-752-0-312	Pct. 4 - Trenton Terrace	Administration	$5,400.00			
8-1312-431-00-124-752-0-334	Pct. 4 - Trenton Terrace	Eng & Arch Services	$30,342.40			
8-1312-431-00-124-752-0-339	Pct. 4 - Trenton Terrace	Other Prof. Services	$9,654.40			
8-1312-431-00-124-752-0-734	Pct. 4 - Trenton Terrace	Subdivision Streets	$81,503.20			
8-1312-431-00-124-752-0-733	Pct. 4 - Trenton Terrace	Drainage Ditches	$140,840.00			
8-1312-431-00-124-752-0-899	Pct. 4 - Trenton Terrace	Contingency	$8,100.00	**$275,840.00**		
8-1312-431-00-124-844-0-312	Pct. 4 - Colonia Esperanza #1	Administration	$3,424.22			
8-1312-431-00-124-844-0-334	Pct. 4 - Colonia Esperanza #1	Eng & Arch Services	$8,383.98			
8-1312-431-00-124-844-0-339	Pct. 4 - Colonia Esperanza #1	Other Prof. Services	$2,667.63			
8-1312-431-00-124-844-0-734	Pct. 4 - Colonia Esperanza #1	Subdivision Streets	$57,100.00			
8-1312-431-00-124-844-0-733	Pct. 4 - Colonia Esperanza #1	Drainage Ditches	$19,118.00			
8-1312-431-00-124-844-0-899	Pct. 4 - Colonia Esperanza #1	Contingency	$14,029.70	**$104,723.53**	**$2,031,461.57**	**$2,031,461.57**

AI-10996 **17.A.**

R & B- Deletion of current vacant and creation of new position
CC REGULAR

Date: 09/09/2008
Submitted By: Mary Ybarra, COMM. PCT. #1
Submitted For: Mary Ybarra
Department: COMM. PCT. #1
Agenda Area: Precinct #1

Information

CAPTION

Road & Bridge (121-005):
1. Approval to delete one (1) vacant permanent full-time Mechanic I position, slot no. 121-005-0032 budgeted at $28,997.00 per year.
2. Approval to create one (1) new permanent full-time Mechanic III position, slot no. 121-005-0077 budgeted at $37,440.00 per year.
3. Approval of revised salary schedule.

BACKGROUND

Deletion and creation of positions as stated are effective upon CC approval. Slot No. 0032 became vacant on 8-29-08 as per Employee Change of Status form.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available within dept's budget. Slot no. 0032 is being deleted.

Attachments

Link: Job Description- Mechanic I
Link: Job Description- Mechanic III
Link: PARS
Link: Fiscal Note
Link: Pct. 1 R & B Salary Schedule
Link: L.O.T.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 10:50 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/05/2008 03:35 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	09/05/2008 04:38 PM	APRV
4	Auditor's Office		09/05/2008 05:08 PM	NEW

Form Started By: Mary Ybarra

Started On: 09/04/2008 10:18 AM

Final Approval Date: 09/05/2008

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Mechanic I	FLSA Status:	Non-Exempt
Department:	121 R+B	Civil Service Status:	Non-Exempt

SUMMARY

Assist with the maintenance and repair of all gasoline and diesel-power vehicles, machinery, small engines and equipment. Assists with the maintenance and repair of heavy equipment and rebuilding of engines and transmissions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Will be required to repair and/or replace tires as needed.
- Assists with repairs and performs preventative maintenance on all Precinct equipment.
- Assists with trouble-shooting and cost estimates on repair jobs and preventative maintenance.
- Assists with the removal of such units as engine, transmission or differential.
- Assists with raising vehicle with hydraulic jack or hoist to gain access to mechanical units bolted to underside of vehicle.
- Assists with repairing parts such as crankshafts and cylinder blocks.
- Assists with rewiring ignition system, lights and instrument panels.
- Assists with relines and adjusts brakes, repairs or replaces shock absorbers and solders leaks in radiators.
- Assists with the repair of hydraulic systems, diesel engines, gasoline engines and heavy equipment.
- Will be required to order and stock all pertinent supplies and parts as needed.
- Must keep detailed daily log of activities.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED), preferred;
- Two years of increasingly responsible auto repair experience; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, mult plication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Employee may be assigned other duties in addition to those listed: duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Mechanic III	FLSA Status:	Non-Exempt
Department:	121 Road + Bridge	Civil Service Status:	Non-Exempt

SUMMARY

Oversees the operation and employees of the county's garage and maintenance shop that is responsible for the repair and general maintenance of all vehicles including all medium- and heavy-class equipment used in the building and maintenance of county road and bridges.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Coordinates and schedules request for vehicle maintenance repairs.
- Coordinates and/or oversees contract services for vehicle repairs not performed at the county level.
- Assists in writing specifications for new equipment and vehicles to be purchased.
- Maintains a working relationship with various vendors for sublet work and parts purchased.
- Maintains shop in good working condition and develops effective safety procedures.
- Decides whether to purchase new, rebuilt, or used parts to repair vehicles and equipment in the shop.
- Purchases supplies and equipment for vehicle and equipment repairs.
- Purchases stock and parts under guidelines and procedures established by the department.
- Oversees maintenance of files on vehicles for quick reference on work orders; for a history of vehicle repairs and parts, and/or lubrication and oil change records.
- Assists in diagnosing and repairing vehicles and equipment as needed.
- Orients new mechanics and recommends appropriate training for them.
- Supervises schedules for subordinate personnel.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This is a supervisory position and the incumbent must demonstrate on-going competence in being able to delegate responsibility as well as instruct and train employees on proper shop procedure and proper equipment/tool handling and training.

EDUCATION and/or EXPERIENCE

- High School diploma or general education degree (GED) preferred;
- Eight years of increasingly responsible auto repair/welding experience; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals to include parts and maintenance manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Ability to perform the duties and responsibilities of a Mechanic I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Work involves considerable stooping, bending, and working in overhead structures and on scaffolds. Considerable glare emits from work, requiring the wearing of personal protective equipment. Exposed to moderate burns and exposed to flying objects, such as chips and scale. Work also involves varying degrees of precision and control where damage could be considerable.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PRECINCT 1 / 121
CURRENT POSITION TITLE: Mechanic I
REQUESTED POSITION TITLE: (For new positions or reclassifications)

DATE: September 3, 2008
CURRENT SLOT. #: 121-005-032

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Delete Position

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 28,997.00 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ -0- (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee ☒ Object 113 | Part Time Employee ☐ Object 114 | _____ Enter hourly rate for temp. positions

Full Time Temporary ☐ Object 121 | Part Time Temporary ☐ Object 122 | $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Deleting this position will help fund the Mechanic III position, to better service the precinct equipment.

NEW POSITION: Brief job description and attach a copy of the new job description.

This position will also maintain the shop in good working condition and will develop effective safety procedures.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

N/A

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/5/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/5/08	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct 1 / 121
CURRENT POSITION TITLE:

DATE: September 3, 2008
CURRENT SLOT. #:

REQUESTED POSITION TITLE: Mechanic III
(For new positions or reclassifications) (New Slot #121-005-077)

REQUEST FOR:

[XX] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 37,440.00 (Proposed Budgeted Salary) $ 37,440.00 (Net Change)

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [XX] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[XX]	Non-Exempt	[XX]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position will allow to expedite repair jobs. Will require skills to repair and recommend proper vehicle maintenance. This will also be a supervisory position and the incumbent will demonstrate on-going competence in being able to delegate responsibility as well as instruct and train employees on proper shop procedure and proper equipment/tool handling and training.

NEW POSITION: Brief job description and attach a copy of the new job description.

This position will coordinate and schedule request for vehicle maintenance repairs. Will also decide whether to purchase new, rebuilt, or used parts to repair vehicles and equipment in the shop.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

COMMENTS: (Any comments you wish to make regarding this request)

Due to skill expretise, this position will also help on lowering cost on repairs.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 9/3/08	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 9/5/2008	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/5/08	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, September 09, 2008

Agenda Item: 10996

Summary of request/proposal:
Precinct No. 1 R & B is requesting approval to delete one (1) vacant permanent full-time mechanic I position, slot no. 121-005-0032, budgeted at $28,997.00 with approval to create one (1) new permanent full-time mechanic III position, slot no. 121-005-0077 budgeted at $37,440.00 effective upon CC approval.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1201	Mechanic I	0032	113	28,997.00	-28,997.00	0.00
1201	Mechanic III	0077	113	0.00	37,440.00	37,440.00
				28,997.00	8,443.00	37,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1201-431-00-121-005-0-	113	PCT. 1 P/U RD	PERM. FULL TIME EMP.	$2,642.47
8-1201-431-00-121-005-0-	211	PCT. 1 P/U RD	HEALTH INSURANCE	$1,303.24
8-1201-431-00-121-005-0-	212	PCT. 1 P/U RD	LIFE INSURANCE	$10.33
8-1201-431-00-121-005-0-	220	PCT. 1 P/U RD	FICA	$202.15
8-1201-431-00-121-005-0-	230	PCT. 1 P/U RD	RETIREMENT	$232.01
8-1201-431-00-121-005-0-	250	PCT. 1 P/U RD	UNEMPLOYMENT COMP	$13.21
8-1201-431-00-121-005-0-	260	PCT. 1 P/U RD	WORKER'S COMP	$11.10
			2008 Budgetary Impact	$4,414.51

2009 Budgetary Impact: **$60,697.52**

Possible Funding Sources: **Funding from within dept's budget R & B.**

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1201-431-00-121-005-0
PCT.1 P/U RD

AI-10996

Slot #	Obj Code	POSITION TITLE	2007 BUDGETED SALARY	2008 ADJUSTED SALARY	2008 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2008 BUDGETED SALARY APPROVED	2008 ACTUAL SALARY	Other Allowances					2008 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	$77,250.00	$0.00	$77,250.00	0.04	$3,090.00	$0.00	$80,340.00	$80,340.00	$0.00	$0.00	$0.00	$0.00	$0.00	$80,340.00
0002	113	BUDGET MANAGER	$65,000.00	$0.00	$65,000.00	0.04	$2,600.00	$0.00	$67,600.00	$67,600.00	$480.00	$0.00	$0.00	$0.00	$0.00	$68,080.00
0003	113	HR COORD	$58,000.00	$0.00	$58,000.00	0.04	$2,320.00	$0.00	$60,320.00	$60,320.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$61,400.00
0004	113	ADMINISTRATIVE ASSISTANT	$54,549.00	$0.00	$54,549.00	0.04	$2,182.00	$0.00	$56,731.00	$52,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,000.00
0005	113	R.O.W. DIRECTOR	$45,895.00	$0.00	$45,895.00	0.04	$1,835.80	$0.00	$47,731.00	$47,731.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,731.00
0006	113	INVENTORY COOR	$45,000.00	$0.00	$45,000.00	0.04	$1,800.00	$0.00	$46,800.00	$46,800.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$47,880.00
0007	113	ACCOUNTANT	$45,000.00	$0.00	$45,000.00	0.04	$1,800.00	$0.00	$46,800.00	$46,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,800.00
0009	113	COORDINATOR	$40,755.00	$0.00	$40,755.00	0.04	$1,630.20	$0.00	$42,385.00	$42,385.00	$300.00	$0.00	$0.00	$0.00	$0.00	$42,685.00
0010	113	SAFETY DIRECTOR	$39,112.00	$0.00	$39,112.00	0.04	$1,564.00	$0.00	$40,676.00	$39,445.00	$420.00	$0.00	$0.00	$0.00	$0.00	$39,865.00
0011	113	ASST FIELD/OP DIR	$36,232.00	$0.00	$36,232.00	0.04	$1,449.28	$0.00	$37,681.00	$37,681.00	$360.00	$0.00	$0.00	$0.00	$0.00	$38,041.00
0012	113	SPECIAL PROJ COORD	$36,010.00	$0.00	$36,010.00	0.04	$1,440.40	$0.00	$37,450.00	$37,450.00	$480.00	$0.00	$0.00	$0.00	$0.00	$37,930.00
0013	113	PAVING SUPVSR	$34,888.00	$0.00	$34,888.00	0.04	$1,395.52	$0.00	$36,284.00	$36,284.00	$900.00	$0.00	$0.00	$0.00	$0.00	$37,184.00
0014	113	SAFETY COORDIN	$34,888.00	$0.00	$34,888.00	0.04	$1,395.52	$0.00	$36,284.00	$36,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,284.00
0018	113	MAINTENANCE III	$31,288.00	$0.00	$31,288.00	0.04	$1,251.52	$0.00	$32,540.00	$32,540.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$33,620.00
0019	113	TRCK DRIVER I	$31,288.00	$0.00	$31,288.00	0.04	$1,252.00	$0.00	$32,540.00	$32,540.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,540.00
0020	113	HEAVY EQUIPMENT OPERATOR III	$31,288.00	$0.00	$31,288.00	0.04	$1,251.52	$0.00	$32,540.00	$32,540.00	$720.00	$0.00	$0.00	$0.00	$0.00	$33,260.00
0021	113	MAINTENANCE III	$31,288.00	$0.00	$31,288.00	0.04	$1,252.00	$0.00	$32,540.00	$32,321.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,321.00
0022	113	HEAVY EQUIPMENT OPERATOR I	$31,288.00	$0.00	$31,288.00	0.04	$1,251.52	$0.00	$32,540.00	$32,540.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,840.00
0023	113	Maintenance III	$31,288.00	$0.00	$31,288.00	0.04	$1,251.52	$0.00	$32,540.00	$32,540.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,540.00
0024	113	MAINTENANCE II	$31,288.00	$0.00	$31,288.00	0.04	$1,251.52	$0.00	$32,540.00	$32,540.00	$480.00	$0.00	$0.00	$0.00	$0.00	$33,020.00
0025	113	MAINTENANCE III	$31,288.00	$0.00	$31,288.00	0.04	$1,252.00	$0.00	$32,540.00	$32,540.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,540.00
0027	113	GRANTS SPECIALIST	$31,078.00	$0.00	$31,078.00	0.04	$1,243.00	$0.00	$32,321.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	TRF CTRL SPC I	$30,787.00	$0.00	$30,787.00	0.04	$1,231.48	$0.00	$32,018.00	$32,018.00	$600.00	$0.00	$0.00	$0.00	$0.00	$32,618.00
0029	113	MECHANIC II	$29,834.00	$0.00	$29,834.00	0.04	$1,193.36	$0.00	$31,027.00	$31,027.00	$300.00	$0.00	$0.00	$0.00	$0.00	$31,327.00
0030	113	HEAVY EQ OP II	$29,094.00	$0.00	$29,094.00	0.04	$1,163.76	$0.00	$30,258.00	$30,258.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$31,518.00
0031	113	MAINTENANCE III	$28,067.00	$0.00	$28,067.00	0.04	$1,122.68	$0.00	$29,190.00	$29,190.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,190.00
Approval to delete one (1) vacant permanent full-time Mechanic I position, slot no. 121-005-0032, budgeted at $28,997.00 pending CC approval. Position was vacant effective on 8-29-08.																
~~0032~~	~~113~~	~~MECHANIC I~~	~~$27,882.00~~	~~$0.00~~	~~$27,882.00~~	~~0.04~~	~~$1,115.00~~	~~$0.00~~	~~$28,997.00~~	~~$28,997.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$28,997.00~~
0033	113	CLERK/RECEPTIONIST	$26,938.00	$0.00	$26,938.00	0.04	$1,077.52	$0.00	$28,016.00	$28,016.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,016.00
0034	113	MECHANIC I	$26,938.00	$0.00	$26,938.00	0.04	$1,078.00	$0.00	$28,016.00	$21,725.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,725.00
0035	113	HEAVY EQ OP III	$26,786.00	$0.00	$26,786.00	0.04	$1,071.44	$0.00	$27,857.00	$27,857.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$29,177.00
0036	113	HEAVY EQ OP II	$26,781.00	$0.00	$26,781.00	0.04	$1,071.24	$0.00	$27,852.00	$27,852.00	$840.00	$0.00	$0.00	$0.00	$0.00	$28,692.00
0037	113	MAINTENANCE II	$26,781.00	$0.00	$26,781.00	0.04	$1,071.00	$0.00	$27,852.00	$27,852.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,852.00
0038	113	HEAVY EQ OP II	$26,781.00	$0.00	$26,781.00	0.04	$1,071.00	$0.00	$27,852.00	$27,852.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,852.00
0039	113	TRUCK DRIVER III	$25,991.00	$0.00	$25,991.00	0.04	$1,040.00	$0.00	$27,031.00	$27,031.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,031.00
0040	113	MAINTENANCE I	$25,776.00	$0.00	$25,776.00	0.04	$1,031.00	$0.00	$26,807.00	$26,807.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,807.00
0041	113	TRUCK DRIVER III	$25,025.00	$0.00	$25,025.00	0.04	$1,001.00	$0.00	$26,026.00	$26,026.00	$780.00	$0.00	$0.00	$0.00	$0.00	$26,806.00
0042	113	MAINTENANCE II	$24,562.00	$0.00	$24,562.00	0.041	$1,000.00	$0.00	$25,562.00	$25,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,562.00

HIDALGO COUNTY
COMMISSIONER COURT
2008 SALARY SCHEDULE

1201-431-00-121-005-0
PCT.1 P/U RD

AI-10996

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	
0043	113	TRCK DRIVER III	$24,562.00	$0.00	$24,562.00	0.041	$1,000.00	$0.00	$25,562.00	$25,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,562.00
0044	113	TRCK DRIVER I	$23,607.00	$0.00	$23,607.00	0.042	$1,000.00	$0.00	$24,607.00	$24,607.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,607.00
0045	113	HEAVY EQIPMENT OPERATOR III	$23,607.00	$0.00	$23,607.00	0.042	$1,000.00	$0.00	$24,607.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0046	113	HEAVY EQ OP I	$23,334.00	$0.00	$23,334.00	0.043	$1,000.00	$0.00	$24,334.00	$24,334.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,754.00
0047	113	TRUCK DRIVER III	$23,334.00	$0.00	$23,334.00	0.043	$1,000.00	$0.00	$24,334.00	$24,334.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,334.00
0048	113	TRUCK DRIVER III	$23,000.00	$0.00	$23,000.00	0.043	$1,000.00	$0.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0049	113	TRCK DRVER III	$23,000.00	$0.00	$23,000.00	0.043	$1,000.00	$0.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0050	113	TRCK DRIVER III	$23,000.00	$0.00	$23,000.00	0.043	$1,000.00	$0.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0051	113	HEAVY EQ OP I	$22,483.00	$0.00	$22,483.00	0.044	$1,000.00	$0.00	$23,483.00	$23,483.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$24,563.00
0052	113	MAINTENANCE I	$22,236.00	$0.00	$22,236.00	0.045	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0053	113	MAINTENANCE I	$22,236.00	$0.00	$22,236.00	0.045	$1,000.00	$0.00	$23,236.00	$23,236.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,236.00
0054	113	HEAVY EQ OP I	$22,033.00	$0.00	$22,033.00	0.045	$1,000.00	$0.00	$23,033.00	$23,033.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,033.00
0055	113	DATA ENTRY CLERK	$20,988.00	$0.00	$20,988.00	0.048	$1,000.00	$0.00	$21,988.00	$21,988.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,988.00
0056	113	HEAVY EQUIPMENT OPERATOR III	$20,985.00	$0.00	$20,985.00	0.048	$1,000.00	$0.00	$21,985.00	$21,985.00	$360.00	$0.00	$0.00	$0.00	$0.00	$22,345.00
0057	113	MAINTENANCE I	$20,635.00	$0.00	$20,635.00	0.048	$1,000.00	$0.00	$21,635.00	$21,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,635.00
0058	113	MAINTENANCE I	$20,635.00	$0.00	$20,635.00	0.048	$1,000.00	$0.00	$21,635.00	$21,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,635.00
0059	113	MAINTENANCE I	$19,345.00	$0.00	$19,345.00	0.052	$1,000.00	$0.00	$20,345.00	$20,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,345.00
0060	113	MAINTENANCE I	$19,345.00	$0.00	$19,345.00	0.052	$1,000.00	$0.00	$20,345.00	$20,345.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,345.00
0061	113	ADMINISTRATIVE ASSISTANT	$46,400.00	$0.00	$46,400.00	0.04	$1,856.00	$0.00	$48,256.00	$48,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,256.00
T062	121	HEAVY EQ OP I	$20,985.00	$0.00	$20,985.00	0	$0.00	$0.00	$20,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T063	121	HEAVY EQ OP I	$20,985.00	$0.00	$20,985.00	0	$0.00	$0.00	$20,985.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T064	121	HEAVY EQ OP II	$26,781.00	$0.00	$26,781.00	0	$0.00	$0.00	$26,781.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T065	121	MAINTENANCE I	$20,635.00	$0.00	$20,635.00	0	$0.00	$0.00	$20,635.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T066	121	MAINTENANCE II	$25,000.00	$0.00	$25,000.00	0	$0.00	$0.00	$25,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T067	121	MAINTNENANCE III	$31,000.00	$0.00	$31,000.00	0	$0.00	$0.00	$31,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T068	121	HEAVY EQ OP II	$26,624.00	$0.00	$26,624.00	0	$0.00	$0.00	$26,624.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T069	121	HEAVY EQ OP II	$26,624.00	$0.00	$26,624.00	0	$0.00	$0.00	$26,624.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T070	121	MAINTENANCE I	$20,634.00	$0.00	$20,634.00	0	$0.00	$0.00	$20,634.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0071	113	COMMUNITY LIAISON	$42,000.00	$0.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0072	113	DIRECTOR OF OPERATIONS	$0.00	$65,265.00	$65,265.00	0	$0.00	$0.00	$65,265.00	$65,265.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,265.00
0073	113	MAINTENANCE III	$0.00	$32,000.00	$32,000.00	0	$0.00	$0.00	$32,000.00	$32,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,000.00
0074	113	TIRE REPAIR/MAINTENANCE	$0.00	$22,000.00	$22,000.00	0	$0.00	$0.00	$22,000.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0075	113	REASEARCH & DEVELOPMENT COOR	$0.00	$42,000.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0076	113	CONTRACTS MANAGER	$0.00	$42,000.00	$42,000.00	0	$0.00	$0.00	$42,000.00	$42,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,000.00
0077	113	MECHANIC III	$0.00	$37,440.00	$37,440.00	0	$0.00	$0.00	$37,440.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$2,008,017.00	$203,265.00	$2,211,282.00		$71,953.80	$0.00	$2,283,238.00	$1,970,570.00	$14,640.00	$0.00	$0.00	$0.00	$0.00	$1,985,210.00

Approval to create one (1) new permanent full time Mechanic III position, slot no. 121-005-0077, budgeted at 37,440.00 pending CC approval.

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 09/5/2008

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find 1 original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 10996

C.C. Date: 9/9/2008

Dept: Pct. 1 P/U Rd.-R & B

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.

RECEIVED
SEP - 5 2008
HUMAN RESOURCES

Human Resources Dept:

Received By: E. Cortez

Title: HR Director

Date: 9/5/2008 **Time:** 4:20

AI-10981 **18.A.**

General Agreement with the City of San Juan
CC REGULAR

Date: 09/09/2008
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Area: Precinct #2

Information

CAPTION

Discussion and approval of Interlocal Cooperation Agreement between the City of San Juan, Texas and County of Hidalgo, Texas for general purpose in multiple projects.

BACKGROUND

This would be a mutual convenants agreement.

Fiscal Impact

Attachments

Link: Interlocal
Link: Rates

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 07:48 AM	APRV
2	Dale Kennan	Dale Kennan	09/04/2008 09:12 AM	APRV
3	Auditor's Office		09/05/2008 05:08 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 09/03/2008 04:46 PM

Final Approval Date: 09/05/2008

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND CITY OF SAN JUAN, TEXAS

THIS Agreement is made on this the ___ day of _____, 2008 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and **CITY OF SAN JUAN, TEXAS,** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

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

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, City desires to assist County in multiple projects to be defined by mutual agreement in which both the City and the county would benefit form the outcome of the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the City for such equipment and materials for the furtherance of the Work. County shall be solely responsible for determining the current rate for equipment and City aggress to reimburse County for such costs within thirty (30) days of receipt of invoice from County.

2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County.

3. The parties agree that all other costs associated with the Work shall be the responsibility of the City in their entirety.

4. **Term**. The term of this Agreement shall be fore one (1) year with the option to review for five (5) additional one year terms upon the same terms and conditions

described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party.

5. Upon a change in price for manpower, equipment or materials, the County shall notify the City within ten (10) working days for any on-going Work and before beginning any new Work.

6. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

7. **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 their 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 times such conflict exists.

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

9. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

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

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

If to City:	City of San Juan Attention: Tony Garza, Interim-City Manager 709 S. Nebraska San Juan, Texas 78589
If to County:	Hidalgo County Attention: J.D. Salinas III, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner, Precinct Number 2 Hector "Tito" Palacios 301 East State Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

12. **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.

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

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

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

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

17. **Authority to Execute**. The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

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

19. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

CITY OF SAN JUAN

By: _____
Pedro Contreras, Mayor

Attest:

_____

HIDALGO COUNTY

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

Attest:

_____
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft	to 15	Articulated, Telescoping, Scissor.	hour	$5.70
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft	to 30	Articulated, Telescoping, Scissor.	hour	$11.80
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft	to 50	Articulated, Telescoping, Scissor.	hour	$21.40
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft	to 85	Articulated and Telescoping.	hour	$38.50
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft	to 130	Articulated and Telescoping.	hour	$60.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	25 Ft		Articulated and Telescoping.	hour	$5.40
8487	Aerial Lift, Truck Mntd	Max. Platform Height	50 Ft		Articulated and Telescoping.	hour	$9.00
8488	Aerial Lift, Truck Mntd	Max. Platform Height	75 Ft		Articulated and Telescoping.	hour	$19.10
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 Ft		Articulated and Telescoping.	hour	$36.00
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	$1.55
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	$4.75
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	$9.25
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	$17.20
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	$24.80
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	$40.50
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	$60.00
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	$82.00
8020	Air Curtain Burner			to 50	In ground burner.	hour	$6.60
8021	Air Curtain Burner			to 75	In ground burner.	hour	$7.60
8022	Air Curtain Burner			to 100	In ground burner.	hour	$8.75
8023	Air Curtain Burner			to 50	Above ground burner.	hour	$9.05
8024	Air Curtain Burner			to 75	Above ground burner.	hour	$11.60
8025	Air Curtain Burner			to 100	Above ground burner.	hour	$15.30
8040	Ambulance			to 150		hour	$21.50
8041	Ambulance			to 210		hour	$32.00
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	$1.40
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	$3.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	$1.80
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Guardrail post driver.	hour	$30.00
8070	Automobile			to 130	Transporting people.	mile	$0.45
8071	Automobile			to 130	Transporting cargo.	hour	$9.75
8072	Automobile, Police			to 250	Patrolling.	mile	$0.55
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$14.35
8110	Barge, Deck	Size	120'x30'x7.25'			hour	$25.50
8111	Barge, Deck	Size	120'x45'x7'			hour	$39.50
8112	Barge, Deck	Size	140'x45'x7'			hour	$53.00
8113	Barge, Deck	Size	150'x45'x9'			hour	$62.00
8115	Barge, Hopper	Size	200'x35'x12'		Open	hour	$46.50
8116	Barge, Hopper	Size	200'x35'x12'		Closed	hour	$54.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$3.10
8051	Board, Message			to 5	Trailer Mounted.	hour	$8.55
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$160.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$182.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$226.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$270.00
8130	Boat, Row				Heavy duty.	hour	$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$14.45
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$27.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$204.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$339.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$480.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$693.00
8140	Boat, Tug	Length	16 Ft	to 100		hour	$31.00
8141	Boat, Tug	Length	18 Ft	to 175		hour	$48.00
8142	Boat, Tug	Length	26 Ft	to 250		hour	$63.00
8143	Boat, Tug	Length	40 Ft	to 380		hour	$140.00
8144	Boat, Tug	Length	51 Ft	to 700		hour	$207.00
8419	Breaker, Pavement Hand-Held	Weight	25~90 Lbs			hour	$0.70
8420	Breaker, Pavement			to 70		hour	$29.50
8421	Breaker, Pavement			to 105		hour	$39.50
8422	Breaker, Pavement			to 137		hour	$52.00
8150	Broom, Pavement	Broom Length	72 In	to 20		hour	$9.35
8151	Broom, Pavement	Broom Length	84 In	to 45		hour	$13.95

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8152	Broom, Pavement	Broom Length	96 In	to 100		hour	$18.80
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18		hour	$6.10
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20		hour	$7.60
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth.	hour	$4.10
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth.	hour	$7.25
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth.	hour	$12.00
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth.	hour	$16.40
8275	Bucket, Dragline	Capacity	2.0 CY			hour	$3.30
8276	Bucket, Dragline	Capacity	5.0 CY			hour	$6.95
8277	Bucket, Dragline	Capacity	10 CY			hour	$11.55
8278	Bucket, Dragline	Capacity	14 CY			hour	$13.50
8180	Bus			to 150		hour	$14.75
8181	Bus			to 210		hour	$22.30
8182	Bus			to 300		hour	$30.50
8190	Chain Saw	Bar Length	16 In			hour	$1.55
8191	Chain Saw	Bar Length	25 In			hour	$3.10
8192	Chain Saw, Pole	Bar Size	18 In			hour	$1.65
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	$12.80
8201	Chipper, Brush	Chipping Capacity	12 In	to 65	Trailer Mounted.	hour	$17.70
8202	Chipper, Brush	Chipping Capacity	16 In	to 100	Trailer Mounted.	hour	$23.00
8203	Chipper, Brush	Chipping Capacity	18 In	to 125	Trailer Mounted.	hour	$29.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	$42.50
8205	Chipper, Brush	Chipping Capacity	19 In	to 300	Trailer Mounted.	hour	$59.00
8206	Chipper, Brush	Chipping Capacity	19 In	to 450	Trailer Mounted.	hour	$86.00
8207	Chipper, Brush			to 650	Trailer Mounted.	hour	$130.00
8210	Clamshell & Dragline			to 100	Bucket not included in rate.	hour	$71.00
8211	Clamshell & Dragline			to 155	Bucket not included in rate.	hour	$95.00
8212	Clamshell & Dragline			to 235	Bucket not included in rate.	hour	$131.00
8213	Clamshell & Dragline			to 350	Bucket not included in rate.	hour	$178.00
8214	Clamshell & Dragline			to 530	Bucket not included in rate.	hour	$250.00
8215	Clamshell & Dragline			to 800	Bucket not included in rate.	hour	$343.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	$18.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	$23.30
8220	Compactor			to 10		hour	$8.70
8221	Compactor			to 45		hour	$15.30
8222	Compactor			to 75		hour	$22.70
8223	Compactor			to 95		hour	$28.00
8224	Compactor			to 150		hour	$43.50
8225	Compactor			to 235		hour	$73.00
8226	Compactor			to 335		hour	$119.00
8227	Compactor			to 535		hour	$234.00
8228	Compactor, towed			to 15		hour	$15.00
8229	Compactor, towed			to 50		hour	$39.00
8230	Compactor, towed			to 100		hour	$65.00
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$30.50
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$44.00
8502	Crane	Max. Lift Capacity	27 MT	to 200		hour	$66.00
8503	Crane	Max. Lift Capacity	45 MT	to 300		hour	$98.00
8504	Crane	Max. Lift Capacity	70 MT	to 350		hour	$143.00
8505	Crane	Max. Lift Capacity	110 MT	to 450		hour	$208.00
8496	Crane, Truck Mntd	Max. Lift Capacity	17600 Lbs			hour	$22.50
8497	Crane, Truck Mntd	Max. Lift Capacity	33000 Lbs			hour	$34.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs			hour	$55.00
8499	Crane, Truck Mntd	Max. Lift Capacity	120000 Lbs			hour	$98.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150			$76.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190			$86.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245			$96.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	55 Ft		Includes hydraulic pole alignment attachment.	hour	$32.50
8671	Derrick, Hydraulic Digger	Max. Boom Length	75 Ft		Includes hydraulic pole alignment attachment.	hour	$34.50
8672	Derrick, Hydraulic Digger	Max. Boom Length	95 Ft		Includes hydraulic pole alignment attachment.	hour	$36.50

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8580	Distributor, Asphalt	Tank Capacity	500 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	$10.50
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	$15.60
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	$19.10
8250	Dozer, Crawler			to 65		hour	$31.00
8251	Dozer, Crawler			to 105		hour	$40.00
8252	Dozer, Crawler			to 160		hour	$55.00
8253	Dozer, Crawler			to 245		hour	$79.00
8254	Dozer, Crawler			to 375		hour	$124.00
8255	Dozer, Crawler			to 565		hour	$200.00
8256	Dozer, Crawler			to 850		hour	$344.00
8260	Dozer, Wheel			to 260		hour	$55.00
8261	Dozer, Wheel			to 335		hour	$68.00
8262	Dozer, Wheel			to 445		hour	$86.00
8263	Dozer, Wheel			to 615		hour	$126.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$21.90
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$37.50
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$64.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$104.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$163.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$255.00
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$404.00
8240	Feeder, Grizzly			to 35		hour	$19.20
8241	Feeder, Grizzly			to 55		hour	$29.00
8242	Feeder, Grizzly			to 75		hour	$45.50
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$9.90
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$14.45
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$23.90
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$42.50
8310	Generator	Prime Output	5.5 KW	to 10		hour	$3.60
8311	Generator	Prime Output	16 KW	to 25		hour	$8.45
8312	Generator	Prime Output	43 KW	to 65		hour	$18.10
8313	Generator	Prime Output	85 KW	to 125		hour	$28.50
8314	Generator	Prime Output	140 KW	to 200		hour	$40.50
8315	Generator	Prime Output	210 KW	to 300		hour	$59.00
8316	Generator	Prime Output	280 KW	to 400		hour	$76.00
8317	Generator	Prime Output	350 KW	to 500		hour	$94.00
8318	Generator	Prime Output	530 KW	to 750		hour	$137.00
8319	Generator	Prime Output	710 KW	to 1000		hour	$179.00
8320	Generator	Prime Output	1100 KW	to 1500		hour	$274.00
8321	Generator	Prime Output	1500 KW	to 2000		hour	$369.00
8322	Generator	Prime Output	1900 KW	to 2500		hour	$457.00
8323	Generator	Prime Output	2400 KW	to 3000		hour	$547.00
8755	Golf Cart	Capacity	2 person			hour	$2.55
8330	Graders	Moldboard Size	8 Ft	to 50	Includes Rigid and Articulate equipment.	hour	$23.90
8331	Graders	Moldboard Size	10 Ft	to 100	Includes Rigid and Articulate equipment.	hour	$32.00
8332	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$43.00
8333	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$60.00

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	$0.20
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	$0.35
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	$0.55
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	$1.15
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	$1.90
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	$0.20
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	$0.30
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	$0.50
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	$0.85
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	$1.80
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour	$3.20
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	$1.10
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	$1.20
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	$13.90
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	$23.50
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	$46.50
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	$73.00
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	$101.00
8385	Loader, Crawler	Bucket Capacity	5 CY	to 300	Includes bucket.	hour	$135.00
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	$12.50
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	$17.40
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	$20.10
8543	Loader, Skid-Steer	Operating Capacity	4000 Lbs	to 94		hour	$21.00
8401	Loader, Tractor, Wheel			to 81		hour	$17.80
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	$13.25
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	$17.10
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105		hour	$25.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	$34.00
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	$43.50
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	$53.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	$65.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	$79.00
8398	Loader, Wheel	Bucket Capacity	8 CY	to 415		hour	$92.00
8399	Loader, Wheel	Bucket Capacity	9 CY	to 470		hour	$105.00
8400	Loader, Wheel	Bucket Capacity	10 CY	to 530		hour	$122.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$12.25
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$19.70
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$28.50
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$36.50
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	$2.90
8411	Mixer, Concrete Portable	Batching Capacity	16 Cft			hour	$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	$9.35
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	$14.70
8075	Motorcycle, Police					mile	$0.40
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	$10.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	$15.00
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	$22.60

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8430	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	$41.50
8431	Paver, Asphalt			to 75	Includes wheel and crawler equipment.	hour	$63.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	$97.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	$151.00
8436	Pick-up, Asphalt			to 110		hour	$57.00
8437	Pick-up, Asphalt			to 150		hour	$82.00
8438	Pick-up, Asphalt			to 200		hour	$103.00
8439	Pick-up, Asphalt			to 275		hour	$145.00
8660	Plow, Cable	Plow Depth	18 in	to 30		hour	$9.50
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$19.30
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$30.50
8450	Plow, Grader Mntd	Width	to 10 Ft			hour	$18.60
8451	Plow, Grader Mntd	Width	to 14 Ft			hour	$25.00
8452	Plow, Truck Mntd	Width	to 15 Ft			hour	$14.05
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing.	hour	$20.40
8470	Pump			to 3	Hoses not included.	hour	$2.70
8471	Pump			to 6	Hoses not included.	hour	$3.70
8472	Pump			to 10	Hoses not included.	hour	$5.05
8473	Pump			to 15	Hoses not included.	hour	$6.00
8474	Pump			to 25	Hoses not included.	hour	$8.60
8475	Pump			to 40	Hoses not included.	hour	$11.25
8476	Pump			to 60	Hoses not included.	hour	$16.70
8477	Pump			to 95	Hoses not included.	hour	$24.60
8478	Pump			to 140	Hoses not included.	hour	$26.50
8479	Pump			to 200	Hoses not included.	hour	$31.50
8463	Pump Extender	Length	20 Ft			hour	$1.25
8460	Pump, W/O Power	Pump Size	6 In			hour	$2.30
8461	Pump, W/O Power	Pump Size	12 In			hour	$3.00
8462	Pump, W/O Power	Pump Size	24 In			hour	$7.15
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	$5.35
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	$12.60
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	$22.10
8513	Saw, Rock			to 65		hour	$29.00
8514	Saw, Rock			to 90		hour	$38.00
8515	Saw, Rock			to 120		hour	$52.00
8520	Scraper	Scraper Capacity	11 CY	to 175		hour	$83.00
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	$109.00
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	$143.00
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	$173.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	$208.00
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	$140.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$157.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75		hour	$38.50
8551	Snow Blower, Truck Mntd	Capacity	1100 Tph	to 150		hour	$60.00
8552	Snow Blower, Truck Mntd	Capacity	1600 Tph	to 250		hour	$90.00
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400		hour	$128.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$12.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$16.30
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted.	hour	$10.70
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted.	hour	$13.45
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted.	hour	$22.40
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	$4.10
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	$66.00
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	$3.65
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$4.05
8456	Spreader, Sand	Mounting	Dump Body			hour	$5.65

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	$7.90
8440	Striper	Paint Capacity	40 Gal	to 22		hour	$12.90
8441	Striper	Paint Capacity	90 Gal	to 60		hour	$19.10
8442	Striper	Paint Capacity	120 Gal	to 122		hour	$38.00
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	$69.00
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	$3.25
8157	Sweeper, Pavement			to 110		hour	$47.00
8158	Sweeper, Pavement			to 150		hour	$56.00
8159	Sweeper, Pavement			to 200		hour	$62.00
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	$17.40
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	$26.00
8592	Trailer, Dump	Capacity	40 CY		Does not include Prime Mover.	hour	$35.00
8600	Trailer, Equipment	Capacity	30 Tons			hour	$9.90
8601	Trailer, Equipment	Capacity	40 Tons			hour	$11.45
8602	Trailer, Equipment	Capacity	60 Tons			hour	$13.70
8603	Trailer, Equipment	Capacity	120 Tons				$18.30
8640	Trailer, Office	Trailer Size	8' x 24'			hour	$1.60
8641	Trailer, Office	Trailer Size	8' x 32'			hour	$1.90
8642	Trailer, Office	Trailer Size	10' x 32'			hour	$2.30
8610	Trailer, Water	Tank Capacity	4000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$10.65
8611	Trailer, Water	Tank Capacity	6000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$12.40
8612	Trailer, Water	Tank Capacity	10000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$15.40
8613	Trailer, Water	Tank Capacity	14000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$18.70
8650	Trencher			to 35	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$14.70
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$32.50
8652	Trencher			to 115	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$41.50
8653	Trencher			to 175	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$61.00
8290	Trowel, Concrete	Diameter	90 In	to 25		hour	$11.70
8291	Trowel, Concrete	Diameter	100 In	to 38		hour	$17.90
8810	Truck, Bucket				Add Flatbed Truck to Truck Mounted Aerial Lift.		
8811	Truck, Cleaning				Add Flatbed Truck to Sewer Cleaner.		
8680	Truck, Concrete Mixer	Mixer Capacity	10 CY	to 255		hour	$70.00
8681	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	$81.00
8720	Truck, Dump	Struck Capacity	8 CY	to 210		hour	$25.50
8721	Truck, Dump	Struck Capacity	10 CY	to 235		hour	$28.00
8722	Truck, Dump	Struck Capacity	12 CY	to 255		hour	$31.00
8723	Truck, Dump	Struck Capacity	18 CY	to 330		hour	$46.50
8724	Truck, Dump	Struck Capacity	28 CY	to 400		hour	$77.00
8725	Truck, Dump	Struck Capacity	40 CY	to 460		hour	$85.00
8726	Truck, Dump	Struck Capacity	50 CY	to 620		hour	$108.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	$53.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	$56.00
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	$71.00
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	$77.00
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 150		hour	$16.40
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 180		hour	$20.20
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 215		hour	$26.50
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 250		hour	$29.50
8704	Truck, Flatbed	Maximum Gvw	50000 Lbs	to 300		hour	$38.00
8705	Truck, Flatbed			to 375		hour	$46.00
8706	Truck, Flatbed			to 450		hour	$53.00
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	$41.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	$50.00

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8812	Truck, Knuckle Boom				Add Flatbed Truck to Truck Mounted Crane.		
8813	Truck, Ladder				Add Flatbed Truck to Truck Mounted Aerial Lift.		
8814	Truck, Line				Add Flatbed Truck to Hydraulic Digger Derrick.		
8800	Truck, Pickup			to 130	When transporting people.	mile	$0.45
8801	Truck, Pickup			to 130		hour	$9.75
8802	Truck, Pickup			to 180		hour	$13.35
8803	Truck, Pickup			to 230		hour	$16.50
8804	Truck, Pickup			to 280		hour	$19.90
8790	Truck, Tractor			to 210		hour	$29.50
8791	Truck, Tractor			to 265		hour	$36.50
8792	Truck, Tractor			to 310		hour	$42.00
8793	Truck, Tractor			to 350		hour	$44.50
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$27.50
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$39.00
8620	Tub Grinder			to 400		hour	$78.00
8621	Tub Grinder			to 500		hour	$97.00
8622	Tub Grinder			to 600		hour	$110.00
8623	Tub Grinder			to 700		hour	$125.00
8624	Tub Grinder			to 800		hour	$144.00
8625	Tub Grinder			to 900		hour	$156.00
8626	Tub Grinder			to 1000		hour	$170.00
8753	Vehicle, Recreational			to 10		hour	$2.75
8750	Vehicle, Small			to 30		hour	$5.25
8760	Vibrator, Concrete			to 4		hour	$1.00
8761	Vibrator, Concrete			to 8		hour	$2.75
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$4.90
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$10.25
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$14.75
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$21.60

AI-10983 **19.A.4.**

Request for Payment No. 3 for AGADC
CC REGULAR

Date: 09/09/2008
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 payment of Invoice No. 3 (3rd floor) in the amount of $3,000.00, from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building." C-08-131-08-07

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $3,000,000.00 as of 9/4/08.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2008 12:23 PM	APRV
2	Budget & Management	Veronica Lopez	09/04/2008 01:19 PM	APRV
3	Dale Kennan	Dale Kennan	09/04/2008 02:38 PM	APRV
4	Auditor's Office		09/05/2008 05:08 PM	PEND
Form Started By: Rocio Villarreal			Started On: 09/03/2008 04:54 PM	
Final Approval Date: 09/05/2008				

AGADC
ALCÓCER GARCIA ASSOCIATES
DESIGN CONSULTING
1333 EAST JASMINE AVENUE
MCALLEN, TEXAS 78501

INVOICE FOR SERVICES

INVOICE NUMBER : **THREE**

DATE: SEPTEMBER 3 , 2008

PROJECT: REMODEL OF EXISTING OLD ADMINISTRATION BUILDING **(3RD FLOOR)**
100 E. CANO ST., EDINBURG, TEXAS

TO: HONORABLE JUAN D. SALINAS, III , COUNTY JUDGE
100 E. CANO ST.
EDINBURG, TEXAS 78539

AS PER THE OWNER-ARCHITECT AGREEMENT DATED JULY 11,2008

A/E FEE:: A STIPULATED SUM OF $ 16,400.00

FEE BREAKDOWN:

MEASUREMENTS OF EXISTING PARTITION LOCATIONS/CONDITIONS.....	$ 1,200.00 (PAID)
PRELIMINARY DESIGNS.....	3,000.00
CONSTRUCTION PLANS AD SPECIFICATIONS.....	12,200.00
TOTAL.....	$16,400.00

THIS INVOICE FOR:

100% PRELIMINARY DESIGNS.....3,000.00

PLEASE REMIT PAYMENT TO
ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. JASMINE AVENUE
MCALLEN, TEXAS 78501
EIN: 74-2919292

THANK YOU,
AGADC

George A. Garcia
Project Architect

cc: Hidalgo County Purchasing Dept.
Hidalgo County Auditor's Office

AI-11006 **19.A.5.**

Authority to Extend bid opening and re-advertise for: Impoundment and Quarantine of Small animals within Hidalgo County-RFB

CC REGULAR

Date: 09/09/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to Tx. Local Gov't. Code, Chapter 262.026(a), ratification of an extension of bid opening/acceptance date with authority to re-advertise for: "Hidalgo County, Impoundment and Quarantine of small animals within Hidalgo County"(RFB # 08-239-MSS), from Wednesday, September 10, 2008 to Wednesday, September 24, 2008, so as to permit the distribution of procurement packets to additional vendors and thus allow more time for participation and timely submission.

BACKGROUND

Additional Advertisements proposed schedule:

1st September 13, 2008
2nd September 20, 2008

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Account number is being recognized as a possible funding source. Funding source will be identified prior to bid award.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2008 05:09 PM	APRV
2	Budget & Management	Veronica Lopez	09/05/2008 07:53 AM	APRV
3	Rey Salazar	Rey Salazar	09/05/2008 03:00 PM	APRV
4	Auditor's Office	Becky Morales	09/05/2008 03:03 PM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 03:05 PM	APRV

Form Started By: Moises Salazar

Started On: 09/04/2008 02:44 PM

Final Approval Date: 09/05/2008

AI-10984 **19.A.6.**

Hidalgo County-JP 4/ Pl 2-Interlocal Agreements for City of Edinburg, Donna ISD, Edcouch-Elsa ISD & Hidalgo ISD

CC REGULAR

Date: 09/16/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

A. Requesting approval to enter into an Interlocal Agreement with the City of Edinburg and/or Edinburg Conolidated Independent School District and Hidalgo County through its Justice of the Peace, Precinct 4, Place 2, for conducting "Truancy Hearings".

B. Requesting approval to enter into an Interlocal Agreement with Donna Independent School District and Hidalgo County through its Justice of the Peace, Precinct 4, Place 2, for conducting "Truancy Hearings".

C. Requesting approval to enter into an Interlocal Agreement with Edcouch-Elsa Independent School District and Hidalgo County through its Justice of the Peace, Precinct 4, Place 2, for conducting "Truancy Hearings".

D. Requesting approval to enter into an Interlocal Agreement with Hidalgo Independent School District and Hidalgo County through its Justice of the Peace, Precinct 4, Place 2, for conducting "Truancy Hearings".

BACKGROUND

No county match. No budgetary impact.

Fiscal Impact

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

BUDGETARY IMPACT:

No budgetary impact to Hidalgo County.
No county match.

Attachments

Link: agreement
Link: agreement
Link: agreement
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2008 04:59 PM	APRV
2	Budget & Management	Veronica Lopez	09/05/2008 07:49 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/05/2008 03:53 PM	APRV
4	Auditor's Office		09/05/2008 05:08 PM	NEW

Form Started By: Letty Saenz

Started On: 09/03/2008 05:00 PM

Final Approval Date: 09/05/2008

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY, THE CITY OF EDINBURG, TEXAS AND
EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

THIS Agreement is made on this the **9th** day of **September 2008**, by and between the **HIDALGO COUNTY, TEXAS,** hereinafter referred to as "County", **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District" and the **CITY OF EDINBURG, TEXAS**, hereinafter referred to as the "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the justice courts of any precinct in Hidalgo County have jurisdiction under Texas Education Code Section 25.0094, to hear truancy cases concerning children who either reside in a precinct or in which the school the child attends is in the precinct;

WHEREAS, County, through its Justice of the Peace Precinct 4 Place 2 (the "Justice of the Peace"), has expressed an immediate need for additional space in which to conduct truancy court hearings ("Court Hearings") because of a high demand in the caseload within the County;

WHEREAS, County has requested of City to allow County to utilize office space in certain City facilities, as more particularly designated and described on Exhibit "A" (the "Office Space"); for the purpose of holding truancy hearings of Edinburg Consolidated School District students, Juvenile Justice Alternative Education Program students, South Texas Independent School District's Business Education Technology Academy students and One Stop Multi Service students;

WHEREAS, City desires to assist County in providing space for Court Hearings at its facilities and will receive a benefit by doing so because it will provide a convenient and familiar environment for students and families who are experiencing truancy issues and/or charges;

WHEREAS, District also desires to provide at its own expense, employees to manage truancy cases as further described herein;

WHEREAS, City, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. City agrees to provide Office Space for County to conduct truancy hearings by County Justice of the Peace judges, subject, however, to City in all events having priority in use of the Office Space. In the event City is required to suspend use of the Office Space by County, City shall give County at least five (5) days notice of such suspension. City shall allow County to use the Office Space for purposes of holding truancy hearings by the Justice of the Peace only for students who reside in the County or attend school at District, the Juvenile Justice Alternative Education Program, South Texas Independent School District's Business Education Technology Academy or One Stop Multi Service.

2. County agrees to provide Court Hearings in a timely manner for the students identified in paragraph 1 above, as initiated by each school district's personnel. The actual scheduling of the docket shall be as mutually agreed by the Justice of the Peace and City personnel.

3. District agrees to provide two (2) full time clerks, one (1) truancy secretary and two (2) case managers to the Justice of the Peace's office to assist in managing truancy cases from the District. The assigned clerks, secretary and case managers shall be employees of the District for all purposes and the County shall have no responsibilities regarding the clerks, secretary or case managers other than general supervision pertaining to truancy cases scheduled for disposition in the Justice of the Peace's court. The County shall not be responsible for time or attendance of the clerks, secretary or case managers nor shall the County be responsible for salary or benefits of said clerks, secretary or case managers. At the District's discretion, the clerks, secretary and case managers may be reassigned to other District positions or offices without notice to County.

4. **Time of Court Hearings**. County agrees and understands that County may only utilize the Office Space designated on Exhibit "A", at times mutually agreed to by the County and City.

5. **Security**. The City shall be responsible for providing adequate security at all times in which court is in session in the designated Office Space. City personnel shall be responsible for ensuring the building is secured/locked after court is completed on any given day regardless of the time court business is completed.

6. City agrees to hold County harmless from any and all liability associated with or related to property of City located on or about the Office Space. County agrees that any activities involving the Office Space, other than truancy hearings, shall only be done with advance written approval of the appropriate City officials.

7. **Term**. Subject to earlier termination as herein provided, the term of this Agreement shall be for three (3) years commencing **September 09, 2008,** and ending **September 08, 2011**. This Agreement may be renewed for additional one (1) year terms upon agreement of the parties at least thirty (30) days prior to the expiration of any term.

8. The right of County and County's Justice of the Peace to use the Office Space shall terminate immediately at the sole discretion of City upon City's determination that City requires the Office Space which is the subject of this Agreement, to be used for City purposes. Such termination shall be evidenced by City giving County written notice thereof. Notwithstanding anything to the contrary herein, either party may terminate this Agreement on thirty (30) days written notice to the other.

9. **Storage of Court Records.** The parties agree that no court records will be stored on City property at any time and that the City is not responsible for lost or stolen records which may inadvertently be left or brought to the Office Space.

10. **Equipment and Supplies.** County shall be responsible for the provision of certain office supplies for use by County and District personnel during Court Hearings, including but not limited to paper, printing equipment, computers, hard drives, and the county data processing system (Able Term) when such supplies are not available from the District. County will not at any time leave any office supplies or other materials at the City for the City's or District's own use nor will the District supply any supplies or materials for the County's own use.

11. **Collected Fines.** All fines relating to truancy cases collected in from truancy hearings shall be deposited to the account of County and the District in which the student attends school as provided in Section 25.093, Texas Education Code.

12. **Notice**. All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

City:
City of Edinburg
Attn: Juan J. Rodriguez, City Manager
210 West McIntyre
Edinburg, Texas 78540

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

District:
Edinburg Consolidated Independent School District
Attn: Gilberto Garza, Jr., Superintendent
411 North 8th Street
Edinburg, Texas 78541

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

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.

14. 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.

15. This Agreement constitutes the sole and only Agreement of the parties thereto and supersedes any prior understanding or written oral agreements between the parties respecting the within subject matter.

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

17. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

18. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

19. In the event City, County or District breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

20. Neither City, County or District shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, materials or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of City, County or District, and which by the exercise of due diligence City, County or District is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, City, County and District have caused this Agreement to be executed by its authorized officers effective as of the _____ day of September, 2008.

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By:_____
Board of Trustees, President

CITY OF EDINBURG, TEXAS

By:_____
Mayor

HIDALGO COUNTY

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

JUSTICE OF THE PEACE PRECINCT No. 4, PLACE 2

_____
Judge Mary Alice Palacios

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

_____
By: Stephen L. Crain

EXHIBIT "A"

Edinburg Municipal Court, 100 E. Freddy Gonzalez Dr., Edinburg, Texas 78539
(All charter schools and JP Civil/Criminal Trials)

Edinburg Activity Center,123 E. Palm Drive, Edinburg Texas-(E.C.I.S.D. Hearings)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
DONNA INDEPENDENT SCHOOL DISTRICT

THIS Agreement is made on this the 9th day of **September 2008**, by and between the **HIDALGO COUNTY, TEXAS,** hereinafter referred to as "County" and **DONNA INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the justice courts of any precinct in Hidalgo County have jurisdiction under Texas Education Code Section 25.0094, to hear truancy cases concerning children who either reside in a precinct or in which the school the child attends is in the precinct;

WHEREAS, County, through its Justice of the Peace Precinct 4 Place 2 (the "Justice of the Peace"), has expressed an immediate need for additional space in which to conduct truancy court hearings ("Court Hearings") because of a high demand in the caseload within the County;

WHEREAS, County has requested of District that District allow County to utilize office space in certain District schools, as more particularly designated and described on Exhibit "A" for the purpose of holding truancy hearings of District's students (the "Office Space");

WHEREAS, District desires to assist County in providing space for Court Hearings at its facilities and will receive a benefit by doing so because it will provide a convenient and familiar environment for students and families who are experiencing truancy issues and/or charges;

WHEREAS, District also desires to provide at its own expense, employees to manage truancy cases as further described herein;

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. District agrees to provide Office Space for County to conduct truancy hearings by County Justice of the Peace judges, subject, however, to District in all events having priority in use of the Office Space. In the event District is required to suspend use of the Office Space by County, District shall give County at least five (5) days notice of such suspension. District shall allow County to use the Office Space for purposes of holding truancy hearings by the Justice of the Peace only for students who reside in the County or attend school at a District campus.

2. County agrees to provide Court Hearings in a timely manner for District's students as initiated by District's personnel. The actual scheduling of the docket shall be as mutually agreed by the Justice of the Peace and District truancy personnel.

3. District further agrees to provide one (1) full time clerk to the Justice of the Peace's office to assist in managing truancy cases from the District. The assigned clerk shall be an employee of the District for all purposes and the County shall have no responsibilities regarding the clerk other than general supervision pertaining to truancy cases scheduled for disposition in the Justice of the Peace's court. The County shall not be responsible for time or attendance of the clerk nor shall the County be responsible for salary or benefits of said clerk. At the District's discretion, the clerk may be reassigned to other District positions or offices without notice to County.

4. **Time of Court Hearings**. County agrees and understands that County may only utilize the Office Space designated on Exhibit "A", at times mutually agreed to by the County and District on regular school days.

5. **Security**. The District shall be responsible for providing adequate security at all times in which court is in session in the designated Office Space. School personnel shall be responsible for ensuring the building is secured/locked after court is completed on any given day regardless of the time court business is completed.

6. District agrees to hold County harmless from any and all liability associated with or related to property of District located on or about the Office Space. County agrees that any activities involving the Office Space, other than truancy hearings of District's students, shall only be done with advance written approval of the Superintendent of District.

7. **Term**. Subject to earlier termination as herein provided, the term of this Agreement shall be for three (3) years commencing **September 09, 2008**, and ending **September 08, 2011**. This Agreement may be renewed for additional one (1) year terms upon agreement of the parties at least thirty (30) days prior to the expiration of any term.

8. The right of County and County's Justice of the Peace to use the Office Space shall terminate immediately at the sole discretion of District upon District's determination that District requires the Office Space which is the subject of this Agreement, to be used for District purposes. Such termination shall be evidenced by District giving County written notice thereof. Notwithstanding anything to the contrary herein, either party may terminate this Agreement on thirty (30) days written notice to the other.

9. **Storage of Court Records.** The parties agree that no court records will be stored on District property at any time and that the District is not responsible for lost or stolen records which may inadvertently be left or brought to the Office Space.

10. **Equipment and Supplies.** County shall be responsible for the provision of certain office supplies for use by County and school personnel during Court Hearings, including but not limited to paper, printing equipment, computers, hard drives, and the county data processing system (Able Term) when such supplies are not available from the District. County will not at any time leave any office supplies or other materials at the District for the District's own use nor will the District supply any supplies or materials for the County's own use.

11. **Collected Fines.** All fines relating to truancy cases collected in any truancy hearings shall be deposited to the account of County and District as provided by state law in accordance with Texas Government Code, Texas Code of Criminal Procedure and Texas Education Code.

12. **Notice**. All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

District:
Donna Independent School District
Attn: Roberto F. Loredo, Superintendent
116 North 10th Street
Donna, Texas 78537

County:
Hidalgo County
J.D. Salinas, III
100 E. Cano
Edinburg, Texas 78539

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

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.

14. 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.

15. This Agreement constitutes the sole and only Agreement of the parties thereto and supersedes any prior understanding or written oral agreements between the parties respecting the within subject matter.

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

17. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

18. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

19. In the event District or County breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

20. Neither District nor County shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, materials or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of District or County, and which by the exercise of due diligence District or County is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, District and County have caused this Agreement to be executed by its authorized officers effective as of the _____ day of September, 2008.

DONNA INDEPENDENT SCHOOL DISTRICT

By:_____
Board of Trustees, President

HIDALGO COUNTY

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

JUSTICE OF THE PEACE
PRECINCT No. 4, PLACE 2

_____
Judge Mary Alice Palacios

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

_____
By: Stephen L. Crain

EXHIBIT "A"

Stankie Elementary 2006 Silver Avenue, Donna, Texas 78537
(Donna ISD-Hearings)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
EDCOUCH ELSA INDEPENDENT SCHOOL DISTRICT

THIS Agreement is made on this the **9th** day of **September 2008**, by and between the **HIDALGO COUNTY, TEXAS,** hereinafter referred to as "County" and **EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the justice courts of any precinct in Hidalgo County have jurisdiction under Texas Education Code Section 25.0094, to hear truancy cases concerning children who either reside in a precinct or in which the school the child attends is in the precinct;

WHEREAS, County, through its Justice of the Peace Precinct 4 Place 2 (the "Justice of the Peace"), has expressed an immediate need for additional space in which to conduct truancy court hearings ("Court Hearings") because of a high demand in the caseload within the County;

WHEREAS, County has requested of District that District allow County to utilize office space in certain District schools, as more particularly designated and described on Exhibit "A" (the "Office Space") for the purpose of holding truancy hearings of District's students and students from La Villa Independent School District;

WHEREAS, District desires to assist County in providing space for Court Hearings at its facilities and will receive a benefit by doing so because it will provide a convenient and familiar environment for students and families who are experiencing truancy issues and/or charges;

WHEREAS, District also desires to provide at its own expense, employees to manage truancy cases as further described herein;

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. District agrees to provide Office Space for County to conduct truancy hearings by County Justice of the Peace judges, subject, however, to District in all events having priority in use of the Office Space. In the event District is required to suspend use of the Office Space by County, District shall give County at least five (5) days notice of such suspension. District shall allow County to use the Office Space for purposes of holding truancy hearings by the Justice of the Peace only for students who reside in the County, attend school at a District campus or attend school at La Villa Independent School District.

2. County agrees to provide Court Hearings in a timely manner for District's students as initiated by District's personnel. The actual scheduling of the docket shall be as mutually agreed by the Justice of the Peace and District truancy personnel.

3. District further agrees to provide one (1) full time clerk to the Justice of the Peace's office to assist in managing truancy cases from the District. The assigned clerk shall be an employee of the District for all purposes and the County shall have no responsibilities regarding the clerk other than general supervision pertaining to truancy cases scheduled for disposition in the Justice of the Peace's court. The County shall not be responsible for time or attendance of the clerk nor shall the County be responsible for salary or benefits of said clerk. At the District's discretion, the clerk may be reassigned to other District positions or offices without notice to County.

4. **Time of Court Hearings**. County agrees and understands that County may only utilize the Office Space designated on Exhibit "A", at times mutually agreed to by the County and District on regular school days.

5. **Security**. The District shall be responsible for providing adequate security at all times in which court is in session in the designated Office Space. School personnel shall be responsible for ensuring the building is secured/locked after court is completed on any given day regardless of the time court business is completed.

6. District agrees to hold County harmless from any and all liability associated with or related to property of District located on or about the Office Space. County agrees that any activities involving the Office Space, other than truancy hearings of District's students or other students otherwise permitted under this Agreement, shall only be done with advance written approval of the Superintendent of District.

7. **Term**. Subject to earlier termination as herein provided, the term of this Agreement shall be for three (3) years commencing **September 09, 2008**, and ending **September 08, 2011**. This Agreement may be renewed for additional one (1) year terms upon agreement of the parties at least thirty (30) days prior to the expiration of any term.

8. The right of County and County's Justice of the Peace to use the Office Space shall

terminate immediately at the sole discretion of District upon District's determination that District requires the Office Space which is the subject of this Agreement, to be used for District purposes. Such termination shall be evidenced by District giving County written notice thereof. Notwithstanding anything to the contrary herein, either party may terminate this Agreement on thirty (30) days written notice to the other.

9. **Storage of Court Records.** The parties agree that no court records will be stored on District property at any time and that the District is not responsible for lost or stolen records which may inadvertently be left or brought to the Office Space.

10. **Equipment and Supplies.** County shall be responsible for the provision of certain office supplies for use by County and school personnel during Court Hearings, including but not limited to paper, printing equipment, computers, hard drives, and the county data processing system (Able Term) when such supplies are not available from the District. County will not at any time leave any office supplies or other materials at the District for the District's own use nor will the District supply any supplies or materials for the County's own use.

11. **Collected Fines.** All fines relating to truancy cases collected in any such truancy hearings shall be deposited to the account of County and the District where the student attends school as provided in Section 25.093, Texas Education Code.

12. **Notice**. All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

District:
Edcouch-Elsa Independent School District
Attn: Michael Sandroussi, Superintendent
920 West Santa Rosa Avenue
Edcouch, Texas 78538

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

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

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.

14. 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.

15. This Agreement constitutes the sole and only Agreement of the parties thereto and supersedes any prior understanding or written oral agreements between the parties respecting the within subject matter.

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

17. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

18. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

19. In the event District or County breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

20. Neither District nor County shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, materials or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of District or County, and which by the exercise of due diligence District or County is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, District and County have caused this Agreement to be executed by its authorized officers effective as of the _____ day of September, 2008.

EDCOUCH ELSA INDEPENDENT SCHOOL DISTRICT

By:_____
Board of Trustees, President

HIDALGO COUNTY

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

JUSTICE OF THE PEACE PRECINCT No. 4, PLACE 2

_____
Judge Mary Alice Palacios

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

_____
By: Stephen L. Crain

EXHIBIT "A"

Sail Center, Hwy 107 & 4 Mile Drive (Yellow Jacket Drive), Edcouch, Texas 78543
(Edcouch-Elsa and La Villa ISD-Hearings)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO INDEPENDENT SCHOOL DISTRICT

THIS Agreement is made on this the **9th** day of **September 2008**, by and between the **HIDALGO COUNTY, TEXAS,** hereinafter referred to as "County" and **HIDALGO INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the justice courts of any precinct in Hidalgo County have jurisdiction under Texas Education Code Section 25.0094, to hear truancy cases concerning children who either reside in a precinct or in which the school the child attends is in the precinct;

WHEREAS, County, through its Justice of the Peace Precinct 4 Place 2 (the "Justice of the Peace"), has expressed an immediate need for additional space in which to conduct truancy court hearings ("Court Hearings") because of a high demand in the caseload within the County;

WHEREAS, County has requested of District that District allow County to utilize office space in certain District schools, as more particularly designated and described on Exhibit "A" (the "Office Space") for the purpose of holding truancy hearings of District's students and students from Valley View Independent School District;

WHEREAS, District desires to assist County in providing space for Court Hearings at its facilities and will receive a benefit by doing so because it will provide a convenient and familiar environment for students and families who are experiencing truancy issues and/or charges;

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. District agrees to provide Office Space for County to conduct truancy hearings by County Justice of the Peace judges, subject, however, to District in all events having priority in use of the Office Space. In the event District is required to suspend use

of the Office Space by County, District shall give County at least five (5) days notice of such suspension. District shall allow County to use the Office Space for purposes of holding truancy hearings by the Justice of the Peace only for students who reside in the County, attend school at a District campus or attend school at Valley View Independent School District.

2. County agrees to provide Court Hearings in a timely manner for District's students as initiated by District's personnel. The actual scheduling of the docket shall be as mutually agreed by the Justice of the Peace and District truancy personnel.

3. **Time of Court Hearings**. County agrees and understands that County may only utilize the Office Space designated on Exhibit "A", at times mutually agreed to by the County and District on regular school days.

4. **Security**. The District shall be responsible for providing adequate security at all times in which court is in session in the designated Office Space. School personnel shall be responsible for ensuring the building is secured/locked after court is completed on any given day regardless of the time court business is completed.

5. District agrees to hold County harmless from any and all liability associated with or related to property of District located on or about the Office Space. County agrees that any activities involving the Office Space, other than truancy hearings of District's students or other students otherwise permitted under this Agreement, shall only be done with advance written approval of the Superintendent of District.

6. **Term**. Subject to earlier termination as herein provided, the term of this Agreement shall be for three (3) years commencing **September 09, 2008**, and ending **September 08, 2011**. This Agreement may be renewed for additional one (1) year terms upon agreement of the parties at least thirty (30) days prior to the expiration of any term.

7. The right of County and County's Justice of the Peace to use the Office Space shall terminate immediately at the sole discretion of District upon District's determination that District requires the Office Space which is the subject of this Agreement, to be used for District purposes. Such termination shall be evidenced by District giving County written notice thereof. Notwithstanding anything to the contrary herein, either party may terminate this Agreement on thirty (30) days written notice to the other.

8. **Storage of Court Records.** The parties agree that no court records will be stored on District property at any time and that the District is not responsible for lost or stolen records which may inadvertently be left or brought to the Office Space.

9. **Equipment and Supplies.** County shall be responsible for the provision of certain office supplies for use by County and school personnel during Court Hearings,

including but not limited to paper, printing equipment, computers, hard drives, and the county data processing system (Able Term) when such supplies are not available from the District. County will not at any time leave any office supplies or other materials at the District for the District's own use nor will the District supply any supplies or materials for the County's own use.

10. **Collected Fines.** All fines relating to truancy cases collected in any such truancy hearings shall be deposited to the account of County and the District where the student attends school as provided in Section 25.093, Texas Education Code.

11. **Notice**. All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

District:
Hidalgo Independent School District
Attn: Ed Cancino, Superintendent
324 East Flora
Hidalgo, Texas 78557

County:
Hidalgo County
J.D. Salinas, III
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

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

12. **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.

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

14. This Agreement constitutes the sole and only Agreement of the parties thereto and supersedes any prior understanding or written oral agreements between the parties respecting the within subject matter.

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

16. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

17. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

18. In the event District or County breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

19. Neither District nor County shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, materials or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of District or County, and which by the exercise of due diligence District or County is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, District and County have caused this Agreement to be executed by its authorized officers effective as of the _____ day of September, 2008.

HIDALGO INDEPENDENT SCHOOL DISTRICT

By:_____
Board of Trustees, President

HIDALGO COUNTY

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

JUSTICE OF THE PEACE
PRECINCT No. 4, PLACE 2

_____
Judge Mary Alice Palacios

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

_____
By: Stephen L. Crain

EXHIBIT "A"

Hidalgo High School, 910 East Pirate Drive, Hidalgo, Texas 78557
(Hidalgo and Valley View ISD-Hearings)

AI-11009 **19.A.7.**

SOQ - ENGINEER SERVICES FOR SUBSTANCE ABUSE FACILITY CC REGULAR

Date: 09/09/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service in connection with the subdividing of land (where the Primary Substance Abuse Facility will be constructed) as required by the Texas Facilities Commission as well as the City of Edinburg (Planning & Zoning Commission);

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for the subdividing of the land for the construction of the Hidalgo County "Primary Substance Abuse Facility";

1st._____; 2nd._____;
3rd._____;

C. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of engineering services in connection with subdividing of land for the construction (by the State of Texas) of the Hidalgo County "Primary Substance Abuse Facility".

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2008 05:09 PM	APRV
2	Budget & Management	Veronica Lopez	09/05/2008 07:53 AM	APRV
3	Veronica Lopez	Veronica Lopez	09/05/2008 09:31 AM	APRV
4	Auditor's Office	Becky Morales	09/05/2008 02:53 PM	APRV
5	Veronica Lopez	Veronica Lopez	09/05/2008 03:14 PM	APRV

6	Court Administrator	Angela Garcia	09/05/2008 03:25 PM	APRV
Form Started By: Laura Moya			Started On: 09/04/2008 04:45 PM	
Final Approval Date: 09/05/2008				

AI-11029 **19.A.8.**

Presentation including request for clarificaitons by Project Architect Alcocer Garcia for Renovations to Old Administration Building-(C-08-131-08-07)

CC REGULAR

Date: 09/16/2008
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

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Information

CAPTION

Presentation by project architect (Alcocer Garcia Associates) on current status for Renovations of Old Administration Building project, including, but not limited to clarifications and direction as to the following:

A. Existing Elevators:
1. Remove and replace
2. Up-grade
3. Leave as is

B. Existing Electrical Escalators:
1. Remove and salvage to Owner
2. Remove and discard

C. Emergency Generator:
1. Capacity
2. What departments are to be serviced by generator
3. Type of Generator(Natural Gas, Gasoline or Diesel)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 08-1336-419-40-220-025-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

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

BUDGETARY IMPACT:

Fiscal impact will be determined by architect after CC make definitive decisions on clarifications.

Attachments

Link: E-mail from Alcocer Garcia Assoc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/05/2008 04:12 PM	APRV
2	Budget & Management	Veronica Lopez	09/05/2008 04:53 PM	APRV
3	Manuel Chapa		09/05/2008 05:08 PM	NEW

Form Started By: Moises Salazar — Started On: 09/05/2008 02:53 PM

Final Approval Date: 09/05/2008

Moises Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 03, 2008 11:18 AM
To: moises.salazar@co.hidalgo.tx.us; 'rocio.villarreal'
Cc: 'Ramon Vela'; 'Darlene Betancourt'; 'Oscar Garza'
Subject: FW: Approved plans for DA

FYI and file.
Moises,
As soon as AGADC gets these clarifications answered, we need to place on agenda for approval of all plans and specifications with authority to advertise, if applicable.
Thanks,
Marty!

From: Edo [mailto:edo@agadc.com]
Sent: Tuesday, September 02, 2008 8:00 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: Approved plans for DA

M.

Approval of the Schematic Design Phase was received from District Attorney's office on Friday, August 29th (Homer Vasquez and Roy Cazares). Refer to attached pdf files. We are now beginning the Design Development Phase which will take approximately two weeks and one week for Owner's review and approval.

Questions we need clarification on are;

1. Elevators
   a. Remove and replace
   b. Up-grade
   c. Leave as is

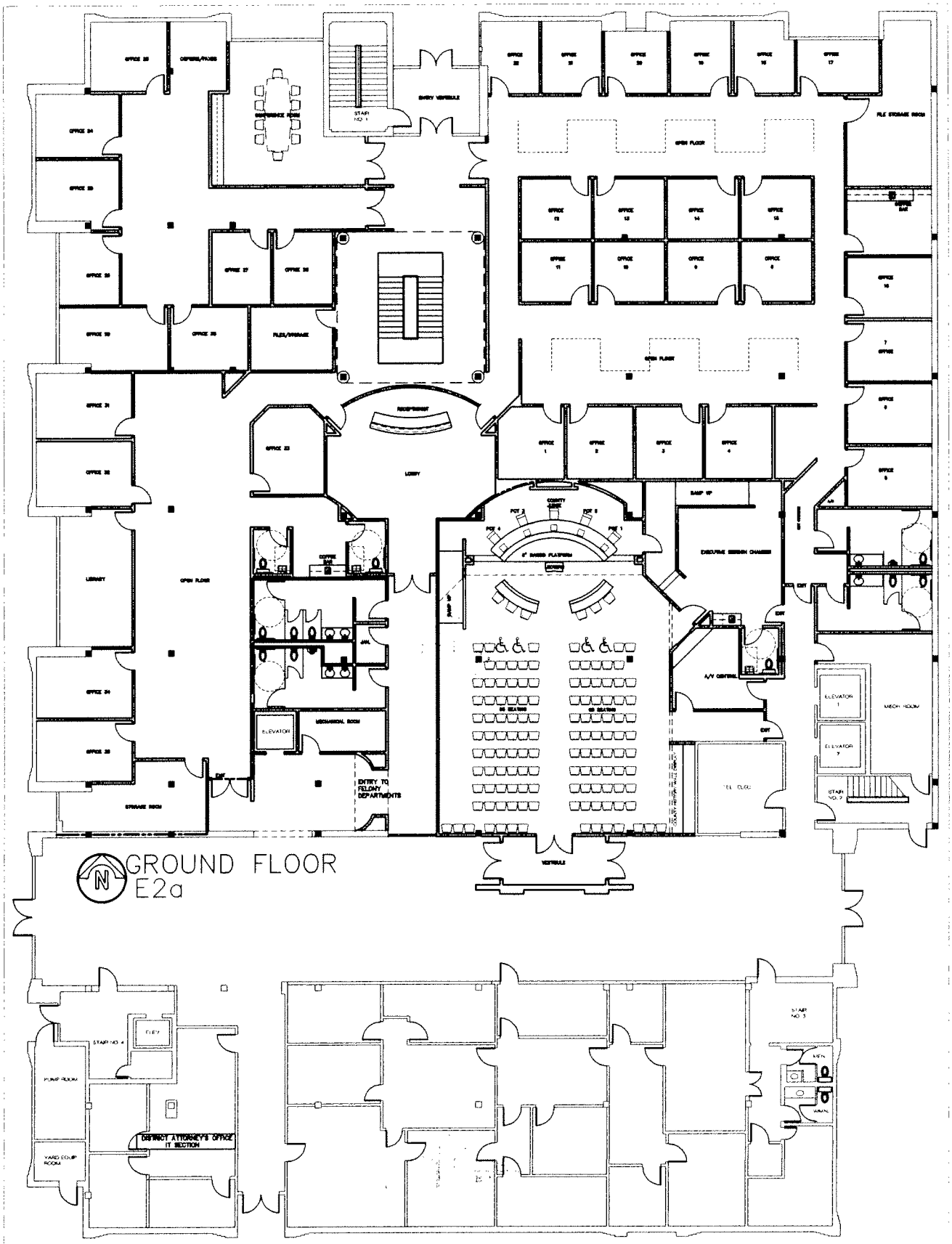
2. Escalators
   a. Remove and salvage to Owner
   b. Remove and discard

3. Emergency Generator
   a. Capacity
   b. What departments are to be serviced by generator
   c. Type of generator
      i. Natural gas
      ii. Gasoline
      iii. Diesel

Eduardo Alcocer

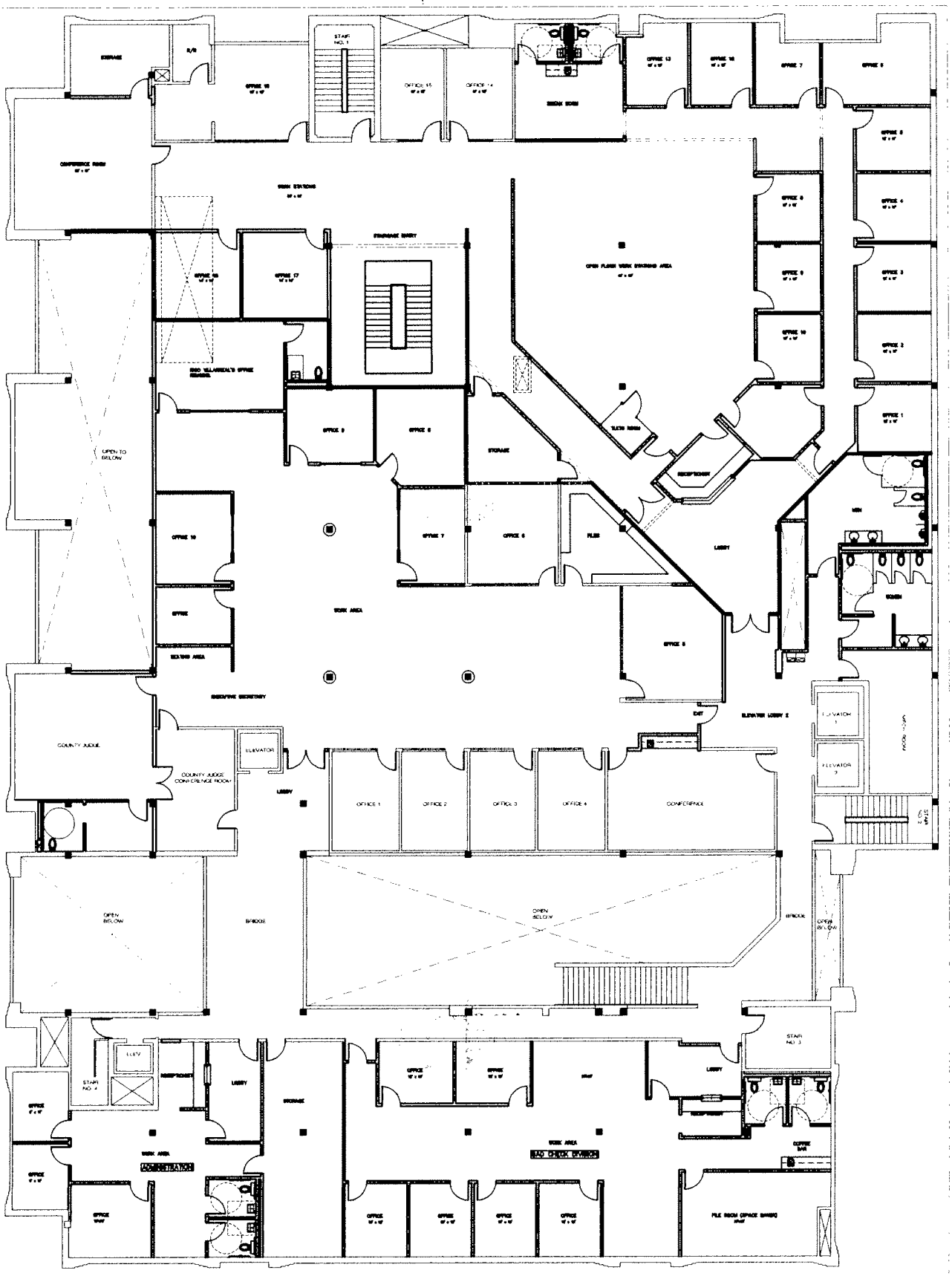
Alcocer García Associates

1333 E. Jasmine Ave.
McAllen, Texas 78501
Office: 956.618.2007
Fax: 956.618.2008
Cellular: 956.607.6671
e-mail: edo@agadc.com

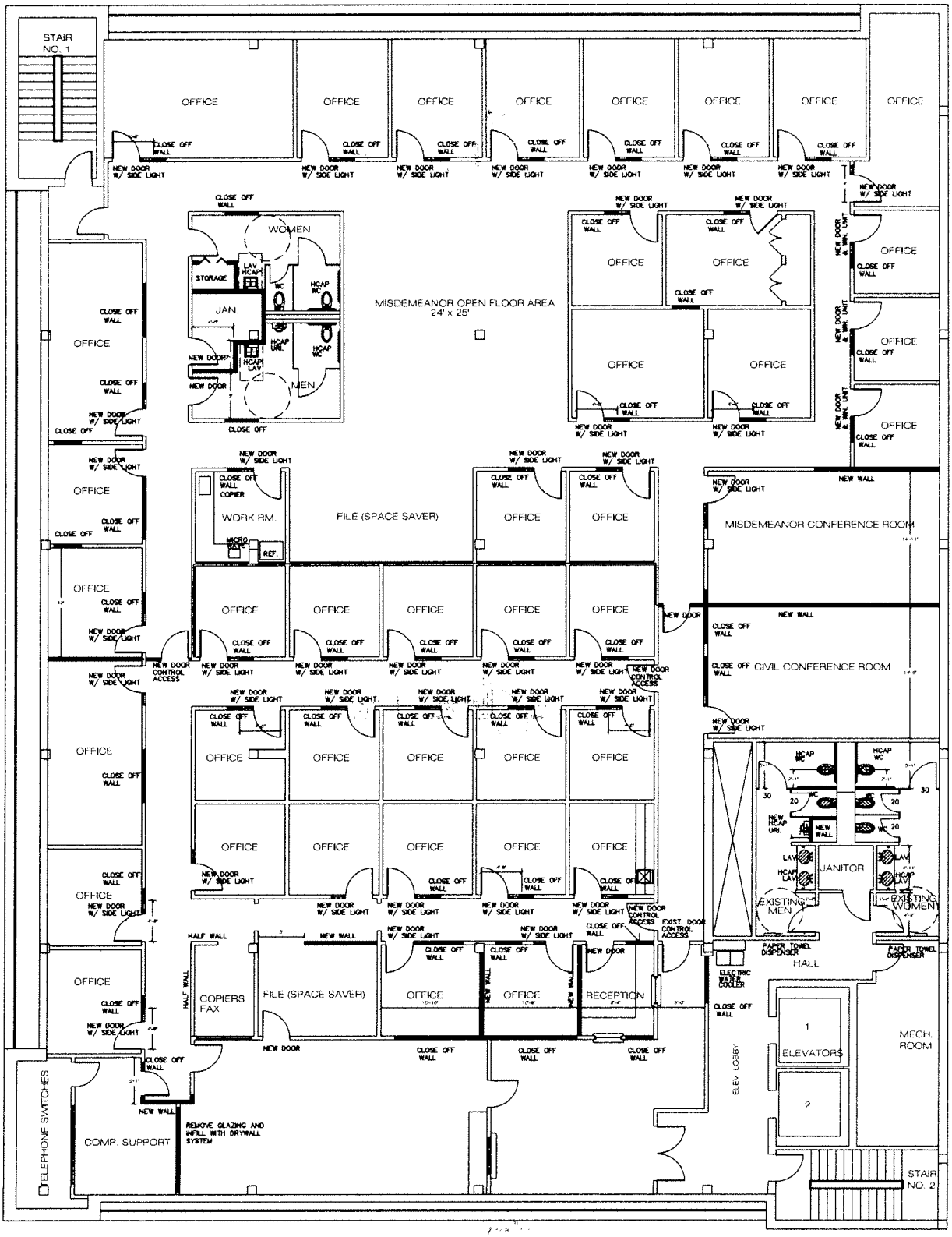


FIRST FLOOR: IMPROVEMENTS PLAN
SCALE: 1/8" = 1'-0"
AGADC 08-12-08

AGADC 08-12-08



SECOND FLOOR: IMPROVEMENTS PLAN
SCALE: 1/8" = 1'-0"
AGADC 08-12-08



THIRD FLOOR: IMPROVEMENTS PLAN

SCALE: 1/8" = 1'-0"

AGADC 08-12-08

AI-11002 **19.B.1.**

Authority to publish RFP-Professional Consulting Services
CC REGULAR

Date: 09/09/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** County Judge's Office

Information

CAPTION

Requesting authority to publish/advertise a Request for Proposals with qualifications for: Professional Consulting Services for "Asset Mapping and Strategic Planning to Guide Economic Development in Hidalgo County" with approval of draft procurement packet as developed and drafted through the Hidalgo County Judge's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 08-1287-465-20-110-070-9-
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding to address both advertising expense and consulting services would be from the account listed herein.

Obj. code 540 available balance as of 09/04/08 $12,000.00
Obj. code 311 available balance as of 09/04/08 $16,000.00

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/04/2008 11:52 AM	APRV
2	Budget & Management	Veronica Lopez	09/04/2008 01:18 PM	APRV
3	Erika Reyna	Erika Reyna	09/05/2008 08:20 AM	APRV
4	Auditor's Office		09/05/2008 05:08 PM	NEW

Form Started By: Marty Salazar Started On: 09/04/2008 11:36 AM

Final Approval Date: 09/05/2008

AI-10974 **19.C.1.**

Pct 1-Professional Surveying Services Agreement-Various R&B and CIP Projects-Dos Land Surveying, LLC

CC REGULAR

Date: 09/09/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting approval of a professional surveying services contract with DOS LAND SURVEYING, LLC for "Various Road & Bridge and CIP Projects" (On an as needed basis) for Hidalgo County Precinct No. 1. (As selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 05/13/08 for negotiation of the contract with DOS LAND SURVEYING, LLC and approved by legal counsel to proceed with final execution of contract).

BACKGROUND

Professional Surveying Services Agreement approved by legal counsel.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-334/339/734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available Balance as of 9-4-08 $30,000.00 for object code 334.
Available Balance as of 9-4-08 $2,750.00 for object code 339.
Available Balance as of 9-4-08 $15,819.20 for object code 734.

Attachments

Link: Professional Surveying Services Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2008 11:52 AM	APRV
2	Budget & Management	Veronica Lopez	09/04/2008 01:11 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/04/2008 02:59 PM	APRV
4	Auditor's Office	Becky Morales	09/05/2008 02:58 PM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 03:04 PM	APRV

Form Started By: Letty Saenz

Started On: 09/03/2008 03:16 PM

Final Approval Date: 09/05/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-08-225-09-09

THIS AGREEMENT is made effective the 9TH day of **SEPTEMBER, 2008**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **DOS LAND SURVEYING, LLC** a Texas Limited Liability Company ("Surveyor")

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **VARIOUS ROAD & BRIDGE AND C.I.P PROJECTS (On An As Needed Basis)** located within **HIDALGO COUNTY PRECINCT NO. 1**; and

WHEREAS, County has determined that the services of Professional Surveyor are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from Professional Right-of-Way Surveyor to assist the County by providing Surveying services; and

WHEREAS, the County has selected the Surveyor to provide Surveying services within the County of Hidalgo, Texas through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** . Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor." Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County

order.

3. **Method of Payment.** Payments to the **Surveyor** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Paragraph 4** herein. For each **Work Authorization**, the **Surveyor** shall prepare and submit to the **County** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Surveyor** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Surveyor** shall submit to the **County** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Surveyor** in the amount approved as aforesaid subject to **Paragraph 4** herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the **Surveyor** by the **County** for the **Project** or such portions of the project shall be only the amounts paid the **Surveyor** for actual work performed in accordance with the **Work Authorization**(s) approved by the **County.**

Final Payment. After final completion of the work and acceptance thereof by the **County** the **Surveyor** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Surveyor** and upon approval thereof by the **County,** the **County** shall pay to the **Surveyor** the amount due (**"Final Payment"**) under such **Final Request for**

Payment in accordance with the provisions of **Paragraph 4** hereof. The **Final Payment** shall not be made until the **Surveyor** delivers to the **County** an affidavit that so far as the **Surveyor** has knowledge or information any

and all amounts due for materials and services over which the **Surveyor** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the

County shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Surveyor** hereunder if any one or more of the following conditions precedent exist:

(1) The **Surveyor** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Surveyor's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Surveyor's** services which were performed in accordance with this Agreement.

(3) The **Surveyor** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Surveyor;**

(4) If the **County,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Surveyor's** services in accordance with this Agreement, no additional payments will be due the **Surveyor** hereunder unless and until the **Surveyor**, at its sole cost, performs a sufficient portion of the **Surveyor's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Surveyor's** services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Surveyor's** services to which such partial payment related or relieves the **Surveyor** of any of its obligations hereunder with respect thereto.

The **Surveyor** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Surveyor's** services.

Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **County** except those arising from (1) faulty or defective services of the **Surveyor** appearing after completion of

the **Project.** (2) failure of the **Surveyor 's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Surveyor** except those previously made in writing and identified by the **Surveyor** as unsettled at the time of the **Final Request for Payment**.

4. **Work Authorization**. After execution of this Agreement, the **Surveyor** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **County** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "D"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Surveyor** will identify, as approved by the **County,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **County** shall authorize the **Surveyor** to perform one or more of the agreed tasks identified in **EXHIBIT "A",** attached hereto, in the form of individual work authorizations. Upon authorization from the **County,** the **Surveyor** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **County** and the **Surveyor**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "B",** attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Surveyor's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Surveyor** and approved by the **County** shall be used by the **County** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Surveyor** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **County** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **County** and the **Surveyor** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Surveyor** and the **County.** The **Surveyor** shall promptly notify the **County** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Surveyor** and the **County** within the period established for this Agreement.

The final acceptance by the **County** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Surveyor** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization

5. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the Work Authorization or the Contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the

documents or any other data furnished the County under this contract.

10. Independent Contractor. Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided. Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict

exists.

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees

incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Surveyor:	Dos Land Surveying Attn: Eric Ybarra, President 2811 East Mile 9.5 Donna, Texas 78537

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract including the **Work Authorization Form** attached hereto as **Exhibit "D"**.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and

as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2008.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

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

SURVEYOR:
DOS LAND SURVEYING

By: _____

Printed Name: Eric Ybarra

Title: President

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

-Services to be Provided by Surveyor

EXHIBIT "B"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey preformed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey preformed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

EXHIBIT "B"

-Fee Schedule

EXHIBIT "B"

DOS
Dos Land Surveying

Contract Rate Schedule

Dos Land Surveying

LABOR:

Job Description	Contract Rate 2008	Contract Rate 2009	Contract Rate 2010	Contract Rate 2011	Contract Rate 2012	Contract Rate 2013	Contract Rate 2014
Surveying							
Reg. Public Land Surveyor	$160.00	$168.00	$176.40	$185.22	$194.48	$204.21	$214.42
Party Chief	$120.00	$126.00	$132.30	$138.92	$145.86	$153.15	$160.81
Survey Crew (2 person)	$112.35	$117.97	$123.87	$130.06	$136.56	$143.39	$150.56
Survey Crew (3 person)	$133.35	$140.02	$147.02	$154.37	$162.09	$170.19	$178.70
Survey Technician	$64.95	$68.20	$71.61	$75.19	$78.95	$82.90	$87.04
CADD	$78.00	$81.90	$86.00	$90.29	$94.81	$99.55	$104.53
Secretary	$55.00	$57.75	$60.64	$63.67	$66.85	$70.20	$73.71

**These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	.60/mile
ATV	$100/day
Lodging (in state)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	1.60/sq.ft.

EXHIBIT "C"

-Insurance Requirements

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

8/26/2008

PRODUCER
on Robertson Insurance Agency
322 S.W. Frwy. Ste. 1850
ouston, TX. 77074
13-272-0558

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
~~DOS Land Surveying, LLC~~

212 West 3rd St.
Weslaco, TX 78596
956-968-8855

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ~~Interstate Fire & Casualty~~ Texas Mutual Insurance Company	
INSURER B: ~~HCC Specialty~~	
INSURER C:	
INSURER D:	
INSURER E:	

VERAGES

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.

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	CMR6200015	10-28-07	10-27-08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-08	02-10-09	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	OTHER Professional Liability	S707-10575	10-28-07	10-28-08	$2,000,000 Occurrence $2,000,000 Aggregate	

CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

his certificate is issue as a matter of information only and confers
o rights upon the certificate holder. The certificate does not amend,
xtend or alter the coverage afforded by the policy (ies).

RTIFICATE HOLDER

County of Hidalgo
2802 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Ron Robertson

ORD 25 (2001/08)

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EXHIBIT "D"

-Work Authorization Form

HIDALGO COUNTY

Professional Surveying Services

Contract No. _____

Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Firm's Name"**, professional Surveyor of _____, Texas, hereinafter called **"Surveyor"**.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide_____.

The scope of services to be provided by the **Surveyor** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Surveyor* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of project.

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 the Hidalgo County Right of Way Department as to content and detail of this Work Authorization No. __.

HIDALGO COUNTY PRECINCT NO. _____

BY: _____
Hidalgo County Commissioner

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 SURVEYOR:
(NAME OF FIRM)

_____

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Surveyor
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Surveyor
ATTACHMENT "D" - Work Authorization Form

AI-10998 **19.D.1.**

Requesting approval of Work Authorization No. 12 with R. Gutierrez for Pct 2

CC REGULAR

Date: 09/09/2008
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. 12 for the "Southfork Drainage Lateral" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 in connection with Contract No. C-07-358-09-04.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-731 & 733
FUNDS AVAILABLE Y/N?: N **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

As per "Exhibit D" the total estimated cost for services is $342,501.00. Object code 731 has $165,415.30 & 733 has $0.00 available as of 9/5/08. No known transfers are pending at this time.

Attachments

Link: WA#12

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2008 05:00 PM	APRV
2	Budget & Management	Veronica Lopez	09/05/2008 07:49 AM	APRV
3	Dale Kennan	Dale Kennan	09/05/2008 10:29 AM	APRV
4	Auditor's Office		09/05/2008 05:08 PM	NEW
Form Started By: Rocio Villarreal			Started On: 09/04/2008 11:01 AM	
Final Approval Date: 09/05/2008				

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 12

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 engineering and surveying services for the preliminary engineering, final design, and construction phase services for the improvement of an existing Hidalgo County Irrigation No. 2 drain ditch. Hidalgo County Drainage District No. 1 will take over the responsibility for the drain ditch and requires the ditch be upgraded. The project includes development of plans, specifications, and estimates (PS&E), right-of-way map and parcels preparation and construction phase services. The lateral will be designed to accommodate a 25-year flood frequency, but constructed to accommodate a drainage basin agricultural runoff based on a 9.5-year flood frequency. This project is intended to alleviate existing drainage problems in and around the Southfork Estates Subdivision area.

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 included in **Exhibit D – Fee Estimate**. 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. 12 shall be funded through funding source:

Account No. _____

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 3rd day of September, 2007.

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. 12

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**.

I. GENERAL

The **Owner** will provide to the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this agreement.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both 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 project.

(5) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **Exhibit "C"** attached to this Work Authorization.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide a copy of any engineering studies, previously prepared by other parties contracted by the Owner and any associated documentation that may be relevant to the Engineer in the evaluation and verification of those studies. The Owner will also make available all the associated hydraulic modeling accomplished under the Hidalgo County FEMA Program.

(8) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

The **Owner** will provide to the **Engineer** the following:

(1) Approve the **Work Plan** prepared by the **Engineer** and more particularly identified in **Exhibit "B"** attached to this Work Authorization.

(2) Approve the **Project Development Schedule** prepared by the **Engineer** and more particularly identified in **Exhibit "C"** attached to this Work Authorization.

(3) Provide the **Engineer** a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the **Construction Estimate** as developed and prepared by the **Engineer** and more particularly identified in **Exhibit "B"** attached to this Work Authorization.

(4) If Public Meetings are required, the Owner will assist the Engineer in the preparation of the project mailing list; provide representation at all public meetings; provide representation at all public hearings; additionally:

Public Meetings (if required)

i. Approve agenda and exhibits prior to each public meeting;
ii. Approve date and location of the public meeting;
iii. Review/approve Public Meeting Report.

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following:

Preliminary Engineering

(1) Attend the **Preliminary Project Conference** coordinated and conducted by the **Engineer** and more particularly identified in **Exhibit "B"** attached to this Work Authorization.

(2) Assist the **Engineer** as required in the coordination with any other coordinating agency and entity.

(3) Review and approve the "**Preliminary Engineering Report"** prepared by the **Engineer** and more particularly identified in **Exhibit "B"** attached to this Work Authorization.

Right-of-Way

(4) Upon approval of the schematic, authorize the **Engineer** to begin work on the Right-of-Way (ROW) map.

(5) Provide the **Engineer** any available right-of-way plans.

(6) Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.

(7) Review and approve the preliminary ROW map and authorize preparation of the field notes and parcel descriptions.

(8) Review and approve ROW map, field notes and parcel descriptions.

(9) Acquire ROW in accordance with federal and/or county guidelines and procedures.

Final Design

(10) Review and approve the **Project Design Criteria** developed and prepared by the **Engineer** and more particularly identified in **Exhibit "B"** attached to the Work Authorization.

(11) Review and approve **plan, specifications, and estimate (PS&E)** for the Project or portions of the Project as prepared by the **Engineer** and more particularly identified in **Exhibit "B"** attached to this Work Authorization.

Construction

(12) Provide the **"Construction Management Policy & Procedures Manual"** developed and prepared by the **Owner** and more particularly identified in **Exhibit "B"** attached to this Work Authorization.

(13) Review and approve all services provided by the **Engineer** (and more particularly identified in **Exhibit "B"** attached to this Work Authorization) regarding advertising for each authorized construction contract for the Project, the opening and tabulation of bids, and the preparation of contract document for the award of construction contracts.

(14) Review and approve change orders as required and prepared by the **Engineer.**

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 12

EXHIBIT B
Services to be Provided by the Engineer

The project will consist of data collection, preliminary engineering analysis, engineering design, bidding assistance, and construction administration services for the proposed drainage channel and appurtenances for a new outfall beginning at a point off of "I" Road approximately 0.25 miles north of US 281 (Military Hwy). The alignment will begin east of "I" Road and continue in a non-linear direction for approximately 10,850 feet at which point it converges with the existing North Floodwater Channel.

The project is divided into six phases, Data Collection, Preliminary Engineering and Design, Final Design, Construction Phase Services, QA/QC Services, and Special Services.

The Data Collection Services includes compilation of survey, engineering and related data.

The Preliminary Engineering and Design phase will provide the general data collection, and develop the Preliminary Engineering Report and plans to the schematic level, and will include typical channel sections, locations and sizes of drainage structures at roadway and irrigation canal crossings, and related information to provide information for Final Design. This phase will develop the proposed plans to the 30-percent level required for completed plans, specifications and estimate (PS&E).

The Final Design Phase will include a new outfall beginning at a point off "I" Road approximately 0.25 miles north of US 281 (Military Hwy). The alignment will begin on the east side of "I" Road and continue east in a non-linear direction for approximately 10,850 feet at which point it converges with the existing North Floodwater Channel. This section of the project will be developed to complete the PS&E, for use by the County.

Construction Phase Services will also be provided and will include assisting the County to take the completed PS&E portion of the project through advertisement, bidding, award, preconstruction meetings, site visits, and project completion.

QA/QC Services involves monitoring, coordination and checking of the design documents at 30%, 60%, 90% and Final Plans Review milestones.

Special Services includes the surveying effort (topographic surveys, prepare land descriptions and drawings, metes and bounds descriptions and drawings, right-of-entry letters and cross-sections) and printing project documents.

PHASE I Data Collection

A. Survey

1. Ties to physical features within a 150-foot corridor centered on the proposed alignment (building corners, edge of pavement, water, sewer, electric, telephone, cable, and irrigation systems, driveways, sheds, trees.
2. Ground shots for topo, within the 150-foot corridor centered on the proposed alignment. Ground shots will include tops and toes of slopes of existing irrigation ditch, tops and toes of berms, tops and flowline shots of any culverts, natural ground at centerline of alignment and at 150-foot left and right of centerline, roadway crossings, slab elevations, and related features.
3. Cross-sections will be taken at approximately 250-foot intervals. Additional sections will be taken at upstream and downstream of roadway crossings, and ditch crossings.

B. Engineering

1. Proposed plans and calculations.
2. As-built plans for existing underground irrigation facilities.
3. LIDAR and aerial photos when available.
4. County design requirements.
5. Go-by plans from County.
6. Plans for other projects impacted by proposed drainage channel.
7. Develop project criteria.

C. Other

1. Count requirements for Specifications and Contract Documents.
2. Agreement between County and land owners affecting design.
3. Agreement between County and Irrigation District on R.O.W. sharing.

PHASE II Preliminary Engineering and Design

A. Preliminary Engineering Report

1. Confirm route selection and limits of work.
2. Prepare project layout and drainage area map.
3. Prepare basic hydrologic & hydraulic calculations based on County requirements.
4. Determine typical channel sections and locations based on County requirements.
5. Develop hydraulic model of project.
6. Develop preliminary Engineers Opinion of Construction Cost estimates.
7. Prepare Preliminary Report.
8. County Review.

B. Preliminary Design Plans (30%)

1. Prepare General Drawings.
2. Prepare Plan and Profile Schematic.
3. Preliminary plan and profile for drainage structures.
4. Preliminary hydraulic calculations sheets.
5. Preliminary typical sections sheets.
6. Submit for Count Review and approval prior to final design.

PHASE III Final Design

A. Plans (60%)

1. Plan and Profile sheets for channel.
2. Final Drainage Area Map and Drainage Master Plan.
3. Final hydraulic Data sheets for drainage structures.
4. Final typical sections.
5. Preliminary Detail sheets.
6. Preliminary SWPPP layout.
7. Preliminary Specifications.
8. Preliminary Quantities.
9. Update Engineers Opinion of Construction Cost.
10. Submit for County Review.

B. Right-of-Way Survey and Documentation

1. Right-of Way Map.
2. Ownership Data spreadsheet.
3. Individual Right-of-Way documents for County acquisition.
4. Submittal for review is due immediately after 60% plan submittal.
5. Submit for Count Review.

C. Plans (90%)

1. Final general plan sheets.
2. Final Plan and Profile sheets.
3. Final Typical Sections and Details sheets.
4. Final SWPPP sheets.
5. Final Specifications.
6. Final Quantities.
7. Final Engineers Opinion of Construction Cost.
8. Submit for County Review.

D. Permits

1. TCEQ TPDES Documentation.
2. Section 404 Permit (Nationwide Permit or Individual Permit) from U.S. Army Corps of Engineers, if necessary.
3. State Water Quality Certification (Section 401 Certification), if necessary.
4. All permits will be prepared after Preliminary SWPPP is developed, but before Final Plans.

E. Final Plans (100%)

1. Address all comments received from 90% review.
2. Submit to Count for acceptance.

F. Reviews (30%, 60%, 90%)

1. Provide required materials to County for review.
2. Address comments received.
3. Document comments and responses.

PHASE IV Construction Phase Services

A. Pre-Bid

1. Prepare advertisement information for Bidders and provide to County.
2. Prepare bland Bid Tabulation.
3. Prepare copies of the plans and specifications as required.
4. Address Bidder questions.

B. Bid Opening

1. Attend Bid Opening and receive bids opened by County.
2. Prepare Bid Tabulation of bids received.
3. Check Bidder Qualifications, including bonding for lowest bidder.
4. Prepare recommendation of award.
5. Prepare final contract documents.

C. Construction Phase

1. Issue Notice to Proceed and attend preconstruction conference.
2. Review shop drawings as needed.
3. Issue Change Orders, if needed (limit 2).
4. Review monthly Contractor's Estimate of Work Completed and recommend payment.
5. Project site visits will be performed during the project and at final project completion to confirm work completed.
6. Prepare final punch list upon completion of final inspection.
7. Prepare recommendation for final payment.

PHASE V QA/QC

A. General Requirements

1. Required prior to 30%, 60%, 90%, and Final reviews.
2. Document in project files.

B. Personnel

1. QA/QC Manager.
2. Project Manager.
3. Principal-in-Charge.
4. Specialists, including Surveyor.

PHASE VI Special Services

A. Surveying

B. Printing

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization Form

Work Authorization No. 12

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the Data Collection, Preliminary Engineering and Design, Final Design, Construction Phase Services, QA/QC Services, and Special Services for the proposed drainage channel and appurtenances called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Exhibit B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization No. 12

EXHIBIT D
Fee Estimate

TASK	PART I - CONTRACT AMOUNT
Basis for Engineering Fee based on Article 5A of Contract	
Project Estimated Construction Cost	$2,879,250
Engineering Services Fee (8% of Construction Cost)	$230,340
Topographic Survey Services Fee (2.5% of Construction Cost)	$71,981
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$302,321**
PART I - DATA COLLECTION & PRELIMINARY ENGINEERING AND DESIGN (50% of Basic Fee)	**$151,161**
DATA COLLECTION (40% of Prelim Eng Fee)	$60,464
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	$90,696
SUB-TOTAL (Prelim Eng Fee)	**$151,161**
PART II - RIGHT-OF-WAY MAP (Add'l Services)	**$39,200**
OBTAIN TITLE REPORTS (Est 14 Parcels) (@ $600.00/Parcel) ***	$8,400
DEVELOP PARCELS & R.O.W. MAP (Est 14 Parcels) (@ $2,200.00/Parcel)	$30,800
SUB-TOTAL (R.O.W. Map Fee)	**$39,200**
PART III - FINAL DESIGN (25% of Basic Fee)	**$75,580**
30% Plans Submittal (30% of PS&E Fee)	$22,674
60% Plans Submittal (30% of PS&E Fee)	$22,674
90% Plans Submittal (30% of PS&E Fee)	$22,674
100% Plans Submittal (10% of PS&E Fee)	$7,558
SUB-TOTAL (PS&E Fee)	**$75,580**
PART iV - CONSTRUCTION SERVICES (25% of Basic Fee)	**$75,580**
Construction Services	$75,580
SUB-TOTAL (Construction Services Fee)	**$75,580**
PART V - SPECIAL SERVICES (Add'l Services)	**$980**
Printing (Est. 20 Sets @ 100 Sheets/Set @ 0.20/Sheet)	$400
Mileage (Est. 50 Trips @ 20 Miles/Trip @ 0.58/Mile)	$580
SUB-TOTAL (Special Services Fee)	**$980**
TOTAL	**$342,501**

AI-11010 **19.D.2.**

Approval of Architect's Supplemental Instructions No. 4
CC REGULAR

Date: 09/09/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval and/or ratification (whichever is applicable) of Architect's Supplemental Instructions No. 4 (funded from the Betterment Allowance) in the amount of $9,046.80 , to contractor Rio Valley Construction, Inc. in connection with the "Construction of the Multi-Purpose Facility at the South Tower Park" located in Precinct No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1302-466-00-122-022-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 592311 is fully liquidated. No budgetary impact due to the additional cost is being covered by an "allowance/contingency amount contained within the project.

Attachments

Link: Supplemental 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/05/2008 11:54 AM	APRV
2	Budget & Management	Veronica Lopez	09/05/2008 01:32 PM	APRV
3	Dale Kennan	Dale Kennan	09/05/2008 02:04 PM	APRV
4	Auditor's Office		09/05/2008 05:08 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/05/2008 08:49 AM

Final Approval Date: 09/05/2008

AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address)*:
Multi-Purpose Facility for Hidalgo County Pct. 2 in partnership with County of Hidalgo Urban County Program and Hidalgo County WIC Program
Alamo, Texas

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO: 004

OWNER: ☐
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

OWNER *(Name and address)*:
Hidalgo County

DATE OF ISSUANCE: August 8, 2008

CONTRACT FOR: General Construction

FROM ARCHITECT *(Name and address)*:
Reynaldo Vargas, Architect, Inc. dba V·A Architecture
2029 Industrial Drive, McAllen, Texas 78504

CONTRACT DATE: September 11, 2007

TO CONTRACTOR *(Name and address)*:

Rio Valley Construction, Inc.
4124 North Taylor Rd., McAllen, Texas 78504

ARCHITECT'S PROJECT NUMBER: 00-1001
Contract Number: C-07042A-09-258
PO# 592311

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE FOLLOWING:

1. One modification on storage cabinet's width and one new countertop and plastic laminate as per drawings faxed on 5/14/08. $667.20

2. Extend existing fire line 1'-0" above finish floor. Certify fire line as requried. Install 4" fire department connection underground fire line with accessories. Provide approved plans by the State and County Fire Marshal. $8,379.60

TOTAL $9,046.80

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User Notes:
(3924176775)

ORIGINAL ALLOWANCE/ CONTINGENCY AMOUNT		NET CHANGE TO AMT. BY PREVIOUS ASI's	BALANCE PRIOR TO THIS ASI	DECREASE OF AMT. BY THIS ASI	NEW BALANCE
Betterment	($10,000.00)	$10,000.00	($0.00)	$0.00	$0.00)
HVAC	($2,000.00)	$839.70	($1,160.30)	$1,160.30	($0.00)
Plumbing	($2,000.00)	$0.00	($2,000.00)	$2,000.00	($0.00)
Electrical	($2,000.00)	$1,000.00	($1,000.00)	$1,000.00	($0.00)
Structural	($2,000.00)	$2,000.00	($0.00)	$0.00	($0.00)
Lawn Sprinkler	($5,000.00)	$0.00	($5,000.00)	$4,886.50	($113.50)
TOTALS	($23,000.00)	$13,839.70	($9,160.30)	$9,046.80	($113.50)

ATTACHMENTS:
(Here insert listing of documents that support description.)

A. Fax cover sheet to Jesse Suárez (Rio Valley Construction) D 5/14/08
B. DWG 2 OF 10: Dimensioned Floor Plan
C. DWG 5 OF 10: Millwork Elevations Rm. 144.
D. DWG 7 OF 10: Cabinet @ Office 144
E. Proposal from Rio Valley #3R-1 dated 5/15/08
F. Proposal from Rio Valley #6R-1 dated 8/7/08

ISSUED BY THE ARCHITECT:

A.I.A.
(Signature)

Reynaldo Vargas, Architect/President, A.I.A.
(Printed name and title)

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User Notes:
(3924176775)

RIO VALLEY Construction, Inc.

Precinct No. 2 Multi Purpose Facility

05-15-08

The following is a firm commitment given to the owner from Rio Valley Construction, Inc. regarding the following possible changes.

Total Proposal = $ 667.20

Description of Additional Work

#	DESCRIPTION OF WORK	Price	Days
1	Labor and Material: • One modification on storage cabinet's width. • One new counter top and plastic laminate. As per ASI # 4	$ 350.00 $ 206.00	0 0 0
2	Subcontractors Grand Total =	$ 556.00	0
3	Overhead & Profit if Processed through a C.O =	$ 111.20	0
4	Total =	$ 667.20	0

Comments:
The above pricing reflects the labor and material needed in order to complete the work indicated above as per ASI # 4.

Respectfully,

Jesus Suarez, Project Manager

Phone: (956) 687-1972 Fax: (956) 687-3311 E-mail: info@riovalleyconstruction.com
Mailing Address: P.O. Box 2993 McAllen, TX 78502
Shipping Address: 4124 North Taylor Rd. McAllen, TX 78504

V•A Architecture

FAX TRANSMISSION COVER SHEET

DATE: 05-14-08 **TIME.** 1:40PM

TO: JESSE SUAREZ **FAX #:** 956-687-3311

FIRM: RIO VALLEY CONSTRUCTION **FROM:** TOMAS RENE CANUL

PROJECT: PRECINCT 2 SOUTH TOWER ROAD CRC AND PARK PROJECT

(ASI # 4) **V·A JOB #:** 07-1004

REMARKS:

Jesse,

The Owner has requested some modifications to recently installed millwork at room 144. Their request is to reduce the size of the storage cabinet and extend the counter as noted in the attached drawings. Please furnish us with a proposal for our review as soon as possible. If approved, the drawings will formally be issued as an ASI allowance expenditure.

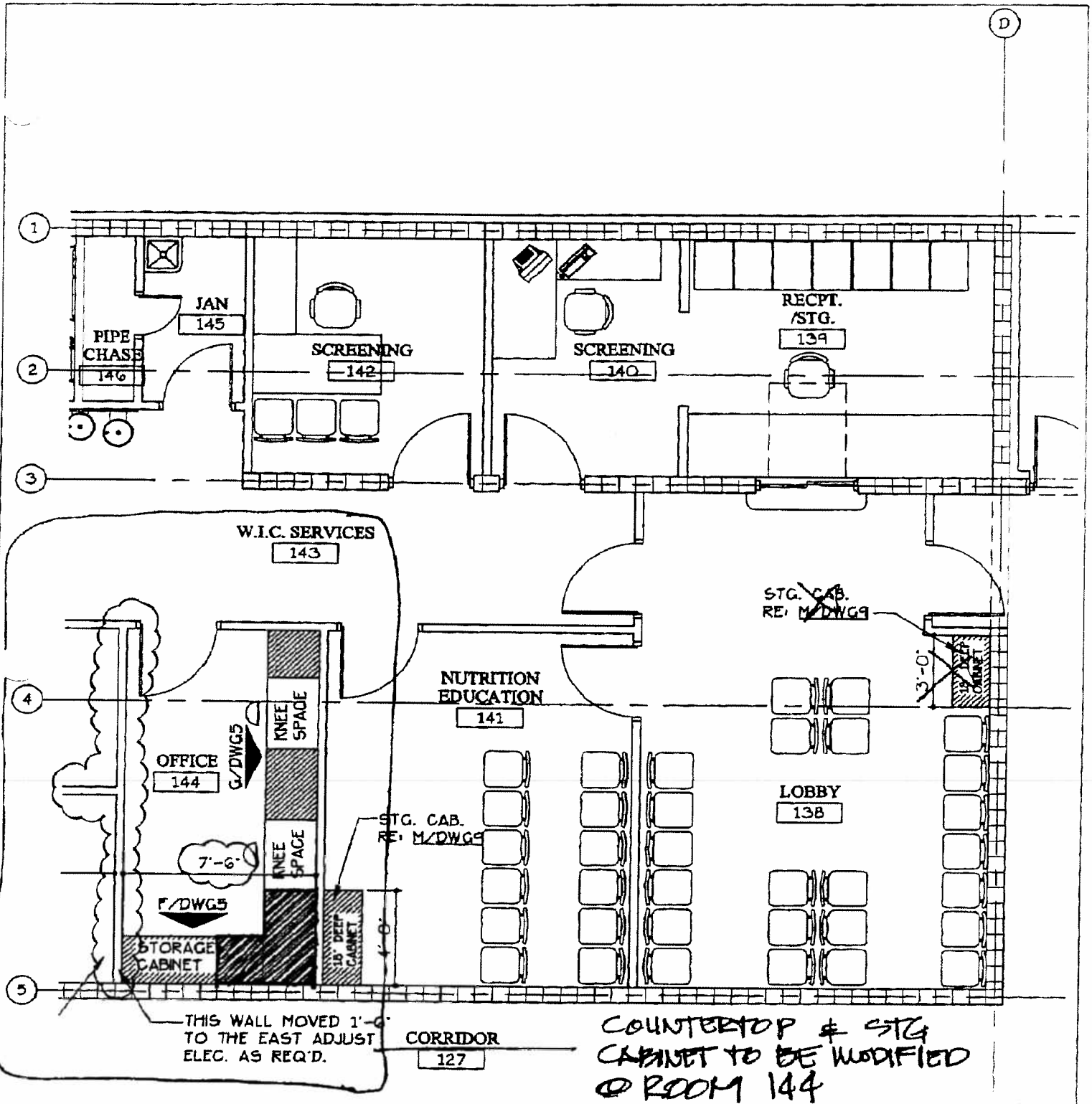
TOTAL # OF PAGES (INCLUDING ~~THIS COVER~~ SHEET): 4

☐ PLEASE CONFIRM RECEIPT OF THIS FAX BY CALLING (956) 631-2242 AS SOON AS POSSIBLE.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL IMMEDIATELY.

FAX OPERATOR: trc

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax



B DIMENSIONED FLOOR PLAN

SCALE: 3/16" = 1'-0"
0704FL01-PR1

05-14-08

14

07-1004B
01-04-2008
ASI
DWG 2 OF 10

© ALL RIGHTS RESERVED
DATE: 01-04-08

DWG 2

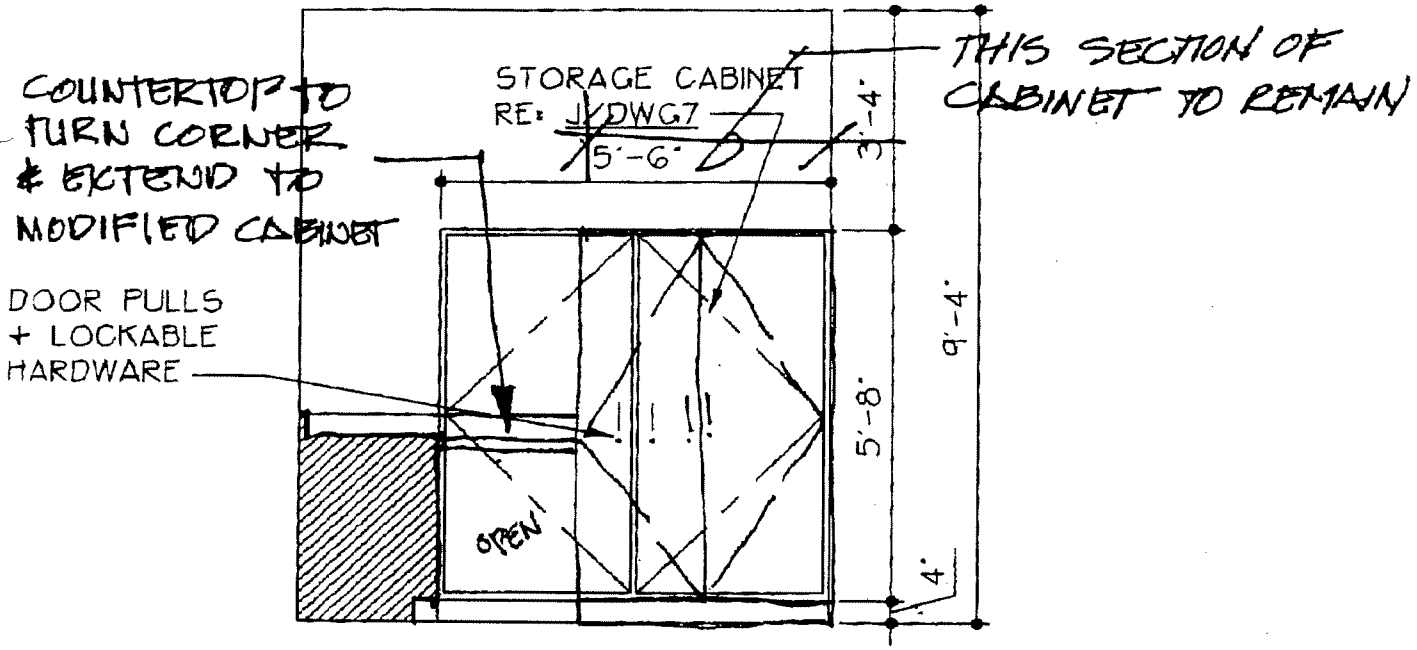
V·A Architecture

COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY

FOR

HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

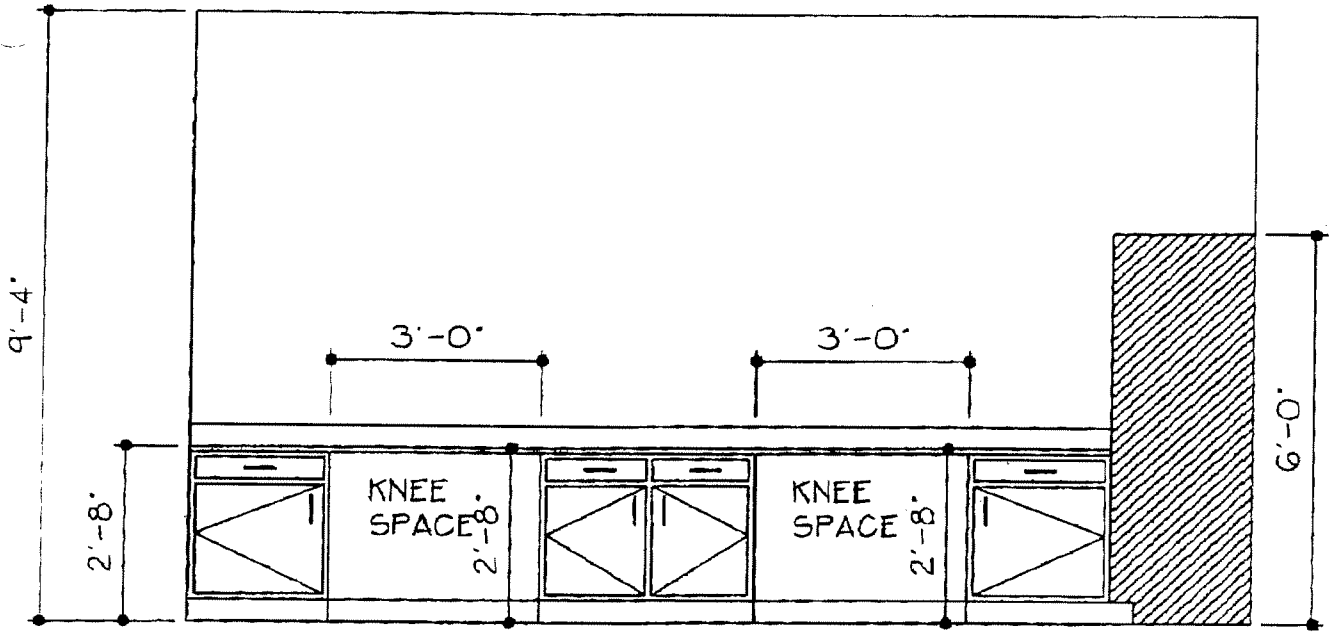
JOB NO. 07-1004
DATE: 11-08-07
REVISIONS 01-04-08
DRAWN BY:



F MILLWORK ELEVATION – RM. 144

SCALE: 3/16" = 1'-0"

0704FL01



G MILLWORK ELEVATION – RM. 144

SCALE: 3/16" = 1'-0"

0704FL01

14

05-1408

07-10048
01-04-2008
ASI #
DWG 5 OF 10

© ALL RIGHTS RESERVED: DATE: 01-04-08

DWG 5

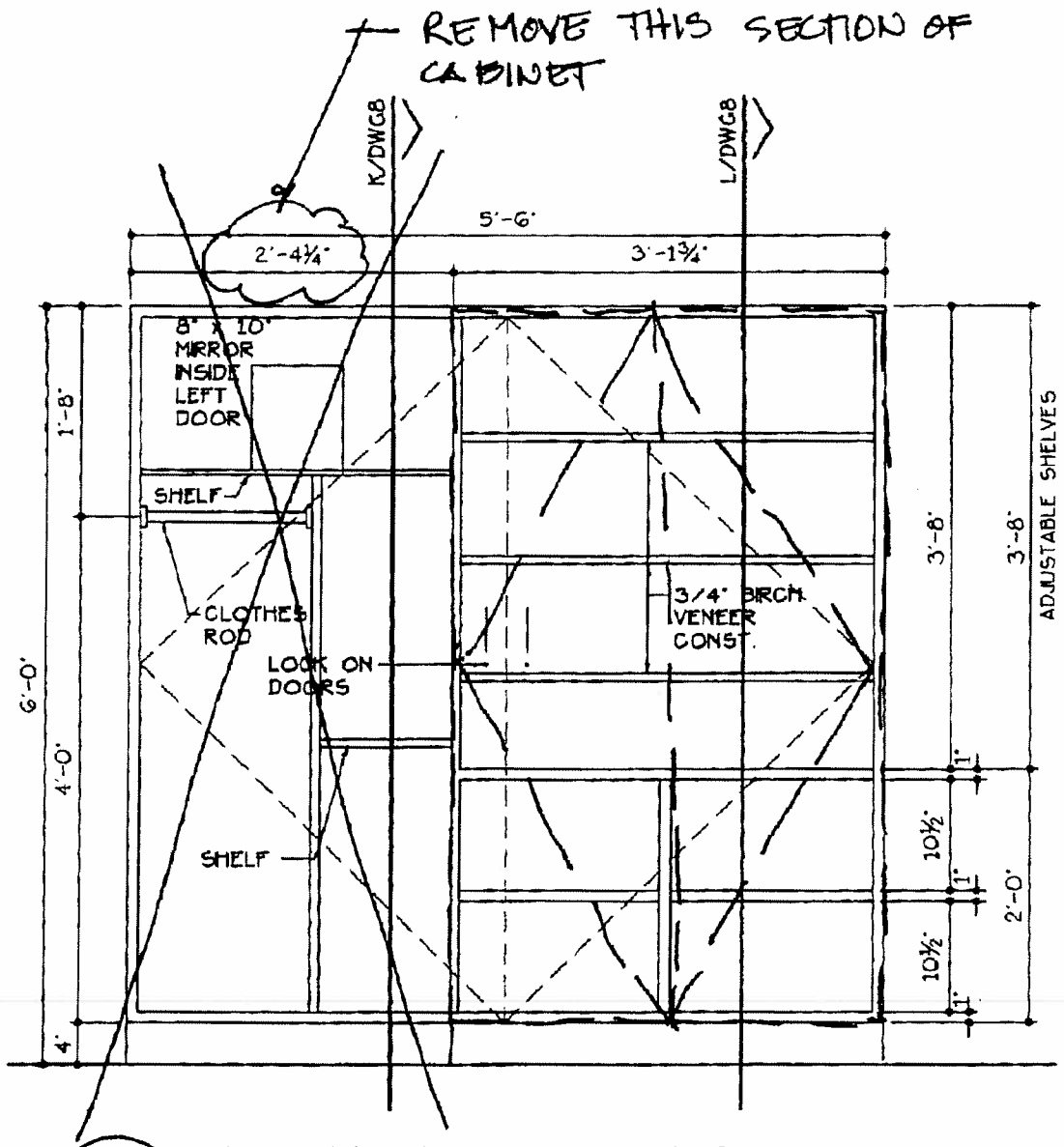
V·A Architecture

COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY

FOR

HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

JOB NO. 07-100A
DATE: 11-08-07
REVISIONS: 01-04-08
DRAWN BY:



J CABINET @ OFFICE 144

SCALE: 3/4" = 1'-0"

MD000162-B

4

05-14-08 07-10048 01-04-2008 ASI DWG 7 OF 10

© ALL RIGHTS RESERVED DATE 01-04-08

DWG 7

V·A Architecture

COUNTY OF HIDALGO PRECINCT 2 MULTI-PURPOSE FACILITY

FOR HIDALGO COUNTY COMMISSIONER HECTOR "TITO" PALACIOS

VA Architecture

JOB NO. 07-10048 DATE: 11-06-07 REVISIONS 01-04-08 DRAWN BY:

RIO VALLEY
Construction, Inc.

Proposal #6 R-1

Precinct No. 2 Multi Purpose Facility

08-07-08

The following is a firm commitment given to the owner from Rio Valley Construction, Inc. regarding the following possible changes.

Total Proposal = $ 8,379.60

Description of Additional Work

No.	DESCRIPTION OF WORK	Price	Days
1	Labor and Material: • Extend existing fire line to 1'-0" above finish floor. • Certify fire line as required. • Install 4" fire department connection underground fire line with accessories. • Provide approved plans by the State and County Fire Marshal.	$ 6,983.00	0
2	Overhead & Profit if Processed through a C.O =	$ 1,396.60	0
3	Total =	$ 8,379.60	0

Comments:
The above pricing reflects the labor and material needed in order to complete the work requested by the Architect and coordinated on Wednesday's on site meeting August 6, 2008 at 11am.

Respectfully,

Jesus Suarez, Project Manager

Phone: (956) 687-1972 Fax: (956) 687-3311 E-mail: info@riovalleyconstruction.com
Mailing Address: P.O. Box 2963 McAllen, TX 78502
Shipping Address: 4124 North Taylor Rd. McAllen, TX 78504

V·A Architecture

FAX TRANSMISSION COVER SHEET

DATE:	September 4, 2008	**TIME:**	1:42 pm
TO:	Rocío Villarreal	**FAX #:**	318-2629
		FROM:	Sonia
FIRM:	Hidalgo County Purchasing Dept.	**V·A JOB #:**	07-1004

PROJECT: County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program

REMARKS:

ASI #4 follows

TOTAL # OF PAGES (INCLUDING THIS COVER SHEET): 9

PLEASE CONFIRM RECEIPT OF THIS FAX BY CALLING (956) 631-2242 AS SOON AS POSSIBLE.

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL IMMEDIATELY.

FAX OPERATOR: Sonia

Cc:

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax

AI-11013 **19.D.3.**

SOQ - PCT NO 2 ON-CALL ENG SVCS
CC REGULAR

Date: 09/09/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service in connection with "on-call engineering services";

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with "on-call engineering services" for Pct. #2
1st._____: 2nd._____;
3rd._____;

C. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of "on-call engineering services" for Pct. #2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Various Pct 2 Accounts
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

For funding availability please see the attached 2008 Expense Report (dated as of 9/5/08).

Attachments

Link: 2008-Pct 2 Exp Rpt for Engineering Services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/05/2008 12:03 PM	APRV
2	Budget & Management	Veronica Lopez	09/05/2008 01:32 PM	APRV
3	Dale Kennan	Dale Kennan	09/05/2008 01:37 PM	APRV
4	Auditor's Office	Becky Morales	09/05/2008 01:38 PM	APRV
5	Dale Kennan	Dale Kennan	09/05/2008 01:44 PM	APRV

6	Court Administrator	Monica Badillo	09/05/2008 02:16 PM	APRV
7	Becky Morales		09/05/2008 05:08 PM	NEW

Form Started By: Laura Moya

Started On: 09/05/2008 09:01 AM

Final Approval Date: 09/05/2008

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-432-00-122-001-0-334	SANITATION PCT.2-ENGINEER & ARCHITECT	.00	.00	.00	.00	.00	.00
8-1100-466-00-122-018-0-739	PCT 2 CRC-OTHER STRUCTURES	985.48	.00	.00	.00	985.48	.00
8-1100-466-00-122-082-0-739	PCT 2 CRC S TOWER RD-OTHER STRUCTURES	74,595.00	.00	.00	.00	74,595.00	.00
1100 GENERAL FUND		**75,580.48**	**.00**	**.00**	**.00**	**75,580.48**	**.00**
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-006-0-334	PCT.2 P/U RD-ENGINEER & ARCHITECT SRV	111,336.22	31,336.22	.00	.00	80,000.00	28.15
8-1202-431-00-122-006-0-731	PCT.2 P/U RD-ROADS	615,155.55	419,268.23	30,472.02	30,472.02	165,415.30	73.11
8-1202-431-00-122-006-0-732	PCT.2 P/U RD-BRIDGES	6,696.68	675.84	.00	.00	6,020.84	10.09
8-1202-431-00-122-006-0-734	PCT.2 P/U RD-SUBDIVISION STREETS	139,766.96	8,632.45	106,624.67	106,624.67	24,509.84	82.46
8-1202-431-00-122-006-0-739	PCT.2 P/U RD-OTHER STRUCTURES	20,000.00	.00	.00	.00	20,000.00	.00
8-1202-431-00-122-026-0-731	OWASSA RD (JACKSON-R. LONGORIA)-ROADS	94,060.00	42,030.00	.00	.00	52,030.00	44.68
8-1202-431-00-122-027-0-731	TOWER RD (MOORE-BALLI)-ROADS	78,625.66	12,390.54	60,971.00	60,971.00	5,264.12	93.30
8-1202-431-00-122-028-0-731	S.MCCOLL(DICKER-ORNGWD&0.5M S.MLTRY)-RD	130,000.00	35,427.50	86,212.70	86,212.70	8,359.80	93.57
8-1202-431-00-122-031-0-733	TOWER RD-DRAINAGE DITCHES & STRUCTURES	8,312.10	.00	.00	.00	8,312.10	.00
8-1202-431-50-122-006-0-733	PCT.2 P/U RD-DRAINAGE DITCHES & STRUCTUR	19,680.25	.00	.00	.00	19,680.25	.00
8-1202-431-50-122-031-0-733	TOWER RD-DRAINAGE DITCHES & STRUCTURES	8,312.10	8,312.10	.00	.00	.00	100.00
1202 R&B PRECINCT NO.2		**1,231,945.52**	**558,072.88**	**284,280.39**	**284,280.39**	**389,592.25**	**68.38**
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-334	PARKS PCT.2-ENGINEER &ARCHITECT SERVICES	8,000.00	.00	.00	.00	8,000.00	.00
8-1212-452-00-122-008-0-731	PARKS PCT.2-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
8-1212-452-00-122-008-0-733	PARKS PCT.2-DRAINAGE DITCHES & STRUCTURE	1,000.00	.00	.00	.00	1,000.00	.00
8-1212-452-00-122-008-0-739	PARKS PCT.2-OTHER STRUCTURES	275,230.82	196,189.70	64,481.01	64,481.01	14,560.11	94.71
1212 PARKS PRECINCT NO.2		**285,230.82**	**196,189.70**	**64,481.01**	**64,481.01**	**24,560.11**	**91.39**
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-122-070-0-334	PCT.2-COUNTRY LIVING-ENG&ARCH SRV	110.40	.00	.00	.00	110.40	.00
8-1310-431-00-122-070-0-731	PCT.2-COUNTRY LIVING-ROADS	7.00	.00	.00	.00	7.00	.00
8-1310-431-00-122-073-0-731	PCT.2-LOPEZVILLE/KENNEDY-ROADS	2,781.78	.00	.00	.00	2,781.78	.00
8-1310-431-00-122-075-0-731	PCT.2-LOPEZVILLE/WATER-ROADS	1,254.55	.00	.00	.00	1,254.55	.00
8-1310-431-00-122-077-0-731	PCT.2-PRIMAVERA 2/JENICA E-ROADS	8,566.04	.00	.00	.00	8,566.04	.00
8-1310-431-00-122-078-0-731	PCT.2-PRIMAVERA 2/JENICA W-ROADS	10,902.41	.00	.00	.00	10,902.41	.00
8-1310-431-00-122-079-0-731	PCT.2-PRIMAVERA 2/JESSICA-ROADS	5,718.36	.00	.00	.00	5,718.36	.00
8-1310-431-00-122-080-0-731	PCT.2-PRIMAVERA 2/ROSIE-ROADS	6,125.36	.00	.00	.00	6,125.36	.00
8-1310-431-00-122-490-0-731	PCT.2-ALAMO ORCHARDS-ROADS	591.08	.00	.00	.00	591.08	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1310 BORDER COLONIA ACCESS PROGRAM							
8-1310-431-00-122-496-0-334	PCT.2-CAMPO ALTO/VISTA CIR E-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
8-1310-431-00-122-496-0-731	PCT.2-CAMPO ALTO/VISTA CIR E-ROADS	12,901.82	.00	.00	.00	12,901.82	.00
8-1310-431-00-122-497-0-334	PCT.2-CAMPO ALTO/VISTA CIR W-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
8-1310-431-00-122-497-0-731	PCT.2-CAMPO ALTO/VISTA CIR W-ROADS	13,778.33	.00	.00	.00	13,778.33	.00
8-1310-431-00-122-520-0-334	PCT.2-PLUMOSA VILLAGE-ENG&ARCH SRV	8,050.00	.00	.00	.00	8,050.00	.00
8-1310-431-00-122-520-0-731	PCT.2-PLUMOSA VILLAGE-ROADS	75,900.00	.00	.00	.00	75,900.00	.00
8-1310-431-00-122-535-0-334	PCT.2-S TOWER EST/SAN ANGELO-ENG&ARCH SR	3,967.50	.00	.00	.00	3,967.50	.00
8-1310-431-00-122-536-0-334	PCT.2-S TOWER EST/SAN DIEGO-ENG&ARCH SRV	3,081.00	.00	.00	.00	3,081.00	.00
8-1310-431-00-122-544-0-731	PCT.2-TIERRA BONITA/MARIE CIR S-ROADS	35,701.39	.00	.00	.00	35,701.39	.00
8-1310-431-00-122-547-0-731	PCT.2-WHITEWING/DOVE-ROADS	4,103.30	.00	.00	.00	4,103.30	.00
8-1310-431-00-122-548-0-731	PCT.2-WHITEWING/PELICAN-ROADS	94.90	.00	.00	.00	94.90	.00
1310 BORDER COLONIA ACCESS PROGRAM		**195,409.22**	**.00**	**.00**	**.00**	**195,409.22**	**.00**
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-199-1-733	COUNTRY LIVING ESTATES-DRAINAGE DITCHES	33,350.75	.00	.00	.00	33,350.75	.00
8-1311-431-00-122-240-1-334	EL CHARRO #2-ENG & ARCH SRV	8,855.10	8,855.10	.00	.00	.00	100.00
8-1311-431-00-122-240-1-733	EL CHARRO #2-DRAINAGE DITCHES	182,237.96	.00	.00	.00	182,237.96	.00
8-1311-431-00-122-252-0-334	ELDORA GARDENS-ENG & ARCH SRV	2,709.60	1,354.80	1,354.80	1,354.80	.00	100.00
8-1311-431-00-122-252-0-733	ELDORA GARDENS-DRAINAGE DITCHES	6,828.19	.00	.00	.00	6,828.19	.00
8-1311-431-00-122-252-0-734	ELDORA GARDENS-SUBDIVISION STREETS	50,073.41	.00	.00	.00	50,073.41	.00
8-1311-431-00-122-253-0-334	SANTANA SUBD/ELDORA RD-ENG & ARCH SRV	2,283.97	2,283.97	.00	.00	.00	100.00
8-1311-431-00-122-253-0-733	SANTANA SUBD/ELDORA RD-DRAINAGE DITCHES	56,552.00	.00	52,148.00	52,148.00	4,404.00	92.21
8-1311-431-00-122-406-1-334	LAS BRISAS-ENG & ARCH SRV	57,982.80	57,982.80	.00	.00	.00	100.00
8-1311-431-00-122-406-1-733	LAS BRISAS-DRAINAGE DITCHES	116,893.32	.00	.00	.00	116,893.32	.00
8-1311-431-00-122-406-1-734	LAS BRISAS-SUBDIVISION STREETS	370,162.20	.00	.00	.00	370,162.20	.00
8-1311-431-00-122-412-0-334	LAS HACIENDAS-ENG & ARCH SRV	3,399.66	1,699.83	1,699.83	1,699.83	.00	100.00
8-1311-431-00-122-484-1-334	MORNING SUN-ENG & ARCH SRV	2,110.80	2,110.80	.00	.00	.00	100.00
8-1311-431-00-122-484-1-733	MORNING SUN-DRAINAGE DITCHES	29,255.69	.00	.00	.00	29,255.69	.00
8-1311-431-00-122-494-1-334	NORTH ALAMO VILLAGE-ENG & ARCH SRV	4,316.82	4,316.82	.00	.00	.00	100.00
8-1311-431-00-122-494-1-733	NORTH ALAMO VILLAGE-DRAINAGE DITCHES	180,873.79	.00	168,707.67	168,707.67	12,166.12	93.27
8-1311-431-00-122-494-1-734	NORTH ALAMO VILLAGE-SUBDIVISION STREETS	88,256.23	.00	88,256.23	88,256.23	.00	100.00
8-1311-431-00-122-503-1-334	NORTHSIDE VILLAGE #2-ENG & ARCH SRV	2,103.68	2,103.68	.00	.00	.00	100.00
8-1311-431-00-122-503-1-733	NORTHSIDE VILLAGE #2-DRAINAGE DITCHES	40,182.00	4,614.84	35,567.16	35,567.16	.00	100.00
8-1311-431-00-122-503-1-734	NORTHSIDE VILLAGE #2-SUBDIVISION STREETS	69,235.66	4,478.66	64,757.00	64,757.00	.00	100.00
8-1311-431-00-122-557-1-334	PENTECOSTAL-ENG & ARCH SRV	1,881.50	1,881.50	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND II							
8-1311-431-00-122-557-1-733	PENTECOSTAL-DRAINAGE DITCHES	18,175.29	.00	.00	.00	18,175.29	.00
8-1311-431-00-122-557-1-734	PENTECOSTAL-SUBDIVISION STREETS	60,847.71	.00	.00	.00	60,847.71	.00
8-1311-431-00-122-568-0-733	PRIMAVERA I-DRAINAGE DITCHES	1,353.57	.00	.00	.00	1,353.57	.00
8-1311-431-00-122-580-1-334	RSW UNIT # 1-ENG & ARCH SRV	7,073.36	3,536.68	3,536.68	3,536.68	.00	100.00
8-1311-431-00-122-580-1-734	RSW UNIT # 1-SUBDIVISION STREETS	148,540.56	.00	.00	.00	148,540.56	.00
8-1311-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	4,829.44	.00	.00	.00	4,829.44	.00
8-1311-431-00-122-605-1-334	RED BARN-ENG & ARCH SRV	2,126.04	2,126.04	.00	.00	.00	100.00
8-1311-431-00-122-605-1-733	RED BARN-DRAINAGE DITCHES	11,608.18	.00	.00	.00	11,608.18	.00
8-1311-431-00-122-620-0-334	ROADRUNNER #2-ENG & ARCH SRV	6,839.36	6,839.36	.00	.00	.00	100.00
8-1311-431-00-122-620-0-733	ROADRUNNER #2-DRAINAGE DITCHES	82,639.24	.00	79,189.00	79,189.00	3,450.24	95.82
8-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	171,080.13	57,327.86	53,608.96	53,608.96	60,143.31	64.84
8-1311-431-00-122-683-0-334	SOUTH FORK ESTATES-ENG & ARCH SRV	5,865.00	.00	5,865.00	5,865.00	.00	100.00
8-1311-431-00-122-693-0-334	SOUTH SIDE VILLAGE-ENG & ARCH SRV	903.70	903.70	.00	.00	.00	100.00
8-1311-431-00-122-693-0-734	SOUTH SIDE VILLAGE-SUBDIVISION STREETS	37,955.40	.00	.00	.00	37,955.40	.00
8-1311-431-00-122-740-0-334	TINY ACRES-ENG & ARCH SRV	3,328.20	1,664.10	1,664.10	1,664.10	.00	100.00
8-1311-431-00-122-740-0-733	TINY ACRES-DRAINAGE DITCHES	16,774.13	.00	.00	.00	16,774.13	.00
8-1311-431-00-122-740-0-734	TINY ACRES-SUBDIVISION STREETS	53,118.07	.00	.00	.00	53,118.07	.00
8-1311-431-00-122-767-1-334	VAL BAR ESTATES-ENG & ARCH SRV	1,475.60	1,475.60	.00	.00	.00	100.00
8-1311-431-00-122-767-1-733	VAL BAR ESTATES-DRAINAGE DITCHES	21,691.32	.00	.00	.00	21,691.32	.00
8-1311-431-00-122-767-1-734	VAL BAR ESTATES-SUBDIVISION STREETS	40,283.88	.00	.00	.00	40,283.88	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND II		**2,006,053.31**	**165,556.14**	**556,354.43**	**556,354.43**	**1,284,142.74**	**35.99**
1315 TXDOT PROJECTS							
8-1315-431-00-122-016-0-731	TXDOT ROW-"I" ROAD-ROADS	415,208.62	75,811.28	47,086.10	47,086.10	292,311.24	29.60
8-1315-431-00-122-016-0-732	TXDOT ROW-"I" ROAD-BRIDGES	8,000.00	.00	.00	.00	8,000.00	.00
8-1315-431-00-122-028-0-731	TXDOT ROW-S. MCCOLL ROAD-ROADS	68,663.59	.00	.00	.00	68,663.59	.00
8-1315-431-30-122-023-0-732	TXDOT-CR790-BRIDGES	10,467.30	.00	10,467.30	10,467.30	.00	100.00
1315 TXDOT PROJECTS		**502,339.51**	**75,811.28**	**57,553.40**	**57,553.40**	**368,974.83**	**26.55**
1332 CERT OF OBLIG,SERIES 2002							
8-1332-431-00-122-016-0-731	C.O.,2002-R&B PCT.2-ROADS	38,761.11	.00	.00	.00	38,761.11	.00
1332 CERT OF OBLIG,SERIES 2002		**38,761.11**	**.00**	**.00**	**.00**	**38,761.11**	**.00**
8 YEAR		**4,335,319.97**	**995,630.00**	**962,669.23**	**962,669.23**	**2,377,020.74**	**45.17**

AI-10992 **19.E.1.**

County Wide Anti-Virus
CC REGULAR

Date: 09/09/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor-SHI Government Solutions, Inc. contract #DIR-SDD-294-requisition #138791 in the total amount of $68,812.40.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1XXX-415-00-200-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req # 138791 with $68,812.40 available as of 09-04-08

Available balance in 8-1332-415-00-200-007-0-747 as of 09-04-08 $31,817.00
Available balance in 8-1100-415-00-200-002-0-336 as of 09-04-08 $64,700.47

Attachments

Link: ANTIVIRUS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2008 12:25 PM	APRV
2	Budget & Management	Veronica Lopez	09/04/2008 01:15 PM	APRV
3	Veronica Lopez	Veronica Lopez	09/04/2008 03:00 PM	APRV
4	Auditor's Office	Becky Morales	09/05/2008 10:19 AM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 10:50 AM	APRV

Form Started By: Matilde Faz Started On: 09/04/2008 09:11 AM

Final Approval Date: 09/05/2008

Requisition

Req # 00138791

PO #

Date: 09/03/08

Regular #10992 9/16/08

Bill To: x
x

Vendor : 287199
SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-294**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTATION # 2775164		
		DO NOT DUPLICATE ORDER		
1	EACH	1500 Sophos Endpoint Security Control & NAC Advanced 48503 SOPHOS - Part#: ETNM3USSC	62,270.00	62,270.00
1	EACH	3 Days ProServices Consulting SOPHOS - Part#: PO3UTUSPS	6,542.40	6,542.40
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-336	6,542.40	
		8-1332-415-00-200-007-0-747	62,270.00	
			Freight	.00
			Total	68,812.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		anti virus - for the County wide System		
		Asset# 48503		
			DIR	294

Authorized By: _____

SHI

Pricing Proposal
Quotation #: 2775164
Created On: Aug-25-2008
Valid Until: Sep-30-2008

Hidalgo County

Stan Ramos

Phone:
Fax:
Email: stan.ramos@co.hidalgo.tx.us

Account Representative

Robert Petrucelli
1301 S. Mo-Pac Expressway
Suite 375
Austin, TX 78746
Phone: 800-870-6079
Fax: 512-732-0232
Email: Robert_Petrucelli@shi.com

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	1500 Sophos Endpoint Security Control & NAC Advanced SOPHOS - Part#: ETNM3USSC	1	$62,270.00	$62,270.00
2	3 Days ProServices Consulting SOPHOS - Part#: PO3UTUSPS	1	$6,542.40	$6,542.40
			Total	$68,812.40

Additional Comments

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-294

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

AI-10994 **19.E.2.**

Processors

CC REGULAR

Date: 09/09/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor(s):

A. Dell Marketing L. P. contract #DIR-SDD-192-requisition #138281 for the total amount of $ 6,288.00;

B. Dell Marketing L. P. contract #DIR-SDD-192-requisition #138283 for the total amount of $15,839.43;

C. Dell Marketing L. P. contract #DIR-SDD-192-requisition #138415 for the total amount of $13,102.70.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-745
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available for all pending requisitions as of 9-4-08.

Attachments

Link: Processors Purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2008 12:26 PM	APRV
2	Budget & Management	Veronica Lopez	09/04/2008 01:16 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/05/2008 08:30 AM	APRV
4	Auditor's Office	Becky Morales	09/05/2008 10:18 AM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 10:50 AM	APRV
Form Started By: Matilde Faz			Started On: 09/04/2008 09:59 AM	

Final Approval Date: 09/05/2008

Requisition

Req # 00138281

PO #

Date: 08/25/08

Regular #10994 9/4/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-192**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE # 440369524		
		DO NOT DUPLICATE ORDER		
1	EACH	QUAD CORE XEON E5405 PROCESSOR 2X6MB CACHE, 2.0GHZ, 1333MHZ FSB, PE2950 (223-2950)	6,288.00	6,288.00
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-745	6,288.00	
			Freight	.00
			Total	6,288.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Asset #48509

DIR 192

Authorized By: _____

DELL

QUOTATION

QUOTE #: 440369524
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 7/21/08
Customer Name: HIDALGO COUNTY

Date: 7/21/08 10:20:06 AM

TOTAL QUOTE AMOUNT:	$6,288.00		
Product Subtotal:	$6,288.00		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $6,288.00	GROUP TOTAL: $6,288.00
Base Unit:	Quad Core Xeon E5405 Processor2x6MB Cache, 2.0GHz, 1333MHz FSB, PE2950 (223-4818)		
Processor:	Information,No Second Processor (311-1193)		
Memory:	4GB 667MHz (4X1GB), Dual Ranked Fully Buffered DIMMs (311-6154)		
Video Card:	LOM NICs are TOE Ready (430-2968)		
Video Memory:	Riser with 3 PCIe Slots for PowerEdge 2950 (320-4607)		
Hard Drive:	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)		
Hard Drive Controller:	PERC 5/i, x6 Backplane Integrated Controller Card (341-3066)		
Floppy Disk Drive:	No Floppy Drive for x6 Backplane (341-3685)		
Operating System:	Windows Server 2003 R2 Standard Edition with SP2 Includes 5 CALs (420-7118)		
NIC:	ONBOARD BROADCOM 5708 1GBE NETWORKING (430-1764)		
CD-ROM or DVD-ROM Drive:	24X IDE CD-RW/DVD ROM Drive for PowerEdge 2950 (313-3934)		
Sound Card:	Bezel for PE 2950 (313-3920)		
Speakers:	1x6 Backplane for 3.5-inch Hard Drives (311-7936)		
Documentation Diskette:	Electronic Documentation and OpenManage DVD Kit (310-7415)		
Additional Storage Products:	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)		
Feature	Integrated SAS/SATA RAID 5, PERC 6/i Integrated (341-5723)		
Feature	Universal Sliding Rapid/Versa Rails, includes Cable Management Arm (310-7412)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (983-4124)		
Service:	MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (989-9237)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (983-3944)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (987-2840)		
Service:	Dell Hardware Warranty, Extended Year(s) (984-1417)		
Service:	Dell Hardware Warranty Plus Onsite Service Inital YR (984-1418)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)		
Installation:	ONSITE: Installation of a Dell Server, Storage or Peripheral Device (984-1067)		
Misc:	Redundant Power Supply with Y-Cord (310-9897)		
Misc:	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)		

Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)
Misc:	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)
Misc:	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)
Misc:	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive (341-4157)

COMMENTS
IMAGE STORAGE

SALES REP:	JOHN NEILL	PHONE:	1800-576-6038
Email Address:	John_Neill@Dell.com	Phone Ext:	7230730

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

***Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ***

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

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

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

Requisition

Req # 00138283

PO #

Date: 08/25/08

Regular #

9/19/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-192**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE 446255828		
		DO NOT DUPLICATE ORDER		
3	EACH	QUAD CORE XEON E5420 PROCESSOR 2X6 CACHE, 2.5GHZ 1333MHZ FSB, PE 1950 (223-4545)	5,279.81	15,839.43
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-745	15,839.43	
			Freight	.00
			Total	15,839.43
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

#554 #48504
#554 #48505
#554 #48506

DIR

192

Authorized By: _____

DELL

QUOTATION

REQ. 138283

QUOTE #: 446255828
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 8/26/08
Customer Name: HIDALGO COUNTY

Date: 8/26/08 2:43:29 PM

TOTAL QUOTE AMOUNT:	$15,839.43		
Product Subtotal:	$15,839.43		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 3	SYSTEM PRICE: $5,279.81	GROUP TOTAL: $15,839.43
Base Unit:	Quad Core Xeon E5420 Processor2x6MB Cache, 2.5GHz, 1333MHz FSB, PE1950 (223-4545)		
Processor:	Information,No Second Processor (311-1193)		
Memory:	4GB 667MHz (4X1GB), Dual Ranked Fully Buffered DIMMs (311-6154)		
Video Card:	LOM NICs are TOE Ready (430-2968)		
Video Memory:	Riser with 2 PCIe Slots for PowerEdge 1950 (320-4648)		
Hard Drive:	73GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3029)		
Hard Drive Controller:	PERC6i SAS RAID Controller 2x4 Connectors, Int, PCIe 256MB Cache (341-5781)		
Operating System:	Windows Server 2003 R2 Standard Edition with SP2 Includes 5 CALs (420-7118)		
NIC:	Dual Embedded Broadcom NetXtreme II 5708 Gigabit Ethernet NIC (430-1762)		
CD-ROM or DVD-ROM Drive:	24X IDE CD-RW/DVD ROM Drive for PowerEdge Servers, All OS (313-3918)		
Sound Card:	Bezel for PE 1950 (313-3937)		
Speakers:	1x2 Backplane for 3.5-inc Hard Drives (311-7958)		
Documentation Diskette:	Electronic Documentation and OpenManage DVD Kit (310-7962)		
Additional Storage Products:	73GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3029)		
Feature	Integrated SAS/SATA RAID 1 PERC 6/i Integrated/SAS6/iR (341-5776)		
Feature	Sliding Rapid/Versa Rails and Cable Management Arm,Universal (341-3090)		
Service:	Dell Hardware Warranty, Extended Year(s) (984-1528)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (987-5270)		
Service:	Dell Hardware Warranty Plus Onsite Service Inital YR (984-1529)		
Service:	MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (990-0287)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (983-6454)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (983-6634)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)		
Installation:	ONSITE: Installation of a Dell Server, Storage or Peripheral Device (984-1007)		
Misc:	Energy Smart Redundant Power Supply with Y-Cord (310-9933)		
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)		

COMMENTS
APPLICATION

SALES REP:	JOHN NEILL	PHONE:	1800-576-6038
Email Address:	John_Neill@Dell.com	Phone Ext:	7230730

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

***Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. ***

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

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

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

Requisition

Req # 00138415

PO #

Date: 08/26/08

Regular # 9 9/14/08

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: **EDNA KIRBY**
956-292-7010

Contract No: **DIR-SDD-192**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE#: 446255127		
		DO NOT DUPLICATE ORDER		
1	EACH	QUAD CORE XEON PROCESSOR X54602x6MB CACHE, 3.16 GHZ, 1333MHZ FSB, PE2900 (223-4504)	13,102.70	13,102.70
		Account No	Encumbrance	
		8-1100-415-00-200-002-0-745	13,102.70	
			Freight	.00
			Total	13,102.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Asset #1 - 48567

DIR

192

Authorized By: _____

DELL

QUOTATION

QUOTE #: 446255127
Customer #: 17927132
Contract #: 9913578
CustomerAgreement #: DIR-SDD-192
Quote Date: 8/26/08
Customer Name: HIDALGO COUNTY

REQ. 138415

Date: 8/26/08 2:43:28 PM

TOTAL QUOTE AMOUNT:	$13,102.70		
Product Subtotal:	$13,102.70		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: $13,102.70	GROUP TOTAL: $13,102.70
Base Unit:	Quad Core Xeon Processor X54602x6MB Cache, 3.16GHz, 1333MHz FSB, PE2900 (223-4504)		
Processor:	Quad Core Xeon X5460 2nd Processor, 2x6MB Cache 3.16GHz 1333MHz FSB,PE2900 (311-7937)		
Memory:	16GB 667MHz (8x2GB), Dual Ranked DIMMs (311-6199)		
Keyboard:	No Keyboard Selected (310-5017)		
Video Card:	LOM NICs are TOE Ready (430-2968)		
Hard Drive:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3031)		
Hard Drive Controller:	PERC6i SAS RAID Controller Internal with Battery (341-5699)		
Floppy Disk Drive:	1.44MB Floppy Drive, Internal Black (341-3053)		
Operating System:	Windows Server 2003 R2 Enterprise Edition with SP2 Includes 25 CALs (420-7119)		
NIC:	ONBOARD BROADCOM 5708 1GBE NETWORKING (430-1764)		
CD-ROM or DVD-ROM Drive:	16X DVD-ROM for PowerEdge 2900 (313-5854)		
Sound Card:	Bezel for Rack Configuration PE 2900 (313-3914)		
Documentation Diskette:	Electronic Documentation and OpenManage DVD Kit (310-7402)		
Additional Storage Products:	1x2 Flex Bay for PowerEdge 2900 (341-3045)		
Feature	Integrated SAS/SATA RAID 0/0: Striping Backplane/Striping Flex Bay (341-5758)		
Feature	Rack Chassis with Sliding Rapid/Versa Rails, Universal (313-5852)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (983-6784)		
Service:	Dell Hardware Warranty Plus Onsite Service Initial YR (984-1477)		
Service:	MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (990-0367)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (987-5600)		
Service:	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 5 Year (983-6964)		
Service:	Dell Hardware Warranty, Extended Year(s) (984-1469)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-33 (989-3439)		
Installation:	ONSITE: Installation of a Dell Server, Storage or Peripheral Device (984-1037)		
Misc:	Redundant Power Supply with Y-Cord for PowerEdge 2900 (310-7405)		
Misc:	300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in FlexBay HardDrive (341-4425)		
Misc:	Power Cord, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter (310-8509)		

Misc:	300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in FlexBay HardDrive (341-4425)
Misc:	Four 300GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drives (341-4555)
Misc:	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug HardDrive (341-3031)
	CFI,Information,Hard Drive,Install Increasing Order,Factory Install (361-1722)
	CFI Titan Code for CFI FIDA orBypass SI (364-1846)
	CFI Bypass EIDO (364-7502)
	CFI Routing SKU (365-0257)
	CFI,Rollup,Integration, OR-Raid,Without OS,Serv (366-4303)
	CFI,Information,Order Ready, 9104C1,Factory Install (372-1457)
	CFI,Multi,Information, RAID1, 2HD,Factory Install (361-6553)
	CFI,Multi,Information, RAID1, 2HD,Factory Install (361-6553)
	CFI,Information Only, Raid5,4Hard Drive,Factory Install (361-4537)

COMMENTS
** DATABASE **
* R1 R1 R5

SALES REP:	JOHN NEILL	PHONE:	1800-576-6038
Email Address:	John_Neill@Dell.com	Phone Ext:	7230730

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

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AI-10995 **19.E.3.**

Printers and Laserjets
CC REGULAR

Date: 09/09/2008
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor.-Tech Depot DIR-SDD-223 through requisition #138021 for the total amount of $6,430.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1242-412-00-060-001-0-745
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Req # 138021 in the amount of $6,430.00 as of 09-04-08

Available balance in account as of 09-04-08 $437.62

Attachments

Link: Printers & Laserjets

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2008 12:27 PM	APRV
2	Budget & Management	Veronica Lopez	09/04/2008 01:17 PM	APRV
3	Veronica Lopez	Veronica Lopez	09/04/2008 03:29 PM	APRV
4	Auditor's Office	Becky Morales	09/05/2008 10:18 AM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 10:50 AM	APRV

Form Started By: Matilde Faz Started On: 09/04/2008 10:17 AM

Final Approval Date: 09/05/2008

Requisition

Req # 00138021

PO #

Date: 08/20/08

Regular
10995
9/9/08
9/10/08

Bill To: x
x

Vendor : 325767
TECH DEPOT
P.O. BOX 33074
HARTFORD CT 06150-3074
FAX (316)630-4609

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: GRISELDA
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE # B08089084 / CONTRACT # TX HP DIR-SDD-223 / JP OFFICES DO NOT DUPLICATE ORDER		
5	EACH	HP LASERJET P4015N - PRINTER	997.00	4,985.00
5	EACH	UPG WARR 3YR M-F NDEX LASERJET	289.00	1,445.00
		Account No	Encumbrance	
		8-1242-412-00-060-001-0-745	6,430.00	
			Freight	.00
			Total	6,430.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		New equipment for J.P. Offices County wide. Asset #'s 48510 48511 48512 48513 48514		

Object code OK'd as per Ms. Liz Lauer Auditors Office

Authorized By: _____

req: 138021

Product Quote

Tech Depot appreciates this opportunity to provide your organization this product(s) quote. Tech Depot strives to make your buying experience straightforward and streamlined by offering intelligent product choices, top brands, and competitive prices, with the support you demand.

Contract#:	TX HP DIR –SDD 223	Date:	13-Aug-2008
Quote#:	B08089084	Phone:	(888) 251-4278

BILL TO	SHIP TO
Accounts Payable Hidalgo County 100 N Closner Blvd Edinburg, TX 78539	Attn: IT 1st Floor Hidalgo County 100 N. Cano 4th Floor PO 607353 Edinburg, TX 78539

Item #	Mfg #	PRODUCT	QTY	PRICE	TOTAL
S6838759	CB509A#ABA	HP LaserJet P4015n - printer - B/W - laser *Contract Number: TX HP DIR-SDD-223*	5	$997.00	$4,985.00
S2286058	U2889E	UPG WARR 3YR M-F NDEX LASERJET	5	$289.00	$1,445.00
				Subtotal	$6,430.00
				TAX (applicable states only)	$0.00
				SHIPPING & HANDLING [Standard Ground]	$0.00
				TOTAL	$6,430.00

FEIN	DUNS	Cage Code
06-1526627	04-188-3971	1LDH8

Thank you once again for your consideration and feel free to contact me with any questions.

If this quote meets your requirements and you are set to purchase, please click the link below:
http://www.techdepot.com/pro/3.asp?c=pq&r=lr&s=6923508

This transmission may contain confidential or proprietary information and is intended solely for the use of the person to whom it is addressed. If you are not the intended recipient, you are hereby notified that the distribution, copying or other unauthorized use of this facsimile or any information contained herein is prohibited. If you receive this transmission in error, please notify us immediately at the phone number listed above and return it to us by mail (at our expense) at the address listed above. Thank you.

Thank you,
Carlos Montanez

AI-10976 **19.F.1.**

Overhead Doors to County Wide Shop in Pct. #2
CC REGULAR

Date: 09/09/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting award of bid and approval of service contract (approved as to form by legal counsel) with Blue Steel Corporation (the sole responsible bidder meeting all specifications and/or requirements) for the "Replacement of the existing Overhead Doors including Accessories & Related Materials at the County Wide Shop" in an amount not to exceed $22,965.00. (Project #2008-264-07-16-OGG).

BACKGROUND

Proposed project will eliminate an on-going safety hazard with the existing hanging doors at the County wide Shop located at the Pct. #2 location. Proposed project has been advertised twice and attached please find the participation list for project #2008-264-07-16-OGG.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-419-40-220-027-0-431
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding is pending AI-11005 in the amount of $22,965.00.

Attachments

Link: 08-264
Link: 08-264

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2008 12:00 PM	APRV
2	Budget & Management	Veronica Lopez	09/04/2008 01:11 PM	APRV
3	Dale Kennan	Dale Kennan	09/04/2008 02:19 PM	APRV
4	Auditor's Office	Becky Morales	09/05/2008 02:59 PM	APRV
5	Court Administrator	Angela Garcia	09/05/2008 03:04 PM	APRV
Form Started By: Oscar Garza			Started On: 09/03/2008 03:26 PM	

Final Approval Date: 09/05/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB

BID OPENING DATE: JULY 16, 2008 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/RFB: HIDALGO COUNTY- BUILDINGS &GROUNDS
DESCRIPTION:"REPLACEMENT OF OVERHEAD DOORS & RELATED MATERIALS TO COUNTYWIDE SHOP"
BID NO.: 2008-264-07-16-OGG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. CLEAN AIR SOLUTIONS amoore@caslp.com	E/M	OGG	07/01/08	1708 Santa Anna Avenue Rancho Viejo, Tx 78575 (361) 774-5889
2. ADELCO ENTERPRISES pitayasur@aol.com	E/M	OGG	07/01/08	PO Box 720684 McAllen, TX 78504 (956) 358-3228
3 BLUE STEEL CONST. bluesteelcon@yahoo.com	E/M	OGG	07/01/08	26332 Meredith St. La Feria, TX (956) 454-5192
4. ALAMO DOOR SYSTEMS elma@alamodoorsystems.com	E/M	OGG	07/01/08	2821 W. Spur 54 Harlingen, TX 78552 (956) 365-3667
5. General Garage Doors Service rguajardo@ggdstx.com	E/M	OGG	07/01/08	1801 Mozelle Pharr, TX 78577 (956) 782-7373
6.Harlingen Door Company pathde@rgv.rr.com	E/M	OGG	07/08/08	1509 Palmcourt Dr. Harlingen TX. 78552 423-6547
7. Guerra's Construction	IP	OGG	07/09/08	2640 N. Westgate Weslaco, TX

***VIA:**
E-MAIL (EM) **IN PERSON (IP)** **TELEPHONE REQUEST (TR)**
BIDDER LIST MAIL OUT (BLM) **FACSIMILE (FAX)**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY-BUILDINGS & GROUNDS

BID OPENING DATE: July 16, 2008	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Replacement of existing Overhead Doors & related materials to Countywide Shop "

BID NO: #2008-264-07-16-OGG	**PROCUREMENT SPECIALIST: OSCAR GARZA**

BID # RFB#	NAME OF COMPANY	ADDENDUM NO. 1	TOTAL PRICE	
#1	Blue Still Construction.		22,965.00	
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Wednesday, September 03, 2008 5:32 PM
To: 'Oscar Garza'
Subject: RE: Formal letter Request

To: Oscar Garza
From: Daniel Flores
Date: September 3, 2008
Re: Countywide Overhead Doors

Oscar, please receive this memo as a formal request to place this item on the agenda for formal action by the Commissioners Court.

AI-10879 **19.G.1.**

BCAP PCT NO1 - SOQ ENGINEERING SERVICE
CC REGULAR

Date: 09/09/2008
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 1 BCAP Round III Projects;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for the design construction of Hidalgo County Precinct No 1 BCAP Round III Projects;
1st._____; 2nd._____;
3rd._____;

C. Authority for the Purchasing Department to negotiate a professional Construction Material Testing Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Hidalgo County Precinct No 1 BCAP Round III Projects;

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 1 BCAP Round III Projects;

E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for the design construction of Hidalgo County Precinct No 1 BCAP Round III Projects;
1st._____; 2nd._____;
3rd._____;

F. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Construction Material Testing Engineering Services for Hidalgo County Precinct No 1 BCAP Round III Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1312-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for BCAP Pct. 1 Round III projects is pending approval of AI 10991 CC 9-9-08.

Attachments

Link: pool of engineers

Link: expansion of pool of engineers

Link: GRIDS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2008 11:07 AM	APRV
2	Budget & Management	Veronica Lopez	08/28/2008 11:35 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/29/2008 07:28 AM	APRV
4	Auditor's Office	Becky Morales	08/29/2008 07:40 AM	APRV
5	Ivan Cantu	Ivan Cantu	09/04/2008 09:28 AM	APRV
6	Becky Morales	Becky Morales	09/05/2008 11:32 AM	APRV
7	Court Administrator	Angela Garcia	09/05/2008 11:47 AM	APRV

Form Started By: Laura Moya Started On: 08/27/2008 04:41 PM

Final Approval Date: 09/05/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: 2008-001-01-16-VYG
RFQ ACCEPTANCE DATE: **JANUARY 16, 2008**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**Hinojosa Engineering, Inc.** 108 W. 18TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaeng@aol.com Website: www.hengineering.com	√	√							
#02	**Flores Engineers** 519 W. University Dr. Edinburg, TX 78539 Attn: Raul P. Flores, P. E., Owner (956) 287-7100 Fax: (956) 287-7108 E-mail: floresengineers@yahoo.com	√								
#03	**Raba-Kistner Consultants, Inc.** 800 E. Hackberry McAllen, Texas 78501 Attn: Martin Vila, P. E. , Vice President (956) 682-5332 Fax: (956) 682-5487 E-mail: mvila@rkci.com	√	√	√	√	√	√	√	√	
#04	**KK Engineering Consultant** 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@hiline.net	√					√		√	
#05	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	√								
#06	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, President (956) 383-8522 Fax: (956) 383-0295 E-mail: megengineers@aol.com	√		√			√			√ **Construction Testing Materials**
#07	**Rodriguez Engineering** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Mr. Leo L. Rodriguez, Jr., P.E./R.P.L.S. -President (956) 491-1013 Fax: 383-3736 E-mail: atm1963@hotmail.com	√							√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: 2008-001-01-16-VYG
RFQ ACCEPTANCE DATE: **JANUARY 16, 2008**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#08	**J. E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com Web: www.jesaenz.com	√							√	
#09	**Cook-Joyce, Inc.** 812 West 11th Street Austin, Texas 78701 Attn: J. Brian Dudley, P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	√					√ Landfill			
#10	**R E Garcia and Associates** 116 N. 12th Avenue Edinburg, TX 78541-3501 Attn: Raul E. Garcia, Owner (956) 381-1061 Fax: (956) 381-1280 E-mail: regaassoc@aol.com	√					√		√	
#11	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi-mcallen.com Web: www.tesdi.com	√					√		√	
#12	**Professional Service Industries, Inc.** 2020 N. Loop 499, Suite 302 Harlingen, Texas 78550 Attn: Rudy Martinez, Branch Manager (956) 423-6826 Fax: (956) 423-5735 E-mail: rudy.martinez@psiusa.com Web: www.psiusa.com	√	√	√			√			
#13	**Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering** 323 West Cano, Suite 100 Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	√								

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: 2008-001-01-16-VYG
RFQ ACCEPTANCE DATE: **JANUARY 16, 2008**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#14	**R. Gutierrez Engineering Corporation** 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: rguteng@sbcglobal.net	√							√	
#15	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	√					√		√	
#16	**Sigler, Winston, Greenwood & Associates, Inc.** 1604 E. Hwy 83 Weslaco, Texas 78596 Attn: William R. Shea, P.E., President (956) 968-2194 Fax: (956) 968-8300 E-mail:	√	√				√	√		
#17	**L&G Engineering** 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	√	√	√			√		√	
#18	**Dannenbaum Engineering Company - McAllen, LLC** 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	√	√				√		√	
#19	**S&B Infrastructure, Ltd.** 5408 North 10th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail:	√	√		√	√	√	√	√	√ **-GIS Services and Database Development.**

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: 2008-001-01-16-VYG

RFQ ACCEPTANCE DATE: **JANUARY 16, 2008** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#20	**Civil Systems Engineering, Inc.** P. O. Box 572373 Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@civilsysteng.com Web: www.civilsysteng.com	√					√		√	√ **GIS Applications**
#21	**DOS Logistics** P.O. Box 8337 Weslaco, Texas 78599 (956) 461-5900 Fax: (956) 461-4841 E-mail: info@doslogistics.com Web: www.doslogistics.com	√	√				√		√	
#22	**AMBIOTEC GROUP** 5420 PAREDES LINE RD. BROWNSVILLE, TEXAS 78526 (956) 548-9333 Fax: (956) 548-9399 E-mail: cmmarin@ambiotec.com	√					√			
#23	**BARRERA INFRASTRUCTURE GROUP (BIG)** 7001 North 10th Street, Suite 300 McAllen, Texas 78504 (956) 687-3355 Fax: (956)992-8801 E-mail: rene@big-engineering.com	√							√	
#24	**CRUZ-HOGAN CONSULTANTS** 605 E. Violet Avenue, Suite 5 McAllen, Texas 78504 (956) 682-5022 Fax: (956 682-5089 E-Mail: Ronnie@cruzhogan.net	√					√			√ **Water & Wastewater Treatment Collection, & Distribution**
#25	**MGARCIA ENGINEEING** 400 Nolana Suite D McAllen, Texas 78504 (956) 687-9421 Fax: 687-3211 E-Mail: mgarciaeng@gmail.com	√								
#26	**TERRACON CONSULTANTS** 1506 Mid-Cites Drive Pharr, Texas 78577 (956) 283-8254 Fax: (956) 283-8279 E-Mail: jaflores@terracon.com			√			√			√ **Construction Testing Materials, & Facilities**

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ:	RFQ NO: 2008-073-03-05-VYG
HIDALGO COUNTY EXPANSION OF ENGINEERING SERVICES	
RFQ ACCEPTANCE DATE: **MARCH 5, 2008**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: March 18, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-Technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**Guzman & Munoz Engineering** **Jose L. Munoz** **P.O. Box 2191** **913 East Harrison** **Harlingen, Texas 78550** **Email: jmunoz@gmes.biz** **(P) 956-425-1330** **(F) 956-425-1685**	X	X							
#02	**Enriquez Group, SpecPro Inc.** **Jaime Enriquez** **1221 North Gate LN** **405 W. Owassa Rd.** **Edinburg, Texas 78539** **Email: jaime@enriquezgroup.com** **(P) 956-702-8828** **(F) 956-259-8009**	X		X			X		X	
#03	**Halff Associates, Inc.** **Robert L. Saenz** **5000 West Military Hwy. Ste. 100** **McAllen, Texas 78503** **Email: jtrevino@halff.com** **(P) 956-664-0286** **(F) 956-664-0282**	X	X		X	X	X	X	X	
#04	**Izaguirre Engineering Group** **Diana L. Izaguirre** **5522 N. 10th Street** **McAllen, Texas 78504** **Email:** **izaguirre.engineering@yahoo.com** **(P) 956-240-0749** **(F) 956-928-0002**	X					X		X	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ:	RFQ NO: 2008-073-03-05-VYG
HIDALGO COUNTY EXPANSION OF ENGINEERING SERVICES	
RFQ ACCEPTANCE DATE: **MARCH 5, 2008**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: March 18, 2008 through February 8, 2009

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-Technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#05	**Noe Garza Engineers, Inc. Noe Garza, Blanca Garza 918 West Nolana Pharr, Texas 78577 Email: lydia.rodriguez@ngeinc.net (P) 956-783-1207 (F) 956-783-1209**	X	X							X Drainage (Storm) Water Management, Landfills, Wastewater Treatment, Water Supply, Parks
#06										
#07										
#08										
#09										
#10										
#11										
#12										
#13										
#14										
#15										
#16										
#17										
#18										

PURCHASING DEPARTMENT
County Of Hidalgo

HIDALGO COUNTY PRECINCT NO 1
FOR
BCAP ROUND III
ENGINEERING SERVICES

GRID

Engineer Firms

	Sigler, Winston, Greenwood & Associates, Inc.	Quintanilla, Headley & Associates, Inc.	Dos Logistics, Inc
Evaluator No 1	**85**	**90**	**100**
Total Scores	**85**	**90**	**100**
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 1 Staff

PURCHASING DEPARTMENT
County Of Hidalgo

HIDALGO COUNTY PRECINCT NO 1
FOR
BCAP ROUND III
ENGINEERING SERVICES

GRID

Engineer Firms

	Gilbert J. Guerra Engineering d/b/a Rio Delta Engineering	Javier Hinojosa Engineering	Rodriguez Engineering
Evaluator No 1	**80**	**85**	**95**
Total Scores	**80**	**85**	**95**
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 1 Staff

AI-10959 **19.H.1.**

Approval of Application for payment No. 1
CC REGULAR

Date: 09/09/2008
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Area: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for payment No. 1 in the amount of $67,284.76 from Asago Construction contracted vendor for Chula Vista and Walton Subdivision submitted by Hinojosa Engineering
C-CAP-08-007-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1311-431-00-123-XXX-X-7XX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #605322

8-1311-431-00-123-837-0-734 $64,810.37
8-1311-431-00-123-837-0-733 $ 9,565.65

8-1311-431-00-123-152-1-734 $ 65,763.00
8-1311-431-00-123-152-1-733 $ 23,830.00

Attachments

Link: appl for payment 1
chula vista walton

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/03/2008 10:59 AM	APRV
2	Erika Reyna	Erika Reyna	09/04/2008 11:20 AM	APRV
3	Auditor's Office		09/05/2008 05:08 PM	NEW

Form Started By: Marcie Jackson Started On: 09/03/2008 08:29 AM

Final Approval Date: 09/05/2008

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: CAP-08-007-03-06 LRM
Project: Road and Drainage Construction of Chula Vista and Walton Subdivision
OWNER's Contract No. CAP-08-007-03-06 ENGINEER's Project No. 06-192 and 06-204
For Work accomplished through the date of: 7/31/2008 .

1.	Original Contract Price:		$ 175,471.85
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 175,471.85
4.	Total completed and stored to date:		$ 74,760.85
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 7,476.09	
	0% of stored material:	$ -	
	Total Retainage:		$ 7,476.09
6.	Total completed and stored to date less retainage (4 minus 5):		$ 67,284.77
7.	Less previous Application for Payments:		$ -
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$ 67,284.77

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 8-04-08 Asago, LLC dba Asago Construction
CONTRACTOR
By: [signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 4 day of August, 2008

[signature]
Notary Public
My Commission expires: November 21, 2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8-04-08 HINOJOSA ENGINEERING INC
ENGINEER
By: [signature]

INVOICE RECEIVED BY: [signature] ON 8/22/08
GOODS/SERVICES RECEIVED BY: [signature] ON 8/22/08

Engineer: Hinojosa Engineering, Inc.
Contractor: Asago Construction
Retainage Percent: 10%
Starting Date:

Summary												
Contract No.	Description	Original Schedule Value	Revised Schedule Value	Application No.1	Application No.2	Application No.3	Total to Date	Balance to Finish	Retainage	Net	Payments to Date	Payment Due
AP 08-007-03-26 LF	Chula Vista and Walton Subdivision	$175,471.85	$175,471.85	$74,760.85	$0.00	$0.00	$74,760.85	$100,711.00	$7,476.09	$67,284.77	$0.00	$67,284.77
	TOTALS:						$74,760.85	$100,711.00	$7,476.09	$67,284.77	$0.00	$67,284.77

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			

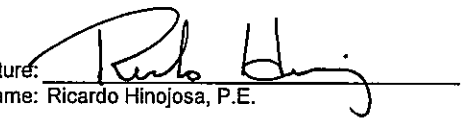
Estimate Quantity Update Worksheet
Walton Subdivision and Chula Vista Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-007-03-26 LRM
Contractor: Asago Construction

						RFP 1		
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
WALTON SUBDIVISION								
Roadway								
100	Preparing ROW	12.36	STA	$ 750.00	$9,270.00	12.36	12.36	$9,270.00
134	Backfill	12.36	STA	$ 750.00	$9,270.00	12.36	12.36	$9,270.00
247	Flex Base (8")	854.45	CY	$ 5.00	$4,272.25	854.45	854.45	$4,272.25
251	Reworking Base Material (DC) (TY D CL2)	854.44	CY	$ 5.00	$4,272.20	854.44	854.44	$4,272.20
310	Prime Coat (MC-30)	663.40	GAL	$ 6.00	$3,980.40	663.4	663.4	$3,980.40
340	Asphalt Concrete Pavment Type "D"	3,317.00	SY	$ 10.00	$33,170.00	3317	3317	$33,170.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 1,000.00	$1,500.00	1	1	$1,000.00
506	Construction Exits (TY 2) (Install)	72.00	SY	$ 40.00	$2,880.00	72	72	$2,880.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	$ 20.00	$1,440.00	0	0	$0.00
5249	Temp Sediment Control Fence	182.00	LF	$ 8.00	$1,456.00	182	182	$1,456.00
5249	Temp Sediment Control Fence (Remove)	182.00	LF	$ 4.00	$728.00	0	0	$0.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$ 50.00	$3,600.00	0	0	$0.00
Drainage								
464	RCP (CL III) (18")	48	LF	$ 25.00	$1,200.00	48	48	$1,200.00
464	RCP (CL III) (15")	166	LF	$ 15.00	$2,490.00	166	166	$2,490.00
467	Safety End Treatment	2	EA	$ 750.00	$1,500.00	2	2	$1,500.00
530	Driveways (Ty PRB-1) (ACP) (1")	194	SY	$ 25.00	$4,850.00	0	0	$0.00
				SUBTOTAL	$85,878.85		**Totals:**	$74,760.85
							Roadway:	$69,570.85
							Drainage:	$5,190.00

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
CHULA VISTA SUBDIVISION								
Roadway								
100	Preparing ROW	14.45	STA	$ 650.00	$9,392.50	0	0	$0.00
134	Backfill	14.45	STA	$ 600.00	$8,670.00	0	0	$0.00
247	Flex Base (8")	999.00	CY	$ 4.00	$3,996.00	0	0	$0.00
251	Reworking Base Material (DC) (TY D CL2)	999.00	CY	$ 3.00	$2,997.00	0	0	$0.00
310	Prime Coat (MC-30)	839.70	GAL	$ 5.00	$4,198.50	0	0	$0.00
340	Asphalt Concrete Pavment Type "D"	4,127.00	SY	$ 7.00	$28,889.00	0	0	$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 1,000.00	$1,500.00	0	0	$0.00
506	Construction Exits (TY 2) (Install)	72.00	SY	$ 40.00	$2,880.00	0	0	$0.00
506	Construction Exits (TY 2) (Remove)	72.00	SY	$ 20.00	$1,440.00	0	0	$0.00
5249	Temp Sediment Control Fence	780.00	LF	$ 6.00	$4,680.00	0	0	$0.00
5249	Temp Sediment Control Fence (Remove)	780.00	LF	$ 3.00	$2,340.00	0	0	$0.00
530	Turnouts (Asph-Conc.-Pav)	72.00	SY	$ 25.00	$1,800.00	0	0	$0.00
Drainage								
464	RCP (CL III) (18")	40	LF	$ 20.00	$800.00	0	0	$0.00
464	RCP (CL III) (15")	604	LF	$ 10.00	$6,040.00	0	0	$0.00
467	Safety End Treatment	2	EA	$ 500.00	$1,000.00	0	0	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	598	SY	$ 15.00	$8,970.00	0	0	$0.00
				SUBTOTAL	$89,593.00		Totals:	$0.00
							Roadway:	$0.00
							Drainage:	$0.00

	PROJECT TOTAL	$175,471.85	Project Totals:	$74,760.85
			Roadway	$69,570.85
TOTAL to DATE:			Drainage:	$5,190.00
Roadway:	$69,570.85			
Drainage:	$5,190.00			
Total:	$74,760.85			

Prepared and Checked by:

Signature: 

Printed Name: Ricardo Hinojosa, P.E.

Date: 8-04-08

AI-10963 **20.A.**

Interdept transfer from Contingency to Pct. 1 CRC
CC REGULAR

Date: 09/09/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Precinct No. 1 CRC:
Approval of 2008 interdepartmental transfer from County Wide Administration to Precinct No. 1 Community Resource Center (1100) in the total amount of $10,815.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-1XX-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-466-00-121-050-0-XXX $10,815.00; Funds available as of 9-3-08.

Attachments

Link: Pct. 1 CRC Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/03/2008 08:56 AM	APRV
2	Budget & Management	Veronica Lopez	09/03/2008 11:00 AM	APRV
3	Dale Kennan	Dale Kennan	09/03/2008 11:22 AM	APRV
4	Auditor's Office	Becky Morales	09/03/2008 03:02 PM	APRV
5	Ivan Cantu (Originator)	Ivan Cantu	09/04/2008 07:33 AM	APRV
6	Auditor's Office	Becky Morales	09/05/2008 10:02 AM	APRV
7	Purchasing Department	Marty Salazar	09/05/2008 11:51 AM	APRV
8	Court Administrator	Angela Garcia	09/05/2008 01:06 PM	APRV

Form Started By: Ivan Cantu Started On: 09/03/2008 08:46 AM

Final Approval Date: 09/05/2008

DATE: September 3, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 CRC

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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 ADM.-	CONTINGENCY	(10,815.00)
TO			
8-1100-466-00-121-050-0- 601	PCT. 1 CRC-	OFFICE SUPPLIES	1,500.00
8-1100-466-00-121-050-0- 602	PCT. 1 CRC-	PAPER SUPPLIES	50.00
8-1100-466-00-121-050-0- 605	PCT. 1 CRC-	CLOTHING & UNIFORMS	120.00
8-1100-466-00-121-050-0- 609	PCT. 1 CRC-	AGRI & LANDSCAPING SUPPLIES	250.00
8-1100-466-00-121-050-0- 613	PCT. 1 CRC-	SAFETY SUPPLIES	60.00
8-1100-466-00-121-050-0- 661	PCT. 1 CRC-	MINOR OFFICE EQUIPMENT	650.00
8-1100-466-00-121-050-0- 663	PCT. 1 CRC-	SMALL TOOLS	200.00
8-1100-466-00-121-050-0- 664	PCT. 1 CRC-	OTHER MINOR EQUIPMENT	1,400.00
8-1100-466-00-121-050-0- 665	PCT. 1 CRC-	MINOR COMPUTER EQUIPMENT	200.00
8-1100-466-00-121-050-0- 743	PCT. 1 CRC-	OFFICE EQUIPMENT	1,500.00
8-1100-466-00-121-050-0- 745	PCT. 1 CRC-	COMPUTER EQUIPMENT	2,000.00
8-1100-466-00-121-050-0- 746	PCT. 1 CRC-	OFFICE FURNITURE	2,885.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **To fund operating expenditures for year end for the Pct. 1 CRC office as stated above.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-10979 **20.B.**

Deobligation of funds COPS Universal Hiring Grant
CC REGULAR

Date: 09/09/2008
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval to deobligate funds from COPS Universal Hiring Grant (1284) and appropriate into Countywide Administration - Contingency (1100) in the amount of $12,424.59.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1284-391-01-000-100-9-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Deobligation of funds in the amount of $12,424.59 from fund 1284 COPS Universal Hiring Grant and appropriation into Countywide Administration - Contingency fund 1100.

Attachments

Link: deobligation of funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 09:22 AM	APRV
2	Rey Salazar	Rey Salazar	09/05/2008 04:08 PM	APRV
3	Auditor's Office		09/05/2008 05:08 PM	NEW
Form Started By: Manuel Chapa			Started On: 09/03/2008 03:56 PM	
Final Approval Date: 09/05/2008				

DATE: _____

AI# 10979

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR THE SHERIFF OFFICE - COPS GRANT

ACCOUNT NUMBER: **8-1100-415-00-115-002-0-899**

SUBJECT: **Inter-fund Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-415-00-115-002-0- 899	**CO WIDE ADM - CONTINGENCY**	**12,424.59**
8-1100-491-01-000-284-9- 891	**TRANSFER OUT**	**(12,424.59)**
TO		
8-1284-391-01-000-100-9- 000	**TRANSFER IN - GENERAL FUND**	**(12,424.59)**
	TOTAL BUDGET INCREASE (DECREASE)	**(12,424.59)**

REASON: **To deobligate funds from COPS Universal Hiring Grant (1284) and appropriate into Countywide Adm. Contingency.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-11005 **20.C.**

2008 Interdepartmental for CO 2006-B&G (1336)
CC REGULAR

Date: 09/09/2008
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: 2008-CO 2006-B&G (1336)
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer within the Certificate of Obligation Series 2006 - Buildings & Grounds (1336) from Admin Building (program 025) to Other Major (program 027) in the amount of $22,965.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1336-419-40-220-02X-0-4XX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From 025-0-452 to 027-0-431 in the amount of $22,965.00. Available in 025-0-452 is $148,343.06 as of 9/4/08.

Attachments

Link: 2008 Interdpt for CO 2006-B&G (1336)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/04/2008 02:37 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/04/2008 03:30 PM	APRV
3	Auditor's Office		09/05/2008 05:08 PM	NEW

Form Started By: Dale Kennan — Started On: 09/04/2008 02:04 PM

Final Approval Date: 09/05/2008

DATE: September 4, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for C.O. Series 2006 - B&G (1336)

ACCOUNT NUMBER: 8-1336-419-40-220-02X-0-4XX

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1336-419-40-220-025-0-452	C.O.,2006-B&G-ADM BLDG-BLDG ADD & RENOV	(22,965.00)
8-1336-419-40-220-027-0-431	C.O.,2006-B&G-OTHER MAJOR-BLDG R&M SRV	$22,965.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from C.O.,2006-B&G-ADM BLDG-BLDG ADD & RENOV to C.O.,2006-B&G-OTHER MAJOR-BLDG R&M SRV to fund the replacement of overhead doors at the County Wide Shop (AI-10976).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-11015 **20.D.**

Interdepartmental for Disaster Flooding 8/16/08
CC REGULAR

Date: 09/09/2008
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from Precinct 4 - Sanitation and Precinct 2 - Sanitation to Disaster Flood 8/16/08 (1100) in the total amount of $190,000.00.

BACKGROUND

To fund disaster related expenses caused by widespread flooding unrelated to Hurricane Dolly.

Fiscal Impact

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

BUDGETARY IMPACT:

8-1100-432-00-124-001-0-350--> 8-1100-415-00-115-074-0-350 $ 125,000.00;
PO # 608241

8-1100-432-00-122-001-0-350--> 8-1100-415-00-115-074-0-350 $ 65,000.00;
PO # 608240

POs will be reclassified to Disaster/Flood 8/16/08 Acct.

Attachments

Link: Interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rey Salazar	Rey Salazar	09/05/2008 04:12 PM	APRV
2	Budget & Management	Veronica Lopez	09/05/2008 04:54 PM	APRV
3	Auditor's Office		09/05/2008 05:08 PM	NEW

Form Started By: Erika Reyna — Started On: 09/05/2008 09:41 AM

Final Approval Date: 09/05/2008

DATE: September 5, 2008

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Disaster/Flood 8/16/08

ACCOUNT NUMBER: 8-1100-4XX-00-1XX-0XX-0-350

SUBJECT: **Interdepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rey Salazar
Ph#: 292-7025 Ext.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
8-1100-432-00-124-001-0-350	SANITATION PCT. 4 - CONTRACTUAL SERVICES	(125,000.00)
8-1100-432-00-122-001-0-350	SANITATION PCT. 2 - CONTRACTUAL SERVICES	(65,000.00)
TO		
8-1100-415-00-115-074-0-350	DISASTER/FLOOD 8/16/08 - CONTRACTUAL SERVICES	190,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
To cover emergency expenditures in accordance with Section 111.041 (b) - Texas Local Government Code caused by widespread flooding (unrelated to Hurricane Dolly).

APPROVED COMMISSIONERS' COURT

DATE / /

AI-11026 **20.E.**

Interdept transfer from Contingency to Sheriff
CC REGULAR

Date: 09/09/2008
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Budget and Management

Information

CAPTION

Sheriff:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Sheriff - Internet (1100) in the amount of $4,000.00.

BACKGROUND

To fund year end estimated internet services expenditures.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-421-00-280-001-0-534 $4,000.00; Funds available as of 9-5-08.

Attachments

Link: Interdept transfer for Sheriff-Internet Services

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/05/2008 02:11 PM	APRV
2	Budget & Management	Veronica Lopez	09/05/2008 03:02 PM	APRV
3	Rey Salazar	Rey Salazar	09/05/2008 04:11 PM	APRV
4	Auditor's Office		09/05/2008 05:08 PM	NEW
Form Started By: Ivan Cantu			Started On: 09/05/2008 01:59 PM	
Final Approval Date: 09/05/2008				

DATE: September 5, 2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Sheriff

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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 ADM- CONTINGENCY	(4,000.00)
TO		
8-1100-421-00-280-001-0- 534	SHERIFF- INTERNET	4,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:

To fund year end estimated internet services expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-11024 **21.D.**

Suit No. T-192-08-I

CC REGULAR

Date: 09/09/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Closed Session

Information

CAPTION

Suit No. T-192-08-I; City of Alamo, Donna Independent School District and South Texas College, et al vs. Juan Morales, Jr., et al.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/05/2008 01:46 PM	APRV
2	Auditor's Office		09/05/2008 05:08 PM	NEW
Form Started By: Norma Silva			Started On: 09/05/2008 01:43 PM	
Final Approval Date: 09/05/2008				

AI-11025 **22.D.**

Suit No. T-192-08-I

CC REGULAR

Date: 09/09/2008
Submitted By: Norma Silva, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: BUDGET & MANAGEMENT
Agenda Area: Open Session

Information

CAPTION

Suit No. T-192-08-I; City of Alamo, Donna Independent School District and South Texas College, et al vs. Juan Morales, Jr., et al.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	09/05/2008 01:46 PM	APRV
2	Auditor's Office		09/05/2008 05:08 PM	NEW
Form Started By: Norma Silva			Started On: 09/05/2008 01:44 PM	
Final Approval Date: 09/05/2008				